

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION FOR  
SCHOOL DISTRICT #61**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 382**



**July 1, 2019 – June 30, 2022**

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THIS AGREEMENT entered into this 4 day of JUNE, 2020

**BETWEEN:**

**BOARD OF SCHOOL TRUSTEES OF SCHOOL  
DISTRICT NO. 61 (GREATER VICTORIA)**

(hereinafter called the "Employer")

**OF THE FIRST PART**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 382  
(GREATER VICTORIA SCHOOL BOARD EMPLOYEES)**

(hereinafter called the "Union")

**OF THE SECOND PART**

**WHEREAS** the Board is an "Employer" within the meaning of the *Labour Relations Code of British Columbia*;

**AND WHEREAS** the Union is a "Labour Union" within the meaning of said Act;

**AND WHEREAS** it is the desire of both parties to promote and maintain harmonious industrial relations and to recognize the mutual value of joint discussions and negotiations;

**AND WHEREAS** the parties have carried out collective bargaining and have reached agreement as hereinafter expressed;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto agree each with the other as follows:



## **ARTICLE 1: DEFINITIONS**

The following definitions shall apply for purposes of this Agreement:

### **1.01 Party**

Means either of the parties signatory to this Agreement.

### **1.02 Employee**

Means any person defined as such by the Labour Relations Code who is employed in one of the categories listed below (Sections 1.04 through 1.07 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

### **1.03 Bargaining Unit**

Means the work performed by employees for which the Union has received certification from the Labour Relations Board of British Columbia.

### **1.04 Regular Employee**

Is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works a regular work schedule, the hours of which shall be as established in their appointment.

### **1.05 Temporary Employee**

Is an employee hired on a fixed-term basis to perform general relief, or a specific project or undertaking, the term of which appointment shall not, without the consent of the Union, exceed six (6) consecutive months; except in the following cases where the term of such appointment shall not, without the consent of the Union, exceed twelve (12) consecutive months:

- (i) When the temporary appointment is to a position where the regular incumbent has been granted a leave of absence pursuant to Article 24
- (ii) When the temporary employee is hired to work on a Capital Project, as defined in Section 1.11 below, which project is for a period not to exceed twelve (12) months;
- (iii) Should a temporary employee hired under Subsection (ii) exceed the twelve (12) month limitation above, such position shall then be posted as a regular position and filled under this Agreement.

## **1.06 Spareboard Employee**

### **(i) Spareboard Employee:**

Is an employee hired to the Facilities Department, to work primarily in a custodial position on an on-call basis or one who fills a regular vacancy on a relief basis. If the relief position exceeds three (3) calendar months, he/she shall then receive the regular Custodian I rate for the balance of the relief assignment. Such employee(s) shall return to the spareboard and spareboard rate of pay at the completion of the relief assignment. Should the relief assignment exceed twelve (12) months for any reason, such position shall be posted as a regular position.

### **(ii) Senior Spareboard Employee:**

Is an employee that is hired to the Facilities Department to work in one of the five (5) custodian positions on a full-time, continuous basis; at the employer's discretion employees may not be assigned to a single work location or have a fixed work schedule. Senior spareboard employees are subject to the following conditions:

- (a) Hours of work will be flexible and weekend work will not constitute overtime unless the maximum hours have been worked during the preceding week;
- (b) Will be compensated at the regular Custodian 1 pay rate;
- (c) Vacancies will be filled by the most senior, qualified spareboard employee(s). Upon becoming a senior spareboard employee, he/she shall serve an appraisal period of six (6) calendar months. If the senior spareboard employee does not successfully complete the appraisal period they may revert to the spareboard and the spareboard rate without loss of seniority.
- (d) Will be subject, with the exception of "statutory holidays" in 1.09 (ii) (a), to Article 1.09.

## **1.07 Probationary Employee**

Is any employee who has not successfully completed the requirements of the probationary period pursuant to Section 15.02.

## **1.08 Benefits for Regular Employees Working Less Than Full-Time**

Regular employees who work less than full-time hours, as defined in Article 18, shall be eligible for the following benefits:

- (i) Eligibility for benefits shall commence after completion of ninety (90) days employment;

- (ii) When accepted for coverage by the terms of the Benefit Plan as established by the carrier, premium contributions for group life insurance, medical, extended health benefits and dental plans shall be the same as those required for regular full-time employees;
- (iii) The level of statutory holiday, vacation and sick leave benefits shall be prorated on the basis of hours actually worked in accordance with their appointment.

#### **1.09 Temporary and Spareboard Employee Terms and Conditions**

Other Articles of this Agreement notwithstanding, temporary and spareboard employees shall not be entitled to the terms and conditions of this Agreement, save and accept as follows:

- (i) Payment of overtime for work performed in accordance with Section 19.01.
- (ii)
  - (a) They shall be paid an amount equal to eleven percent (11%) of their gross earnings (basic wages plus (+) overtime) on each pay cheque, in lieu of the full benefit package normally provided by the Agreement (including but not limited to vacations, statutory holidays, sick leave, superannuation, medical, extended health benefits, dental and group life insurance coverage);
  - (b) Senior Spareboard employees may elect to accumulate the eleven percent (11%) in lieu of benefit payments for a onetime annual payout. The requested payout date must be provided to Payroll at least two (2) weeks in advance of the requested payout date. Any accumulated benefits will be paid out in the last pay period of August;
  - (c) As the Senior Spareboard position is a full-time, on-going position, they are entitled, annually, to two (2) weeks of unpaid leave from employment. Approval of leave requests shall be at the discretion of the supervisor and shall be subject, but not limited to, the following conditions:
    - 1. the supervisor may require an employee to change any previously approved vacation as a result of operational needs.
- (iii) They shall have their temporary or spareboard service accumulated for purposes of seniority pursuant to Section 15.04 (v);
- (iv) They shall have access to the grievance procedure;
- (v) They shall pay union dues pursuant to Article 6;
- (vi) They shall receive benefits of Sections 25.02, 25.03, 25.10, 25.11, 25.12, 25.13, 25.14, 25.15, 25.16, 25.17, 25.18, 25.19 and Section 28.01. Temporary employees shall also be covered by Section 19.03.

### **1.10 Plural or Feminine Terms**

Plural or feminine terms shall apply wherever the singular or masculine is used in this Agreement, or vice versa, as the context requires.

### **1.11 Seasonal Groundskeeping**

- (i) Other Articles of this Agreement notwithstanding, the Employer may hire such persons as are required to perform specific groundskeeping duties on a seasonal basis. Such employment shall ordinarily commence in April, for a term not exceeding six (6) months. For purposes of this Article, examples of groundskeeping duties shall be as follows:
  - (a) Grass Cutting
  - (b) Trimming
  - (c) Brush Cutting
  - (d) Fencing
  - (e) Sweeping Parking Lots
  - (f) Irrigation
  - (g) Power Washing Buildings
  - (h) General labouring or other similar groundskeeping duties
- (ii) Persons hired for seasonal grounds keeping duties must be enrolled full-time in a post-secondary institution and shall not be eligible for any of the terms and conditions of this Agreement save and except Subsections 1.09, (i), (ii) and (vi) above and Subsection 26.05;
- (iii) The Employer shall, wherever possible, re-employ seasonal grounds keepers who apply in any year based on previous service, provided that qualifications, experience, skill and ability are equal. Re-employment may not exceed five (5) years.

## **ARTICLE 2: UNION RECOGNITION**

### **2.01**

The Employer recognizes the Canadian Union of Public Employees, Local 382, as the exclusive bargaining agent for those bargaining unit employees covered by this Agreement.

## **ARTICLE 3: MANAGEMENT RIGHTS**

### **3.01**

Subject to the terms and conditions of this Agreement, the Board shall have the right to:

- (i) suspend, transfer, layoff or discharge an employee for proper cause; or

- (ii) communicate to an employee a statement of fact or opinion reasonably held with respect to the employer's business; or
- (iii) make a change in the operation of the Board's business necessary for the proper conduct of the Board's business.

#### **ARTICLE 4: UNION SECURITY**

##### **4.01**

All employees working within the bargaining unit who are presently members of the Union, or future employees who become members, shall remain members in good standing as a condition of continued employment.

All future employees who are hired to work within the bargaining unit shall become and remain members of the Union in good standing, as a condition of continued employment. New employees shall complete the form noted in Section 6.02 and such deductions shall commence on the first pay day following employment.

#### **ARTICLE 5: NEW EMPLOYEES**

##### **5.01**

The Employer agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in Articles 4 and 6. The Board shall present each new employee with a Union supplied membership application form.

##### **5.02**

The Board shall notify the Union of the name, address and location of employment of each new employee, on or before their date of appointment.

#### **ARTICLE 6: CHECK-OFF**

##### **6.01**

All employees of the Board working within the bargaining unit shall, as a condition of employment, pay Union dues or an assessment, including initiation fees equal to such dues, by payroll deduction.

##### **6.02**

The Board agrees to deduct from every employee and remit to the Union, each pay day, upon written authorization from the employee on a satisfactory form, any dues or assessments, including initiation fees, levied in accordance with the constitution of the Canadian Union of Public Employees, and owing by the employee to the Union.

### **6.03**

At the same time that Income Tax (T-4) slips are made available, the Employer shall provide a record, or print on the T-4 slip, the total amount of union dues deducted on behalf of each dues payee, by check-off, during the previous year.

## **ARTICLE 7: CORRESPONDENCE**

### **7.01**

All correspondence between the parties, arising out of this Agreement or incidental thereto, except as provided in Section 7.02, shall pass to and from the Secretary-Treasurer of the Board or their delegate, and the Secretary of the Union or the Union's delegate, with copies of all such correspondence to the Director of Human Resource Services.

### **7.02**

Correspondence in respect to Section 38.01 and any matter respecting amendment, revision, re-negotiation or termination of this Agreement shall be between the Secretary of the Union and the Director of Human Resource Services.

## **ARTICLE 8: NO DISCRIMINATION**

The Employer agrees 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, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical handicap, national origin, political or religious affiliation, sex, sexual orientation or marital status; nor by reason of their membership in the Union. This Article shall not apply to normal retirement in accordance with the Pension (Municipal) Act.

## **ARTICLE 9: SCHOOL BOARD MINUTES**

### **9.01**

A copy of the adopted minutes of regular Board of School Trustee meetings and committees, as appropriate, shall be provided to the Union upon its request.

## **ARTICLE 10: LABOUR/MANAGEMENT COMMITTEE**

### **10.01**

- (i) A Labour/Management Committee shall be appointed, consisting of not more than four (4) representatives of the Board and not more than four (4) representatives of the Union. The Committee shall convene at the request of either party. The date, time and place of meetings shall be by agreement of the parties and be held within two (2) weeks of said request.

Only those items on the agenda shall be discussed at committee meetings, excepting those items which are added by mutual agreement.

- (ii) The wages of the committee members while sitting on Labour/Management committees are covered by the employer. If the committee member is scheduled to work on the evening shift, the employee will receive time off their regular shift equal to time spent while attending the meeting. The balance of the employees shift shall be scheduled based on operational requirements.

## **10.02**

The Committee shall concern itself with the matters of the following general nature:

- (i) considering constructive criticisms of all activities so that better relations shall exist between the Board and its employees;
- (ii) increasing operating efficiency by promoting cooperation in effecting economy moves;
- (iii) improving service to the public;
- (iv) reviewing suggestions from employees and questions of working conditions and service (but not grievances concerned with services);
- (v) correcting conditions making for grievances and misunderstandings (but not specific grievances);
- (vi) promoting education and training of employees;
- (vii) reviewing existing position classifications.

## **10.03**

One (1) Employer and one (1) Union representative shall be designated as joint Chairpersons and shall alternate in presiding over committee meetings.

## **10.04 Recognition of Shop Stewards**

- (i) The Board recognizes the Union's right to select stewards to represent employees.
- (ii) The Union agrees to provide the Board with a list of the employees designated as stewards for each component and employees designated as committee members.
- (iii) A steward shall obtain the permission of a supervisor before leaving work to perform the duties of a steward and such permission shall not be unreasonably withheld. Leave for this person shall be without loss of pay. When resuming duties the steward shall notify the Supervisor.

- (iv) The duties of a steward for which the employer shall bear the expenses for wages and benefits are as follows:
  - 1. Investigation of an employer's concern regarding employee(s);
  - 2. Presentation of grievances under provisions of Article 11;
  - 3. Attending meetings at the request of the Board or meeting with Board representatives pursuant to the operation of the collective agreement.
- (v) The duties of a steward for which the Union will reimburse the employer for wages plus fifteen percent (15%) of wages for the cost of benefits are as follows:
  - 1. Internal Union business pursuant to its constitution and laws which cannot be conducted outside of regular working hours;
  - 2. Investigation and handling of complaints not covered in (iv) above.

## **ARTICLE 11: GRIEVANCE PROCEDURES**

### **11.01 Definition**

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Employer and any employee, concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitratable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work, or any reduction in production or services.

### **11.02 Procedure**

- (i) Step 1: Within sixty (60) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with their section supervisor, as designated by the Board. If the employee so desires, a shop steward may be present during discussions at this Step.
- (ii) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to the Director of Facilities within seven (7) working days of the discussion at Step 1. The recipient of this grievance shall meet with the employee and a shop steward, or other representative of the Union, within seven (7) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement. The Employer's answer at this Step shall be in writing.
- (iii) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the designated representatives of the Union and the Secretary-Treasurer, within seven (7) working days of the last meeting at Step 2. The Employer's answer at this Step shall be in writing.



- (iv) Step 4: If no settlement is reached through the foregoing procedure, the grievance may be referred to an Arbitration Board. When either party requests that a grievance be submitted to arbitration, the request shall be submitted to the other party in writing within ten (10) working days of the last meeting provided at Step 3.

#### **11.03 Extension of Time Limits**

The parties may, by mutual agreement in writing, extend the time limits established above, provided such extension is requested prior to the expiry of the time allowed.

#### **11.04 Policy Grievances**

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, or where the Board has a grievance, such grievance may be processed commencing at Step 3, provided the grievance is submitted within the time limitations provided under Subsection 11.02 (i).

### **ARTICLE 12: ARBITRATION PROCEDURES**

#### **12.01 Appointment of Arbitration Board**

Within five (5) working days from the time notice to arbitrate is served pursuant to Subsection 11.02 (iv), each party shall appoint its member to the Arbitration Board and notify the other party of the name and address of its appointee. The two (2) members so appointed shall then select and appoint the third (3rd) member who shall be the Chairperson, but should they not do so within five (5) working days, either party may apply to the Minister of Labour to appoint a Chairperson.

#### **12.02 Powers and Responsibilities of the Arbitration Board**

- (i) The Arbitration Board shall hear the parties and render an award within fifteen (15) working days from the time the Chairperson has been appointed and shall commence its proceedings within forty-eight (48) hours after the Chairperson has been appointed.
- (ii) The award of the Arbitration Board shall be final and binding upon the parties.
- (iii) Should the parties disagree as to the meaning of the award, either party may apply to the Chairperson to reconvene the Board of Arbitration to clarify the award, which the Chairperson shall do within forty-eight (48) hours of such request.
- (iv) The time limits fixed in this Article 12 may be extended by mutual agreement of the parties.

### **12.03 Cost of Arbitration**

Each party shall pay:

- (i) The remuneration and expenses of the arbitrator it appoints;
- (ii) One-half (1/2) the remuneration and expenses of the Chairperson;
- (iii) One-half (1/2) the expenses of the Board for clerical assistance, supplies and rent of a place to meet, etc.

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

### **13.01 Notification to Union**

The Union shall be notified of all dismissals, suspensions and discipline of employees within two (2) working days of such dismissals, suspensions or discipline.

### **13.02 Discipline**

- (i) The employer may discipline any employee for just and reasonable cause.
- (ii) An employee shall have the right to have their shop steward present at any discussion with supervisory personnel that the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for discipline purpose, the supervisor shall make every effort to notify the employee in advance stating the purpose of the interview. This will be done in order that the employee may contact their shop steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

### **13.03 Copies of Disciplinary Warnings**

Whenever an employee is warned in a manner indicating that dismissal may follow if such employee fails to bring their work up to a required standard by a given date, the employee shall, within five (5) days thereafter, be given written particulars of such warning and a copy sent to the Union.

### **13.04 Written Adverse Reports**

- (i) Employees shall have the opportunity to attach a written rebuttal to written warnings, adverse reports or suspension notices contained in the employee personnel files. Employees may apply to have suspension notices removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed. Such request shall not be unreasonably denied.

- (ii) An employee may apply to have written warnings and adverse reports regarding minor incidents removed two (2) years after the filing, if there have been no other verbal or written warnings in the previous twelve (12) month period.
- (iii) Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

### **13.05 Personnel Files**

A personnel file for each employee shall be maintained at the School Board Office. The right of access and privacy protection will comply with *the Freedom of Information and Protection of Privacy Act* (FOIPOP).

An employee has a right of access to his/her personnel file upon written notice and in the presence of the Director of Human Resources or Designate. An employee is entitled to a copy of any item in his/her file.

The Union, with written permission from the employee, shall have access to the employee's file, subject to FOIPOP.

An employee may request a correction of any information and shall have the opportunity to attach a written rebuttal to any material that is critical of that employee.

An employee may apply to have adverse reports removed from his/her personnel file in accordance with Article 13.04.

## **ARTICLE 14: LABOUR DISPUTES**

### **14.01**

During the term of this Agreement there shall be no lockouts by the Employer, or any person acting on behalf of the Employer; nor shall there be any strike, or withdrawal of service, on the part of the Union or any of the employees. The Board shall not request, require or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this unit be required to cross any legal union picket line resulting from a legal strike as defined in the Labour Code of British Columbia and such employee shall be deemed to be on unpaid leave.

## **ARTICLE 15: SENIORITY**

### **15.01 Definition**

For purposes of this Agreement, seniority is defined as the length of a regular employee's continuous employment with the Employer from their last date of regular appointment. A regular employee shall not attain seniority until the Board has ratified their appointment and the employee has fulfilled the requirements of the probationary period, which seniority shall include the probationary period. Temporary and spareboard employees shall neither accumulate nor exercise seniority, except in accordance with Section 15.04 below.

### **15.02 Probationary Period**

Employees shall serve a single probationary period of six (6) calendar months from date of hire for newly hired regular employees or six (6) calendar months prorated for newly hired temporary or spareboard employees.

Probationary employee shall be entitled to the benefits and conditions of this agreement only where such are explicitly provided.

### **15.03 Summer Breaks**

Service which is broken at the end of one school year (June) shall be bridged for purposes of fringe benefit entitlement when a regular employee returns to work at the beginning of the succeeding school year (September). Such periods shall not be considered as a break in continuous service for purposes of fringe benefit entitlement.

### **15.04 Temporary and Spareboard Seniority**

Temporary and spareboard employees shall neither exercise nor accumulate seniority except as set out below:

- (i) Those temporary and spareboard employees who are subsequently appointed to regular employment shall, after completion of the normal probationary period, have their seniority back-dated to their commencement of employment. It is further understood that this clause is in no way applicable to service for the purpose of benefit entitlement except vacation entitlement, which upon becoming a regular employee shall be based on seniority date. It is understood a regular employee's vacation accrual shall not include vacation paid during spareboard employment;
- (ii) Spareboard employees shall be eligible to accumulate seniority from date of hire, which may only be exercised for the purpose of bidding on regular vacancies posted under Section 16.02;
- (iii) Temporary employee seniority shall be accumulated on the basis of time actually worked for the purpose of bidding on regular vacancies;

- (iv) For purposes of accumulating temporary and spareboard service towards seniority under subsection (i) and (iii) above, when a temporary or spareboard employee has not performed any work for the Employer for a period of twelve (12) months or longer and after this time is again re-employed in a temporary or spareboard capacity, the employee shall not be eligible to have such prior service counted towards seniority;
- (v) Spareboard employees shall be eligible for preference over non-employees when filling temporary appointments, as defined in Section 1.05, provided the spareboard employee has the qualifications, experience, skills and ability to perform the work in question. Nothing in this Section is intended to require that employees hired by the Board must first have worked in the spareboard before being hired;
- (vi) When a spareboard employee is placed in a regular position on a temporary basis, as defined in Section 1.05, for a period of longer than three (3) months, the spareboard employee shall occupy the position which has the lowest number of hours per shift in that classification and school. The remaining regular employees currently working in that classification and school shall occupy the remaining positions in that classification and school having a greater number of hours, on the basis of their seniority;
- (vii) Temporary Employment

When the Board has continued the employment of a temporary employee for an accumulated twenty-four (24) months and that employee is subsequently deemed redundant, their employment may continue with the Board on the spareboard provided the following conditions are met:

- (a) There is a vacancy on the spareboard and the employee possesses the necessary qualifications, skill and ability; or
- (b) The employee has previously completed six (6) consecutive months on the spareboard and has more spareboard seniority than a current spareboard employee.

In the event that more than one person applies for a single position on the spareboard, the qualified senior employee will be offered the position.

When a temporary Capital employee is transferred to the spareboard, he/she must initially commit to remain on that list in the Operations Department for a continuous period for a minimum of six (6) months.

Temporary employees on the spareboard list will remain on this list until such a time as they are recalled to a Capital or Maintenance position. If a temporary employee currently on the spareboard list has not been recalled to a Capital or Maintenance position prior to May 1 of each year, they will not be considered for Capital or Maintenance work between the months of May 1 to August 30.

### **15.05 Loss of Seniority**

- (i) A regular employee shall not lose their seniority as a result of being absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. A regular employee shall lose their seniority in the event:
  - (a) he/she is discharged for just cause with written reasons and is not reinstated;
  - (b) he/she resigns;
  - (c) he/she fails to return to work as required following a layoff after being notified of recall pursuant to Section 17.10;
  - (d) he/she is laid off for a period longer than twenty-four (24) months, subject to the provisions of clauses 17.08 and 17.10;
- (ii) Temporary and spareboard employees shall lose their seniority in the event:
  - (a) the employee is discharged and not reinstated;
  - (b) the employee resigns;
  - (c) the employee has not been called to work during any twelve (12) calendar month period;
  - (d) the employee refuses, or is not available, to report for work on five (5) calls per year to work unless such unavailability has been previously arranged with the Employer.

### **15.06 Seniority Lists**

- (i) Regular Seniority List

The employer shall maintain a seniority list showing each regular employee's seniority date. This list shall be updated and forwarded to the Union each November.

- (ii) Spareboard and Temporary Seniority Lists

- (a) Spareboard Secondary Seniority List

*The Spareboard Secondary Seniority List will be comprised of those employees who were originally hired by the Board to work primarily in the Operations Department. Spareboard employees shall accumulate secondary seniority from the date of hire.*

The Spareboard Secondary Seniority List will also include those employees who have elected to continue their employment with the Board in accordance with Article 15.04 (vii). For the purpose of this seniority list these employees will accrue secondary seniority commencing from their first day worked on the spareboard.

(b) Temporary Employee Secondary Seniority List

The Temporary Secondary Seniority List will be comprised of those employees who were originally hired by the Board to work primarily in either the Capital or Maintenance Department. Temporary employees shall accumulate secondary seniority from date of hire. Temporary employees who are subsequently hired to the Operations Department under Article 15.04 (vii) shall have their secondary seniority that accrued in either the Capital or Maintenance Departments frozen for the duration of their employment with the Operations Department.

Upon confirmation of appointment to a regular position both temporary and spareboard employees shall have their regular seniority adjusted to reflect their original date of hire.

- (iii) When two (2) or more employees commenced employment on the same date, the seniority of each employee will be determined by a lottery with the union and management representatives present to determine the seniority of the employees.

## **15.07 Transfers Out of the Bargaining Unit**

Employees shall not be transferred or promoted out of the bargaining unit without their consent. Employees who are transferred or promoted out of the bargaining unit shall retain the seniority they acquired up to the date of leaving the unit, but shall not continue to accumulate seniority for periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, the employee shall retain the right to return, subject to the following conditions:

- (i) Members of the bargaining unit who accept a temporary transfer or promotion for a period not exceeding (12) months shall have the right to return to their previous position or a position equal to that previous position. The twelve (12) months referred to in (i) above may be extended by mutual agreement;
- (ii) Members of the bargaining unit who accept a permanent transfer or promotion out of the bargaining unit, may be returned to the bargaining unit subject to the following:
  - (a) No regular employee within the bargaining unit shall be displaced or laid off due to the return of the employee;
  - (b) The posting process may be suspended by mutual agreement to allow placement of a returning employee into an existing vacancy. The Union's agreement will not be unreasonably withheld;

- (c) Employees permanently transferred or promoted out of the bargaining unit shall be returned to the bargaining unit, subject to a mutually agreeable payment of back union dues.

Note: The above provisions shall become effective January 1, 1994.

## **ARTICLE 16: STAFF CHANGES**

### **16.01 Definition**

For purposes of this Agreement, staff changes shall be the occurrence and filling of any vacancy in the regular staff covered by this Agreement, created for any reason whatsoever.

### **16.02 Posting of Vacancies**

- (i) Vacancies in regular positions, as defined in Section 1.04, shall be posted for a period of five (5) working days prior to being filled, in such places as mutually agreed upon by the Employer and the Union.

Increases of thirty (30) minutes or less to regular appointed hours do not constitute a new regular position which requires posting.

- (ii) The Union shall be notified in writing forty-eight (48) hours prior to the posting of all vacancies under this Article, such notice to include the nature of the vacancy, the minimum qualifications therefore and all details and pertinent material thereto.
- (iii) Within this forty-eight (48) hour period, either party may request a meeting of the Union-Management Committee to discuss the staff change, however this subsection shall not be used to delay filling such vacancy.
- (iv) Temporary vacancies, as defined in Section 1.05, shall not be posted under this Article.
- (v) When a vacancy occurs for a regular afternoon shift custodial position at a particular school, the available number of hours will be posted in accordance with the current CUPE 382 Collective Agreement. It is expected that those employees wishing to either change schools, or change cleaning assignments within a school, will apply through the regular posting process. If the senior qualified applicant is already assigned to the school where the vacancy exists, they will have the option of choosing the vacated area and the next senior qualified applicant will be appointed to the school and assigned to their vacated cleaning assignment. The following shall be added to all postings: "It is understood that a cleaning assignment within a school can be changed by the Supervisor, in consultation with the CII, as and when operational requirements necessitate a change".



### **16.03 Role of Seniority in filling Vacancies**

Job opportunity should increase in proportion to length of service. Therefore, in the filling of vacancies, the applicant with the greatest seniority and having the required qualifications, skills and ability to perform the job applied for shall be awarded the position.

### **16.04 Appraisal Period**

- (i) When a regular employee is the successful applicant in filling a vacancy posted under Section 16.02, he/she shall serve an appraisal period not exceeding ninety (90) calendar days. Evaluations will be conducted forty-five (45) days, with a final appraisal prior to ninety (90) calendar days.
- (ii) If the appointment is not confirmed, the employee shall be placed in an existing vacancy or on the spareboard without loss of wages, benefits, or seniority and must bid on any and all vacancies until successfully posting into a regular position. Should the employee fail to secure a regular assignment after one hundred and twenty (120) calendar days his/her benefits will cease.

### **16.05 Union Notification**

The Union shall be notified within five (5) working days of all staff changes, new hires, layoffs, recalls, and terminations of employment.

### **16.06 Grounds-Keepers**

Custodians who work a shift other than day shift, shall be eligible to apply for Groundskeeping positions subject to the following;

- (i) Six (6) positions will be posted each year;
- (ii) Operational needs will be taken into consideration when choosing the successful candidates;
- (iii) Positions will be posted in accordance with Article 16.02 (i-iv);
- (iv) Preference will be given to those applicants who have not filled a Groundskeeping position in the previous year;
- (v) Vacancies created by the successful applicants for these positions will be filled from the spareboard.

### **16.07 Union Representative as Interview Process Observer**

The parties agree that the Union shall, at its discretion, have a Union Officer present at interviews held pursuant to Article 16.03. The officer will act as an observer on behalf of the Union and will have no voice or vote.

## **ARTICLE 17: LAYOFF, BUMPING AND RECALL**

### **17.01 Definition of Layoff**

Consistent with the following Articles, a layoff shall be defined as the loss by a regular employee of the opportunity to work in the regular position as a result of either (a) the elimination of such position, or (b) the reduction of any working hours in that position.

### **17.02 Union/Management Meeting**

- (i) Should the Employer intend to institute a layoff(s), it shall notify the Union as soon as practicable.
- (ii) The parties shall complete the work required by this subsection as soon as possible in order to provide the effected employees and the employer a reasonable opportunity to implement changes created by the layoffs. The employer may designate a bumping pattern and the Union shall have the right to grieve and arbitrate the pattern in accordance with Articles 11 and 12 of this Agreement.
- (iii) Once positions have been identified, affected employees will be notified of their rights of layoff and the potential bump. At this meeting, the affected employee must exercise their rights of layoff as per Article 17.03.

### **17.03 Rights of Layoff**

Employees receiving notice of layoff shall select one of the following procedures during a Union/Management consultative meeting held for this purpose:

- (i) Bumping, pursuant to Article 17.06 or 17.07 as applicable
- (ii) Severance, pursuant to Article 17.07
- (iii) Recall, pursuant to Article 17.09 and 17.10

### **17.04 Layoff Order**

Both parties recognize that job security should increase in proportion to length of service, therefore in the event a layoff occurs, the affected employee(s) shall be laid-off in the reverse order of their seniority in the classification and work location, where applicable, designated for the layoff by the Employer.

### **17.05 Notice of Layoff**

Regular employees who do not possess the qualifications, experience, skills, ability and/or seniority required to bump, or those who do not accept reassignment as designated within the bumping pattern, shall be given written notice of layoff three (3) calendar weeks prior to the effective date of such layoff. If an employee would normally have worked during this notice period but is denied such work by the Employer, he/she shall be paid for those days during the notice period when he/she would actually have worked except for such denial.

#### **17.06 Bumping Rights**

- (i) A regular employee affected by a layoff, shall be eligible to exercise bargaining unit seniority by bumping the most junior employee, firstly in their own classification or pay grade in the case of Custodian II's or in another classification at the same pay grade; or failing that, the junior employee in another classification at successively lower pay grades, provided always that the bumping employee has the qualifications, experience, skill and ability to do the work in question.
- (ii) Upward bumping is not permitted; employees may only bump another employee working the same or less hours.

#### **17.07 Bumping if Multiple Layoffs**

Where there are layoffs of more than one employee in a job classification, an equal number of positions will be identified and offered to affected employees on a seniority and FTE basis provided always that the affected employee has the qualifications, experience, skills and ability to do the work of the position.

#### **17.08 Severance Pay**

- (i) Within two (2) working days of receiving written notice of layoff under Article 17.05, and as an alternative to working the three (3) week notice period and being laid off, an employee who is to be laid off may elect to resign and take severance pay in accordance with the following schedule, and by so electing, will neither work nor be paid in lieu of the three (3) week notice period.
- (ii) The minimum severance pay under this Article shall be two (2) week's basic pay. Regular employees who have completed three (3) years of continuous service shall be eligible to receive an additional one (1) week's basic pay, and for each additional year of continuous service an additional one (1) week's basic pay, to a maximum severance pay of fifteen (15) week's basic pay.
- (iii) Employees who elect to take severance pay under this Article shall be finally and conclusively terminated in all respects and shall not have recall or any other rights under this Agreement.

#### **17.09 Recall List**

- (i) Regular employees laid-off under this Article, and not bumping in accordance with Article 17.06 or 17.07 as applicable, and not electing to take severance pay in accordance with Article 17.08, shall be placed on the recall list, in seniority order, for a period not to exceed twelve (12) consecutive months from the date of their layoff.

- (ii) Notwithstanding the above, regular employees laid off and on recall who work a cumulative number of days in excess of one hundred (100) working days, in the twelve (12) consecutive month period immediately following layoff or subsequent twelve (12) month period shall have their recall rights extended for an additional twelve (12) consecutive months. It is understood and agreed that such extension shall not be granted where an employee declines recall to their former position or is unavailable, by their choice, for work.

#### **17.10 Recall Rights**

- (i) Regular employees on the recall list shall retain their seniority at the time of layoff for one year. An employee may utilize his/her seniority for posting purposes pursuant to Article 16 provided the employee has the required qualifications, experience, skills and abilities for the positions they are being recalled to.
- (ii) Employees will maintain a recall right to the exact position they were laid off from for a period not to exceed twelve (12) consecutive months.
- (iii) Recall rights pursuant to (i) and (ii) above shall continue for one (1) year from the date of the layoff. At the end of the year, an employee on recall who has made himself/herself available for work during the year of recall, shall revert to an employee with secondary seniority with his/her secondary seniority shifts calculated based on his/her seniority date provided the employee has the required qualifications, experience, skills and abilities pursuant to Article 1.06 (i). An employee who has not made himself/herself available for work during the year of recall shall have no further rights of employment with the Board except as extended by the application of Article 17.09.
- (iv) Regular employees may elect to accept spareboard or temporary work where there is a vacancy, during their period of recall, provided always that the affected employee has the qualifications, experience, skills and ability to do the work of the position.

#### **17.11 Status While on Recall List**

During the recall period, referred to in Article 17.08, laid-off regular employees shall not be eligible to receive any of the benefits or conditions of this Agreement. The seniority, sick leave credits and vacation entitlement level fringe benefits of such employees shall be frozen at the time of their layoff and should they be recalled to regular employment within the recall period, referred to in Article 17.08, their seniority, sick leave credits and vacation entitlement level shall be reinstated to that which had existed at the time of their layoff.

### **17.12 Recall Procedures**

- (i) Laid-off regular employees on the recall list shall maintain their current telephone number and postal address with the Human Resource Services Department at all times. When attempting to contact an employee on recall, the Employer shall attempt to contact by telephone, with instructions on the date and time to report to work. If the employee changes their contact information they will inform Human Resources of such change.
- (ii) The date and time for a recalled regular employee to report for work may be extended by the Employer to a maximum of ten (10) working days should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that operational requirements permit. The Employer maintains the right to fill any vacancy on a temporary basis while waiting for a recalled regular employee to report.

### **17.13 Appraisal Period**

- (i) Regular employees who accept reassignment as designated within the bumping pattern, or who are recalled to employment, except when recalled to the same classification as occupied before the layoff, shall serve an appraisal period not exceeding three (3) months. During this period, should the employee prove unable to satisfactorily perform the duties of the new position, he/she shall be laid-off and placed on the recall list.
- (ii) In no event shall an employee be permitted to bump a second time as a result of the same layoff.

## **ARTICLE 18: HOURS OF WORK**

### **18.01 Work-Day**

Except as provided in Section 18.05 below, the normal regular full-time work-day shall be eight (8) continuous hours between the hours of 6:00 a.m. and 5:00 p.m., except for the interruption of such time (not to count) for meals.

### **18.02 Work-Week**

Except as provided in Section 18.05 below, the normal regular full-time work-week shall be forty (40) hours, five (5) days per week Monday to Friday inclusive, with the exception of emergencies.

### **18.03 Rest Periods**

Every employee shall be entitled to one (1) fifteen (15) minute rest period in each half of a shift of three (3) or more hours duration.

#### **18.04 Variance Working Hours**

Sections 18.01 and 18.02 notwithstanding, where it is necessary or expedient for the safest or most efficient operation of the Board, work may be scheduled at other times mutually agreed between the shop steward and the appropriate supervisor provided:

- (i) That the Board shall advise the Union in writing at least one (1) week in advance of such shift change, detailing the full particulars of such shift changes;
- (ii) That any employee affected by such shift change shall be guaranteed pay of forty (40) hours (exclusive of overtime payments) in the work-week;
- (iii) That such special shift shall be continued to the Monday to Friday work-week and employees so employed shall receive eight (8) hours pay for seven (7) hours' work as applicable.

#### **18.05 Hours of Work - Particular Regular Employees**

- (i) Custodian II's

With the exception of steam plants where the hours of work shall be mutually agreed upon, the Custodian II hours of work, shall consist of eight (8) consecutive hours, excluding meal time, between 5:00 a.m. and 5:00 p.m. The length of the meal time shall be determined by the Custodian II. He/she shall notify the Supervisor of Operations two (2) weeks in advance indicating any change in the length of meal times and/or work routines.

- (ii) Custodian I/Engineer - Day Shift

Any eight (8) consecutive hours, excluding meal times, between 5:00 a.m. and 5:00 p.m. The actual hours of work to be scheduled by the Custodian II in consultation with the Supervisor of Operations.

- (iii) Custodian I - Afternoon Shift

The normal hours of work for Custodian I positions will be eight (8) consecutive hours per shift, excluding meal times, between 3:00 p.m. and midnight. It is understood that operational efficiencies will require some positions of less than eight (8) hour shifts. The actual hours of work will be scheduled by the Custodian II in consultation with the Manager of Operations.

- (iv) Custodian I - Night Shift

Up to eight (8) consecutive hours, excluding meal times, between 11:00 p.m. and 7:30 a.m. The actual hours of work to be scheduled by the Custodian II in consultation with the Manager of Operations.

(v) Day Cleaners/Day Custodian I's

Up to eight (8) consecutive hours, excluding meal times, between 8:00 a.m. and 4:30 p.m. The actual hours of work to be scheduled by the Custodian II in consultation with the Manager of Operations.

(vi) Garage Operations

For the most efficient operation of this area, the work shifts shall be established to suit the operation.

(vii) Receiver-Shipper/Warehouse Person

Up to eight (8) consecutive hours, excluding meal times, between 7:00 a.m. and 5:00 p.m.

(viii) Custodian I Staff on Non-School Days

(a) Custodian I staff shall work eight (8) consecutive hours between 7:00 a.m. and 5:00 p.m., exclusive of meal time on non-school days, as defined by the Public Schools Act. Hours to be determined after consultation with Custodian II and Supervisor.

(b) In certain schools, which shall be designated one (1) month in advance of the initial change, Custodian I's may be required to work a shift other than day shift on non-school days.

(ix) Weekend Work - Custodial Staff

In order to operate and maintain school facilities on weekends, and to ensure efficient utilization of staff, the scheduled work-week may be varied to include Saturday and Sunday on a five (5) consecutive shift schedule, provided:

(a) The affected employee(s) is given one (1) week's notice in writing prior to the Saturday and Sunday to be worked. (The Custodian II will be notified at the same time.) If sufficient notice is not given, overtime rates will prevail;

(b) Only employees in the "Custodian I" classification shall be affected by this schedule;

(c) All hours worked on the employee's scheduled days off, and Statutory Holidays shall be paid for at double time (2x).

(x) Weekend Work Scheduling - Custodian I's

In order to operate and maintain school facilities on weekends, two (2) regular Custodian I (non-certified) positions will be established to provide the required coverage in all schools except S.J. Willis. The following criteria will apply:

- (a) The incumbents will be guaranteed three (3) shifts of seven point five (7.5) hours of work per week on a seven (7) day per week cycle. The incumbents will be given spareboard priority to maximize their hours to full time. The incumbents will receive two (2) days off per week (not necessarily consecutive days off);
- (b) Regular employees will continue to receive "call out" opportunities on a seven (7) day per week basis as is currently the case;
- (c) Weekend work for regular employees assigned to "steam plant" schools will continue, as is currently the case, when heating is required for "cold weather" coverage;
- (d) Other weekend work (excluding "call out" and "cold weather steam plant") may be assigned to spareboard employees;
- (e) All other issues that arise in connection with these positions will be dealt with under the relevant provisions of the agreement.

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

- (i) The Employer is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (ii) Exemptions from the four (4) hour minimum:
  - (a) student spareboard;
  - (b) other positions by mutual agreement.
- (iii) The four (4) hours shall be consecutive, but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.
- (iv) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.

#### **18.07 Custodian Is' - Paid Meal Time**

Custodian Is' who are instructed by the Supervisor of Operations to remain at their job location during their one-half (1/2) hour meal time will be paid for the one-half (1/2) hour at their straight time rate of pay.

#### **18.08 Custodial Relief**

In the event a Custodian is absent, an earnest effort shall be made to supply a relief.



## **18.09 Clean-Up Time**

The appropriate Supervisor shall have the authority to allow, within the work schedule, a period not to exceed one (1) hour for cleaning up following a particularly dirty job.

## **ARTICLE 19: OVERTIME**

### **19.01 Overtime Rates**

- (i) Where conditions necessitate overtime, and where the overtime work is authorized and permission granted by the appropriate supervisor, such overtime will be paid at the rate of time and one-half (1 1/2) for the first two (2) hours in excess of eight (8) hours in any one day, Monday to Friday; thereafter double time (2x).
- (ii) Custodian I's on afternoon shift will be paid overtime rates for hours in excess of seven and one-half (7 1/2), and on night shift for hours in excess of seven (7), except in those instances where a seven and one-half (7 1/2) or any eight (8) hour shift is worked.

### **19.02 Weekend and Statutory Holiday Work**

All hours worked by a regular employee on Saturdays, Sundays and Statutory Holidays, except as provided in Subsection 18.05 (ix), shall be paid for at double time (2x).

### **19.03 Call Out**

Regular and temporary employees who are called out and required to work outside their regular working hours, shall be paid at overtime rates, with a minimum payment equal to three (3) hours at regular rates.

If the call out is on a day the employee is not scheduled to work, a minimum payment equal to four (4) hours at regular rates shall be paid.

### **19.04 Time Off in Lieu of Overtime**

In lieu of payment for overtime, a regular employee may be granted time off in an equal amount, provided prior mutual agreement has been attained. Accrual of time off in lieu shall not exceed ten (10) regularly scheduled working days. Within one month of attaining this maximum accrual, time off in lieu shall be taken on mutually agreed dates, or arrangements shall be made to pay out such accrual. Where an employee receives a transfer, uplift, or promotion, accrued overtime shall be paid out or taken as time off at the rate earned prior to the change.

## **ARTICLE 20: STATUTORY HOLIDAYS**

### **20.01 Entitlement**

All regular employees shall be entitled to the following statutory holidays. This Article shall also apply to probationary employees who have earned wages in at least fifteen (15) days during the thirty (30) days immediately preceding the holiday:

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

plus any additional statutory holiday proclaimed by the Province of British Columbia or the Government of Canada.

### **20.02 Day in Lieu**

Should a statutory holiday fall and be celebrated on an employee's regular rest day, or during an employee's annual vacation, the regular employee shall receive another day off with pay in lieu at a time mutually agreed upon by the Board and the Union.

### **20.03 Ten Month Employees**

Regular and probationary ten (10) month employees who have earned wages ten (10) days in the four (4) consecutive calendar weeks immediately preceding Canada Day or Labour Day shall be paid for that statutory holiday. This provision shall become effective January 1, 1994.

## **ARTICLE 21: VACATIONS**

### **21.01 Entitlement**

A regular employee's vacation entitlement will accrue as a factor of each straight time hour worked based on the following formula:

Annual vacation entitlement/260 working days per year

Regular employees receiving payment for overtime in accordance with Article 19.01 shall also receive, as an addition to the overtime rate, a vacation pay adjustment based on their years of continuous service, as outlined in the "Overtime Vacation Pay Adjustment" column below. This is in lieu of the vacation accrual.

The accrual factor and overtime vacation pay adjustment shall be based on the following:

<b>Years of Continuous Service</b>	<b>Accrual Factor</b>	<b>Annual Vacation Entitlement</b>	<b>Overtime Vacations Pay Adjustment</b>
less than 7 years	.0577	15 vacation days	6%
Seven (7) years or greater	.0769	20 vacation days	8%
Fifteen (15) years or greater	.0962	25 vacation days	10%
Twenty-three (23) years or Greater	.1154	30 vacation days	12%

## **21.02 Vacation Pay**

- (i) An employee's regular pay shall continue during annual vacation leaves. Wages received while on vacation will be paid in accordance with the regular hourly rate paid for regular appointed hours worked prior to the commencement of the vacation. All vacation time must be recorded accurately as such on time sheets. If an employee codes more vacation time on their time sheet than they have in the accrual bank, the time in excess of banked time will be unpaid leave.
- (ii) The Board will provide on each pay statement the employee's vacation accrual balance in hours.
- (iii) By September 1st of each year, the employer shall apply the appropriate percentage noted in Article 21.01 to each regular employee's increase in gross pay due to (Article 25.02) Shift Differential, (Article 25.04) Uplift in Rate, (Article 25.05 to Article 25.16 and Article 25.18 to Article 25.20) allowances and risk premiums.
- (iv) An employee who is uplifted to a higher rate of pay shall be allowed to take five (5) days vacation, paid at the uplifted rate, for every four (4) months worked continuously at the uplifted rate.

## **21.03 Years of Service**

For purposes of calculating "years of completed service" for vacation entitlement, the employees' seniority date to the present vacation year shall be used to calculate years of service.

#### **21.04 Vacation Year**

The vacation year for purposes of this Agreement shall be the twelve (12) month period from July 1<sup>st</sup> of each year to and including June 30<sup>th</sup> in the next year. Employees achieving sufficient service on their anniversary date to reach a new vacation entitlement plateau during any vacation year shall, subject to Section 21.05, be eligible to receive such increased vacation entitlement as time-off as of July 1<sup>st</sup> of that year, with vacation pay being calculated at the higher percentage (%) from July 1<sup>st</sup> of the previous year. If the employment of such employee should however terminate before vacation advanced and taken on this basis is actually earned, an adjustment shall be made to the employee's final cheque to repay such advance.

#### **21.05 Vacation Scheduling**

Employees shall submit their requests for annual vacation on or before April 1<sup>st</sup> of each year. Approval of vacation requests shall be at the discretion of each supervisor and shall be subject, but not limited to, the following conditions:

- (i) that the employee remains in the position and work location held at the time of making the request, otherwise a new application shall be required;
- (ii) the supervisor may require an employee to change any previously approved vacation as a result of operational needs.

#### **21.06 Long Service Special Leave**

- (i) When a regular employee has served continuously for a period of twenty (20) years, he/she shall become entitled to twenty-two (22) consecutive working days long service special leave, with pay, in addition to annual vacation leave, as a reward for long and faithful service. Such special vacation shall only be received once by any employee and shall be taken within one (1) year of attaining twenty (20) years' service;
- (ii) For the purpose of calculating "years of completed service", only continuous service from the date of first appointment to the employee's anniversary date shall be included.

#### **21.07 Termination of Employment**

Regular employees who terminate employment shall, after completing twelve (12) continuous months of service, receive vacation or pay in lieu thereof for any proportional vacation earned prior to their termination but not taken; provided that adjustment may also be made for any overpayments previously received by such employee. Employees who terminate employment before completing twelve (12) months shall be eligible to receive pay in lieu of vacation in accordance with the *Employment Standards Act of British Columbia*.

## **ARTICLE 22: SICK LEAVE PROVISIONS**

### **22.01 Entitlement**

An employee who receives a regular appointment will be entitled to sick leave following the third (3<sup>rd</sup>) calendar month from the appointment. From that day forward they will be entitled to zero point zero four nine five eight percent (0.04958%) of the regular hours worked. Such sick leave may accrue twelve (12) shifts per year, or to a total of one hundred forty (140) days as follows: that where in any one (1) year such employee has not taken sick leave, or only a portion thereof, he/she shall be entitled to accrue the unused portion of such sick leave for their future benefit

Note: Effective clause date is January 1, 1994.

### **22.02 Proof of Illness**

- (i) An employee may be required to produce a certificate from a medical practitioner for any illness after five (5) consecutive working days certifying that the employee was unable to carry out the required duties due to illness.
- (ii) An employee may be provided with a list of medical practitioners by the Board, and shall produce the certificate from one of those practitioners, in cases of chronic absenteeism or where there is a pattern of sick leave that concerns the employer.
- (iii) The Board agrees to reimburse the employee for the cost of the medical certificate requested in (ii) above.

### **22.03 Emergency Sick Leave Fund**

- (i) After completion of the regular probationary period, sick leave shall be allowed and credited to the Emergency Sick Leave Fund on the basis of one (1) working day per employee per year, to be used for the benefit of employees whose regular sick leave has been expended. Benefits may be granted on the recommendation of the executive of the Union according to the following schedule, provided sufficient days are on credit in the fund:

<b>Years of Employment</b>	<b>Days of Leave</b>
During the first to fifth year	5
During the sixth to tenth year	15
During the eleventh to fifteenth year	30
During the sixteenth to twentieth year	50
During the twenty-first year	70

- (ii) Emergency sick leave shall not exceed seventy (70) days for any one (1) illness.
- (iii) After completion of the regular probationary period, the crediting of Emergency Sick Leave shall be in the month of December, regardless of when the new employee commenced work.

- (iv) An employee must produce a Medical Certificate from a qualified medical practitioner to be eligible for Emergency Sick Leave.

#### **22.04 Sick Leave Payout**

A regular employee having accrued sick leave to their credit, shall, on retirement at Municipal Pension Plan age, receive a salary grant in lieu thereof equal to sixty percent (60%) of such credit up to a maximum of sixty-six (66) days; or in the event of death before retirement, any accrued sick leave cash bonus shall be paid to their personal representative. And further, the Board may at its discretion, extend the benefits described in this Article to any regular employee who, for reasons of health or extenuating circumstances, is obliged to retire before reaching Municipal Pension Plan age. Notwithstanding the foregoing, this article shall apply only to regular employees hired on or before December 29, 1983. Regular employees or the heirs of regular employees hired after December 29, 1983 shall not receive a salary grant in lieu of accrued sick leave outstanding.

#### **22.05 Advice of Sickness and Return to Work**

- (i) Employees absent through illness shall advise their divisional office on the first day of their illness; failure to do so may result in loss of wages. Employees shall inform their divisional office prior to returning to work; failure to do so may result in loss of wages.

Employees shall follow the reporting procedures with regards to notifying of an absence due to sickness and return to work as determined by their divisional office.

#### **22.06 Accommodation**

##### **Preamble**

In accordance with the Collective Agreement, the parties recognize that prevention of injuries and rehabilitation of disabled employees are equally important goals. The parties further recognize that accommodation is part of a continuum of rehabilitation.

The Employer and the Union are committed to a voluntary, safe accommodation that addresses the needs of those able to return to work.

Accommodation will recognize the specific health needs of each individual employee who participates. Jobs modified are specific to the employee's individual needs or requirements.

An employee's participation in an established accommodation is voluntary. An employee's participation or non-participation in the program will not be the basis for any disciplinary action. Participation must include the consent of the employee's physician, with input from other health care professionals, as appropriate.

(i) **Types of Initiatives:**

Accommodation may consist of one (1) or more of the following:

(a) **Modified Work:**

Not performing, or altering, the full scope of duties through the

1. Current position
2. Transitional work
3. Vacant position
4. Attaining a position through the claiming day or posting process

(ii) **Graduated Return to Work:**

Not working regular number of hours. Program should lead toward return to full duties and hours within eight (8) weeks.

(iii) **Rehabilitation:**

Special rehabilitation programs as recommended and supported by professional Physiotherapy or Occupational Therapy providers.

(iv) **Ergonomic Adjustments:**

Modifications to the workplace (materials and/or equipment).

(v) **Rate of Pay and Appraisal Period**

Employees receiving special placement under this Letter of Understanding shall be paid the rate for the job in which they are placed. See Article 16.04 regarding Appraisal Period.

(vi) **Re-orientation to the Workplace**

A departmental orientation will be provided, as well as a general work site orientation, if necessary, for an employee who has been off work for an extended period of time.

(vii) **Accommodation Committee**

The parties agree to form an Accommodation Committee consisting of up to three (3) representatives from the Union and up to three (3) representatives of the Employer in addition to the District Health and Safety Officer. Employees who are members of the Committee shall be granted leave without loss of pay to participate in the Committee process.

### **Purpose**

The purpose of the Committee is to promote the philosophy and encourage the return to work of employees.

### **Role and Function**

The roles and functions of the Committee are as follows:

- (i) Assist in the development of processes and structures for accommodation in the workplace;
- (ii) Act as an advisor to employees and the Board on accommodation in the work site(s);
- (iii) Request information and provide feedback concerning individual employee accommodation;
- (iv) Prior to entry into an accommodation, the Committee and the employee shall discuss the planned program and its duration. The details of the proposed accommodation will be confirmed in writing to the employee, the Board and the Union; *as practicable*
- (v) The employee, Union and Employer must be in agreement.

### **Responsibilities**

***The responsibilities of the Committee are as follows:***

- (i) Determine, in conjunction with the employee and the physician, the bona fide limitations and restrictions of the disabled employee.
- (ii) Determine if the employee can return to their current position.
- (iii) Determine if the current position can be modified to accommodate the disabled employee.
- (iv) Determine if part-time positions are available for those unable to manage a full shift.
- (v) Determine if alternative work is suitable.
- (vi) Develop an individual program for the employee and keep the employee actively involved in the plan by maintaining continuous contact.
- (vii) Communicate potential problems to the Board and the Union.



- (viii) Maintain a liaison with the Joint Health and Safety Committee.
- (ix) Review status of the employee for the purpose of LTD claims.
- (x) Keep a confidential record of meetings.

#### **22.07 Service After Retirement Age**

Any person employed by the Board after reaching retirement age, who has already received sick leave payout as prescribed by Section 22.05, shall not be entitled to any of the benefits set forth in this Article 22.

#### **22.08 Recovery From a Third Party (Subrogation)**

Where the Board pays an employee wages while absent from employment by reason of any disability and the employee subsequently recovers such wages, or any part thereof, from any source, then the employee shall pay the amount so recovered to the Board. Upon the Board receiving such amount, it shall credit the employee paying the same with the number of days sick leave proportionate to the amount recovered.

### **ARTICLE 23: EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS**

#### **23.01**

Regular employees shall earn vacation, sick leave and statutory holidays while they are in receipt of paid sick leave (excluding Emergency Sick Leave Fund in excess of twenty-one (21) consecutive working days).

#### **23.02**

Notwithstanding any other provisions of the Agreement, regular employees shall not earn vacation or sick leave while they are on:

- (i) unpaid sick leave or unpaid leave for any reason of health or disability in excess of fifteen (15) consecutive calendar days;
- (ii) Workers Compensation in excess of sixty (60) consecutive calendar days;
- (iii) unpaid personal leave.

## **ARTICLE 24: LEAVE OF ABSENCE**

The parties agree that the following provisions for leaves of absence are provided for the reasons expressly described and undertake to ensure the legitimate application of these provisions.

### **24.01 Approved Leave of Absence During Vacation**

Where an employee qualifies for personal sick leave requiring hospitalization, or emergency leave due to serious illness of an immediate family member where travel is required, or bereavement leave during vacation, there shall be no deduction from vacation credits of such absence. The period of vacation so displaced either shall be added to the vacation period or reinstated for use at a later date, based on operational requirements and mutual agreement. Employees are required to contact their supervisors as soon as possible when their status of leave changes.

### **24.02 General Leave**

- (i) The Board may grant leave of absence without pay and loss of seniority to any regular employee requesting such leave for good and sufficient cause, such requests shall be in writing and approved by the Board. The Board's approval shall not be withheld unjustly.
- (ii) Except for Regular Employees off work on Worksafe or any other medical leave, Regular Employees on an approved leave of absence greater than twelve (12) months shall bump back into the work force upon their return to work in accordance with Article 17.
- (iii) Regular Employees off work on Worksafe, or any other medical leave of absence greater than twenty-four (24) months shall bump back into the work force upon their return to work in accordance with Article 17.

### **24.03 Union Business**

- (i) Time-off with pay shall be granted to not more than four (4) representatives of the Union when it becomes necessary to transact business with the Board during working hours.
- (ii) Time-off without pay shall be granted to not more than four (4) delegates of the Union, upon verbal notification, followed by written application to the Director of Facilities or delegate.

#### **24.04 Bereavement Leave**

- (i) In the event of death of a member of an employee's immediate family: spouse (including common-law spouse), children, parents, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents and grandchildren, or any 2nd degree relative living at the same household as the employee, such employee shall be granted upon request, leave of absence deemed appropriate by the Director of Human Resource Services or their delegate. The employee shall receive regular straight time salary for an aggregate total of up to four (4) working days.
- (ii)
  - 1. There shall be no paid travel time for a funeral located on Vancouver Island and south of the City of Nanaimo.
  - 2. An employee shall receive one (1) day of travel time for a funeral located on Vancouver Island anywhere from the City of Nanaimo north to the City of Campbell River. Travel time to any of the Gulf Islands shall also fall under this clause.
  - 3. An employee shall receive two (2) days of travel time for a funeral located in any location outside of the areas defined in clauses #1 and #2 above.
  - 4. The parties agree that the amount of paid travel time for bereavement leave is no longer at the discretion of the Director of Human Resource Services. Furthermore, the mode of transportation for any such leave shall also play no role in determining the amount of travel time provided. The sole determining factor on the amount of paid travel time to be provided to an employee shall be the location of the funeral as described in clauses #1, #2, or #3 above.
- (iii) In the event of the death of a relative not mentioned above or a friend of an employee, the employee shall be entitled to one-half day (1/2) leave (one (1) day if the funeral is outside the Capital Regional District) with pay for the purpose of attending the funeral.
- (iv) Temporary and spareboard employees shall be eligible for the Bereavement Leave benefits as provided in sub. i) and ii) above, provided such employee would actually have worked on those days for which payment is claimed under this clause.

#### **24.05 Jury Duty**

- (i) An employee who is subpoenaed for jury selection and/or jury duty, or called upon to act as a court witness, shall continue to receive full pay while so engaged, provided he/she turns over to the Board any monies he/she receives for serving as a juror or witness on days he/she would normally be working. Employees subpoenaed for such service are expected to return to the job, if not required to serve.

- (ii) Temporary and spareboard employees shall be eligible for Jury Duty Leave as provided in sub i) above, provided such employee would actually have worked on those days for which payment is claimed under this clause.

#### **24.06 Educational Leave**

- (i) Leaves of absence with pay for education, skills upgrading or such other training purposes, as may be approved by the appropriate supervisor and the Director of Human Resource Services shall not be a reason for loss in seniority.
- (iii) Leaves of absence without pay for education, skills upgrading or such other training purposes, as may be approved by the appropriate supervisor and the Director of Human Resource Services, shall be provided to regular employees pursuant to Section 24.01 above.

#### **24.07 Maternity, Parental, Adoption and Paternity Leave**

##### **Maternity Leave**

A pregnant employee shall be entitled to maternity leave as follows:

- (i) Employees making application will be granted unpaid pre and post-natal maternity leave, not in excess of a total of twenty-six (26) weeks, subject to review and possible extension of up to six (6) weeks in individual cases which are supported by written medical evidence;
- (ii) It is incumbent upon the employee to provide medical evidence of the expected date of confinement at least four (4) weeks in advance.

##### **Parental/Adoption Leave**

- (i) An employee shall be entitled to unpaid parental leave upon four (4) weeks written notice of the expected birth date of the child. Such leave shall be for a maximum thirty-seven (37) weeks and in accordance with Section 51.1 of the *Employment Standards Act*.
- (ii) In the case of a parental leave as an extension to a maternity leave, the employee shall provide four (4) weeks written notice of such request and such leave shall not be greater than twenty-six (26) weeks. The combined maternity leave and parental leave shall not exceed fifty-two (52) weeks for the same birth except for the extra six (6) week entitlement under Article 24.07 (i) and five (5) week entitlement under Article 24.07 (v).
- (iii) An employee will be entitled to a leave of absence without pay to a maximum period of thirty-seven (37) weeks, for the purpose of adopting a child, without loss of classification or benefits on return to work, in accordance with the provisions of subsection (vi) below. The employee will be required to furnish proof of adoption.

- (iv) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (iii) or (iv).
- (v) The employee returning to work after the expiry of the authorized leave, will be reinstated in all respects and service will be deemed to be continuous.
- (vi) The Board shall provide to a regular employee a leave of absence with pay to a maximum of four (4) days for the purpose of the adoption or legal guardianship of a child.

#### **Paternity Leave**

- (i) The Board shall provide to a regular employee a leave of absence with pay to a maximum of four (4) days for the purpose of paternity leave. This paternity leave shall be taken within forty (40) working days from the date of birth, or adoption, of the child.

#### **24.08 Family Leave**

The Board shall provide an employee, after notification, with a leave of absence with pay up to a maximum of four (4) shifts per year (July 1 to June 30) in the case of sudden or critical illness or injury or for convalescent care in the immediate family. Immediate family is defined as children, parents or spouse.

- (i) Sudden is defined as circumstances that are unanticipated and require immediate attention. Normally this would be related to the immediate family requiring the employee's presence at home and would not apply to scheduled medical appointments of a non-emergency nature;
- (ii) Critical illness or injury is defined as a life threatening illness or injury; or a medical condition requiring hospitalization under the orders of a medical doctor where the doctor requests the attendance of the employee;
- (iii) Convalescent care is defined as a means to provide for the care of an individual during a period of recuperative time following surgery or serious illness;
- (iv) The Employer may require a certificate from a duly qualified medical practitioner as proof of such illness or injury.

#### **24.09 Leave for Public Office**

Time off without pay, up to one (1) term, shall be granted to an employee who has successfully been elected to office upon application to the appropriate supervisor and Director of Human Resource Services, or delegate, with at least one (1) month notice prior to the requested time of.

Upon leave in excess of one (1) year the following provisions shall apply:

- (i) The employee's position shall be posted as a regular position.
- (ii) The employee's seniority and years of continuous service shall be frozen and said dates adjusted on their return, unless the parties agree otherwise.
- (iii) Upon return, the employee shall bid for posted vacancies using their adjusted seniority date.

An employee may request up to 6 weeks' unpaid leave for purposes of a campaign for public office. No request shall be unreasonably denied.

### **ARTICLE 25: PAYMENT OF WAGES AND ALLOWANCES**

#### **25.01 Bi-Weekly Pay**

Wages shall be paid every second Friday in accordance with Schedule "A", "B" and "C" attached hereto and forming part of this Agreement. Bi-weekly compensation for all CUPE employees will be deposited to the personal account they have established with a Canadian registered financial institution (bank or credit union) and which they have registered with the Payroll Office. Pay statements will be delivered through the District's internal delivery system to the employee's work location.

#### **25.02 Shift Differential**

Regular and spareboard employees on an afternoon and night shift shall be paid for hours actually worked at the rates of pay contained in Schedule "A". They shall in addition be paid an hourly shift differential as contained in Schedule "C" for hours worked on an afternoon and night shift.

#### **25.03 Mileage Allowance/Vehicle-Use Compensation**

- (i) Employees authorized to use their personal vehicle in carrying out duties for the Board shall be reimbursed. Each July the Kilometer Allowance should be adjusted to reflect the rate established by the Victoria aggregate cost of operating a mid size automobile or, when the Victoria aggregate cost is not available, the British Columbia aggregate cost. The Board will provide the Union with the cost analysis used to determine the current Vehicle Standard Cost as established by the Runzheimer Vehicle Standard Cost Schedule or, if not available, another source as agreed to by the Union and the Board.

- (ii) In addition to (i) above, a vehicle use compensation of sixty dollars (\$60.00) per month will be paid to employees who are authorized to use their personal vehicle for transporting to/from job sites both School Board and personal tools, materials, and fellow employees, when mileage exceeds one hundred kilometers (100 km) per month.

**25.04 Uplift in Rate**

- (i) Where an employee is assigned to perform work of another employee in a higher rate of pay, he/she shall receive the higher rate of pay.
- (ii) Senior regular employees on the site with the required qualifications shall have preference to temporary uplift, except in the case of foreman, which will be the senior qualified employee within the functional work unit.

**25.05 Foreman's Allowance**

The Board may appoint a foreman to supervise at least four (4) or more journeymen. Such foreman shall be paid the hourly rate as contained in Schedule "A".

**25.06 Grounds and Painter Foreman's Allowance**

The Grounds Foreman and Painter Foreman shall be paid the hourly rate as contained in Schedule "A".

**25.07 Sub-Foreman's Allowance**

The Board may appoint a sub-foreman in a particular classification. The sub-foreman shall receive their classification rate, plus the allowance as contained in Schedule "C".

**25.08 Grounds Sub-Foreman's Allowance**

The Grounds Sub-Foreman shall be paid the hourly rate as contained in Schedule "A".

**25.09 Chargehand's Allowance**

When additional supervision is necessary (for three (3) or more employees) on any particular job, a Chargehand may be appointed by the Department Manager. The Chargehand so appointed shall receive their classification rate, plus the allowance as contained in Schedule "C", for the period of such appointment.

**25.10 Spray Painting Allowance**

Painters shall receive an additional allowance as contained in Schedule "C", while spray painting.

### **25.11 Swing Stage Allowance**

Any employee required to work on a swing stage shall be paid an additional allowance as contained in Schedule "C" while so employed.

### **25.12 Engineer Trainee's Allowance**

Engineer-Trainees (without certification) shall be paid an allowance as contained in Schedule "C" over and above the maximum rate for a Custodian I. This premium will be paid for a maximum of one (1) year. Engineer-Trainees are to be appointed not later than June 1st in any year.

### **25.13 Power Engineer's Allowance**

- (i) Where Certification is required, employees shall receive additional compensation as contained in Schedule "C" in respect of:
  - a) B.C. Power Engineer's Certificate, 3rd Class
  - b) B.C. Power Engineer's Certificate, 4th Class
  - c) PIPE Certification – Boiler Safety Awareness Course (BSAW)
- (ii) Certification on or after July 1<sup>st</sup>, 1966 shall not be recognized for additional pay unless required by the Board as a condition of employment. Any Custodian II who, at the date of signing of this Agreement, is receiving additional pay for certification, shall continue to receive such additional pay, provided he/she remains in the custodial staff, or unless he/she is the successful applicant for a position for which the certification pay is otherwise.

### **25.14 Certified Custodian I's Allowance**

Certified Custodian II's operating steam plants, other than on day shifts, shall receive the certification pay normally paid to the Custodian II of the school.

### **25.15 Field Safety Representative Allowance**

An Electrician who is the holder of a "B" Contractors License and a valid Certificate of Competency, in accordance with the B.C. Electrical Code, qualifying such employee as an accredited Field Safety Representative from the British Columbia Safety Authority (Provincial Electrical Inspector) and who is so assigned by the Board, shall receive an allowance as contained in Schedule "C" for each hour working in such capacity.

### **25.16 Herbicide and Pesticide Spray Allowance**

Employees actually employed spraying herbicide and pesticide in the grounds area who are controlling the spray shall receive premium pay as contained in Schedule "C" for each hour worked.



### **25.17 First Aid Allowance**

- (i) The Board shall provide first aid training costs for any employee who volunteers and is selected or who is appointed to a position requiring such qualification.
- (ii) Any employee who is designated as a First Aid Attendant shall receive an allowance based upon the certification required under Worksafe Regulations as contained in Schedule "C" in respect of:
  - (a) Occupational Level 2 First Aid Certification;
  - (b) Occupational Level 1 First Aid Certification.

### **25.18 Asbestos Abatement Risk Premiums**

The following premiums shall be paid over and above the basic rate of pay for each employee involved in a low, moderate or high risk work activity:

- (i) The Class 1 allowance to be paid for LOW and MODERATE RISK work activities as defined in the Worksafe publication listed below shall be as contained in Schedule "C";
- (ii) The Class 2 allowance to be paid for HIGH RISK work activities as defined in the Worksafe publication listed below shall be as contained in Schedule "C".

The definition of RISK shall be as presented within the Worksafe publication - Safe Handling of Asbestos - A Manual of Standard Practices: 10th printing August, 1996.

Where conditions necessitate the above premiums be paid, the premium shall be in effect for a minimum of two (2) hours.

The premium will be paid for all time commencing with the donning of the appropriate protection, work performed while wearing such protection, through to the removal of such protection.

### **25.19 Gas Ticket Allowance**

A qualified journeyman who is a holder of a Gas Ticket, and who is so assigned by the Board, shall receive a premium as contained in Schedule "C" for each hour worked.

### **25.20 Premiums and Allowances**

All allowances under this section, except Article 25.03, shall be subject to the same percentage increase as occurs in the basic payroll.

Note: This clause takes effect January 1, 1994.

## **ARTICLE 26: FRINGE BENEFITS**

### **26.01 Medical Services Plan and Extended Health Benefits**

Regular employees who are eligible for coverage under the terms of the Medical Services Plan of British Columbia and the Extended Health Benefits Plan in effect through the Capital Area Benefit Trust, may participate in both plans from the first day of the month following completion of ninety (90) days employment. Eligible employees shall contribute as follows:

- (i) Medical Services Plan: Eligible employees shall contribute twenty-five percent (25%) of the premium for the plan and the employer shall contribute the remaining seventy-five percent (75%). Effective January 1, 2001, the employer shall contribute one hundred percent (100%) of the premium;
- (ii) Extended Health Benefits: Eligible employees shall contribute twenty-five percent (25%) of the premium for the plan and the employer shall contribute the remaining seventy-five percent (75%). Effective January 1, 2001, the employer shall contribute one hundred percent (100%) of the premium. The plan shall include vision care providing for eighty percent (80%) reimbursement towards the cost of the purchase of one (1) pair of eyeglasses every two (2) years for each regular employee and their dependents to a maximum cost of two hundred dollars (\$200) per pair (including hearing aids to a maximum of five hundred dollars (\$500.00) every five years).

### **26.02 Group Life Insurance**

Regular employees who are eligible for coverage under the terms of the Group Life Insurance Plan in effect through the B.C. Life & Casualty, shall, as a condition of employment, participate in this plan from the first day of the month following completion of ninety (90) days employment. The plan shall provide basic insurance in the amount of two times (2x) the employee's annual basic earnings, rounded upwards to the next highest thousand, plus (+) such optional benefits as may be offered through the B.C. Life & Casualty. This Article to be effective January 1, 1994. Eligible employees shall contribute twenty-five percent (25%) of the premium for the plan and the employer shall contribute the remaining seventy-five percent (75%). Effective January 1, 2001, the employer shall contribute one hundred percent (100%) of the premium for the basic life and A D and D insurance. Eligible employees shall contribute one hundred percent (100%) of the premiums for optional life insurance coverage. The terms of the plan established with the carrier shall apply.

### **26.03 Dental Plan**

Regular employees who are eligible for coverage under the terms of the Dental Plan in effect through the Pacific Blue Cross, may participate in this Plan from the first day of the month following completion of ninety (90) days employment. Eligible employees shall contribute twenty-five percent (25%) of the premiums for this Plan and the Employer shall contribute the remaining seventy-five percent (75%). The Dental Plan shall provide for payment of one hundred percent (100%) of the claims under Plan "A" (basic service) and fifty percent (50%) of the claims under Plan "B" (prosthetic appliances, crown and bridge procedures). The terms of the Plan established with the carrier shall apply.

### **26.04 Municipal Pension Plan**

All newly hired regular employees, upon completion of ninety (90) days employment, shall participate under the Pension (Municipal) Act, subject to the terms and conditions of such Act.

### **26.05 Workers' Compensation**

- (i) When a regular employee suffers an occupational injury approved by Worksafe under the *Workers' Compensation Act*, such employee's salary shall be continued for a period of not more than fifty-two (52) weeks, or until the status of Worksafe payment changes to disability pension, or other Worksafe settlement, whichever occurs first.
- (ii) All monies payable to an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer by Worksafe in return for which the Board shall pay the employee the full amount of their net wages to which he/she would have been otherwise entitled but for disability suffered or incurred by the employee aforesaid, subject to the above maximum time limitation of fifty-two (52) weeks.
- (iii) Spareboard employees and regular employees who normally work less than full-time hours shall be eligible for Worksafe supplement. The amount of supplement received shall be based upon such employee's average earnings and hours worked during the previous twelve (12) month period. Temporary employees and grounds-keepers shall also be eligible for the supplement, but only for the period such employee would have otherwise remained employed.

### **26.06 Retirement Gratuity**

An employee who reaches retirement age and retires in accordance with the Pension (Municipal) Act and has completed ten (10) years or more continuous service shall be granted one (1) month's extra pay and, if such employee has not taken their vacation for the current year, he/she shall be paid in lieu of such vacation in accordance with Section 21.07.

## **26.07 Pro-Rata of Employee Premiums**

- (i) For twelve (12) month employees: The employee's share of annual fringe benefit premiums for Article 26.02 (Optional Life only) and 26.03 (Dental) will be deducted on a twelve (12) month basis on the last pay of each month.
- (ii) For ten (10) month employees: The employee's share of September to June fringe benefit premiums for Article 26.03 (Dental) will be deducted on a ten (10) month basis on the last pay of each month.
- (iii) For ten (10) month employees: Note that one hundred percent (100%) employer paid obligation under 26.01 and 26.03 does not apply to summer months. Therefore, the employee's share of July and August fringe benefit premiums for Article 26.01 (Medical and Extended Health) and Article 26.03 (Dental) will be deducted on a ten (10) month basis on the first pay of each month. An adjustment will occur each June to allow for changes to premium rates and to reconcile for actual costs or employee dependent changes during the school year.

## **26.08 Jointly Trusteed Benefits Trust**

The Parties have agreed to participate in a jointly trusteed benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article (note – districts without AD&D would not include reference to that benefit) as soon as the trust is able to take on that responsibility.

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

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

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

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

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

## **ARTICLE 27: TECHNOLOGICAL CHANGE**

### **27.01**

The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.

### **27.02**

Where a technological change is to be implemented which (i) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (ii) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union.

### **27.03**

Within fifteen (15) days from the date of such notice, the Employer and the Union shall form an ad hoc technological change committee, consisting of two (2) members from each side, to discuss and resolve, if possible, all matters pertaining to the proposed change.

### **27.04**

Where the introduction of such technological change results in an employee becoming redundant or displaced and where the employer determines that the employee can acquire the new skills required in a reasonable period of time, the employee shall be provided the opportunity to acquire the new skills. There shall be no reduction in wage rates during the training period.

Where the employee and/or employer determine that retraining is not a viable option, then Article 17 shall apply.

### **27.05**

Where the committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance/Arbitration procedure established in this Agreement.

## **ARTICLE 28: TRAINING/STAFF DEVELOPMENT**

### **28.01 On-the-Job Training**

The parties agree as follows:

- (i) When, in the Employer's opinion, operational requirements both warrant and permit and when it is practical from a financial perspective to do so, the Employer shall endeavour to provide on-the-job training to employees within their own functional work units during normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within that work unit and/or department and, secondly, to provide enhanced opportunity for employees to advance within their own departments as permanent vacancies occur therein;
- (ii) Additional Employer consideration when selecting employees for training under this Article shall be as follows in rank order:
  - a) the present and future operating needs and efficiency of the department and/or work unit involved;
  - b) the relationship between an eligible employee's current work and the training to be offered;
  - c) the capabilities and past performance of the employees considered for training; and
  - d) seniority
- (iii) Training of a more general nature or of interest to a number of employees in a given work unit or department may also be offered by the Employer under this Article. Such training shall always meet the basic criteria set out in the first sentence of Subsection (i), with employees being selected for such;
- (iv) Training under this Article shall in no event take place between departments and shall not be provided solely to enable employees to obtain the qualifications of experience required in order to qualify for higher paid positions. For purposes of this Letter, "functional work units" shall be defined as smaller work units within a given department which, for purposes of training, are considered distinct for functional or operational reasons by the Employer.

### **28.02 Staff Development**

The Board is committed to on-going staff development that takes place during the work day and is funded by the District. A Joint Staff Development Committee of the Union and the Employer shall coordinate appropriate staff development activities. Staff development activities are designed to enhance personal growth and workplace effectiveness and are not intended to replace On-the-Job Training and/or Educational Leave. Participation by employees in staff development activities shall be voluntary.

## **ARTICLE 29: OCCUPATIONAL HEALTH AND SAFETY**

### **29.01 Mutual Co-operation**

The Employer and the Union agree to co-operate in improving the safety and occupational health of employees and in educating employees and supervisors in proper safety practices and procedures.

### **29.02 Hazardous Substances**

The Employer shall provide the Union, where practicable, with such information as may come into the Employer's possession which identifies the dangers involved with hazardous substances that employees are required to use in the course of their work.

### **29.03 Occupational Health and Safety Committee**

The parties agree to establish an Occupational Health and Safety Committee per Worksafe Regulations. One of the functions of this committee shall be to promote occupational health and safety practices and the observance of safety rules.

### **29.04 Workplace Violence**

- (i) The Board and the Union are committed to fostering and promoting a safe environment for all students, staff, and public. The Board agrees to develop policies for dealing with workplace violence.
- (ii) The Board and the Union agree to participate in procedures to ensure the employees are aware of and understand work place violence.
- (iii) The Joint Health and Safety Committee shall be consulted regarding the curriculum of training and applicable procedural measures.

## **ARTICLE 30: COMMUNICABLE DISEASE PROTECTION**

To protect against contraction or to effect a cure for influenza, the Board shall pay the costs not met by an employee's own medical coverage for a maximum of one (1) influenza injection per year.

## **ARTICLE 31: HARASSMENT**

### **30.01**

The Board and the Union recognize the benefit to be derived from a work environment free from harassment and are committed to fostering and promoting such an environment. The parties further agree to cooperate in attempting to resolve, in a confidential manner, complaints or disputes pertaining to this Article and referred to in Board policy and procedures.

## **30.02**

Harassment, including sexual harassment, is defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome by the recipient.

Harassment does not include actions occasioned through exercising in good faith the employer's and employee's rights and responsibilities for a legitimate work related purpose.

## **30.03**

Cases of harassment, including sexual harassment, shall be considered discrimination and, if not resolved on a confidential basis pursuant to Clause 31.01, above, shall be eligible to be processed as a grievance. In cases of harassment, an Arbitration Board shall have the power to transfer or discipline any person found guilty of harassing an employee.

# **ARTICLE 32: EMPLOYEE RECORDS**

## **32.01**

Each employee shall be entitled to receive a record of their sick-leave standing and a copy of any personal appraisal or disciplinary action which is added to their file.

# **ARTICLE 33: PRINTING THE COLLECTIVE AGREEMENT**

## **33.01**

The Board and the Union shall share equally the cost of printing a sufficient number of this Agreement, in small booklet form, to be distributed to members of the Union, supervisors and school principals.

## **33.02**

Acceptance of employment with the Board shall constitute acceptance of the terms and conditions of this Agreement.

# **ARTICLE 34: CUSTODIAL JOB DUTIES**

## **34.01**

- (i) The Custodian II, in addition to those duties specifically outlined in the job descriptions, shall be responsible for cleaning and maintaining a designated area.



- (ii) In schools where a third (3<sup>rd</sup>) class Engineer's certificate is required under the *Power Engineers & Boiler & Pressure Vessel Safety Act*, the day shift Custodian II shall be required to perform any cleaning duties up to a maximum of two (2) hours on a regularly scheduled basis.

#### **34.02**

The duties of a Custodian 1 and Day Cleaner shall be as defined in their job descriptions.

#### **34.03**

One-half (1/2) hour of cleaning time will be allocated for each portable building.

#### **34.04**

An Engineer Trainee shall be responsible for Custodian I's duties during such times as he/she is not required in the Boiler Room.

#### **34.05**

Custodian II's are to be advised in advance of all rentals of rooms, gymnasiums, or auditoriums.

### **ARTICLE 35: JOB CLASSIFICATION AND RECLASSIFICATION**

#### **35.01 Definition and Purpose of Job Descriptions**

The definition and purpose of job descriptions are as follows:

- (i) To generally describe the responsibilities, duties and scope of individual positions or jobs;
- (ii) The examples or illustrations of work performed are not exhaustive but merely a listing of the significant tasks involved in a position or job;
- (iii) Job descriptions notwithstanding, it is accepted that all employees have a responsibility to assist and cooperate with other employees and supervisors in ensuring that work is performed in a productive and efficient fashion.

### **35.02 New/Revised Job Descriptions**

The current job descriptions shall be in effect on the effective date of this Agreement.

- (i) In the event that a new job is created by the Employer after the effective date of this Agreement, or any job is altered significantly by the Employer, a new or updated job description shall be prepared by the Employer and forwarded to the Union.
- (ii) When the Union agrees that the description adequately describes the duties which the Employer requires of the job, it shall endorse and return the description to the Secretary-Treasurer, who shall then finalize the description.
- (iii) If the Union feels that the description does not adequately describe the duties which the Employer requires of the job, it may request that the description be reviewed by the Joint Job-Description Committee.

### **35.03 Joint Job-Description Committee**

- (i) The Joint Job-Description Committee shall consist of two (2) appointees from the Union and the Employer. It shall meet as required to review job descriptions referred to it by either the Employer or the Union. When the committee members agree on wording to adequately describe the duties which the Employer requires of the job, the description shall be finalized by the Director of Human Resource Services on the basis of such Agreement.
- (ii) When the Committee is unable to agree within thirty (30) days upon wording to adequately describe the duties which the Employer requires of the job, either party may refer the description to a single arbitrator to have this wording established. The cost of the arbitration shall be shared equally by the parties. Should the parties fail to agree on an arbitrator within ten (10) days of referral, the Minister of Labour shall be requested to appoint an arbitrator.

### **35.04 Pay Reviews**

Where a position is changed by the Employer sufficiently to warrant a re-evaluation, or a new position is created by the Employer, the rate of pay for that new or revised position shall be established by the Employer for a period of six (6) months, and written notice to this effect shall be forwarded to the Union. After the six (6) month period, the Union may request an evaluation review of the pay rate so established. If no agreement is reached as a result of this review, the parties may resolve the matter through the grievance procedure, provided always, that if arbitration is required, the arbitrator shall have the power to adjust the wage rate accordingly.

## **ARTICLE 36: PERMITS**

### **36.01**

- (i) The amount of time allotted to service night school classes shall not exceed ten (10) minutes per classroom. The time allotment for each normal community use permit and school use permit shall not exceed ten (10) minutes.

## **ARTICLE 37: CLOTHING ALLOWANCE**

### **37.01**

The Board is to issue for use (but to remain the property of the Board) gum boots and rubber clothing, as required for abnormal working conditions relating to flood, sewage operation, mud conditions, (etc.). As well, a pair of coveralls shall be made available for the use of Custodian I's and Custodian II's when they are actually cleaning boilers.

### **37.02 Safety Footwear Allowance**

Where the Employer deems it necessary to wear approved safety footwear, and does not provide such footwear, the Board shall provide such employees a maximum of one hundred dollars (\$100.00) for the purpose of purchasing appropriate safety or protective footwear. The reimbursement shall be available once every twelve (12) months, upon the presentation of a receipt for the purchase of approved safety footwear.

The employer will provide a list of footwear specifications.

## **ARTICLE 38: TERM OF AGREEMENT**

### **39.01 Term**

This Agreement shall remain in effect from and including July 1, 2019 to and including June 30, 2022, and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement.

### **39.02 Continuation Clause**

Should either party give written notice to the other party in accordance with Section 38.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

### **39.03 (S) 50 Exclusions**

The parties agree to exclude the operation of subsections (2) and (3) of (S) 50 of the Labour Relations Code.

### **39.04 Retroactivity**

- (i) All negotiated changes in rates of pay and/or allowances in the Collective Agreement shall be adjusted retroactively to the first day of the contract, unless otherwise specified.
- (ii) Retroactive pay shall be paid at the earliest date practical and not later than thirty (30) calendar days following the date of the signing of this Agreement.

## **ARTICLE 39: CONTRACTING OUT**

### **39.01**

- (i) In order to provide job security for the members of the bargaining unit, no regular employee shall be laid off and placed on the recall list, or otherwise terminated, as a result of contracting-out of bargaining unit work normally performed by regular employees.
- (ii) Notwithstanding the above, the Board shall have the right to contract capital work projects.
- (iii) The Board agrees to endeavour to provide these projects to its bargaining unit members whenever operationally and financially feasible.
- (iv) The Board agrees to notify the Union in writing prior to contracting out any Capital Work projects.

### **39.02 Volunteers**

Volunteers will not perform tasks that are within any contractual agreements and/or job descriptions of CUPE Local 382, unless mutually agreed to by CUPE Local 382 and the Board, in accordance with Policy 1240, as revised in 1994.

### **39.03 Work Experience**

The parties agree to participate in a placement of students or other persons within the School District. The following conditions shall apply to all placements:

1. Participation in a work experience placement shall be approved in writing by the Board (or designate), the Union, and the individual regular employee involved prior to any placement;
2. Participation in a work experience placement by an employee is completely voluntary;
3.
  - (a) A work experience placement is not to be made when such placement will replace a regular or spareboard employee who is on lay-off or whose job has been eliminated due to budget cuts or "downsizing", nor shall such placement be used to avoid hiring an employee.
  - (b) Should the employee trainer be laid off during the placement, the placement will be terminated.
4. No employee will be held liable or responsible for the improper action of any individual participating in a work experience placement;
5. A person placed within the District in a work experience shall be subject to the requirement of an acceptable criminal record check;
6. A person placed within the District in a work experience is not an employee nor entitled to any preference over any regular or spareboard employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties;
7. At no time will an individual be placed in a workplace during an industrial relations dispute between the Union and the Employer. If an industrial relations dispute arises during a work experience placement, the individual will be removed from the workplace until such time as the dispute is resolved;
8. The employee who has agreed to supervise an individual on a work experience placement will be provided with adequate time to work with the individual without penalty or threat of discipline;
9. The Work Experience Placement Agreement referred to in the Letter of Understanding created jointly by the Board and the Union sets out conditions for internal placement(s) within School District #61.

Note: Please refer to Letter of Understanding #2.

## ARTICLE 40: WORK HOUR REDUCTIONS

### 40.01

Since the Letter of Understanding dated January 10, 1975, custodial work hours in the schools have been significantly reduced. The Union agrees with the Board that these reductions are due to budget restraint. The Parties agree that if further reductions are being considered that the parties will meet to discuss the possible reductions and to consider available alternatives.

## ARTICLE 41: LETTERS OF UNDERSTANDING

For the term of the Agreement, the following Letters of Understanding shall be attached to and form part of this agreement:

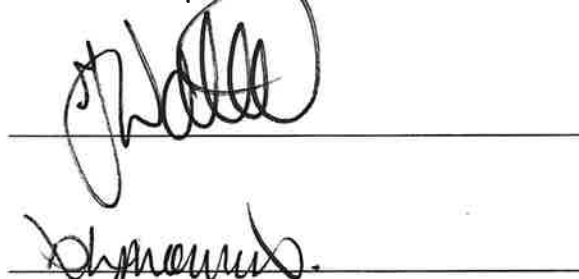
# 1	Jurisdictional Anomalies
# 2	Work Experience Placement Agreement
# 3	(S) 54 Labour Adjustment Agreement
# 4	Asbestos Abatement Programs
# 5	Harassment – Information Mediation Process
# 6	Asbestos Medical Surveillance
# 7	Service Improvement Allocation

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this

4 day of JUNE, 2020, in the City of Victoria, Province of British Columbia.

### FOR THE EMPLOYER

The Corporate Seal of the Board was hereunto affixed in the presence of:



Two handwritten signatures in black ink, one above the other, on a horizontal line.

### FOR THE UNION

Sealed with the Seal of the Canadian Union of Public Employees, Local No. 382 in the presence of:



Two handwritten signatures in blue ink, one above the other, on a horizontal line. The signature below is clearly legible as "Paul Knight".

/jm/lc/cope 491

## SCHEDULE "A"

### CUPE LOCAL 382 WAGE RATES PER HOUR

PAY GRADE	CLASSIFICATION	1-Jul-19	1-Jul-20	1-Jul-21
		2.0%	2.0%	2.0%
		\$	\$	\$
3	Groundskeeper	21.88	22.32	22.77
3	Spareboard Custodian I	21.88	22.32	22.77
5	Day Cleaner	22.67	23.12	23.58
6	Cafeteria Manager	22.95	23.41	23.88
6	Custodian 1	22.95	23.41	23.88
8	Receiver/Shipper/Warehouse	23.41	23.88	24.36
8	Desk Sander	23.41	23.88	24.36
8	Garage Attendant	23.41	23.88	24.36
<b>8</b>	<b>Labourer</b>	<b>23.41</b>	<b>23.88</b>	<b>24.36</b>
<b>8</b>	<b>Seasonal Groundskeeper</b>	<b>23.41</b>	<b>23.88</b>	<b>24.36</b>
8	Tractor Driver	23.41	23.88	24.36
8	Truck Driver	23.41	23.88	24.36
8	Equipment Operator	23.41	23.88	24.36
9	Truck Driver (over 10,900 kg.)	23.66	24.13	24.61
11	Dispatcher	24.12	24.60	25.09
11A	Asbestos Chargehand	24.18	24.66	25.15
<b>11A</b>	<b>Rental Event Attendant</b>	<b>24.18</b>	<b>24.66</b>	<b>25.15</b>
<b>12</b>	<b>Utility Person - HVAC</b>	<b>24.37</b>	<b>24.86</b>	<b>25.36</b>
<b>12</b>	<b>Utility Person - Industrial Education Equipment</b>	<b>24.37</b>	<b>24.86</b>	<b>25.36</b>
12	Irrigation Technician	24.37	24.86	25.36
12	Back Hoe Operator	24.37	24.86	25.35
13	Welder III	25.23	25.73	26.24
13	Utility Person	25.23	25.73	26.24
19	Grounds Sub Foreman - Hardscape <sup>#1</sup>	26.19	26.71	27.24
20	Furniture Finisher	28.50	29.07	29.65
20T	Painter	30.97	31.59	32.22
20T	Glazier	30.97	31.59	32.22
20T	Locksmith	30.97	31.59	32.22
20T	Mechanic	30.97	31.59	32.22
20T	Gardener	30.97	31.59	32.22
21	Custodial Foreman <sup>#2</sup>	29.58	30.17	30.77
22 (a)	Machinist	29.39	29.98	30.58
22 (a)	Oil Burner Mechanic	29.39	29.98	30.58
22T	Carpenter	31.85	32.49	33.14
22T	Plumber	31.85	32.49	33.14
22T	Tinsmith	31.85	32.49	33.14
22T	Mason	31.85	32.49	33.14
<b>22T</b>	<b>Roofer</b>	<b>31.85</b>	<b>32.49</b>	<b>33.14</b>
22T	Welder I	31.85	32.49	33.14
<b>22T</b>	<b>Access &amp; Security Technician</b>	<b>31.85</b>	<b>32.49</b>	<b>33.14</b>
22T	Drywall Finisher	31.85	32.49	33.14
22T	Industrial Education Machine Fitter	31.85	32.49	33.14

# SCHEDULE "A"

## CUPE LOCAL 382 WAGE RATES PER HOUR

PAY GRADE	CLASSIFICATION	1-Jul-19	1-Jul-20	1-Jul-21
		2.0%	2.0%	2.0%
		\$	\$	\$
22T (b)	Painter Chargehand	32.19	32.83	33.49
22 (c)	Tinsmith Chargehand	30.62	31.23	31.85
23T	Electrician	32.16	32.80	33.46
24	Asbestos Foreman #3	32.09	32.73	33.38
24	Grounds Foreman #3	34.57	35.26	35.97
24T	Carpenter Foreman #3	34.57	35.26	35.97
24T	Painter Foreman #3	34.57	35.26	35.97
25T	Plumber Foreman #4	34.98	35.68	36.39
26T	Electrical Foreman #5	35.63	36.34	37.07
27	Health / Safety Officer	34.29	34.98	35.68

### Footnote

### Includes

#1	Grounds Sub Foreman	Sub Foreman Allowance – Article 25.07
#2	Custodian Foreman	Based on Schedule "B" - >200,000 sq. ft Foreman Allowance – Article 25.05 Power Engineer Class 4 – Article 25.13 (I) (b) Afternoon Differential – Article 25.02
#3	Foreman	Foreman Allowance – Article 25.05
#4	Plumber Foreman	Foreman Allowance – Article 25.05 Gas Ticket – "B" – Article 25.19
#5	Electrical Foreman	Foreman Allowance – Article 25.05 Electrician – Class "A" – Article 25.15
#6	Wage Increases	
	July 1, 2019	2.0%
	July 1, 2020	2.0%
	July 1, 2021	2.0%



## SCHEDULE "B"

### CUPE LOCAL 382 WAGE RATES PER HOUR

(Custodian II shall be paid according to the following schedule)

PAY GRADE	SCHOOL AREA (SQUARE FEET)	1-Jul-19	1-May-20	1-Jul-21
		2.0% <sup>1</sup>	2.0% <sup>1</sup>	2.0% <sup>1</sup>
		\$	\$	\$
5	1 - 10,000	22.67	23.12	23.58
7	10,001 - 30,000	23.15	23.61	24.08
8	30,001 - 40,000	23.41	23.88	24.36
9	40,001 - 50,000	23.66	24.13	24.61
10	50,001 - 70,000	23.87	24.35	24.84
12	70,001 - 100,000	24.37	24.86	25.36
14	100,001 - 130,000	24.67	25.16	25.66
15	130,001 - 160,000	24.91	25.41	25.92
16	160,001 - 200,000	25.15	25.65	26.16
18	OVER 200,000	25.37	25.88	26.40
8	Shift Custodian	23.41	23.88	24.36
#1	Wage Increases  July 1, 2019                      2.0% July 1, 2020                      2.0% July 1, 2021                      2.0%			

## SCHEDULE "C"

### CUPE LOCAL 382 ALLOWANCE PAYMENTS

Allowance values as defined within Article 25

Article	Allowance	1-Jul-19	1-May-20	1-Jul-21
		2.0% <sup>1</sup>	2.0% <sup>1</sup>	2.0% <sup>1</sup>
		\$	\$	\$
25.02	Shift Differential			
	Afternoon Night	0.82 1.05	0.84 1.07	0.86 1.09
25.05 & 25.06	Foreman	2.75	2.81	2.87
25.07 & 25.08	Sub-Foreman	1.81	1.85	1.89
25.09	Chargehand	1.25	1.28	1.31
25.10	Spray Painting	0.82	0.84	0.86
25.11	Swing Stage	0.37	0.38	0.39
25.12	Engineer Trainee	0.37	0.38	0.39
25.13	Power Engineer's Allowance:			
	3rd Class	1.38	1.41	1.44
	4th Class	0.61	0.62	0.64
	BSAW	0.61	0.62	0.64
25.15	Field Safety Representative	0.69	0.71	0.72
25.16	Herbicide & Pesticide Spray	0.82	0.84	0.86
25.17	First Aid Allowance:			
	Occupational Level 1	0.65	0.67	0.68
	Occupational Level 2	1.33	1.36	1.39
25.18	Asbestos Abatement Risk Premiums:			
	Low & Moderate Risk	3.48	3.55	3.62
	High Risk	4.81	4.91	5.01
25.19	Gas Ticket Allowance:			
	Natural Gas Ticket "A"	0.65	0.67	0.68
	Natural Gas Ticket "B"	0.42	0.43	0.44
#1	Wage Increases			
	July 1, 2019	2.0%		
	July 1, 2020	2.0%		
	July 1, 2021	2.0%		

**SCHEDULE "D"**  
**CUPE LOCAL 382**  
**APPRENTICESHIP SCALE**

	<b>3 Year</b>	<b>4 Year</b>
1st six months	50%	50%
2nd six months	55%	55%
3rd six months	65%	65%
4th six months	75%	70%
5th six months	85%	75%
6th six months	95%	80%
7th six months		85%
8th six months		95%

## **LETTER OF UNDERSTANDING #1**

between

**BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 947**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 382**

### **Re: Jurisdictional Anomalies**

---

**WHEREAS** the Parties noted herein recognize that there currently exists a number of jurisdictional anomalies, and a potential for future anomalies; and

**WHEREAS** these anomalies may give rise to jurisdictional uncertainty and/or disputes, which can adversely affect employees and the delivery of educational services to students in District No. 61;

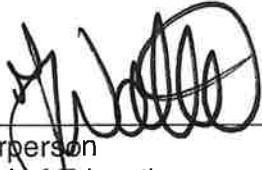
**THEREFORE** the Parties agree to the following procedure and principles in dealing with current and future jurisdictional matters:

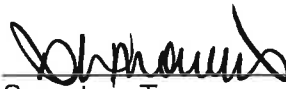
1. Where one or more of the Parties believes a jurisdictional question needs to be addressed, they shall contact the other Parties, in writing, defining the question and requesting a meeting;
2. Where there is a request for a meeting, pursuant to item 1, representatives of the Parties shall meet at their earliest convenience;
3. In making every reasonable effort to resolve the jurisdictional question(s), the Parties shall be guided by the following:
  - (a) The respective Union certifications;
  - (b) The relevant provisions of the respective collective agreements;
  - (c) The interest of the affected employees;
  - (d) The operational requirements;
  - (e) The existing duties and qualifications;
4. Where the Parties are unable to achieve a mutually agreeable resolution within thirty (30) days, or such longer period as may be agreed to by the Parties, then the matter shall be submitted to a single arbitrator named by agreement of the Parties for the sole purpose of adjudicating disputes arising under this provision.

**LETTER OF UNDERSTANDING # 1 – Continued**

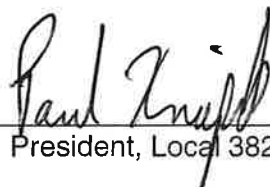
5. It is understood that, where the Parties are agreed, the question may be adjudicated based on written submission to the arbitrator, otherwise they shall conduct a hearing in the normal manner.

Dated this 4 day of June 2020

  
\_\_\_\_\_  
Chairperson  
Board of Education  
District No. 61 (Greater Victoria)

  
\_\_\_\_\_  
Secretary-Treasurer  
School District No. 61 (Greater Victoria)

  
\_\_\_\_\_  
President, Local 382

  
\_\_\_\_\_  
1<sup>st</sup> Vice President, Local 382

## **LETTER OF UNDERSTANDING #2**

between

### **BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

and

### **CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 382**

#### **Re: Work Experience Placement Agreement**

The Employer and the Union agree that the provision of work experience for secondary students or other participants of recognized training or job re-entry programs is in the best interest of the community as a whole and the individuals in particular. The purpose of this Letter of Understanding is to set in place the framework within which work experience placements shall operate.

The following terms and conditions must be met in order for a work experience placement to be acceptable:


1. For the purpose of this agreement, work experience placements are identified as follows:
  - (a) A work experience placement is designed to introduce individuals to specific work experiences and skills by placing the individual in a working environment in order that the individual can experience first hand the demands of the workplace, jobs and skills they will face when entering the work force;
  - (b) Such placement shall not exceed twenty (20) working days without mutual agreement between the parties.
2.
  - (a) Before entering into a Work Experience Placement Agreement, the Union will receive written notification of the intent to place an individual on work experience.
  - (b) The Work Experience Placement Agreement shall be signed by the Employer, the Union, the employee trainer, and the individual placement. The Union will receive a copy.
  - (c) If concerns arise which cannot be resolved by the Employer and the Union, such placement may be terminated.
3. General occupational health and safety training shall be given to an individual prior to a Work Experience placement.

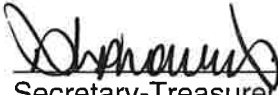
## LETTER OF UNDERSTANDING # 2 – Continued

4. Prior to the start of a placement the individual will be given an orientation by a union representative as to the role of the union in the workplace.
5. On the first day of the work experience placement the individual will be given a site specific occupational health and safety orientation before any hands on tasks are performed.
6. It is the joint responsibility of the School District and the Union to ensure that the individual has all appropriate safety equipment needed for that work site as required by Worksafe.
7. It is the responsibility of the School District and/or the Ministry of Education to provide liability insurance coverage for any individual being placed in a work experience placement.
8. The individual on a work experience placement must be supervised at all times by the employee trainer. At no time will an individual on a work experience placement be allowed to perform hands on work unsupervised by the employee trainer.
9. Where the workplace being considered for a work experience placement operates on a two (2) or three (3) shift basis, (Monday to Friday), every effort will be made to place the individual on the first (day) shift. Where this criterion cannot be met the Union must be notified in advance of any variation.
10. Wherever possible, individuals will not be placed in a work area where confidentiality of records must be maintained. Where exclusion from such area is not possible individuals must be given instruction concerning the protection of confidentiality.
11. Regular meetings between the Union and the Employer will be held to discuss the status of work experience placements.

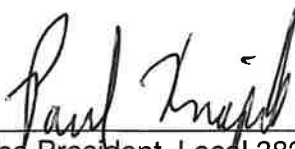
Note: Please refer to Article #39.03

Dated this 4 day of JUNE 2020

  
\_\_\_\_\_  
Chairperson  
Board of Education  
District No. 61 (Greater Victoria)

  
\_\_\_\_\_  
Secretary-Treasurer  
School District No. 61 (Greater Victoria)

  
\_\_\_\_\_  
President, Local 382

  
\_\_\_\_\_  
1<sup>st</sup> Vice President, Local 382

### LETTER OF UNDERSTANDING # 3

between

**BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 382**

**Re: (S) 54 Labour Adjustment Agreement**

---

1. To amend Article 18.05 (i) to read:

With the exception of steam plants where the hours of work shall be mutually agreed upon, the Custodian II hours of work, except for the eight (8) schools listed below which shall be as per the table below, excluding meal time, between 5:00 a.m. and 5:00 p.m.

CURRENT	SEPT 1, 2019	SEPT 1, 2020	SEPT 1, 2021
6.5 Hours	7 Hours	7.5 Hours	8 Hours

Theses schools are:

- South Park Elementary
- Craigflower Elementary
- Torquay Elementary
- Marigold Elementary
- McKenzie Elementary
- James Bay Community School
- Eagle View Elementary
- Northridge Elementary


The balance of this Article is unchanged.




**LETTER OF UNDERSTANDING # 3 - Continued**

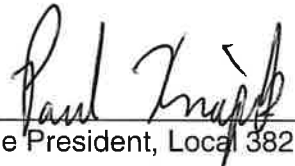
The parties further agree that the schools listed in this letter of agreement will be reviewed annually upon the completion of the annual budget process.

Dated this 4 day of JUNE 2020

  
\_\_\_\_\_  
Chairperson  
Board of Education  
District No. 61 (Greater Victoria)

  
\_\_\_\_\_  
Secretary-Treasurer  
School District No. 61 (Greater Victoria)

  
\_\_\_\_\_  
President, Local 382

  
\_\_\_\_\_  
1<sup>st</sup> Vice President, Local 382

## LETTER OF UNDERSTANDING # 4

between

**BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 382**

**Re: Asbestos Abatement Programs**

---

**WHEREAS** the parties are desirous of undertaking the District's asbestos abatement programs where economically and logistically practical.

**NOW THEREFORE** the parties are in agreement with the following particulars:

1. Premiums shall be paid as outlined in Schedule "C".

For the purposes of this agreement, Article 18.08 shall not apply.

During a shift where there is a need to wear the protective clothing, normally scheduled rest periods will be accumulated and either added to the shift lunch period or used to reduce the length of the shift.

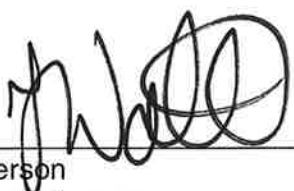
Notwithstanding the above, no premium will be paid for work activities which do not require the wearing of protective clothing or respirator;

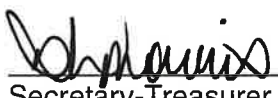
2. The Board agrees to establish an asbestos abatement pool consisting of a minimum of two (2) employees from each job classification where required. The asbestos removal handling crew shall be first assigned to such work, normal jurisdictional lines being recognized. In this regard, training opportunities shall be posted and be assigned on the basis of seniority;
3. All employees required to handle and/or remove asbestos shall be trained to Worksafe acceptable standards by a qualified instructor who is acceptable to Worksafe. Only employees so qualified shall be required to remove and/or handle asbestos. The training programs to be implemented shall be discussed with the Union, and employees shall not be considered fully trained until they can demonstrate their competency in doing the work procedures involved;
4. The Union shall be involved in the development of documented work procedures to be followed for handling and/or removal of asbestos in all situations which arise. The procedures will include safety precautions, risk level and the equipment to be utilized. Wherever practicable work procedures will be developed to be used in emergency situations, however, it is understood that emergency needs may necessitate commencement of the work without prior consultation;

#### LETTER OF UNDERSTANDING # 4 – Continued

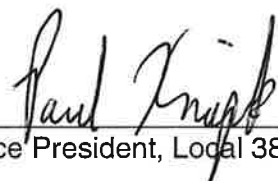
5. The Employer shall implement a Medical Surveillance Program as required by Worksafe - Industrial Health and Safety Regulations. The School Board will contract the services of an occupational health physician, when required, to conduct the Medical Surveillance Program. The time between Medical Surveillance Programs will not exceed two (2) years;
6. When the Board contracts out projects which are the subject of this agreement, the Board shall advise the Union of the circumstances necessitating that action prior to projects being tendered. Where emergency situations arise, the Board will make every attempt to notify the Union prior to contracting out, however, the Board will not be obliged to do so in these circumstances;
7. The Board reserves the right to contract out projects including those which are the subject of this agreement, in accordance with Article 39 (Contracting Out) attached to and forming part of the current collective agreement.

Dated this 4 day of JUNE. 2020

  
\_\_\_\_\_  
Chairperson  
Board of Education  
District No. 61 (Greater Victoria)

  
\_\_\_\_\_  
Secretary-Treasurer  
School District No. 61 (Greater Victoria)

  
\_\_\_\_\_  
President, Local 382

  
\_\_\_\_\_  
1<sup>st</sup> Vice President, Local 382

## **LETTER OF UNDERSTANDING # 5**

between

### **BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

and

### **CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 382**

#### **Re: Harassment – Informal Mediation Process**

---

WHEREAS the parties are desirous of establishing an Informal Mediation Process to resolve harassment complaints between members of CUPE Local 382.

AND WHERE this process is established for the sole purpose of serving members of Local 382 in their workplace relationships with each other.

#### **IT IS AGREED:**

The parties endorse a commitment to fostering and promoting an environment free of harassment and agree to cooperate in attempting to resolve conflicts. The parties recognize that harassment is a complaint-driven process initiated by an employee and, unlike a grievance; the Union does not control the complaint or its filing.

The complainant, if comfortable, may choose first to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation. The informal process may be employed at the request of the complainant and, when the supervisor, upon assessing the seriousness of the allegations, determines there is a reasonable probability of resolving the concerns, may proceed with the informal resolution process. Based on the identifiable concerns, the supervisor will consider the number of complaints, the degree of conflict among the complainant(s) and the respondent, and whether or not it is a one-time issue or a repetitive problem. In the event the informal resolution process is desirable, the following process shall be followed:

1. The Resolution Process shall be completely off the record and will not form any part of the record.
2. Only the complainant, respondent, one (1) Union Officer, and the supervisor shall be present at the meetings.
3. Should a resolution be reached between the complainant and the respondent during this informal resolution process, it shall be written up and signed by both. Only the complainant and the respondent shall have copies for the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No discipline would be imposed on the respondent.


Where a respondent has acknowledged responsibility, the supervisor may advise the respondent of the expectations of behaviour in a neutral, circumspect memo. Only the respondent shall retain a copy of the memo.

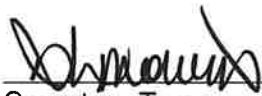
**LETTER OF UNDERSTANDING # 5 - Continued**

That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

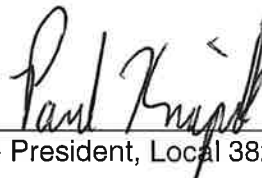
In the event that no resolution is achievable through the informal process or, if during the informal process, there are indications of the possibility of serious misconduct, the complainant is entitled to lodge a formal, written complaint.

Dated this 4 day of JUNE 2020

  
Chairperson  
Board of Education  
District No. 61 (Greater Victoria)

  
Secretary-Treasurer  
School District No. 61 (Greater Victoria)

  
President, Local 382

  
1<sup>st</sup> Vice President, Local 382

**LETTER OF UNDERSTANDING # 6**

between

**BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

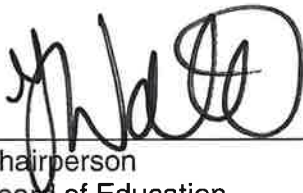
and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 382**

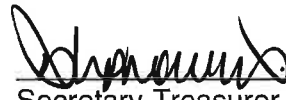
**Re: Asbestos Medical Surveillance for those employees who worked in the Asbestos  
Abatement Program**

For those employees who worked in the Asbestos Abatement Program the cost of the bi-annual surveillance test will be paid for by the District.

Dated this 4 day of JUNE 2020



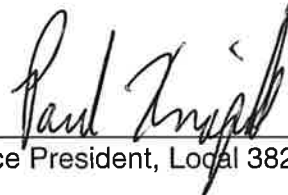
Chairperson  
Board of Education  
District No. 61 (Greater Victoria)



Secretary-Treasurer  
School District No. 61 (Greater Victoria)



President, Local 382



1<sup>st</sup> Vice President, Local 382

## LETTER OF UNDERSTANDING # 7

between

### BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)

and

### CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 382

#### Re: Service Improvement Allocation

The District will create a training fund to release members of Local 382 to attend training sessions provided or approved by the District to support improved quality of services to students, staff and community users of schools. Direct costs of the training will be covered by the fund.


The District will consult the Union on the goals of the training and the scheduling of its provision.

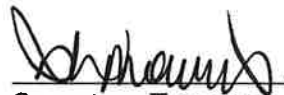
For the term of the collective agreement, the training will develop employees in the following areas:

- Respectful Workplace and Diversity of Students and Staff
- Department Relations with School Staff and Community Users
- Leadership skills to support the advancement of Employees
- Cross-training to provide opportunities for Employees in specialized positions.


The annual fund shall be \$51,539.

Dated this 4 day of JUNE 2020

  
\_\_\_\_\_  
Chairperson  
Board of Education  
District No. 61 (Greater Victoria)

  
\_\_\_\_\_  
Secretary-Treasurer  
School District No. 61 (Greater Victoria)

  
\_\_\_\_\_  
President, Local 382

  
\_\_\_\_\_  
1<sup>st</sup> Vice President, Local 382

## **APPENDIX "A"**

### **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:

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

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 \$848,724

#### 5. Safety in the Workplace

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

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

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

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

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

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

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

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

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

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

##### Structure

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

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

**Mandate:**

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

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

**Terms of Reference:**

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

**Funding:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **11. Early Care and Learning Plan**

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

#### **12. Unpaid Work**

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

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

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

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

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

#### **15. Public Education Benefits Trust**

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

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

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

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

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

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties 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 \_\_12<sup>th</sup>\_\_ day of July, 2018.

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

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

**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)	Jason Reid, SD63 Saanich
Marcey Campbell ( Local 728 - Metro)	Marcy VanKoughnett, SD20 Kootenay-Columbia
Sylvia Lindgren (Local 523 - Okanagan)	Alan Chell, BCPSEA Board of Directors
Rolanda Lavallee ( Local 2145 - North)	Ken Dawson, PSEC
Len Hanson. (Local 2298 - North)	Elisha Tran (Minute Taker)
Joanne (Jody) Welch. ( Local 401- North Island)	
Fred Schmidt (Local 382 - South Island)	
Jane Massy (Local 947 - South Island)	
Michelle Bennett ( Local 748 - Kootenays)	
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 - Kootenays)	
Rob Zver ( Local 606- North Island)	
Bruce Scott ( WVMEA)	
Tim DeVivo ( IUOE Local 963)	
Corey Thomas	
Loree Wilcox	
Corinne Iwata (minute taker)	



**Letter of Agreement ("Letter")**

**Between:**

**BC Public School Employers Association ("BCPSEA")**

**And:**

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

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

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

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

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

Original signed on \_\_\_\_\_ by

\_\_\_\_\_  
BCPSEA  
Leanne Bowes

\_\_\_\_\_  
K-12 Presidents' Council  
Warren Williams

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

**Re: Public Sector General Wage Increases**

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

This information is provided for reference only and is current as of the date of drafting.  
Please visit [www.worksafebc.com](http://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=ss&returnurl=https%3A%2F%2Fwww.worksafebc.com%2Fen%2Fsearch%23q%3Dunsafe%2520work%20on%3Drefusancy%201%3Alanguage-facet%3D%5BEnglish%5D>

**Note:** WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.

### Worker Rights and Responsibilities:

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

#### Your rights

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

#### Your responsibilities

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

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

## Employer Responsibilities:

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

### Your responsibilities

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

## Supervisor Responsibilities:

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

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

### Your responsibilities

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

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