COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 2019 - JUNE 30, 2022

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 2019 - JUNE 30, 2022

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

(hereinafter called the "Employer")
PARTY OF THE FIRST PART

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

(hereinafter called the "Union")
PARTY OF THE SECOND PART

TABLE OF CONTENTS

Page No.

ARTICLE 1: PREAMBLE 1

ARTICLE 2: RECOGNITION AND NEGOTIATIONS 1

(a) Recognition of Union 1

(b) Negotiations Committee 1

(c) Additional Representatives 1

(d) Meeting of the Negotiations Committee 2

(e) Time Off for Meetings 2

(f) Agreement Printing 2

(g) No Other Agreement 2

(h) Student Mentorship 2

ARTICLE 3: RIGHTS OF EMPLOYER 2

ARTICLE 4: NO DISCRIMINATION 3

(a) Discrimination 3

(b) Harassment 3

ARTICLE 5: UNION SECURITY 3

ARTICLE 6: DEDUCTION OF UNION DUES 3

ARTICLE 7: THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES .. 4

ARTICLE 8: DISTRICT LABOUR MANAGEMENT COMMITTEE 4

(a) Committee Structure 4

(b) Meeting of the Committee 4

(c) Purpose of the Committee 4

ARTICLE 9: DEFINITION OF EMPLOYEES 4

(a) Regular Employees 4

(b) Temporary Employees 5

ARTICLE 10: SENIORITY 5

(a) Definition 5

(b) Probation Period 5

(c) Attainment of Seniority 6

(d) Seniority During Absence 6

(e) Loss of Seniority 6

(f) Transfers and Seniority Outside the Bargaining Unit 6

(g) Retention of Seniority Rights 7

ARTICLE 11: LAYOFF, BUMPING AND RECALL 7

(a) General 7

(b) Procedure 7

(c) Notice 7

(d) Bumping 7

(e) Recall 8

(f) Temporary Work 9

(g) Continuation of Benefits 9

(h) Annual Summer Layoff 9

(i) Resignation After Layoff 9

ARTICLE 12: POSTINGS AND STAFF CHANGES 10

(a) Job Posting 10

(b) Posting of Temporary Vacancies and Positions of a Temporary Nature 10

(c) (i) Method of Making Appointments 11

(ii) Trial Period 11

(d) Relinquish Regular Position 11

(e) Union Notification 11

(f) Disabled Employees' Preference 11

(g) Preparing for Qualifications 11

(h) Transfers 12

(i) Summer Posting Process 12

ARTICLE 13: GRIEVANCE PROCEDURE 12

ARTICLE 14: ARBITRATION.....14

(a) Sole Arbitrator 14

(b) Board of Arbitration 14

(c) Arbitration Procedure 14

(d) Arbitration Decisions 14

(e) Expenses 14

(f) Amending of Time Limits 14

(g) Witnesses 15

(h) Alternate Dispute Resolution 15

ARTICLE 15: DISCIPLINE 15

(a) Notice of Investigation 15

(b) Union Assistance 15

(c) Discharge Procedure 15

(d) Clearing of Records 16

(e) Access to Files 16

ARTICLE 16: HOURS OF WORK 16

(a) Hours of Work 16

(b) Working Schedule 16

(c) Minimum Hours 17

(d) Break Periods 17

ARTICLE 17: OVERTIME.....17

(a) Overtime Rates on Weekdays 17

(b) Overtime Rates on Saturdays, Sundays and Holidays 17

(c) Bus Drivers 18

(d) Banked Overtime 18

(e) Minimum Call-Back Time 18

(f) Overtime During Layoffs 18

ARTICLE 18: SERVICE IMPROVEMENT FUND 19

ARTICLE 19: HOLIDAYS.....19

ARTICLE 20: ANNUAL VACATIONS 20

(a) Regular Twelve (12) Month Employees 20

(b) Entitlement During Leaves of Absence 20

(c) Holidays During Vacation 20

(d) Sick Leave/Bereavement Leave During Vacation 20

(e) Preference in Vacations 21

(f) Regular Less Than Twelve (12) Month Employees 21

(g) Temporary Employees Without Seniority 21

(h) Vacation Pay Upon End of Service 21

ARTICLE 21: SHORT TERM DISABILITY PROGRAM 21

(a) Rate of Payment 21

(b) Use of Credits 22

(c) Proof of Illness 22

(d) Sick Leave During Absence 22

(e) Sick Leave Allowance Records 22

(f) Sick Leave Repayment 22

ARTICLE 22: LONG TERM DISABILITY PROGRAM.....23

ARTICLE 23: LEAVE OF ABSENCE 24

(a) Employer Paid Union Leave 24

(b) Union Leave 24

(c) Full-time Leave for Union or Elected Office 24

(d) Bereavement Leave 25

(e) Pallbearer Leave 25

(f) Compassionate Leave 25

(g) Jury Duty 25

(h) Maternity and Parental Leave 25

(i) Childbirth Leave 25

(j) General Leave 26

(k) Family Responsibility Leave 26

(l) Ethno-Cultural and Religious Leaves of Absence 26

ARTICLE 24: PAYMENT OF WAGES AND ALLOWANCES 26

(a) Requirement to Fill 26

(b) Pay Days 26

(c) Payment in Lieu 26

(d) Pay During Temporary Transfers 27

(e) Automobile Allowance 27

(f) Clothing Allowance 27

(g) Differential Pay 27

(h) Workers Compensation Board (WCB) Occupational First Aid Attendants 28

(i) Dirty Pay 28

ARTICLE 25: WCB SUPPLEMENTAL BENEFITS 28

ARTICLE 26: CHANGES THROUGH MECHANIZATION AND TECHNOLOGY 28

ARTICLE 27: SEVERANCE PAY 29

ARTICLE 28: JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE 29

ARTICLE 29: INTENTIONALLY LEFT BLANK.....29

ARTICLE 30: BENEFITS.....30

(a) Eligibility 30

(b) Pension Plan 30

(c) Medical and Dental Benefits 30

(d) Group Life Insurance 31

(e) Retirement Benefits 31

(f) Employee and Family Assistance Program 31

ARTICLE 31: GENERAL CONDITIONS.....32

(a) Proper Accommodation 32

(b) Bulletin Boards 32

(c) Fire Insurance 32

(d) Strike at Employer's Premises 32

(e) Instructional Courses 32

(f) Retirement Seminar 32

ARTICLE 32: PRESENT CONDITIONS AND BENEFITS.....32

ARTICLE 33: SUBCONTRACTING.....33

ARTICLE 34: GENERAL.....33

ARTICLE 35: TERM OF AGREEMENT.....33

SCHEDULE "A": Wage Schedule - JULY 1, 2019 to JUNE 30, 2022**.....34**

SCHEDULE "B": Shifts**.....35**

LETTERS OF UNDERSTANDING

#1. Joint Job Evaluation Committee Maintenance Procedures**.....36**

#2. Provincial Accord Re School Year Layoffs**.....40**

#3. Student Field Trips (Excluding Bus Drivers)**.....42**

#4. Supervisors and Crossing Guards **.....43**

#5. Education Assistants**.....45**

#6. Training (In-Service) **.....46**

#7. Leave of Absence for Union Business **.....47**

#8. StrongStart Facilitator **.....48**

#9. Summer Replacement Workers**.....50**

#10. Payment of Wages for Bargaining **.....52**

#11. Early Childhood Educator **.....53**

#12. Secondary School Apprenticeship Program **.....55**

APPENDIX A

Paul Ramsey letter to Holden & Ready dated June 6, 2000 **.....57**

ATTACHMENT 1

Settlors Statement on Accepted Policy and practices of the PEBT**.....58**

APPENDIX B

Provincial Framework Agreement between BC Public School Employers' Association ("BCSPSEA") and The CUPE BC K-12 Presidents' Council and Support Staff Unions ("the Unions") dated July 12, 2018**.....59**

ARTICLE 1: PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

1. To promote the harmonious relations and settle conditions of employment between the Employer and the Union;

2. To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;

3. To encourage efficiency in operation;

4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2: RECOGNITION AND NEGOTIATIONS

(a) Recognition of Union

The Employer or anyone authorized to act on its behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union or anyone authorized to act on behalf of the Union, in any and all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement to any differences that may arise between them.

(b) Negotiations Committee

The Employer agrees to the appointment of a Negotiations Committee consisting of four (4) appointees of the Employer and four (4) appointees of the Union. If any of the four (4) Union appointees are from other school districts, the Employer agrees to pay the Union for their wages and benefits, upon receipt of invoice, in accordance with Letter of Understanding #7.

(c) Additional Representatives

Each party to this Agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

(d) Meeting of the Negotiations Committee

In the event of either party wishing to call a meeting of the Negotiations Committee, the meeting shall be held at a time and place fixed by mutual agreement, however, such meeting must be held not later than six (6) calendar days after the request has been given.

(e) Time Off for Meetings

Any representative of the Union on this Negotiations Committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration provided the supervisor has prior notice.

(f) Agreement Printing

The cost of printing the collective agreement in booklet form shall be equally shared by both parties. The collective agreement will also be made available electronically to all employees.

(g) No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement, without the consent of the Union.

(h) Student Mentorship

The Union supports the mentoring of students through leadership and employment skills training and experience. To this end the Union will not oppose student participation in employment duties that may overlap with CUPE positions so long as students are provided with mentoring in the form of instruction and direct supervision. No CUPE member shall be required to perform such mentoring duties should they not feel comfortable doing so.

ARTICLE 3: RIGHTS OF EMPLOYER

The Union recognizes the rights of the Employer to operate and manage the schools in accordance with its commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by employees; such rules and regulations shall not be contrary to any provisions of this Agreement.

The Employer shall always have the right to hire, assign, discipline and discharge employees for proper cause, and such right shall not be exercised in a manner inconsistent with the provisions of this Agreement.

Job descriptions shall not be eliminated without prior written notification to the Union.

ARTICLE 4: NO DISCRIMINATION

(a) Discrimination

The Employer, its servants and agents 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, layoff, discipline, discharge or otherwise by reason of grounds protected by the *BC Human Rights Code* nor by reason of membership in a labour union, and the employees shall at all times and in like manner act in good faith toward the Employer.

This does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

(b) Harassment

(i) The Employer and the Union recognize the right of employees to work in an environment free from all harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of harassment which may arise in the workplace. These complaints shall be addressed in accordance with Board Policy.

(ii) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

ARTICLE 5: UNION SECURITY

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment.

ARTICLE 6: DEDUCTION OF UNION DUES

The Employer agrees to deduct from the pay of each employee any monthly dues or assessments levied, in accordance with the Union By-Laws and owing to the Union. Deductions shall be made from the payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.

A statement of the total gross earnings of the bargaining unit on which the dues have been assessed shall be included.

ARTICLE 7: THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint all new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in Articles 5 and 6 dealing with Union Security and Union Dues Deduction.

The Employer shall present new employees on commencement of their employment with access to an electronic copy or a physical copy of the Collective Agreement as requested, a Local 523 beneficiary form, a membership card and the name and contact information of the shop steward.

ARTICLE 8: DISTRICT LABOUR MANAGEMENT COMMITTEE

(a) Committee Structure

The parties shall appoint a District Labour Management Committee composed of not more than four (4) members of management and four (4) members of the Union with the understanding that additional knowledgeable and appropriate people may attend to speak on specific issues. The committee chair will alternate between the Employer and the Union.

(b) Meeting of the Committee

On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. Participants will be paid straight time wages for attendance at meetings.

(c) Purpose of the Committee

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.

ARTICLE 9: DEFINITION OF EMPLOYEES

(a) Regular Employees

Regular employees are those employees who have been assigned to a regular position and who have completed probation in accordance with Article 10(b). This includes full and part-time employees.

(b) Temporary Employees

Temporary employees are those employees who replace regular employees on leave or who are hired for specific projects.

ARTICLE 10: SENIORITY

(a) Definition

Seniority is length of service with the Employer and, except as provided for in Articles 10(b) and 10(c) with respect to temporary employment, shall date from the original date of commencing work.

The Employer shall maintain a seniority list showing the commencement date of each employee's seniority. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards and electronically in April and November of each year. The Employer shall be notified within thirty (30) days of any errors. The determination of seniority shall be in accordance with the earning system in effect at the time of the alleged error.

Seniority shall operate on a bargaining-unit-wide basis.

A random process mutually agreed upon by the Employer and the Union shall be used for determining seniority tie breakers.

(b) Probation Period

Employees will only serve one probation period. Employees appointed to their first regular position, or to their first temporary position that is sixty-five (65) days or more, shall be on probation for sixty-five (65) of the employee's working days or six (6) calendar months, whichever comes sooner from the date of commencing work in the regular or temporary position. During the probationary period employees shall be entitled to all rights and privileges of this Agreement unless otherwise provided, except with respect to discharge. The standard of discharge for newly hired employees or temporary employees without seniority shall be lack of general suitability for continued employment during the probationary period.

Temporary employees with seniority who prove unsuitable in the probationary period shall be returned to their former position without loss of seniority or former hourly wage rate, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority or former hourly wage rate.

(c) Attainment of Seniority

On completion of probation, employees without seniority shall have their seniority be effective from the original date of commencing work in the posted position and any days actually worked as a temporary employee within the preceding twelve (12) months shall also be counted by adding the number of temporary working days to the date of commencing work in the posted position.

Temporary employees who do not obtain seniority per Article 10(b) shall be placed on the seniority list when they have completed one hundred nine (109) days in the preceding twelve (12) months. Prior to attaining seniority, the standard for discharge is lack of general suitability for continued employment.

The date of commencing work for seniority purposes shall be twenty-one (21) weeks and four (4) calendar days prior to the day on which the employee became eligible for inclusion on the seniority list.

(d) Seniority During Absence

If an employee is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer, seniority rights shall not be lost. It shall be the responsibility of the employee to keep the Employer informed of their current contact information.

(e) Loss of Seniority

An employee shall lose seniority in the event the employee:

(i) is discharged for proper cause and is not reinstated;

(ii) resigns;

(iii) is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;

(iv) is laid off and does not accept offered work for a minimum of ten (10) shifts per year;

(v) Is not on approved leave and does not accept offered work for a minimum of twenty (20) shifts per year.

(f) Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, seniority acquired at the date of leaving the unit shall be retained for two (2) years, but no further accumulation shall occur. Should the employee return within

two (2) years, this will not result in any layoff, bumping or reduction of hours of any employee(s).

(g) Retention of Seniority Rights

In the event that the Employer shall merge, amalgamate or combine any of its operations or functions with another Employer, the Employer agrees to the retention of seniority rights for all employees coming within the new bargaining unit of the successor Employer.

ARTICLE 11: LAYOFF, BUMPING AND RECALL

(a) General

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, reduction of hours, bumping and recall, the governing principle shall be seniority, except as otherwise provided.

Temporary employees not on the seniority list shall not be entitled to bumping and recall rights.

(b) Procedure

The Employer shall determine which positions are to be terminated or reduced in hours. Where positions are interchangeable and not tied to geographic location, the positions occupied by the most junior employee shall be terminated or reduced.

(c) Notice

In the event of reduction in the workforce, the Employer shall serve written notice on those employees who will be laid off or have their hours of work reduced, as follows:

(i) Regular employees - not later than thirty (30) calendar days prior to the effective date of layoff or reduction of hours.

(ii) Regular employees on layoff who accept temporary work and temporary employees on the seniority list - not later than seven (7) calendar days prior to the effective date of layoff.

Such notice shall advise the employee of their right to bump and shall contain a copy of the seniority list.

(d) Bumping

An employee whose position is subject to layoff or reduction of hours shall be entitled to bump a junior employee provided the employee is qualified to perform the duties

of the position occupied by the junior employee. If the junior employee holds more than one position, the senior employee may bump one or more of the positions held by the junior employee provided that the senior employee is qualified to perform the duties of the position(s). The displaced employee has the right to bump one junior employee provided that the employee is qualified to perform the duties of the position(s). If an employee is in the process of preparing for the required qualifications at the time of notice of layoff or bumping, the employee shall be allowed to bump provided the qualifications are achieved before the scheduled date of assuming the position. The laid off employee, whether part-time or full-time, may bump either a part-time or full-time employee. Where a temporary position occupied by a regular employee is terminated, the employee shall revert to their previous position.

The employee shall exercise bumping rights by informing the Employer of choice(s) within seven (7) calendar days of receiving notice under (c) above. Where an employee declines to exercise their right to bump, the right shall be forfeited for that layoff or reduction.

Where an employee exercises the right to bump and subsequently is unable to perform adequately the duties of the position, the employee shall have the right to bump only the most junior employee whose position the employee is qualified to fill.

(e) Recall

(i) Employees who are laid off or bumped shall be recalled to their former position when it becomes vacant. "Former position" shall mean the last regular position previously held.

(ii) Where the former incumbent on layoff is not the senior person on layoff, the most senior laid-off employee shall be recalled to the position subject to recall.

(iii) Where hours are increased to their former level or higher and the previous incumbent exercised the right to bump, that employee shall have the right to recall. Where the former incumbent declines recall, the present incumbent will be maintained in the position with increased hours.

(iv) Where a position becomes vacant and the former incumbent is no longer available or declines the recall, the vacancy shall be posted in accordance with Article 12. Vacant positions which were not affected by layoff or bumping shall be posted in the normal manner.

(v) Subject to Article 10(e), recall rights shall be maintained by an employee for a period of two (2) years.

(vi) Recall rights will be lost when:

(a) The recall period expires, or

(b) An employee loses their seniority according to Article 10(e), or

(c) An employee posts into a regular position, or

(d) An employee declines recall to their former position.

(vii) Temporary vacancies will not be subject to recall.

(f) Temporary Work

Employees who are laid off shall inform the Employer in writing of the nature and location of unposted temporary work to which they wish to be called. Employees shall be called to such work in seniority order so that no qualified employee is involuntarily without work while a more junior employee is working.

Employees whose temporary work ceases shall have the right to displace another employee whose temporary work will continue for a further two (2) weeks or more.

(g) Continuation of Benefits

The Employer agrees to pay its share of the monthly premium of the medical, extended health, dental and group life plans up to two (2) months for regular employees who have been laid off, provided employees continue to contribute their portion of the premiums.

On expiration of the two-month period, a regular employee on layoff may opt to continue the regular benefit plans provided the plan permits. In such case the employee shall be responsible for advance monthly payments of both shares of the premium costs.

(h) Annual Summer Layoff

Except for (g) above, this Article shall not apply to the annual summer layoff of less than twelve (12) month employees. The availability of summer work for such employees shall be determined in accordance with the Summer Replacement Workers LOU #9.

(i) Resignation Pay After Layoff

A laid off employee who resigns, forfeits their recall rights and shall be paid one (1) weeks' pay for each completed year of service up to a maximum of twenty (20) weeks' pay, provided that the employee:

a) has at least one (1) year of service, and

b) has exhausted their bumping rights, and

c) provides their notice of resignation within thirty (30) days of layoff.

ARTICLE 12: POSTINGS AND STAFF CHANGES

(a) Job Posting

When a vacancy occurs the Employer shall notify the Union and post notice of the position on the district website and in the Employer's office, shops and on all Union designated bulletin boards for a minimum of five (5) working days in order that all regular employees will know about the position and be able to make written or electronic application therefor. Such notice shall contain the following information: location of work site (where identified), nature of position, required knowledge and education, ability and skills, shift and wage and salary rate or range.

If a position is to have an increase in regular hours to become full time then the Employer must post the position.

(b) Posting of Temporary Vacancies and Positions of a Temporary Nature

(i) In the event of a temporary vacancy in excess of eight (8) weeks that the Employer wishes to fill or in the event of the Employer establishing a position of a temporary nature that will exist for more than eight (8) weeks, that vacancy (position #1) will be posted in the normal manner.

(ii) Should a regular employee be the successful applicant for position #1, that employee's job (position #2) shall be posted temporarily. Should a regular employee be the successful applicant for position #2, that employee's job (position #3) shall not be posted. Position #3 shall be available to employees with the required qualifications, fitness and ability on layoff first, then to such temporary employees with seniority.

(iii) If the posted temporary position again becomes vacant within thirty (30) days of the successful applicant commencing work, the next most senior person with the required qualifications, fitness and ability that had originally bid on the temporary position will be awarded the vacancy. In the event there is no other applicant with the required qualifications, fitness and ability who had originally bid on the position then the Employer may fill without posting.

(iv) At the end of the temporary position, unless the former position has been eliminated or reduced in hours, the regular employees shall return to their former positions. There are no bumping rights at the end of temporary postings.

(v) Employees in temporary positions will be required to complete their temporary positions before being eligible for an appointment to a subsequent temporary position. All employees may apply for a regular position at any time.

(c) (i) Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant having the greatest seniority, and having the required qualifications, fitness and ability.

(ii) Trial Period

An employee who has completed probation and who is appointed to a position in a different job number, shall be placed on trial for a period of sixty-five (65) of the employee's working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or so chooses, they shall be returned to their former position without loss of seniority or hourly wage rate, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and hourly wage rate.

(d) Relinquish Regular Position

An employee holding a regular position may elect to relinquish their regular position and maintain their seniority. They shall be placed on the temporary employee list and be offered temporary assignments according to normal procedures. This option shall not be available to permit employees to work with another employer. Employees shall declare their intention to exercise this option by May 1 in each calendar year to take effect July 1 for the subsequent school year. In such an event the employee shall have no recall rights. The employee may use their seniority and qualifications to bid vacancies that subsequently arise.

(e) Union Notification

The Union shall be notified in writing within a reasonable time of all resignations, appointments, hirings, layoffs, rehirings and terminations of employment.

(f) Disabled Employees' Preference

Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disablement is unable to perform their regular duties, may be given the preference of any light work available at the salary payable at the time for the assigned position.

(g) Preparing for Qualifications

In cases of promotion requiring higher qualifications or certification, the Employer shall give consideration to employees who do not possess the required qualifications, but are preparing for qualification prior to filling of a vacancy. Such employees will

be given an opportunity to qualify within a reasonable length of time and to revert to their former positions if the required qualifications are not met within such time.

(h) Transfers

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

(i) if it is considered the employee can better serve the Employer in the new situation, or it is proven that a move will be beneficial to the employee;

(ii) an employee may be temporarily transferred for training in an appropriate school; or

(iii) in cases where there is a duty to accommodate or findings of workplace harassment or bullying.

(i) Summer Posting Process

Vacancies arising in the summer which the Employer intends to fill shall be posted for ten (10) days commencing August 15. Vacancies will be posted on the district website. Electronic applications will be acceptable.

ARTICLE 13: GRIEVANCE PROCEDURE

(a) The Employer shall recognize Shop Stewards or Union executive appointed or otherwise selected by the Union bargaining unit, whose duties shall be to investigate and to attempt to settle disputes and process any grievance in accordance with the grievance procedure. The number of Shop Stewards shall be seven (7).

(b) The Union shall notify the Employer, in writing, of the name of each Shop Steward before the Employer shall be required to recognize any Shop Steward.

(c) In order that the work of the Employer shall not be unreasonably interrupted, the Shop Steward shall not leave work without obtaining permission of their supervisor, which permission shall not be unreasonably withheld.

(d) Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Step 1: The aggrieved employee(s), together with the Shop Steward, shall attempt to settle the grievance with the employee's supervisor with all

dispatch but at all times within sixty (60) days of the date of the incident causing the employee's concern or the date the employee first became reasonably aware. The supervisor shall attempt to resolve the dispute within five (5) working days of being advised of the grievance.

Step 2: Failing satisfactory settlement of the grievance after the completion of Step 1, the Union will submit to the Secretary-Treasurer within ten (10) working days, a written statement of the particulars of the complaint and the redress sought. In an attempt to resolve the dispute a meeting shall be held with the Secretary-Treasurer or designate and the Union within seven (7) working days of receipt of the written grievance. In any event, the Secretary-Treasurer or designate shall render the Employer's written decision within ten (10) working days after the meeting.

Step 3: Failing satisfactory settlement of the grievance after the completion of Step 2, the Union will notify the Employer in writing of their intention to further the grievance within ten (10) working days. A meeting of the Employer Committee and the Union shall be held within seven (7) working days after receipt of such notice. The Secretary-Treasurer or their designate shall render the Employer's written decision within ten (10) working days.

Step 4: Failing satisfactory settlement of the grievance after the completion of Step 3, either party to this Agreement may refer the dispute to arbitration within twenty (20) working days.

(e) Where a dispute involving a question of general application or interpretation occurs, Step 1 of this Article may be bypassed.

(f) Replies to written grievances shall be in writing at all stages.

(g) Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

(h) The Employer shall supply the necessary facilities for the grievance meetings.

(i) Where the Employer alleges that the Union is in violation of any provision of the Agreement, the Employer may file a grievance to the Secretary of the Union within thirty (30) days. The parties shall, if requested, meet to discuss the matter within ten (10) days. Failing satisfactory settlement being reached, the matter may be referred to arbitration in accordance with Article 14.

ARTICLE 14: ARBITRATION

(a) Sole Arbitrator

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within five (5) working days thereafter the parties shall select a sole arbitrator. If the parties cannot agree on the selection of an arbitrator the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party.

(b) Board of Arbitration

By mutual agreement, the parties may elect to use a three (3) person Board of Arbitration. Within five (5) working days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within five (5) working days, the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party.

(c) Arbitration Procedure

The Arbitrator or Arbitration Board may determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The decision of a majority shall be the decision of the Board.

(d) Arbitration Decisions

Arbitration decisions, whether of a sole arbitrator or of a board of arbitration, shall be final and binding on all parties, but in no event shall the Arbitrator(s) have the power to modify or amend this Agreement in any respect.

(e) Expenses

Each party shall pay:

(i) one-half (1/2) of the fees and expenses of a sole arbitrator OR

(ii) the fees and expenses of the arbitrator it appoints AND;

(iii) one-half (1/2) of the fees and expenses of the Chairperson.

(f) Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

(g) Witnesses

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 arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

(h) Alternate Dispute Resolution

Grievances may, by mutual agreement, be submitted to alternate dispute resolution provisions of the Labour Relations Code, including expedited arbitration. Such decisions shall be of no precedential value unless agreed to by the parties. Costs of the process shall be shared equally between the parties.

ARTICLE 15: DISCIPLINE

(a) Notice of Investigation

Where an employee is under investigation by the Employer for any "cause", the employee shall be advised, in writing, prior to being interviewed, of the reasons for the action unless substantial grounds exist for concluding that such notification would prejudice the investigation. The Union shall be notified prior to the employee being advised. The employee shall have the right to a Union representative at any meeting with the Employer in connection with such investigation.

(b) Union Assistance

Where reasonable and practical the employee shall have the right to have a Steward present when subject to written reprimand or more serious discipline. Copies of all formal discipline letters shall be provided to the Union within five (5) days.

(c) Discharge Procedure

(i) The Employer shall not dismiss or discipline an employee bound by this agreement except for just and reasonable cause. When an employee is discharged or suspended, the reason shall be given in the presence of a Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension

(ii) An employee considered by the Union to be wrongfully or improperly discharged or suspended shall be entitled to a hearing under Article 13, Grievance Procedure. Step 2 of the Grievance Procedure shall be omitted in such cases.

(iii) Should it be found upon investigation that an employee has been improperly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is proper and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

(d) Clearing of Records

Provided there have been no further offenses any reference to discipline shall be removed from an employee's file after forty-eight (48) months.

(e) Access to Files

All employees shall have the right to review their personnel files in the presence of an Employer representative during regular office hours. Reasonable requests for photocopies of documents in the file shall be supplied by the Employer.

ARTICLE 16: HOURS OF WORK

(a) Hours of Work

The normal work week shall consist of five (5) seven (7) hour days from Monday to Friday inclusive, except for maintenance, transportation and custodial employees whose normal work week shall consist of five (5) eight (8) hour days from Monday to Friday inclusive.

Notwithstanding any other provisions of this Agreement, those employees who of necessity regularly work on Saturday and Sunday shall have as rest days two (2) other consecutive days of the week. In such event, Saturday and Sunday shall be considered working days and overtime rates will not apply excepting for the time worked in excess of the normal work day. Their days off shall be considered as Saturday and Sunday for overtime provision purposes. Weekend shifts shall only be established where and when required for climatic or educational requirements.

(b) Working Schedule

The Employer agrees, in consultation with the Union, to set forth the working schedule of each department, hereinafter referred to as the "Work Schedule". The schedule shall be deemed to constitute Schedule "B" of this Agreement.

(c) Minimum Hours

An employee starting work in any day and being sent home before completing four (4) consecutive hours shall be paid for four (4) hours. An employee reporting for work but sent home before commencing work shall be paid for two (2) hours at regular rates.

The consecutive hours' requirement does not apply to bus drivers.

A meal break of up to one (1) hour shall be excluded from the consecutive hours.

This clause shall not apply to:

(i) student supervisors and crossing guards,

(ii) employees replacing the regular employee where the work being replaced is less than four (4) hours or the replacement employee is only qualified for a part of the shift's work;

(iii) small schools with fewer than seventy-five (75) students as of September 30 in which case a two-hour minimum will apply for that school year;

(iv) other positions as mutually agreed.

(d) Break Periods

All employees working shifts of three (3) hours or more but less than six (6) hours shall be permitted one (1) fifteen (15) minute rest period. Employees working shifts of six (6) or more hours shall receive two (2) fifteen (15) minute rest periods; one (1) in the first half and one (1) in the second half of a shift.

ARTICLE 17: OVERTIME

(a) Overtime Rates on Weekdays

All time worked beyond the normal work day shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for the first two (2) hours and double time after two (2) hours in any one day or shift, Monday to Friday.

(b) Overtime Rates on Saturdays, Sundays and Holidays

Time worked on an employee's first day of rest (normally Saturday) shall be paid at time and one-half the standard rate of pay for the first two (2) hours worked and double time for every hour worked thereafter. All time worked on an employee's second day of rest (normally Sunday) shall be paid at double the standard rate of pay for every hour worked. Any employee who is required to work on a holiday shall be paid at the rate of double their standard rate of pay for every hour worked, in addition to regular holiday pay.

(c) Bus Drivers

For overtime worked on normal working days or on days of rest, bus drivers shall be paid as follows:

(i) Driving – at straight time for hours worked up to and including eight (8) hours on a normal working day and at overtime rates in accordance with Article 17(a) for hours beyond eight (8) on a normal working day or Article 17(b) on Saturdays, Sundays and holidays;

(ii) Waiting Time - at straight time rates except for eight (8) hours' sleeping time and one (1) hour per meal which shall be without pay;

(iii) On a day where no driving and only waiting time occurs, a maximum of eight (8) hours at straight time.

Bus drivers' necessary trip expenses will be paid at full cost on presentation of paid receipts.

(d) Banked Overtime

The parties hereby agree that, notwithstanding the provisions of this Article, employees shall be permitted to accumulate overtime credits in lieu of cash payment, such leave to be equal to the appropriate overtime cash rate. Overtime credits not used within a school year shall be carried forward for a maximum of one (1) school year.

Such leave shall be taken at times mutually agreed between the Employer and the employee and shall not interfere with the efficient operation of the school district.

This clause shall be administered in accordance with policies determined between the school district and the Union.

(e) Minimum Call-Back Time

All employees who are called out and required to work in an emergency outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates and shall be paid from the time they leave home to report for duty until the time they arrive back upon proceeding directly from work.

(f) Overtime During Layoffs

There shall be no extended amount of overtime worked in any operation while there are employees on layoff in the same or similar type of operations and who are qualified to perform the available work.

ARTICLE 18: SERVICE IMPROVEMENT FUND

Commencing July 1, 2020, the $31,933 of funding provided for in the 2019-2022 Provincial Framework Agreement, will be used to establish a Service Improvement Fund for support staff. The Fund will be administered by the Labour Management Committee and will be used to enhance services to students by:

a) providing hours to education assistants, child and youth care workers, Indigenous education advocates to support students on school buses; and/or

b) providing learning opportunities on non-instructional days during the school year, and/or to provide access to specific training agreed upon by the parties, and/or to provide additional hours of work.

Any remaining funds available at the conclusion of the year will be rolled over to the following year. The Employer is under no obligation to expend more than the $31,933 per year (plus any rolled over fund from previous years) provided for by the Provincial Framework Agreement.

ARTICLE 19: HOLIDAYS

(a) (i) All regular employees working a twelve (12) month schedule shall receive one (1) day's pay for not working on the following holidays:

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

or any other day proclaimed by the Federal or Provincial Government as a holiday.

(ii) All regular employees working a schedule of less than twelve (12) months shall receive one (1) day's pay for not working on the holidays listed in Article 19(a)(i) subject to the following:

To be eligible for the Canada Day, B.C. Day and Labour Day holidays regular employees must work their regularly scheduled hours during the week before and during the week after the holiday. In-service training will not be considered as regularly scheduled hours for the purposes of holiday entitlement.

(b) When any of the aforementioned holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at the regular rate of pay; such day off to be taken at the discretion of the Employer.

(c) All temporary employees shall receive 4.6% of straight time earnings in each pay period in lieu of statutory holidays.

(d) A regular employee on layoff who does un-posted temporary work shall be paid 4.6% under Article 19(c), unless they post into a temporary position. In such case they are paid the stats as if they held a regular position. Employees are not entitled to both forms of payment.

ARTICLE 20: ANNUAL VACATIONS

(a) Regular Twelve (12) Month Employees

Every regular twelve (12) month employee who has been on the seniority list for at least one (1) year as at June 30 shall be granted a period of vacation with pay as provided below:

After 1 year's seniority as at June 30 - 3 weeks
After 7 years' seniority as at June 30 - 4 weeks
After 15 years' seniority as at June 30 - 5 weeks
After 23 years' seniority as at June 30 - 6 weeks

Any regular twelve (12) month employee who has been on the seniority list for less than one (1) year as at June 30 shall be granted vacation with pay at the rate of one and one-quarter (1 1/4) working days for each completed month of seniority but the total allowed shall not exceed fifteen (15) working days.

(b) Entitlement During Leaves of Absence

When a regular twelve (12) month employee is on an approved leave of absence without pay, layoff or Long Term Disability (LTD), vacation entitlement earned during this period shall be reduced by one-twelfth (1/12) for each month or major portion thereof of such leave.

(c) Holidays During Vacations

If a statutory or declared holiday falls or is observed during an employee's vacation period, an additional day's vacation for such holiday in addition to regular vacation time shall be granted.

(d) Sick Leave/Bereavement Leave During Vacation

When an employee who is on vacation becomes sick, requiring hospitalization, or experiences a bereavement as outlined under Article 23(d), the employee shall be entitled to use either sick leave (for all days of hospitalization and subsequent confinement to home) or bereavement leave and have that proportion of vacation leave reinstated.

(e) Preference in Vacations

The months of July and August shall be the recognized vacation period and wherever possible vacations shall be granted employees during these months. However, by mutual agreement, vacations may be arranged in any other months of the calendar year. In the event of conflict between employees' preferences, the choice shall be determined by seniority.

(f) Regular Less Than Twelve (12) Month Employees

Regular less than twelve (12) month employees and temporary employees on the seniority list shall receive vacation pay each pay period* in accordance with the following formula:

Less than 1 year of seniority as at June 30	- 6% of bi-weekly earnings
After 1 year of seniority as at June 30	- 6% of bi-weekly earnings
After 7 years of seniority as at June 30	- 8% of bi-weekly earnings
After 15 years of seniority as at June 30	- 10% of bi-weekly earnings
After 23 years of seniority as at June 30	- 12% of bi-weekly earnings

(g) Temporary Employees Without Seniority

Any temporary employee not on the seniority list shall be paid each pay period* four percent (4%) of bi-weekly earnings in lieu of vacation.

* Note: The Employer and the Union may negotiate a different practice regarding the payment method.

(h) Vacation Pay Upon End of Service

An employee leaving the service at any time in the vacation year before receiving vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, their estate shall be credited with the value of vacation credits owing.

ARTICLE 21: SHORT TERM DISABILITY PROGRAM

(a) Rate of Payment

Where a regular employee is unable to work due to illness, disability, quarantine or an accident for which compensation is not payable under the *Workers Compensation Act*, 100% pay for the first six (6) sick days' absence in any one year shall be received. After the sixth day the employee shall receive seventy percent (70%) of their regular pay for a period not to exceed one hundred twenty (120) calendar days (or one hundred eighty (180) calendar days per Article 22(a)(iv)) from the first day of the last

absence. Employees who use all or part of their six (6) sick days in a school year shall have the entitlement reinstated in the following year.

(b) Use of Credits

Sick leave credits accumulated under the former sick leave plan shall be frozen as of June 30, 1987. Employees who have earned such credits shall use their credits to supplement 30% of a day's accumulated credit to each day of absence, thereby receiving 100% pay to the extent of accumulated credits or one hundred twenty (120) calendar days, whichever is the lesser. Credits may not be used while on the long term disability program but will be retained for future use on return to work. All sick leave credits are cancelled upon termination of employment.

(c) Proof of Illness

An employee may be required to produce a certificate from a duly qualified practitioner for any illness/injury certifying:

(i) The general nature of the absence (illness/injury).

(ii) The employee is under the physician's care.

(iii) The employee is unable to carry out their duties due to such illness/injury.

(iv) The future prognosis and likely return to work date.

(d) Sick Leave During Absence

Employees shall not be entitled to payment under this Article while on leave without pay, layoff or Long Term Disability (LTD).

(e) Sick Leave Allowance Records

A record of all unused sick leave allowance will be kept by the Employer. The Employer shall advise each regular employee annually of the amount of their accumulated sick leave allowance. Any regular employee is to be advised, on application, of the amount of their sick leave allowance.

(f) Sick Leave Repayment

Where an employee is involved in an accident 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 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.

ARTICLE 22: LONG TERM DISABILITY PROGRAM

(a) (i) All regular employees shall participate in the government-funded CORE Public Education Benefit Trust (PEBT) Long Term Disability (LTD) plan. The Core PEBT LTD plan shall be at no cost to the Employer, the Union or the employees and includes access to the Joint Early Intervention Service (JEIS). The LTD plan shall commence 120 calendar days after disability and shall be fully integrated and subject to such other conditions as the plan carrier shall require.

In the event that the PEBT LTD plan is discontinued, any subsequent mutually-agreed LTD plan shall be employer funded at sixty percent (60%) of salary.

(ii) In the event that the PEBT plan ceases LTD coverage then, on the effective date of the coverage ending, Article 21(a), (b) and 22(a) (i) shall be deemed to be amended from 120 calendar days to 180 calendar days.

(iii) In the event that the PEBT plan changes the elimination period from 120 calendar days, the 120 days in Article 21(a), (b) and 22 (a)(i) will be deemed to be changed to the lesser of the new elimination period or 180 calendar days.

(iv) Any employee who has been receiving Short Term Disability (STD) and is turned down for LTD, shall be eligible for STD pursuant to Articles 21(a) and (b) for a period of 180 calendar days subject to the following conditions:

(a) that the Employer reserves its right to require medical proof of disability/illness;

(b) that the 180 calendar days will include all days, working or not, from the start of the 120 days mentioned in paragraph 21(a);

(c) that the employee made all reasonable efforts to access the PEBT plan including meeting all the PEBT plan requirements regarding medical information, JEIS, appeals, and other process requirements;

(d) that any employee seeking the continuance of STD after being denied access to the PEBT plan will disclose to the Employer the information utilized by the Plan in denying the claim;

(e) that the employee agrees that if the employee is successful in obtaining LTD for any period of time between the 120th and 180th day that the employee will repay the monies received from the Employer for the same period of time for which LTD payments are received. If alternate arrangements are not made with the Employer, then the repayment shall be made immediately upon receipt of the first LTD payment.

(b) Employees shall retain employee status while on the LTD program but shall only be entitled to the following provisions of the agreement:

(i) Article 10(d) Seniority During Absence

(ii) Article 30(b) Pension Plan

(iii) Article 30(c) Medical and Dental Benefits, (d) Group Life and (f) EFAP subject to the provisions of the plans.

ARTICLE 23: LEAVE OF ABSENCE

All leave requests under this Article shall be in writing and shall give reasonable notice to the Employer considering all the circumstances of the leave. In cases of emergency the leave request may be submitted retroactively.

(a) Employer Paid Union Leave

Where permission has been granted to representatives of the Union to leave their employment temporarily to meet with the Employer with respect to negotiations, grievances, safety or labour-management matters, they shall suffer no loss of pay for time so spent.

(b) Union Leave

The Employer shall grant leaves of absence without pay to not more than two (2) employees to represent the Union at Union conventions, to attend Union seminars or to carry on other Union business, provided that adequate replacements are available.

The Employer shall grant leave without pay to the President, Vice-Presidents, Secretary-Treasurer, Recording Secretary, Unit Chair and Shop Stewards of Local 523 to carry out necessary Union business providing adequate replacements are available.

(c) Full-time Leave for Union or Elected Office

Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay by the Employer for a period of one (1) calendar year from date of appointment. Such leave shall be renewed each year during their term of office. Seniority shall continue to accrue during such leave. On return to work an employee shall be placed in their former position if possible or a similar position.

(d) Bereavement Leave

A regular employee shall be granted a maximum of five (5), if necessary, regularly scheduled work days leave without loss of salary or wages in the case of the death of a parent, spouse (including common law), sister, brother, child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Reasonable leave of absence shall be granted for travel and estate affairs without pay.

(e) Pallbearer Leave

Up to one (1) day to a maximum of three (3) days per year shall be granted without loss of salary or wages to a regular employee to attend a funeral as a pallbearer, provided such employee has the approval of the Employer.

(f) Compassionate Leave

Where a regular employee makes written application for compassionate leave because of critical illness within their family and where such leave is approved by the Employer, leave of absence with pay up to a maximum of twelve (12) days per year will be granted. The employee may be required to produce a certificate from a duly qualified medical practitioner as proof of such illness in their family.

Unpaid compassionate care leave shall be provided in accordance with the provisions of the *British Columbia Employment Standards Act*.

(g) Jury Duty

A regular employee required to serve as a juror or obey a subpoena as a court witness shall be granted leave with pay. The employee shall give proof of such required service and shall pay to the Employer any fees received for such service.

(h) Maternity and Parental Leave

Employees shall be granted maternity and/or parental leave in accordance with provisions of the British Columbia Employment Standards Act.

(i) Childbirth Leave

A regular employee shall be granted necessary time with pay to take their spouse or common-law partner to a hospital, return them home from hospital, or attend the birth of the child. Such leave shall not exceed one (1) day and may be taken in two (2) half days.

(j) General Leave

Provided that adequate replacements are available, the Employer may grant leave of absence with or without pay, for good and sufficient reason acceptable to the Employer. Requests for extended maternity leave or adoption leave will be considered under this clause.

(k) Family Responsibility Leave

Employees shall be granted leave in accordance with provisions of the British Columbia Employment Standards Act.

(l) Ethno-Cultural and Religious Leaves of Absence

Where established ethno-cultural or religious practices provide for ceremonial occasions, the employer may grant up to five (5) days leave without pay per school year.

ARTICLE 24: PAYMENT OF WAGES AND ALLOWANCES

(a) Requirement To Fill

The indication of a job and accompanying wage rate in the Wage Schedule shall not bind the Employer to create or fill any job.

(b) Pay Days

The Employer shall pay salaries and wages every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages, deductions and accruals. Payment shall be made by way of deposit to the employee's bank.

Rates of pay will be set according to the Joint Job Evaluation Maintenance Procedures as set out in Letter of Understanding #1 and attached to this Agreement.

(c) Payment In Lieu

The following groups of employees shall receive seventy-five cents (75¢) per hour in lieu of sick leave (Article 21), paid leaves of absence (Article 23), benefits (Article 30) and clothing allowance (Article 24(f)):

(i) regular employees on layoff who are called for temporary work under Article 11(f), on expiration of the two-month period under Article 11(g);

(ii) temporary employees with seniority;

(iii) probationary employees without seniority from the 109th day of work in the preceding twelve (12) months.

The payment shall not be made when an employee relieves in a position regularly scheduled less than half time unless the employee works half or more of the normal weekly hours.

(d) Pay During Temporary Transfers

If an employee substitutes on any job during the absence of another employee or performs duties of a higher classification, the employee shall receive the rate for the job or their regular rate, whichever is the greater.

(e) Automobile Allowance

Employees shall not be required to supply a vehicle to perform their duties as a condition of employment. Where an employee is requested by the Employer and agrees to use a private automobile to carry out their duties, a mileage allowance shall be paid by the Employer that is equal to the mileage allowance of the BCSTA as amended from time to time.

Mileage to and from the employee's place of residence shall be payable under this provision if such mileage is incurred when the employee is required by the Employer to use a private automobile to carry out duties during a special "call-out" outside of the employee's regular hours of work.

(f) Clothing Allowance

Regular employees shall be reimbursed for district-approved clothing annually, upon submission of receipts, as follows:

(i) maintenance, transportation and custodial employees, up to one hundred and forty dollars ($140) for clothing (includes footwear),

(ii) employees who are required to participate in student swim programs, up to fifty dollars ($50) for swimsuits,

(iii) where required, smocks or other protective clothing will be provided.

(g) Differential Pay

Graveyard Shift - fifty cents (50¢) per hour. Shift to be defined in Schedule "B" of this Agreement.

(h) Workers Compensation Board (WCB) Occupational First Aid Attendants

When the Occupational Health and Safety Regulations (OH&S) require that an Occupational First Aid attendant is required at a facility, an employee designated by the Employer shall be paid a premium based on the class of certificate set out below:

Level 2 Certificate $0.55 per hour
Level 3 Certificate $0.60 per hour

plus course fees to the level required by OH&S Regulations. It is understood that the Employer may designate an employee other than a member of this bargaining unit.

(i) Dirty Pay

Maintenance employees performing assigned work classified as 'dirty work' shall receive an additional one dollar ($1.00) per hour while performing such work. Dirty work includes, but is not limited to, contact with raw sewage, cleaning grease traps, asbestos abatement and any other unusually dirty work agreed to by the Parties.

ARTICLE 25: WCB SUPPLEMENTAL BENEFITS

An employee prevented from performing their regular work with the Employer on account of an occupational accident arising out of their employment with their current school district that is recognized by the Workers' Compensation Board (WCB) as compensable within the meaning of the *Workers' Compensation Act*, shall receive from the Employer the difference between the amount payable by WCB and their regular salary to a maximum of six (6) months.

ARTICLE 26: CHANGES THROUGH MECHANIZATION AND TECHNOLOGY

No regular employee shall be dismissed because of mechanization, or technical change unless, through discussion between the Employer and the Union, agreement has been reached.

In the event that the Employer should introduce any technological methods or mechanization which require new or greater skills than are possessed by an employee under the present method of operation such employee shall, at the expense of the Employer, undergo a period of training, during which time the employee will have the opportunity of becoming fully qualified. Prior to entering into the training period, discussion shall take place between the parties to this Agreement in order to determine the manner and method of replacing the employee while undergoing training and the job to which the employee may return should the training be unsuccessful.

ARTICLE 27: SEVERANCE PAY

If, as a result of the Employer ceasing all or part of the operations, or merging with another Employer, or if by reason of any changes in operating methods the Employer is unable to provide work for a displaced employee with five (5) or more years of service with no reduction in pay in a comparable class of work, the employee shall be given thirty (30) days' notice and severance pay on the basis of one (1) week's pay, at the regular rate of the position last occupied, for every year of completed service with the Employer.

ARTICLE 28: JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

(a) The parties agree that the intent of this Agreement is to ensure that all employees shall have access to the Occupational Health and Safety Committee structure. Joint Occupational Health and Safety Committees will be established and operated as outlined below:

(i) Union representatives shall be employees at the workplace appointed by the Union, the Employer representatives shall be appointed by the Employer.

(ii) The committee will function in accordance with the WorkSafeBC requirements and Occupational Health and Safety Regulation and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committee shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.

(iii) Employees who are representatives of the committee shall not suffer any loss of basic pay for the time attending a committee meeting.

(iv) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive cash or equivalent time off at straight time.

(b) The Employer shall save harmless and indemnify any employee from claims that may arise from the administration of medication as covered by the Comprehensive General Liability Insurance Provisions of the Provincial School Protection Plan.

ARTICLE 29: INTENTIONALLY LEFT BLANK

ARTICLE 30: BENEFITS

(a) Eligibility

Regular employees who are employed on a half-time basis or more shall be eligible for all benefits provided by this Agreement as the conditions of the benefit contracts will permit or as specifically provided in benefit clauses.

(b) Pension Plan

Regular employees shall participate in the existing plan in accordance with the terms of the plan and in any future plan that may be entered into by mutual agreement by the parties thereto.

(c) Medical and Dental Benefits

(i) The Employer shall contribute ninety-five percent (95%) of the premiums for the recognized medical plan for all regular employees.

(ii) The Employer shall contribute ninety-five percent (95%) of the premiums for the recognized extended health plans including eyeglass option for all regular employees.

(iii) The Employer shall contribute ninety-five percent (95%) of the regular monthly premiums of a mutually acceptable basic dental plan for all regular employees participating.

(iv) Benefits Coverage During Absences (Leaves and Layoffs)

a. In the case of absence for illness or injury including absences which are compensable within the meaning of the *Workers Compensation Act*, the Employer contribution will be paid for medical, extended health and dental for a maximum of one (1) year from commencement of illness or injury providing those employees continue to pay for their portion of any premiums. Thereafter, the employee may pay the full premiums through the Employer, provided it is permissible under the plan.

b. In the case of layoff, see Article 24(c) and Article 11(g).

c. In the case of absence due to a statutory leave, per the *British Columbia Employment Standards Act*, the Employer shall continue benefits contributions for employees providing these employees continue to pay for their portion of any premiums.

d. In the case of any other unpaid leaves, the employee may pay the full premiums through the Employer, provided it is permissible under the plan.

(d) Group Life Insurance

Regular employees shall participate in a Group Insurance Plan with the Employer paying ninety-five percent (95%) of the regular monthly premiums. The amount shall be two times (2x) annual basic wages raised to the next higher even multiple of $500, subject to a minimum of $10,000.

(e) Retirement Benefits

(i) Retirement shall be in accordance with the provisions of the Municipal Pension Plan rules.

(ii) Upon retirement of an employee who is contributing to the Municipal Pension Plan, the employee shall receive one (1) week's pay for every year of continuous paid service with the Board.

(iii) Upon retirement of an employee who is not contributing to the Municipal Pension Plan, the employee shall be granted one and one-half (1 1/2) days' pay for every month of continuous paid service with the Employer.

(iv) Payment of benefits in the preceding two paragraphs of this section is to be based on the rate of pay effective immediately preceding such retirement.

(v) The benefits provided in this section shall apply only to employees with a minimum of eight (8) years' service with the Employer and shall extend to and include a maximum of twenty (20) years' service.

(vi) Employees will be deemed to have retired if they resign after having attained age fifty-five (55).

(vii) In the event of the death of an employee prior to retirement any benefit accrued under this provision shall be paid to those relatives of the employee, if any, who are directly dependent on the employee's salary for their livelihood.

(f) Employee and Family Assistance Program

The Employer shall contribute fifty percent (50%) of the regular monthly premiums for a mutually acceptable employee and family assistance program. Participation in the program shall be a condition of employment for all regular employees.

ARTICLE 31: GENERAL CONDITIONS

(a) Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and keep their clothes.

(b) Bulletin Boards

The Employer shall provide bulletin boards in all shops and offices upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such bulletin boards shall be placed in a prominent place for all employees to see.

(c) Fire Insurance

The Employer shall provide fire insurance covering the tools owned by employees while used in performance of their duties with the Employer.

(d) Strike at Employer's Premises

Employees shall not be required to cross picket lines established at the premises of the Employer or at firms with whom the Employer conducts business. However, essential services shall be maintained.

(e) Instructional Courses

The Employer agrees to pay the full cost of any course of instruction required by the Employer for any employee to better qualify the employee to perform their job.

(f) Retirement Seminar

An employee is entitled to attend a CUPE Retirement or other retirement seminar once in a career. If the seminar is held during regularly scheduled working hours it shall be without loss of pay, up to a maximum of one day.

ARTICLE 32: PRESENT CONDITIONS AND BENEFITS

All rights, benefits and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 33: SUBCONTRACTING

No regular employee of the School District shall lose their job or suffer a reduction of hours as a result of the Employer subcontracting work.

ARTICLE 34: GENERAL

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

Whenever the word "year" is used in this Agreement, it shall be considered the school year from July 1 to June 30 unless otherwise defined.

ARTICLE 35: TERM OF AGREEMENT

This Agreement, unless changed by mutual consent of both parties, hereto, shall remain in effect for three (3) years commencing July 1, 2019 through the period ending June 30, 2022, but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other party during the four (4) month period immediately preceding June 30, 2022. If no such notice is given, this Agreement shall remain in effect from year to year until termination by either party upon notice in writing to the other party during the four (4) month period immediately preceding the 30th day of June in any one year. If no agreement is concluded at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in effect up to the time a subsequent agreement is reached or until negotiations are discontinued by either party.

IN WITNESS WHEREOF both parties hereto have executed this Agreement.

SIGNED this ____ day of _____, 2020.

SIGNED FOR THE EMPLOYER:

_____
Secretary-Treasurer, School District NO. 53

SIGNED FOR THE UNION:

_____
President, Local 523

_____
Secretary-Treasurer, Local 523

SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)
Effective July 1, 2019 to June 30, 2022
WAGE SCHEDULE "A"

		Job Eval.	May 1/19	July 1/19	July 1/20	July 1/21
Job. No.	Position Title	Pay Grade	1.75%	2%	2%	2%
101	Student Supervisor	C	20.30	20.71	21.12	21.54
103	Crossing Guard	A	18.46	18.83	19.21	19.59
104	Education Assistant	F	23.25	23.72	24.19	24.67
104A	Education Assistant Personal Care 1	G	24.28	24.77	25.27	25.78
104B	Education Assistant Personal Care 2	H	25.35	25.86	26.38	26.91
107	Child/Youth Care Worker	I	26.43	26.96	27.50	28.05
109C	Cafeteria Coordinator	E	22.22	22.66	23.11	23.57
110A	Cafeteria Assistant	B	19.34	19.73	20.12	20.52
111	Library Assistant	B	19.34	19.73	20.12	20.52
117	Student Supervisor (SOSS)	A	18.46	18.83	19.21	19.59
123	Speech Language Assistant	G	24.28	24.77	25.27	25.78
128	Indigenous Education Advocate	F	23.25	23.72	24.19	24.67
135	StrongStart Facilitator	H	25.35	25.86	26.38	26.91
201A	School Secretary Receptionist	D	21.26	21.69	22.12	22.56
204	School Secretary (Career Prep)	D	21.26	21.69	22.12	22.56
205B	Adminstrative Secreatary (YouLearn.ca)	I	26.43	26.96	27.50	28.05
208	Administrative Secretary (Secondary)	J	27.53	28.08	28.64	29.21
210	Administrative Secretary (Elementary)	I	26.43	26.96	27.50	28.05
211	Administrative Secretary (Elementary)	I	26.43	26.96	27.50	28.05
212	Administrative Secretary (Secondary)	J	27.53	28.08	28.64	29.21
213	District Receptionist	E	22.22	22.66	23.11	23.57
228	Payroll Assistant	G	24.28	24.77	25.27	25.78
231	School Accounting Clerk	E	22.22	22.66	23.11	23.57
239	Accounting Clerk	E	22.22	22.66	23.11	23.57
247	District Admin Secretary (Student Support)	H	25.35	25.86	26.38	26.91
252A	Transportation Assistant	J	27.53	28.08	28.64	29.21
303C	Custodian	D	21.26	21.69	22.12	22.56
308	Painter	K	31.09	31.71	32.34	32.99
309	Grounds Worker	D	21.26	21.69	22.12	22.56
311	Grounds Keeper	I	26.43	26.96	27.50	28.05
312	Carpenter	K	31.09	31.71	32.34	32.99
316	Electrician	K	31.09	31.71	32.34	32.99
319	Mechanic	K	31.09	31.71	32.34	32.99
320	Plumber	K	31.09	31.71	32.34	32.99
324	Benchwork Joiner (Cabinet Maker)	K	31.09	31.71	32.34	32.99
327	Bus Driver	I	26.43	26.96	27.50	28.05
345	Maintenance Worker III	G	24.28	24.77	25.27	25.78
408B	Computer Technician	N	32.21	32.85	33.51	34.18

Custodian in charge of a one-custodian school shall receive fifty cents ($.50) per hour in addition to their regular rate of pay.

Chief Custodian in charge of one or more custodians in a school shall receive fifty cents ($.50) per hour and fifteen cents ($.15) per hour for each custodian under their charge in addition to their regular rate of pay.

Rates for Leadhand

Leadhand shall receive a one dollar and seventy-one cents ($1.71) premium in addition to their regular rate of pay. Leadhands must be designated by the Superintendent (or Designate). However, an employee shall not be considered as responsible for employees working with them unless designated as the Leadhand.

SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)
SCHEDULE "B"

This Schedule is written pursuant to Article 16(b) of the Agreement and any changes in the Schedule shall be determined by the Employer only after consultation with the Union.

WORK SCHEDULE

Custodians:	Between 2:30 PM and 12:00 midnight (on days when school is not in session, employees will have the option to work the maintenance/grounds work schedule)
Maintenance/Grounds:	7:00 a.m. - 3:30 p.m. (1/2 hour unpaid lunch)
Bus Drivers:	To be arranged according to requirements of the route and other duties, but in no event to extend over a period longer than twelve (12) hours.
Office Employees and Education Assistants:	Between 8:00 AM and 4:30 PM

LETTER OF UNDERSTANDING #1

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

Joint Job Evaluation Committee Maintenance Procedures

All newly created or revised jobs shall be referred to the Joint Job Evaluation Committee for review and rating. The Maintenance Procedure will be used to maintain the Joint Job Evaluation Plan in the following instances:

1. Joint Job Evaluation Committee

    1.1 The parties shall each appoint three (3) members to the Joint Job Evaluation Committee.

    1.2 The terms of reference of the Committee shall be as set out in this Letter of Understanding.

    1.3 The Committee shall meet as required to carry out its tasks. Evaluations of positions under Section 2 – Evaluations and Section 3 – Appeal Procedures shall be completed within six (6) months of submission under sections 2.1.2, 2.2.1 or 3.1.1 as the case may be.

    1.4 A Committee member shall be excused from rating their own job, the position of a direct subordinate, or any employee where the rating of that job may place them in a conflict of interest.

2. Evaluations

    2.1 Creating of a new position

        2.1.1 It is the responsibility of the Employer to prepare a job description whenever a new job is created.

        2.1.2 The job description shall be referred to the Committee which will determine the appropriate rating and advise the Employer.

2.1.3 The Employer shall provide the incumbent of the new position with a copy of the job description and rating upon appointment.

2.1.4 If the Committee is unable to establish a rating for a newly created job prior to posting of the position, the Employer may proceed with implementation using an interim rating.

2.1.5 After six months, a questionnaire shall be completed by the incumbent and referred to the Committee.

2.2 Changes to existing positions

Job descriptions shall not be construed as prohibiting the Employer from requiring incumbents to perform comparable or transient duties within the area of knowledge and skills required by the job description. However, if such additional assignments become a continuing responsibility, or they become recognized as part of the job requirement and they are of sufficient importance to potentially influence the job rating, the following procedures apply:

2.2.1 The Employer or incumbent shall complete a Request for Review Form, forwarding copies to the Committee to review as soon as possible.

2.2.2 The Committee shall review and confirm or revise the evaluation, if necessary, ensuring the adequacy of the job description and/or application of the evaluation manual.

2.2.3 The Joint Job Evaluation Committee will consider whether all incumbents to that job number need to be part of the evaluation process. Adjustments to pay rates arrived at through the joint job evaluation process shall apply to all incumbents of a job number.

2.2.4 Copies of the Advice of Decision form shall be forwarded to the Employee, the Employer(s) and the Union.

2.2.5 If either the employee, the Union or the Employer does not agree, the decision may be challenged through the appeal procedures as outlined.

2.2.6 When a job description and evaluation is changed by the foregoing process, it shall be implemented retroactively to the date when the Request for Review form was completed and submitted to the Secretary-Treasurer or designate by the employee.

2.2.7 Any employee affected by downward adjustment shall be red-circled as of the date in 2.2.6 above.

3. Appeal Procedures

3.1 The appeal procedure may be used by incumbents, the Union, or the Employer after the job description and job rating has been completed as per section 2 (Evaluations) and either party feels that the job description is inadequate or the rating for the job is incorrect.

Steps in the Appeal Procedure are as follows:

3.1.1 When there is a concern that the job description is inadequate or the rating is incorrect, it shall be referred to the Committee, who may discuss the matter with the incumbent(s) and the Employer. Concerns should be referred to the Committee as soon as possible after they become apparent.

3.1.2 If the Committee agrees to a change in the evaluation, it shall be revised and implemented accordingly.

3.1.3 If the Committee does not agree that a discrepancy exists, the Committee will so advise the parties.

3.1.4 If the parties involved do not accept the Committee's decision, the Union or Employer may pursue the matter through the arbitration process.

3.1.5 When a job evaluation is changed by the foregoing process, it shall be implemented retroactively to the date as in 2.2.6.

4. Arbitration Procedures

4.1 When agreement cannot be reached in the Committee on matters involving the accuracy of job descriptions and evaluations and/or the interpretation and application of the job evaluation rating manual, the matter shall be referred to a mutually-agreed upon mediator.

4.2 Where mediation is unsuccessful, the matter may be referred to arbitration.

4.3 The selection and subsequent appointment of an arbitrator shall be by mutual agreement between the Union and Employer. Should there not be agreement, the Arbitration article shall apply.

5. General Maintenance Procedures

The Committee shall:

5.1 Review and recommend revisions to the evaluation manual, forms and procedures as deemed necessary.

5.2 Every three years or otherwise, as deemed necessary, review the rating of a sampling of jobs by the Committee for the purpose of ensuring that relativity is being maintained.

SIGNED this _____ day of _____, 2020.

FOR THE EMPLOYER:

_____
Secretary-Treasurer, School District NO. 53

FOR THE UNION:

_____
President, Local 523

_____
Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING #2

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

Provincial Accord Re School Year Layoffs

1. The Public Sector Accord on K-12 Support Staff Issues contains the following provision:

   Government Funding Flows

   To address the structure and operation of government funding flows, Government will commit to ensuring that the funding allocation formula used to calculate the preliminary funding (spring) for districts will be utilized to calculate final funding (fall) allocations to districts. Further, it will commit to providing school districts with the technical ability to calculate final funding allocations during the month of September. School districts and local unions agree to cooperate in implementing the operational practices/parameters to facilitate the achievement of the staffing process contemplated by this element of the Accord. This includes identifying ways to address emergent circumstances occurring after September 30th. In return, school districts will commit that regular (continuing) support staff employees in positions as at September 30th will not be declared surplus (laid off) to the districts for that school year.

2. The parties agree that this provision applies to all regular and probationary employees in regular positions as at September 30, 2000 and each subsequent September 30 for the life of this Letter.

3. In the event that an employee is to be laid off or to have a reduction of hours, the provisions of Article 11 shall apply to employees other than Education Assistants. Education Assistants shall be governed by the Letter of Understanding re Education Assistants. There shall be no reduction of normal compensation for employees covered by this provision prior to the end of the school year unless the employee declines reasonable alternate work, accepts layoff or bumps.

4. Where an employee alleges that the alternate work offer is unreasonable, the parties shall meet to resolve the matter. Failing agreement, the matter shall be determined through expedited arbitration within the thirty-day notice period for layoff.

SIGNED this _____ day of _____, 2020.

FOR THE EMPLOYER:

_____
Secretary-Treasurer, School District NO. 53

FOR THE UNION:

_____
President, Local 523

_____
Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING #3

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

Student Field Trips (Excluding Bus Drivers)

1. When required by the Employer to accompany a student(s) on a field trip, an employee shall be paid at straight time for all hours actually worked up to thirty-five (35) hours in a week.

2. Hours worked in any overnight situation shall exclude eight (8) hours sleeping time and one (1) hour per meal per day.

3. Any hours worked over thirty-five (35) hours in a week shall be at the applicable overtime rates even if worked as part of the employee's regularly scheduled shifts.

4. An employee shall be allowed to work their regularly scheduled shifts even if thirty-five (35) hours work has been reached in that week due to the field trip.

SIGNED this _____ day of _____, 2020.

FOR THE EMPLOYER:

_____
Secretary-Treasurer, School District NO. 53

FOR THE UNION:

_____
President, Local 523

_____
Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING #4

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

The parties agree as follows:

Supervisors and Crossing Guards

1. That the terms and conditions of the present CUPE contract apply to the above except as hereinafter amended:

2. a. Seniority for regular Supervisors and Crossing Guards is applied on a Supervisor/Crossing Guards classification only basis. Seniority shall be accumulated in hours and be effective from the date of employment and/or September 1, 1989, whichever last occurred and maintained as a separate list.

   b. Temporary Supervisors and/or Crossing Guards shall not accumulate seniority and shall not be entitled to special consideration by right of seniority.

   c. Employees shall be entitled to use their seniority for the following purpose only:

      -- call to work within the Supervisor/Crossing Guard classification;

   d. Seniority accumulated as a Supervisor and/or a Crossing Guard shall not be considered in job postings for other job classifications within the bargaining unit although any such employee who applies shall be given the same consideration as other non-seniority-rated applicants.

   e. When a Supervisor or Crossing Guard is the successful applicant to a regular position, their seniority within the Supervisor/Crossing Guard classification shall be converted and back dated to a calendar date upon successful completion of the probationary period based on the following formula: 80 hours worked = 1 month seniority.

3. Regular employees who are successful applicants for the position of Supervisor/Crossing Guard shall be subject to the terms and conditions as listed in this Letter of Understanding if the employer permits employees to hold more than one job.

4. It is recognized that teachers and administrative officers may also provide supervision pursuant to the *School Act*. This Letter of Understanding is not applicable to teachers.

5. Employees shall not be paid overtime as a result of work performed by them as Supervisors or Crossing Guards.

SIGNED this _____ day of _____, 2020.

FOR THE EMPLOYER:

_____
Secretary-Treasurer, School District NO. 53

FOR THE UNION:

_____
President, Local 523

_____
Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING #5

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

Education Assistants

In the event an education assistant (which term is used in its generic sense) is about to lose their position or to lose hours during the school year, the Employer:

1. May create a new education assistant position for the balance of that school year into which the employee shall be placed after consultation with, and agreement of, the union, so long as the position is reasonable considering the geography and affected employee's qualification and experience. The position shall be of equal or greater hours at an equal or greater pay rate.

2. May lay off the education assistant with the least seniority within the same geographical area and offer this position to the education assistant who is about to lose their position or hours. The Employer must guarantee the original education assistant equivalent hours and pay rate. The laid off junior employee would have bumping rights.

3. At the end of that school year any position created under paragraph 1 and continuing into the next school year shall be posted and any employee affected by this letter, who has not already done so, shall be able to exercise their bumping rights.

4. Any affected employee shall have the option of accepting layoff for the remainder of the school year and/or be placed on the list for unposted temporary work if they do not wish to accept the positions offered.

5. The designated geographical areas shall be determined by agreement of the Union and the school district.

SIGNED this _____ day of _____, 2020.

FOR THE EMPLOYER:

_____
Secretary-Treasurer, School District NO. 53

FOR THE UNION:

_____
President, Local 523

_____
Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING #6

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

Training (In-Service)

The parties agree that in-service training shall be provided during the term of the agreement to all employees. In-service training may include district workshops, out-of-district workshops, college courses, on the job training and individualized and group training programs.

The subject matter and timing shall be determined by the Employer and shall not interfere with the regular operation of the school district.

SIGNED this _____ day of _____, 2020.

FOR THE EMPLOYER:

_____
Secretary-Treasurer, School District NO. 53

FOR THE UNION:

_____
President, Local 523

_____
Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING #7

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

Leave of Absence for Union Business

It is agreed that Union representatives on Union leave shall continue to receive their pay directly from the School District.

When applicable, the Union shall reimburse the District for the wages paid. In addition, a compensation top up of 24% shall be paid by the Union for benefit costs.

This letter shall apply through to the expiration of this collective agreement, after which it is subject to re-negotiation between the Parties.

SIGNED this _____ day of _____, 2020.

FOR THE EMPLOYER:

_____
Secretary-Treasurer, School District NO. 53

FOR THE UNION:

_____
President, Local 523

_____
Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING #8

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS
(hereinafter referred to as the "Union")

StrongStart Facilitator

1. In recognition of the character of the StrongStart Program, similar to the recognition given to the distinct character of some other programs and positions under the collective agreement, the Union and Employer have agreed that in addition to the terms contained within Article 11(d), the following shall apply to StrongStart Facilitators:

   The employer reserves the right to deny an employee to bump into a StrongStart Facilitator position if this would create a negative impact on the StrongStart Program.

2. The times of the year at which the StrongStart 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, leaves for StrongStart Facilitators are to be scheduled to minimize interruption with the delivery of the program.

3. The daily operation of the StrongStart Program does not mirror the K-12 education programs or the school day. The Union and Employer have agreed to recognize this in the application and administration of Articles 16(c) and 16(d) the hours of work provisions of the collective agreement. The parties agree to the following paragraphs:

   Minimum Hours

   The parties agree that, having regard to the unique nature of the position of StrongStart Facilitator, the needs of the program and the requirement for flexibility in scheduling hours of work outside of the hours of operation of the StrongStart Program, the four-hour minimum shift shall be interpreted as an average four hours work daily over the course of a four week period.

Break Periods

The parties agree that the paid rest period contemplated by Article 16(d) shall be taken during times that will not interfere with the operation of the StrongStart Program.

4. The Union and the Employer agree that this Letter of Understanding will continue until such time as the Union and the Employer agree to terminate or amend the Letter of Understanding.

5. All other provisions of the Collective Agreement apply to StrongStart Facilitators except for those provisions contained in the Letter of Understanding.

SIGNED this _____ day of _____, 2020.

FOR THE EMPLOYER:

_____
Secretary-Treasurer, School District NO. 53

FOR THE UNION:

_____
President, Local 523

_____
Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING #9

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

Summer Replacement Workers

This Letter of Understanding outlines the agreed-upon practice of allocating summer work according to Article 11(h) of the Collective Agreement.

For the summer staffing for custodial, transportation, maintenance and grounds, the following process will be used.

1. Qualified employees seeking summer custodial, transportation, maintenance and grounds work will notify the respective manager in writing by May 15 of the dates they are available during July and August.

2. Any employee not notifying the managers by the above date will not be considered for such work that summer.

3. The available work shall be granted to the most senior qualified employee available from the seniority list.

4. No bumping of working employees will occur unless a junior employee is scheduled more than two (2) weeks longer than a more senior employee.

5. Vacation pay for regular part-time employees shall be the same as during the regular year.

6. Sick leave will only apply to regular employees scheduled under this Letter of Understanding where an employee has accepted and been scheduled to work and becomes ill or injured. Only scheduled shifts may be claimed as sick days.

7. It is agreed that Article 11(f) does not apply to work scheduled under this Letter of Understanding.

Summer Replacement Workers cont'd.

8. If, under this Letter of Understanding, an error is made by the Employer at the time of assignment resulting in a more junior employee scheduled over a more senior employee, the Employer will not be liable for any compensation. The Employer will, upon being so notified, allow the affected senior employee to replace the most junior employee then working.

9. The past practices and numbers of student workers can continue in spite of the summer replacement Letter of Understanding agreed to.

SIGNED this _____ day of _____, 2020.

FOR THE EMPLOYER:

_____
Secretary-Treasurer, School District NO. 53

FOR THE UNION:

_____
President, Local 523

_____
Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING #10

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

Payment of Wages for Bargaining

The parties agree to the following, without prejudice to our interpretation of the obligations in the current collective agreement. The term of this LOU will be for the period of current collective bargaining and the 2019-2022 collective agreement.

1. The Employer will pay for (4) appointees of the union for meetings of the joint committee without loss of renumeration in accordance with Article 2(b),

    a. of these appointees, the Union will invoice the Employer for the regular wages of any non-employees for scheduled bargaining days.

2. No additional leaves will be granted under Article 23(a) for bargaining purposes.

SIGNED this _____ day of _____, 2020.

FOR THE EMPLOYER:

_____
Secretary-Treasurer, School District NO. 53

FOR THE UNION:

_____
President, Local 523

_____
Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING #11

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

Early Childhood Educator

The parties agree that the positions of Early Childhood Educator are subject to all the terms of the collective agreement except as varied by this letter of understanding. This agreement is without prejudice to any other school district.

1. The Employer is creating positions of Early Childhood Educators responsible for before/after school care and to support the delivery of the Seamless Kindergarten Day within the kindergarten classroom.

2. The Employer has agreed to the inclusion of the Early Childhood Educator positions within the bargaining unit represented by the Union. The Union has agreed to the terms of this Letter of Understanding to recognize the distinct character of the Early Childhood Educators' role in the Seamless Kindergarten Day.

3. With the inclusion of the Early Childhood Educator positions under the collective agreement, the Employer has set the qualifications, fitness and ability in the job description.

4. The Employer and Union acknowledge these newly created positions will be subject to review under the Job Evaluation Committee Maintenance Procedures Letter of Understanding.

5. In recognition of the character of the Seamless Kindergarten Day, similar to the recognition given to the distinct character of other programs and positions under the collective agreement, the Union and Employer have agreed that, in addition to the terms contained within Article 11(d), the following shall apply to Early Childhood Educators:

   The Employer reserves the right to deny an employee to bump into an Early Childhood Educator position if this would create a negative impact on the Seamless Kindergarten Day as well as before and after school care.

Early Childhood Educator cont'd.

6. It is agreed that discretionary leaves for the Early Childhood Educator will be scheduled to minimize interruption with the delivery of the program.

7. The Union and the Employer agree that this Letter of Understanding will continue until the expiry of the collective agreement ending June 30, 2022.

SIGNED this _____ day of _____, 2020.

FOR THE EMPLOYER:

_____
Secretary-Treasurer, School District NO. 53

FOR THE UNION:

_____
President, Local 523

_____
Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING #12

BETWEEN

THE BOARD OF EDUCATION OF:
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

Secondary School Apprenticeship Program

The Parties support the goals and mandate of the secondary School Apprenticeship Program. The program assists secondary students in gaining valuable work experience and trades training.

Secondary School Apprenticeship is:

- A combination of the Apprenticeship Training system in the K-12 Education System leading to graduation and apprenticeship
- Practical skill development through workplace-based training.

Secondary school Apprenticeship offers:

- Formalized dual credit toward graduation and apprenticeship hours.
- Access to the Apprenticeship Training Systems while in school.
- A provincially accredited and seamless program.
- Opportunities for those students who have the aptitude, motivation and academic ability to get started on their career paths.
- Links to the world of work.
- Increased relevance and practical application of the secondary school curriculum.

The following guiding principles shall govern the placement of SSAP students within the School District and various components:

1. No position in the bargaining unit shall be lost, nor shall any employee in the bargaining unit be laid off or have their hours reduced as a result of the placement of a SSAP student with the School District.

2. No employee in the bargaining unit shall be displaced as a result of the placement of a SSAP student with the School District. No student apprentice will work while a journey person qualified in the same trade is laid off for any reason.

Secondary School Apprenticeship cont'd.

3. The SSA program is 480 hours of apprenticeship training; the student placement shall not exceed 480 hours.

4. Participation in the Program will be restricted to school aged students active within the School District.

5. The SSAP student shall not be a member of the Bargaining unit. The provisions of the Collective Agreement, including union membership and dues or seniority, shall not apply to student registered as SSAP students with the School District.

6. Upon the start of the Placement, the student will be given an orientation by a Union representative as to the role of the Union in the workplace.

7. While coordination of the SSAP remains the responsibility of the District education staff and management, the placement of SSAP students must be by mutual agreement of the selected Journey-Person, Union and Employer.

8. Secondary School Apprenticeship students shall be paid commensurate with the standard rates of pay for such students in similar community placements.

9. Funding of the implementation of the SSAP and the placement of students shall come from education program source.

10. This letter may be cancelled by either party on 30 days written notice.

SIGNED this _____ day of _____, 2020.

FOR THE EMPLOYER:

_____
Secretary-Treasurer, School District NO. 53

FOR THE UNION:

_____
President, Local 523

_____
Secretary-Treasurer, Local 523

Letter: Paul Ramsay to Irene Holden and Vince Ready
June 6, 2000
Ministry of Finance and Corporation Relations Ref. No. 116240

Dear Irene Holden and Vince Ready:

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

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

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

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

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

2. Should the $5 million in the fund identified in paragraph #1 above not be entirely expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph #3 below. This arrangement is also recommended by IIC #2 and described in the Report.

3. The monies committed by government and recommended by IIC #2 for employment security ($3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC #2 Report.

4. The monies committed by government and recommended by IIC #2 to fund the LTD plan ($11.8 million, annually) on January 1, 2002, January 1, 2003 and each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC #2 Report and the Accords.

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

Sincerely,

Original signed by Paul Ramsey

Minister of Finance and
Corporate Relations

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 Settlors to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlors meeting annually where the Settlors are provided with an annual report and update from the Board. The Settlors 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 Settlors to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlors recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlors also recognize and support following the policies and procedures of the PEBT (outlined at www.PEBT.ca). The Settlors 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.

This Memorandum initially formed part of the Letter of Understanding entered into between BC Public School Employers' Association and School Boards and Signatories to this LOUR and Support Staff Unions who are Signatories to this LOU. The LOU was signed on December 14, 2011.

The Memorandum was subsequently adopted into the Provincial Framework Agreement signed on September 18, 2013, that is attached to this Collective Agreement as Appendix B

.

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 Settlors Statement On Accepted and Policy Practices of the PEBT.

b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

c. Sick leave and JEIS eligibility for sick leave or indemnity payments

requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

16. Employee Support Grant (ESG)

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

17. Adoption of Provincial Framework Agreement (PFA)

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties 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	**BC Public School Employers' Association & Boards of Education**
Warren Williams (Local 15 - Metro)	Leanne Bowes, BCPSEA
Tracey Mathieson	Renzo del Negro, BCPSEA
Rob Hewitt	Tammy Sowinski, OLRC
Leslie Franklin (Local 703 - Fraser Valley)	Kyle Uno, SD36 Surrey
Nicole Edmondson (Local 3500 - Okanagan)	Robert Weston, SD40 New Westminster

Paul Simpson (Local 379 - Metro)
Marcey Campbell (Local 728 - Metro)
Sylvia Lindgren (Local 523 - Okanagan)
Rolanda Lavallee (Local 2145 – North)
Len Hanson. (Local 2298 – North)
Joanne (Jody) Welch. (Local 401- North Island)
Fred Schmidt (Local 382 - South Island)
Jane Massy (Local 947 - South Island)
Michelle Bennett (Local 748 – Kootneys)
Brent Boyd. (Local 407 - Metro)
Patti Price (Local 1091 – Metro)
Rod Isaac (Local 411 - Fraser Valley)
Marcel Marsolais (Local 409 – Metro)
Anne Purvis (Local 440 – Kootneys)
Rob Zver (Local 606- North Island)
Bruce Scott (WVMEA)
Tim DeVivo. (IUOE Local 963)
Corey Thomas
Loree Wilcox
Corinne Iwata (minute taker)

Jason Reid, SD63 Saanich
Marcy VanKoughnett, SD20 Kootenay-Columbia
Alan Chell, BCPSEA Board of Directors
Ken Dawson, PSEC
Elisha Tran (Minute Taker)

Appendix A

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

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

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

1. The ESG will be available provided that:
   a. A board and local union have a collective agreement which has been ratified by both parties no later than November 30, 2019 and,
   b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.

2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.

3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:

   a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.

   b. The residual 25% of the employees' base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.

4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.

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	K-12 Presidents' Council
Leanne Bowes	Warren Williams

Appendix B

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.

For information

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.

For 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.

For information

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

INDEX

Additional Representatives, 1
Agreement Printing, 2
Allowance, Automobile, 27
Allowance, Clothing, 27
Allowances, Payment of, [Art. 24], 26
Alternate Dispute Resolution, 15
Annual Summer Layoff, 9
Appointments, Method of Making, 11
Arbitration Board, Composition of, 14
Arbitration Decisions, 14
Arbitration Expenses, 14
Arbitration Procedure, 14
Arbitration Witnesses, 15
Arbitration, [Art. 14], 14
Arbitration, amending time limits, 14
Arbitration, Amending Time Limits, 14
Arbitration, payment of expenses, 14
Arbitration, witnesses, 15
Arbitrator, Sole, 14
Assistance program, employee, family, 31
Automobile Allowance, 27
Benefits, [Art. 30], 30
Benefits, Continuation of, 9
Benefits, Coverage During Absences, 30
Benefits, Eligibility, 30
Benefits, Group Life Insurance, 31
Benefits, Medical and Dental, 30
Benefits, Pension Plan, 30
Benefits, Retirement, 31
Bereavement Leave, 25
Break periods, Strong Start Facilitator 49
Break Periods, 17
Bulletin Boards, 32
Bumping rights, employee shall exercise rights, 8
Bumping, General, 7
Bumping, Procedure, 7
Call Back Time, Minimum, 18
Changes Through Mechanization and Technology, [Art. 26], 28
Childbirth Leave, 25
Clothing Allowance, 27
Committee, Labour Management, 4
Committee, Negotiations, 1
Committee, Negotiations, meeting of, 2
Compassionate Leave, 25
Courses, Instruction, 32
Crossing Guards, LOU #4, 43
Crossing Picket Lines, 32
Differential Pay, 27
Dirty Pay, 28
Pay, Dirty. *See*
Disabled Employees, Preference, 11
Discharge Procedure, 15
Discipline Procedure, 15
Discipline, [Art. 15], 15
Discipline, Access to Files, 16
Discipline, Records, 16
Discipline, Union Assistance, 15
Discrimination, 3
Early Childhood Educator, LOU #11, 53
Education Assistants, LOU #5, 45
Employee and Family Assistance Program, 31
Employees, Definition of, [Art. 9], 4
Employees, Regular, 4
Employees, Temporary, 5
Employer, Rights of, 2
Ethno-Cultural and Religious Leave, 26
Family Responsibility Leave, 26
Fire Insurance, 32
First Aid Attendants, 28
General Conditions, [Art. 31], 32
General, [Art. 34], 33
Graveyard Shift, 27
Grievance Procedure, [Art. 13], 12
Harassment, 3
Health and Safety Committee, 29
Holidays, [Art. 19], 19
Hours of Work, 16
Hours of Work, [Art. 16], 16
Investigation Notice, 15
Job Evaluation, 36
Job Posting, 10
Joint Job Evaluation Committee Procedures, LOU #1, 36
Joint Occupational Health and Safety Committee, [Art. 28], 29
Jury Duty, 25
Committee Structure, 4
Labour Management Committee, [Art. 8], 4
Labour Management, Committee Meeting, 4
Labour Management, Committee Purpose, 4

INDEX

Labour Management, Committee Structure, 4
Layoff, Bumping, Recall, [Art. 11}, 7
Layoff, Continuation of Benefits, 9
Layoff, General, 7
Layoff, Notice, 7
Layoff, Procedure, 7
Layoff, Resignation after, 9
Layoffs, School Year, LOU, 40
Leave of Absence, [Art. 23], 24
Leave of Absence, Union Business, LOU #7, 47
Leave, Bereavement, 25
Leave, Childbirth, 25
Leave, Compassionate, 25
Leave, Ethno-Cultural and Religious, 26
Leave, Family Responsibility, 26
Leave, General, 26
Leave, Jury Duty, 25
Leave, Maternity and Parental, 25
Leave, Pallbearer, 25
Leave, Union Business, 24
Leave, Union Conventions, 24
Leave, Union Officers, 24
Life Insurance, 31
Long Term Disability, [Art. 22], 23
LOU #1, Joint Job Evaluation Committee Maintenance Procedures, 36
LOU #10, Payment of Wages for Bargaining, 52
LOU #11, Early Childhood Educator, 53
LOU #12, Secondary School Apprenticeship Program, 55
LOU #2, Provincial Accord Re School Year Layoffs, 40
LOU #3, Student Field Trips (Excluding Bus Drivers), 42
LOU #4, Supervisors and Crossing Guards, 43
LOU #5, Education Assistants, 45
LOU #6, Traing (In-Service), 46
LOU #7, Leave of Absence for Union Business, 47
LOU #8, StrongStart Facilitator, 48
LOU #9, Summer Replacement Workers, 50
Maternity and Parental Leave, 25
Mechanization, Technology, 28
Medical and Dental Benefits, 30
Meeting of the Negotiations Committee, 2
Meetings, Time Off for, 2
Mentorship, Student, 2
Mileage, payment of, 27
Minimum hours, Strong Start Facilitator 48
Minimum Hours, 17
Negotiations Committee, 1
New Employees, [Art. 7], 4
No Discrimination, [Art. 4], 3
No Other Agreement, 2
Notice of Investigation, 15
Overtime, [Art. 17], 17
Overtime, Banked, 18
Overtime, Bus Drivers, 18
Overtime, During Layoffs, 18
Overtime, Rates on Weekdays, 17
Overtime, Saturdays, Sundays, Holidays, 17
Pallbearer Leave, 25
Pay Days, 26
Pay During Temporary Transfers, 27
Payment in Lieu, 26
Payment of Wages for Bargaining, LOU #10, 52
PEBT, Settlors Statement, 58
Pension Plan, 30
Posting, 10
Posting, Temporary, 10
Postings and Staff Changes, 10
Postings, Summer, 12
Preamble, [Art. 1], 1
Preparing for Qualifications, 11
Present Conditions, [Art. 32], 32
Printing, Agreement, 2
Probation Period, 5
Proof of Illness, 22
Proper Accommodations, 32
Provincial Accord, School Year Layoffs, LOU #2, 40
Provincial Framework Agreement, 2019-2022, 59
Ready/Holden Letter, 57
Recall, General, 7
Recall, Procedure, 8
Recognition and Negotiations, [Art. 2], 1
Recognition of Union, 1
Regular Employee, Relinquish Position, 11
Religious Leave, 26
Relinquish Position, Regular Employee, 11
Representatives, Additional, 1

INDEX

Requirement to Fill, 26
Resignation after Layoff, 9
Retirement Benefits, 31
Retirement Seminar, 32
Rights of Employer, 2
Schedule A, 34
Schedule B, 35
Secondary School Apprenticeship Program, LOU #12, 55
Seniority Attainment,Temporary Employees, 6
Seniority Rights, Retention of, 7
Seniority, [Art. 10], 5
Seniority, Attainment, 6
Seniority, Definition, 5
Seniority, During Absence, 6
Seniority, Loss of, 6
Seniority, Outside Bargaining Unit, 6
Service Improvement Fund, [Art. 18], 19
Settlors Statement, PEBT, 58
Severance Pay, [Art. 27], 29
Short Term Disability, [Art. 21], 21
Short Term Disability, Rate of Payment, 21
Short Term Disability, Use of Sick Leave Credits, *22*
Sick Leave Credits, 22
Sick Leave, During Absence, 22
Sick Leave, Records, 22
Sick Leave, Repayment, 22
Sick leave, repayment of, 22
Sole Arbitrator, 14
Staff Changes, 10
Staffing Changes, Union Notification, 11
Stats, 19
Strike at Employer's Premises, 32
StrongStart Facilitator, LOU #8, 48
Student Field Trips, LOU #3, 42
Student Mentorship, 2
Subcontracting, [Art. 33], 33
Summer Layoff, 9
Summer Postings, 12
Summer Replacement Workers, LOU #9, 50
Supervisors, LOU #4, 43
Temporary Transfers, Pay during, 27
Temporary Work, 9
Term of Agreement, [Art. 35], 33
Training, In-Service, LOU #6, 46
Transfers, 12
Transfers, Outside Bargaining Unit, 6
Trial Period, 11
Union Business, Leave of Absence, LOU #7, 47
Union Dues, [Art. 6], 3
Union Notification, staffing changes, 11
Union Security, [Art. 5], 3
Vacation Entitlement, During Leaves, *20*
Vacation Pay, End of Service, *21*
Vacations, Annual, [Art. 20], 20
Vacations, Bereavement Leave During, *20*
Vacations, Holidays During, *20*
Vacations, Preference, *21*
Vacations, Regular 12 Month Employees, *20*
Vacations, Regular Less than 12 month Employees, *21*
Vacations, Sick Leave During, *20*
Vacations, Temporary Employees without Seniority, 21
Wages, Payment of, [Art. 24], 26
WCB Supplemental Benefits , [Art. 25], 28
Witnesses, Arbitration, 15
Work, Temporary, 9
Workers' Compensation Benefits, 28
Workers Compensation Board (WCB) Occupational First Aid Attendants, 28
Working Schedule, 16