



This Agreement made this first day of **July 2022**.

**BETWEEN:**

**BOARD OF EDUCATION, SCHOOL DISTRICT NO. 35  
(LANGLEY)  
(Hereinafter called the "Employer")**

**PARTY OF THE FIRST PART.**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1851  
(Hereinafter called the "Union")**

**PARTY OF THE SECOND PART.**

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## ARTICLE 1 - PREAMBLE

We respectfully acknowledge that we work on the traditional, ancestral and unceded territories of the Matsqui, Kwantlen, Katzie and Semiahmoo First Nations.

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

- a. To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
- b. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c. To encourage efficiency in operation.
- d. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

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

NOW, THEREFORE, the parties agree as follows:

## ARTICLE 2 - DEFINITIONS

- a. "Employee" shall mean a person who is an "Employee" as defined in the Labour Relations Code as designated on the Certificate issued November 6, 1952 and varied May 8, 1981, save and except:

**Assistant Director, Facilities, Transportation & Capital Projects**

Assistant Manager, Purchasing & Supply Solutions

Budget Officer, ISP

Community School Coordinator

Coordinator-Apex Program

**Data Analyst and Student Information Planner**

Data Management Coordinator

Director, Energy and Environment

Director, Facilities

Director, Finance

**Director, Human Resources**

Director, Information Systems & Technology Director – ISP

Director, Learning Support Services

Enterprise Software Engineer

Enterprise System Administrator

Executive Assistant to Assistant Superintendent

Executive Assistant to Assistant  
 Superintendent of Human Resources  
**Executive Assistant, Learning Support Services**  
 Executive Assistant to the Secretary Treasurer  
 Executive Assistant to the Superintendent of Schools  
 Executive Director, Langley School District Foundation  
 Homestay Coordinator, ISP  
 Homestay Officer, ISP  
 Human Resources Officer, Health & Wellness  
 Human Resources Officer  
 IT Supervisor, Infrastructure & Security  
 Manager, Accounting and Reporting  
 Manager, Building Trades  
 Manager, Capital and Financial Planning  
 Manager, Capital Projects  
 Manager, Communications  
 Manager, Facilities – Information and Security  
 Manager, Facilities Services  
**Manager, Health & Wellness**  
 Manager, Human Resources  
 Manager, Mechanical Systems  
 Manager, Occupational Health & Safety  
 Manager, Payroll, Benefits and Personnel  
 Manager-Purchasing & Logistics  
 Manager, SWIS Program  
 Manager, Technical Services  
 Manager, Transportation and Grounds  
 Planning and Financial Control Officer  
**Schools Accountant**  
**Senior Manager, Human Resources**  
 Supervisor, Facilities Services  
 Supervisor, Transportation

and those excluded by the Labour Relations Board

- b. "Probationary Employees" shall mean a person serving an initial trial period of forty-five (45) days of work, from date of hire, to determine suitability for employment as a "Regular Employee".
- c. "Regular Employee" shall mean an employee, full or part-time, who has successfully completed the probationary period and who is employed on a regular basis.
- d. "Regular and Probationary Employees" shall be entitled to all benefits as provided by the Collective Agreement, from initial date of hire.

- e. i. "Substitute Employees" are those persons other than probationary, regular or regular part-time employees:
- not having been appointed to posted positions but required to cover day-to-day casual employment at the rate of pay applicable to the position, for those employees absent due to sickness or authorized leave of absence or vacation.
  - who are employed on a time duration basis to augment the regular staff, or,
  - who are employed on a time duration basis on a special project of limited duration not exceeding ten calendar months, unless this time period is extended by mutual consent of both parties in writing.

Substitute employees shall pay Union dues in any month in which more than three shifts are worked.

- ii. Substitute employees are not entitled to employee benefits but shall be paid an additional twelve (12) percent over and above their rate in lieu of benefits including vacation pay and statutory holiday pay as outlined in Article 9(f).
- iii. Substitute employees assigned to a temporary position where it is known at the start of the work that the work will continue beyond three (3) calendar months shall have the option of electing to receive employee benefits for the duration of the assignment in lieu of the twelve (12) percent referred to in (ii.) above. This option shall be available at the start of the assignment and once elected shall apply for the duration of the assignment.
- f. "Time Duration Employees" are defined as employees hired to cover illness, leaves of absence, special projects or to augment the regular staff for periods of three (3) months or longer but not to exceed ten (10) months without the consent of the Union.
- g. "Early Retirement" shall mean the first (1st) day of any month following completion of **ten (10)** years of continuous service and the attainment of age fifty-five (55) with the consent of the Employer. The Employer shall not withhold consent unreasonably.
- h. "Normal Retirement" shall mean the first (1<sup>st</sup>) day of the month following attainment of age sixty-five (65) or any subsequent month.

Employees having completed twenty (20) years of continuous service and attainment of age sixty (60) may elect a normal retirement as of the first day of any subsequent month.

- i. "Spouse"

Spouse is defined as a person **who is legally married to the employee, or who has resided continuously with the employee for a period of twelve (12) months in a marriage-like or common-law relationship.**

This definition shall apply to the following sections of this Agreement:

- Article 17(e) - Bereavement Leave
- Article 17(h) - Maternity/Adoption Leave
- Article 17(i) - Parental Leave
- Article 17(k) - Adoption Leave
- Article 17(l) - Paternity Leave
- Article 17(m) - Supplementary Family Illness Leave
- Article 20(b) - Health Insurance Benefits

### **ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

#### **a. Bargaining Agent**

The Employer recognizes the Canadian Union of Public Employees, Local 1851 as the sole and exclusive collective bargaining agent for all employees and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

#### **b. Work of the Bargaining Unit**

Persons whose positions are not in the bargaining unit shall not work in any positions which are included in the bargaining unit, except for the purposes of instruction, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

#### **c. No Other Agreement**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or the Employer's representative which may conflict with the terms of this Collective Agreement.

#### **d. Representative of the Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

The Union recognizes that it is the function of the Employer, to exercise the regular and customary function of management and to direct the working forces of the Employer, (provided

that this will not be used for the purpose of discrimination against employees and subject to the terms of this Agreement). The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure. For the satisfactory and more efficient operation of the Employer's business, the parties to this Agreement recognize the following departments: Custodial, Maintenance, Transportation, Information Systems and Stores-Warehouse. Additional departments may be added as needed.

## **ARTICLE 5 - UNION SECURITY**

- a. Acceptance of employment by an applicant shall constitute acceptance by that applicant of all terms and conditions of this Collective Agreement.
- b. The Employer agrees to notify the Union, in writing within five (5) working days, when an employee covered by this Agreement, is hired, promoted, demoted, transferred, laid-off, recalled, resigns, retires, is suspended, or is terminated.
- c. On the date of hire, employees shall be required to sign the recognized Union forms for membership application and dues deduction.
- d. All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing of the Union.
- e. Access to Information

The Employer agrees to provide to the Union, within a reasonable period of time of the request, the following information:

- i. Financial information provided to the public, including annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks, and statements of final determinations as are available to the public.
  - ii. Employee information including listings of employees, showing their names, addresses, phone numbers (exclusive of those that are unlisted) and location of assignment.
  - iii. Agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.
- f. Orientation for New Employees

The Employer shall provide time for the new employee(s) and a Union Representative to acquaint employee(s) with the rights and responsibilities set out in the Collective Agreement at the end of the new employee(s)' orientation session.

The Employer shall provide **forty-eight (48) hours'** notice of all upcoming new employee orientation sessions to the union. Release time for the Union Representative will be paid for by the Union. **The employer will endeavor to group new hires together on a bi-weekly basis (as relevant) for union orientation.**

The Employer shall provide a digital copy of the current collective agreement or a hard copy if requested by the new employee.

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or By-laws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employee such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the tenth (10<sup>th</sup>) day of the following month. If the remittance cannot be made by the tenth (10<sup>th</sup>) the Union Treasurer will be notified.

## **ARTICLE 7 - LABOUR MANAGEMENT RELATIONS**

### **a. Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

### **b. Labour/Management Meetings**

A Labour/Management Committee shall be appointed and consist of not more than three (3) representatives of the Employer, as appointees of the Employer, and not more than three (3) members of the Union, as appointees of the Union, supplemented from time to time by a resource person as required with prior notification to the other party. The Union will advise the Employer of the Union nominees to the Committee.

### **c. Function of Labour/Management Committee**

All matters of mutual concern pertaining to performance of work, operational problems, hours of work and other working conditions shall be referred to the Labour/Management Committee for discussion and recommendation for settlement. The Labour/Management Committee cannot change any article of the present Collective Agreement but may recommend a Letter of Understanding to the parties. The Parties agree to exchange any information relating to the matter under discussion for promoting cooperative resolution of

workplace issues, fostering the development of work related skills and for promoting workplace productivity provided always that such information is not confidential, and either party has the legal right to disseminate same.

**d. Jurisdiction of Labour/Management Committee**

The Joint Committee shall not have jurisdiction over any matter of collective bargaining, including the administration of this Collective Agreement.

The Joint Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Joint Committee shall have the power to make recommendations to the Union and the Employer with the respect to its discussions and conclusions.

**e. Meeting of Labour/Management Committee**

Prior to June, the District shall provide the Union with a mutually agreed schedule of meetings for the following school year with representatives of the District Leadership Team and the Union Executive to discuss issues arising in the School District.

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held no later than six (6) calendar days after the request has been given. Should it become necessary such specified time may be extended by mutual consent of the parties.

**f. Chairman of Committee**

A representative of the Employer and a representative of the Union shall be designated as Joint Chairpersons and they shall alternate in presiding over meetings.

**g. Time Off for Meeting**

Any representative of the Union on any Joint Committee, who is in the employ of the Employer, shall have the privilege to attend Committee meetings held within working hours without loss of remuneration, provided however, that the scheduling of meeting dates shall be mutually agreed upon.

The Local president or designate shall have the privilege to attend Board meetings held within their normal working hours without loss of remuneration.

## **ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION**

Should any difference arise between the persons bound by this Collective Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing dismissal or suspension of any employee bound by this Collective Agreement, and including any question as to whether any matter is arbitrable, there should be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner:

### **Step One**

The grievance shall be submitted in writing to the Manager or Director concerned, **Senior Manager, and Manager Human Resources, with a copy to the Secretary Treasurer,**

**Superintendent of Schools, Deputy Superintendent of Schools, and Director HR** within ten (10) working days of the parties becoming reasonably aware of the alleged violation(s) and shall state that the matter is a Grievance in accordance with this Article. Up to two (2) Union representatives shall be granted leave with pay to attend a **Step One** meeting with the employer, **which shall occur within seven (7) working days of submission of the grievance. The Employer will provide a written response to the Union within seven (7) working days of this meeting.**

### **Step Two**

If the matter is not settled, **then within seven (7) working days of receipt of the Employer's response, the Union shall refer the grievance, in writing, to the Manager or Director concerned, Senior Manager, and Manager Human Resources, with a copy to the Secretary Treasurer, Superintendent of Schools, Deputy Superintendent of Schools, and Director HR.** Up to two (2) Union representatives shall be granted leave with pay to attend a **Step Two** meeting with the employer.

### **Step Three**

If the matter is not settled, **then within ten (10) working days of receipt of the Employer's response, the Union shall refer the grievance in writing to the Manager or Director concerned, Senior Manager, and Manager Human Resources, with a copy to the Secretary Treasurer, Superintendent of Schools, Deputy Superintendent of Schools, and Director HR.** Up to three (3) union representatives shall be granted leave with pay to attend step three meetings with the employer, **which shall occur within seven (7) working days of advancement to Step 3.**

Failing settlement within **the above-noted timelines** the matter shall within a further fourteen (14) working days by mutual written agreement be referred to (a), **Expedited Arbitration** or shall be referred in writing to (b) **Arbitration.**

**Extensions to any timelines noted within this Article may be implemented by written mutual agreement or as alleviated by an Arbitrator.**

The cost of any substitute staff will be paid equally by the Employer and the Union for grievance meetings.

**a. Expedited Arbitration**

- i. All presentations are to be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentation.
- ii. Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 105 of the Labour Relations Code.
- iii. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- iv. The decision of the arbitrator is to be mailed to the Parties within ten (10) working days of the hearing. The decision shall include a brief written explanation of the basis for the conclusion.
- v. All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.
- vi. All settlement of proposed expedited arbitration cases made prior to the hearing shall be without prejudice and shall not be referred to by either Party in any subsequent proceedings.
- vii. The Parties shall equally share the costs of the fees and expenses of the expedited arbitrator.
- viii. The expedited arbitrators who shall act as sole arbitrators, will be by mutual agreement of the Parties.
- ix. It is understood that the Parties shall not appeal a decision of an expedited arbitrator. A decision of an expedited arbitrator is final and binding on the Parties.
- x. The expedited arbitrator will ensure a fair hearing and ensure that all necessary parts and considerations are brought forward by the representatives of the Parties.
- xi. If the expedited arbitrator or the Parties mutually conclude at the hearing that the issues indicate a complexity or significance not previously apparent so as to require further consideration by the Parties, the case shall be referred back to the Parties for reconsideration and the regular arbitration process.

- xii. The expedited arbitrator shall have the same powers and authority as an Arbitration Board established under Section (f) of this Article.

**b. Arbitration**

- i. The Parties may choose to have grievances heard by either a single arbitrator or an Arbitration Board.
- ii. If the Parties choose to proceed with an Arbitration Board, then either Party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other Party shall within five (5) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other Party. Such representatives shall endeavour to select a third member who shall be Chairman. Should the representatives fail to select such third member within five (5) days from the appointment of the last representative, either Party may request the Minister of Labour of the Province of British Columbia appoint a Chairman. The expenses and compensation of the representatives selected by the Parties shall be borne by the respective Parties. The expenses and compensation of the Chairman shall be shared equally between the Parties.
- c. Within fourteen (14) days following the establishment of the Arbitration Board, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement.
- d. In the event the Arbitration Board finds that an employee has been dismissed or suspended for other than proper cause, the Arbitration Board may direct the Employer to reinstate the employee without loss of seniority, and pay to the employee a sum equal to his/her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Arbitration Board is fair and reasonable, or to make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.
- e. Wherever a stipulated time is mentioned in this Article, the said time may be extended by mutual written consent of the Parties.

**ARTICLE 9 - SENIORITY**

**a. Seniority Defined**

Seniority shall operate on a bargaining unit wide basis, commensurate with the employees' original date of hire.

**b. Seniority List**

The Employer shall maintain a seniority list showing the commencement date of each employee's service. An up-to-date seniority list shall be sent to the Union quarterly, including one to each school, to be posted by the custodian in their work area when received. The list shall reflect accumulated service up to the end of the previous month and be available in January, April, July and October each year.

**c. Probationary Employees**

Newly hired employees shall be considered on a probationary basis for a period of forty-five (45) days of work from date of hiring. The employment of such employees may be terminated at any time during the probationary period **for any reason except that probationary employees shall not be terminated for arbitrary or discriminatory reasons.** After completion of the probationary period, seniority shall be effective from the original date of employment.

**d. Loss of Seniority**

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- i. They are discharged for just cause and are not reinstated,
- ii. They resign,
- iii. They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address and phone number, and/or message number,
- iv. They are laid off for a period longer than one (1) year.

**e. Transfers Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit, within the District, without their consent.

**Exclusively for transfers outside of the bargaining unit, employees will retain seniority for a period of 1 month longer than probationary period for the position the worker has transferred into.**

**Dues will continue to be deducted based on the worker's most recent position held in the bargaining unit. Remittance of dues is required so long as seniority is**

**retained, this includes that period in which seniority is retained, but no longer accumulating.**

**f. Substitute Employees**

A substitute employee who has completed a probationary period of 45 working days or 360 hours shall have seniority effective from the original date of hire.

A probationary substitute employee shall be paid at the regular rate for the position plus 4% vacation pay. Upon successful completion of the probationary period, the substitute employee will receive their regular rate of pay plus 12% in lieu of benefits including vacation and statutory holiday pay.

Substitute employees will be called out in order of seniority. The Union and the Board agree that the call out of probationary substitute employees will be accommodated to allow assignments in blocks of time for the purpose of evaluation.

Should no work be available for substitute employees no layoff notice is required.

**ARTICLE 10 - ADVERSE REPORTS**

**a. Adverse Reports**

Wherever the work conduct or the work standard of an employee is of such a nature to warrant disciplinary action, a warning of disciplinary action or adverse report, the Board shall notify the employee of its dissatisfaction in writing within five (5) days with a copy to the Union. The employee's written reply, if any, shall become part of his record. An adverse report of an employee shall not be used against the employee after twelve (12) months following a suspension or disciplinary action providing that no further disciplinary action has been recorded during this period. Providing that no further disciplinary action has been recorded in this period the adverse report shall be removed from the employee's file after eighteen (18) months **and notification of the removal shall be provided to the employee.**

**Non disciplinary Letters of Expectations provided to employees will also be copied to the Union.**

**b. Access to Personnel File**

An employee shall have the right to have access to and review their personnel file, with their immediate supervisor, and/or the Human Resources Officer and a Union representative of their choice, and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record.

Employees wishing access must submit a request to the Human Resources Officer during normal working hours. Such appointment shall be granted within two (2) days of the request. The Human Resources Officer shall grant access on presentation of appropriate identification.

**c. Right to Representation**

An employee shall have the right to be accompanied by a representative of the Union at a meeting between that employee and a school-based Administrative Officer or that employee's immediate Supervisor if:

- i. the meeting is discipline related; or,
- ii. the employee, Administrative Officer or immediate Supervisor, or a representative of the Union has reasonable cause to believe a member of the Union should be present.

An employee shall have the right to be accompanied by a representative of the Union at a meeting between that employee and any Employer representative not referred to above.

**ARTICLE 11 – POSTING AND FILLING VACANT POSITIONS**

**a. Job Postings**

- i. When a vacancy occurs or a new position is created, the Employer shall notify the Union in writing, and post a notice of such vacancy or new position on the Employer's website within seven (7) days, unless a reasonable explanation is supplied to the Union, in order that all employees will know about the vacancy or new position to be able to make written application for same. Such posting shall be for a period of seven (7) days. **Employees who meet all the required qualifications, skills, knowledge, and abilities shall have preference over external candidates in postings.** Appointments from within the bargaining unit shall be made within four (4) weeks of posting.
- ii. Should the criteria for a vacancy as posted be amended, the original notice shall be cancelled and a new notice posted.
- iii. Applicants will respond within forty-eight (48) hours of being contacted about a posting they have applied for. If a response is not received within forty-eight (48) hours, the applicant forfeits their right to the posting and the Employer will contact the next applicant unless the applicant has notified the Employer in advance of the posting closing date that they require an extension to respond and providing there is good and sufficient cause.

Applicants and the Union shall be notified of the successful applicant's name within five (5) days of the Board's decision.

iv. Applicants must provide all relevant information with their application.

**b. Information in Postings**

Such notice shall contain the following information: date of issue, nature of position, qualifications, required knowledge and education, skills, shift, hours of work, location, wage or salary rate or range and that the position is open to all applicants.

A copy of all current Job Descriptions will be available on the District website.

**c. Promotions, Transfers, and Filling Vacancies**

That in making promotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration and where two or more employees are qualified to fill the position, seniority with the Employer shall be the determining factor.

**d. Temporary Vacancy**

Temporary vacancies of less than three (3) months shall first be filled by persons within that school or site who possess the required knowledge, abilities and skills for the position as outlined within the class specification. Where two or more employees are qualified to fill the position, seniority shall be the determining factor. A substitute shall fill the resulting vacancy.

Temporary vacancies of three months or longer shall be posted as per Article 11[c]. The resulting vacancy shall be filled first by the persons within that school or site who possess the required knowledge, abilities and skills for the position as outlined within the class specification. Where two or more employees are qualified to fill the position, seniority shall be the determining factor. A substitute employee shall fill the resulting vacancy.

Where a regular employee in a continuing assignment is the successful candidate to fill a posting of a temporary vacancy, a substitute employee shall fill the resulting vacancy.

At the completion of the term assignments, employees will return to their original posted positions.

If an extension to a temporary vacancy is required the employee will be given the first option to continue in the temporary vacancy or go back to their original posting.

**e. Trial Period**

- i. The successful applicant, who is assigned or has posted to another position at a higher rate of pay or different job classification, shall be placed on trial for a period of thirty (30) days of work. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) days of work. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds they are unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and previous wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and previous wage or salary. The thirty (30) working day trial period may be extended by mutual agreement of the Employer and the Union.
- ii. Employees shall receive a copy of their trial period report.
- iii. Class specifications shall be issued to employees upon promotion or transfer to a position having a different class specification.

**f. Lateral Transfer**

Employees posting into a lateral transfer shall retain the right to return to their former position within **five (5) working days**.

**ARTICLE 12 - LAYOFFS AND RECALLS**

**a. Layoff**

In the event of a layoff, employees shall be laid off in the reverse order of their seniority. An employee served layoff notice shall be given the opportunity to displace an employee with less accumulated seniority in the same or lower classification provided the employee has the necessary qualification and ability. The employee shall also be given the opportunity to apply for any higher classifications which are occupied by an employee with lesser accumulated seniority. Once an application has been received, the Employer shall interview the employee to evaluate the employee's ability and qualifications for the position as compared to the incumbents. The required knowledge, ability and skills for the position shall be the primary consideration and where both employees are qualified to fill the position, seniority with the employee shall be the determining factor.

For the purpose of this Article, a layoff shall, at the employee's option, also be deemed to occur when the hours of work of an employee working a minimum of fifteen (15) hours per week are reduced by twenty (20) percent or five (5) or more hours per week, whichever is less. This will also include the total cumulative reduction of hours per week to an individual employee's position at one location over the previous five (5) years.

An employee who wishes to displace an employee with less accumulated seniority should notify the Employer as soon as possible and, in any event, must notify the Employer within seven (7) days of receipt of layoff notice.

Employees who have not successfully bumped into a position within three (3) months of notification, shall be allowed to revise and update their original list of choices.

**b. Layoff Notice**

The Employer shall notify regular employees with less than six (6) years of continuous service ten (10) working days prior to the date layoff is to be effective. An employee with six (6) or more years of service shall receive twenty (20) working days notice prior to the date layoff is to be effective. If the employee to be laid off has not had the opportunity to work ten (10) or twenty (20) full days after notice of layoff, the employee shall be paid in lieu of work that portion of ten (10) or twenty (20) days during which work was not made available. For the purpose of this section when weather conditions, or emergency situations make regular work impractical or impossible the provisions of this section shall be set aside.

**c. Recall from Layoff**

Employees shall be recalled in order of their seniority, where work becomes available, provided they have the ability and qualifications to perform such work.

No new employee shall be hired until those laid off have been given an opportunity of re-employment.

**d. Severance Pay**

- i. A regular employee who has one or more years of seniority and who is laid off under this Article may elect either to receive severance pay or to have **their** name placed on a recall list for a period of up to one year. The employee may elect to receive severance pay at any time during the first year following notification of layoff.
- ii. An employee on temporary layoff and not recalled before loss of recall rights in accordance with Article 9, Section d(iv), shall automatically be paid severance pay within one (1) week of loss of recall rights.
- iii. Severance pay shall be calculated at the rate of five (5) percent of one year's salary for each year of full-time equivalent seniority, or portion thereof, to a maximum of one (1) year's salary. Salary shall be based on the current calendar year's annual salary at time of layoff. Annual salary is defined as the amount the employee earned to the layoff date and the amount which would have been earned had the employee remained in the position occupied at the time of layoff, based upon the straight time hourly rate, weekly hours of work and number of weeks worked per year.

- iv. An employee who chooses not to exercise bumping rights, where such bumping rights are available, shall be deemed to have voluntarily terminated his/her employment. This shall not affect an employee's right to receive sick leave payout if the employee otherwise meets all requirements of Article 16 (h) of this Agreement. Should the original position from which this employee is forced to bump become vacant, that employee shall be given first opportunity to fill that position.
- v. It is not the intent of this Article that school term employees will be entitled to receive severance pay as a result of normal school closures.
- vi. An employee who has received severance pay and is subsequently rehired by the Board shall retain any payment under the terms of this Article, but the calculation for future years of service shall commence with the date of rehiring.
- vii. An employee who accepts severance pay under this Article shall have no further right to recall of employment.

## **ARTICLE 13 - HOURS OF WORK**

### **a. Hours of Work Defined**

- i. The standard working day shall consist of eight (8) hours. The work day for Maintenance employees shall be completed eight and one-half (8 1/2) hours of commencing same.
- ii. The standard working week shall consist of five (5) shifts of eight (8) hours each.
- iii. Each employee shall have two (2) days off each calendar week. Such days off shall be scheduled consecutively and may be in consecutive weeks. Such days off shall be considered as the employee's Saturday and Sunday.
- iv. The days shall commence at 12:01 a.m. and end at 12:00 midnight the same day.
- v. The week shall commence at 12:01 a.m. Saturday and end the following Friday night at 12 midnight.
- vi. A shift, commencing on one day and extending into the next day, shall be considered work performed on the day the shift commenced.
- vii. In the event of staggered class timetables, night school classes and extra-curricular activities, etc., it is agreed that the matter of extra hours of work and additional compensation for the Custodian will be discussed as per Article 13, Subsection (b).

- viii. Employees working an afternoon or graveyard shift, shall be allowed one-half (1/2) hour lunch period during their working shift for which there shall be no deduction from wages. On graveyard shift 12:01 a.m. to 7:30 a.m. an employee would work a seven (7) hour shift and be paid for eight (8) hours.
- ix. Employees shall be paid a shift differential of 5% of the regular hourly rate for each hour of the entire shift if any hours of the shift fall between twelve (12) midnight and seven (7) a.m.
- x. Employees working an eight (8) hour shift shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift.
- xi. It shall be the duty of all employees to report for work on each and every working day at the prescribed hours. Failure of employees to comply with the provisions of this clause, without proper cause, will result in disciplinary action by the Board, provided, however, that where an employee is unable to report to work because of sickness, they will arrange to notify their immediate Supervisor or some other official of the Board by telephone prior to the commencement of the working day, or as soon as possible thereafter.
- xii. Employees returning to work after an absence for any reason, shall notify their Supervisor of their intentions not less than six (6) hours prior to the commencement of their regular shift. Failure to comply with the provisions of this clause where a substitute has been hired to temporarily replace the absent employee, may result in the substitute completing the shift and the regular employee waiting until the next regular shift before commencing work.
- xiii. Employees who fail to comply with the provisions of clause (xii) shall lose their pay for the day or days they do not work.
- xiv. It is agreed that during Summer vacation, Christmas, and Spring school break, all employees employed will be on a regular day shift, except in those schools where educational programs occur during these periods or in District offices where a day shift is impractical (e.g. School Board Office and Maintenance).

**b. Overtime**

All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered as overtime and shall be paid for at two (2) times the regular hourly rate of pay. Overtime shall be worked on voluntary basis.

Employees shall have the option to take overtime in dollars or in time off at the appropriate overtime rate. The present practice for arranging when the time off is to be taken will continue. Any overtime to be taken as time off will be paid out if not taken or

scheduled as time off by May 31st of the school year in which it is earned. If the scheduled overtime has not been taken by May 31st of the following year, it will be paid out by June 30th of that school year.

All "overtime" must have prior authorization from an official of the Employer before being worked, except in the case of an emergency resulting from inclement weather or other cause. In such cases, the employee shall use their best judgment for the protection of school board property. In such instances, overtime must be reported, at the earliest opportunity, to the employee's immediate Supervisor/Administrative Officer, Director, Facilities Services or the Secretary-Treasurer for approval.

**c. Minimum Working Hours**

Where an employee reports for work and no work is available, such employee shall be paid for a minimum of two (2) hours unless the employee is unfit to perform the employee's duties, or the employee has failed to comply with WorkSafeBC requirements.

In the event the employee commences work, a minimum of four (4) hours shall be paid unless the employee's work is suspended because of reasons completely beyond the control of the Employer, in which case the employee shall be paid for a minimum of two (2) hours.

**d. Call Out**

A call-out shall mean a request by the Employer to an employee to work any time outside such employee's regularly scheduled working hours and shall receive a minimum of two (2) hours pay at the prevailing overtime rates.

Employees notified prior to the end of their shift to report for work outside the regular shift the following day shall not constitute a call out; however, for that day the employee will be paid eight (8) hours pay for seven (7) hours worked. Any hours worked that day beyond seven (7) will be paid at two (2) times the regular hourly rate of pay.

**e. Overtime and Call Out Equalization**

Overtime and callout opportunities shall be offered, within departments or schools, equally among employees who are qualified and willing to perform the work that is available. These provisions shall be applied on a school year basis.

**ARTICLE 14 - STATUTORY HOLIDAYS**

**a. Statutory Holiday Entitlement**

All employees shall have the following Statutory Holidays off with pay at the employee's regular rate of pay:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
British Columbia Day

Labour Day  
**National Day for Truth and Reconciliation**  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and any other school day proclaimed a holiday by the Federal, Provincial or Municipal Governments.

In the event that the provincial government declares Truth and Reconciliation Day as a different day than the federal government, the parties agree that only the provincial holiday will be observed.

For the purpose of this Section, all new employees hired by the Employer shall have worked for the Employer at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to their Statutory Holiday.

Employees shall receive time off with pay for one-half (1/2) day before Christmas Day and **one-half (1/2) day before New Year's Day**, starting at twelve (12) noon in each instance, only when Christmas Day and New Year's Day fall on Tuesday through Saturday, provided the employee is scheduled to work on these days. **Employees may choose to combine the one-half (1/2) day before Christmas and the one-half (1/2) day before New Year's Day and elect to take one day off with pay during the district winter break.**

**Requests to combine days, and selection of which day, must be submitted to the employee's manager by December 1<sup>st</sup> to allow operational planning. Requests shall not be unreasonably denied.**

**b. Statutory Holidays While Laid Off**

Employees laid off from work shall only be entitled to Statutory Holiday pay if the Statutory Holiday occurs during the first ten (10) working days of the layoff or occurs within the last ten (10) working days prior to their return to work.

**c. Statutory Holidays While School In Session**

An employee will be granted an alternate day off in lieu of a Statutory Holiday which falls on a day on which school is in session. This alternate day will be granted during the Christmas break. Any employee entitled to the alternate day who cannot be given the alternate day off will be paid for the day involved.

**d. Statutory Holidays on Day Off**

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the Employer and the employee.

**e. Hours Worked on a Statutory Holiday**

All employees who are required to report for work on a Statutory Holiday shall be paid for the hours worked, with a minimum of two (2) hours pay at two (2) times their regular wage rate, for each time the employee is called out, in addition to any compensation that they are entitled to for the Statutory Holiday.

**ARTICLE 15 - ANNUAL VACATIONS**

All employees covered by this Agreement shall receive an annual vacation with pay, on the following basis:

**a. Vacation Year**

For the purpose of this section, the calendar year shall end with the last pay period ending in June of each year and a new calendar year shall commence the following day. Employees will not receive a separate vacation cheque but will receive pay on a continuous basis on their regular pay day.

**b. Vacation Entitlement**

i. An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

Employees anticipating a requirement for an extension to their total vacation entitlement, due to exceptional circumstances, in the next vacation year are entitled to carry over two (2) weeks of their current vacation entitlement. This carry-over should be applied for at the same time as the request for annual vacation and must be taken in the next vacation year. Any changes to the carryover entitlement shall be subject to the approval of the supervisor. The value of the carried week will be pegged to the prevailing contract at the time the week of vacation is taken.

ii. An employee's vacation entitlement will be in accordance with Article 15 (iii-viii) except where an employee has taken a leave of absence without pay of three months or longer. Employees who have taken a leave of absence totaling three (3) months or longer will have their vacation entitlement pro-rated in accordance with the length of their leave.

- iii. Employees, during the first (1<sup>st</sup>) calendar year of service, shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay or four (4) percent of the employee's annual gross earnings, whichever is greater.

Employees who have been continuously employed for less than a twelve month period but are on the payroll as of the last pay period ending in June, shall be considered to have completed their first calendar year of service.

- iv. Employees, during their second (2<sup>nd</sup>) year of continuous service, shall earn fifteen (15) working days annual vacation at their regular rate of pay or six (6) percent of their annual gross earnings, whichever is greater.
- v. Employees, during their seventh (7<sup>th</sup>) year of continuous service, shall earn twenty (20) working days annual vacation at their regular rate of pay or eight (8) percent of their annual gross earning, whichever is greater.
- vi. Employees, during their fifteenth (15<sup>th</sup>) year of continuous service, shall earn twenty-five (25) working days annual vacation at their regular rate of pay or ten (10) percent of their annual gross earnings, whichever is greater.
- vii. Employees, during their twenty-first (21<sup>st</sup>) year of continuous service, shall earn thirty (30) working days annual vacation at their regular rate of pay or twelve (12) percent of their annual gross earnings, whichever is greater.
- viii. Employees who have completed ten (10) years of continuous service shall be entitled to a one time only supplementary entitlement of five (5) days vacation to be taken within the next five (5) year period.

Employees who have completed twenty (20) years of continuous service shall be entitled to a further one time only supplementary entitlement of five (5) days vacation to be taken within the next five (5) year period.

The supplementary vacation entitlement upon completion of ten (10) years continuous service is excluded from the five (5) week entitlement referred to in (e) Vacation Preference of this Article.

**c. Added Vacation**

Where an employee becomes eligible for added vacation in any year, the employee shall be entitled to such added vacation at the time of taking their annual vacation.

**d. Vacation Schedule**

On or before April 30th of each calendar year, employees shall submit their requests for annual vacation on forms provided by the Employer, and on or before May 31<sup>st</sup> of the same calendar year, the Employer shall approve the scheduling of annual vacations for employees.

Where an employee has made arrangements for annual vacation which has been approved by the Employer and subsequently such employee is required by the Employer, due to emergent conditions, to change such vacation period, then the employee at the employee's discretion shall be granted one (1) additional week of vacation or vacation pay in addition to the employee's regular entitlement. The employee will also be reimbursed for any cancellation costs which are not covered by insurance, provided that the Employer was advised of these costs prior to confirming the requirement that the employee work and actual cancellation of the vacation plans.

**e. Vacation Preference**

Where two (2) or more employees request the same vacation dates which conflict, and provided that they have submitted their vacation request in accordance with Article 15 (d) - Vacation Schedule, seniority shall govern. Requests not submitted in accordance with Article 15 (d) will be given preference in the order received.

Employees with vacation entitlement of **four (4) weeks** or more shall be allowed to take up to two (2) weeks vacation anytime during the year, provided that the arrangements are confirmed to the Supervisor at least **forty-five (45) days** in advance or by mutual consent with less notice. **Vacation requests in excess of two (2) weeks may be granted.**

**f. Statutory Holiday During Vacation**

When a Statutory Holiday falls or is observed during an employee's annual vacation period, they shall be granted an additional days' vacation for each Statutory Holiday in addition to their regular vacation time.

**g. Sick Leave/Bereavement During Vacation**

Where an employee qualifies for sick leave or bereavement leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence, provided notice is given to the Employer as soon as the need arises. If practical, the period of vacation so displaced shall be added to and taken as a continuation of the vacation period or taken at an alternate time with the approval of the supervisor. To benefit from the provisions of this clause, an employee shall provide a doctor's certificate attesting to the sickness and that the individual was examined during the period in question, or a copy of the obituary notice/funeral bulletin.

## **ARTICLE 16 - SICK LEAVE PROVISIONS**

### **a. Sick Leave Defined**

Sick leave means the period of time an employee is entitled to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act. Where an employee is involved in an accident, other than an accident covered by the Workers' Compensation Act as referred to above, and as a result is paid sick leave during absence from work, any compensation recovered from an insurer or court award shall be repaid by the employee to the Employer for the sole purpose of reinstating any sick leave used in relation to the accident.

### **b. Sick Leave Accumulation**

All employees, upon completion of the probationary period, shall be granted one and one-half (1 1/2) days' sick leave with pay for every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave for their future benefits.

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, they shall not receive sick leave credit for the period of such absence but shall retain their cumulative credit.

### **c. Sick Leave Advance**

An employee with more than one (1) year of service who has exhausted the employee's sick leave credits shall be allowed to draw upon an advance of a maximum of eighteen (18) days sick leave provided that there is medical certification of a reasonable expectation of the employee's return to work in the near future. This sick leave advance shall be repaid by the employee upon the employee's return to duty through the employee's normal monthly accumulation. If an employee is able to return to work and then either resigns or is terminated for just cause before the advance is repaid, the individual shall be responsible for repaying the remainder of the advance.

### **d. Sick Leave Deductions**

A deduction shall be made from accumulated sick leave of all normal working hours (exclusive of holidays) absent from work for sick leave as defined.

Any employee who becomes entitled to sick leave during the current year shall first be deducted from the current year's entitlement as provided in sub-section (b) aforementioned before deductions are made from their accumulated sick leave.

i. **Medical/Dental Appointments**

Employees shall be allowed to access sick days from their sick bank to use for medical and dental appointments for the employee. If there is no sick bank time available, then such leave shall be considered a leave of absence without pay.

ii. **Family Illness**

Employees shall be allowed to access two (2) days per calendar year from their sick bank where illness occurs in the immediate family of an employee, as defined in Article 17 (e) – Bereavement Leave.

**e. Proof of Sickness**

An employee may be required to produce a certificate from a qualified medical practitioner for any sickness in excess of three (3) working days, certifying that such employee is unable to carry out their duties due to sickness, or non-compensable accident.

Where an employee incurs a cost in obtaining such medical certificate the Board shall reimburse such cost upon presentation of receipt.

**f. Sick Leave Payout**

New employees shall not be entitled to gratuity sick leave pay out until one year of service has been completed. An employee shall be entitled to one-third (1/3) of the employee's unused sick leave accumulation for the previous calendar year. This sick leave payout for the year may be taken in cash or time off in lieu, if properly scheduled, at a time which is mutually agreeable, after one full year of employment, the pay-out commencing in the employee's second year or proportion thereof. The rate of pay shall be calculated on the basis of that in effect the previous December 31<sup>st</sup> and shall be paid before the end of March. The pay-out is calculated on the total number of gratuity days as of December 31<sup>st</sup> of the previous year. The number of gratuity days shall be calculated to the nearest full day and the total shall be deducted from the total sick leave balance for that year.

**g. Retirement/Death Payout**

An employee with ten (10) or more years of continuous service shall receive the number of days sick leave to the employee's credit to a maximum of one-hundred (100) days upon retirement or termination of employment by the Employer. The provisions of this clause shall be nullified in the case of dismissal for just cause.

On an employee's death, the number of days sick leave to the employee's credit to a maximum of one-hundred (100) days will be paid to the employee's estate or beneficiary.

**h. Approved Medical Leave or Long Term Disability**

Employees on an approved medical leave or long term disability who are returning to work within twenty-four (24) months of commencement of the leave shall return to their former position.

For longer periods, the Employer shall make reasonable efforts to assist the employee in maintaining **their** previous hours of work in the same or similar classification for which the employee is qualified subject to duty to accommodate requirements. This may include utilizing an existing casual list to assist the employee's efforts to return to work while waiting for a suitable vacancy to arise or a temporary appointment to a term position for which the employee is qualified. If no casual list exists and a temporary vacancy is not available, the provisions of Article 12 – Layoffs and Recalls will be applied to the most junior employee occupying the applicable classification. The returning employee shall be paid the rate of pay applicable to the position they are occupying.

Should the Employer find a suitable vacancy and the employee chooses to decline such vacancy, the employer shall be deemed to have met its obligations under this clause.

**ARTICLE 17 - LEAVE OF ABSENCE**

**a. General Leave**

The Employer may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request is to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. In the case of emergency, approval may be sought and granted verbally, and shall be confirmed in writing.

**i. Domestic Violence**

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance. Employees in these situations may access **leave in accordance with the Employment Standards Act. Additional days may be granted under General Leave as per 17 (a).**

**b. Leave for Negotiations**

Representatives of the Union shall be granted leave with pay when required to leave their employment temporarily to attend negotiation meetings with the Employer, provided not more than five (5) employees are absent at any one time or, for negotiation meetings with the Employer, provided not more than five (5) employees are absent at any one time. The cost of any substitute staff will be paid equally by the Employer and the Union for negotiating meetings.

Members of the Union Negotiating Committee who work afternoon or graveyard shifts and are required to negotiate after twelve (12) noon on normal work days shall be granted leave of absence with pay and a substitute shall be provided for said employees, to a maximum of three (3) employees. The cost of such substitutes shall be paid equally by the Union and the Employer.

**c. Leave for Union Duties**

**i. Short Term**

It is agreed that official representatives of the Union be granted leave of absence without pay to attend Union Conventions, or to perform any other function on behalf of the Union and its affiliation, provided not more than five (5) Union representatives shall be away at any one time. Not more than nine (9) Union representatives shall be away without pay at any one time to attend Union executive meetings of up to a maximum of three (3) per year. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement. The Employer shall continue paying the employee's wages and the Union shall reimburse the Employer for such wages.

**ii. Long Term**

It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year and shall be renewed each year on request during the employee's term of office. If the employee requests to be kept on benefits, the employee will pay the full costs of the benefit premiums. Such leave of absence shall not affect the employee's seniority.

**d. Leave for Public Duties**

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but no loss of benefits so that the employee may be a candidate in Federal, Provincial, or Municipal elections. An employee who is elected to public office shall be allowed leave of absence without loss of seniority during the employee's term of office. If the employee requests to be kept on benefits, the employee will pay for the direct costs.

**e. Bereavement Leave**

Up to three (3) days with pay shall be granted where an immediate family member's medical prognosis is terminal. This provision will apply once only for each immediate family member as defined below.

Up to five (5) days leave with pay shall be granted where a death occurs in the immediate family of an employee or an employee's spouse. Immediate family is defined as including

parents, grandparents, children, grandchildren, **siblings**, step-children, step-parents, **sibling-in-laws**. Up to three (3) additional days may be granted where extensive travel is involved **and up to five (5) days of additional vacation leave may be granted where more than eight (8) hours of travel is involved**. Request for leave should be made as soon as practicable.

**f. Mourner's Leave**

In the event of the death of an employee's relative not listed in Article 17(e) Bereavement Leave or death of a friend of an employee, the employee shall be entitled to leave with pay for one (1) day for the purpose of attending the funeral or celebration of life or memorial service or mourning. Additional days may be granted without pay, where extensive travel is involved, up to a maximum of three (3) days. The Mourner's Leave with pay would not exceed one day. Request for leave shall be made as soon as practicable.

In extenuating circumstances, additional leave without pay may be granted.

**g. Jury or Court Witness Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they received for jury service or court witness. The employee will present proof of service and the amount of pay received.

This leave shall not be granted with pay where an employee is appearing on the employee's own behalf.

**h. Maternity/Adoption Leave**

- i. Upon written request at least four (4) weeks prior to intended date of leave, supported by a certificate from a qualified medical practitioner stating that the employee is pregnant and estimating the probable date of birth or documentation that an employee has commenced adoption proceedings under the provisions of the Adoption Act, an employee shall be granted maternity/adoption leave without pay to a maximum of seventeen (17) consecutive weeks. Seniority shall be accumulated during this seventeen (17) weeks and without loss of seniority and in accordance with the Employment Standards Act.
- ii. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of benefits provided under Article 20 a. and b., provided that the employee continues to pay **their** share of the premiums.
- iii. In the case of incomplete pregnancy, death of the child or other special situation, a written request, accompanied by a medical certificate providing clearance for the

employee to return early from the leave, may be submitted in which case the Employer will attempt to accommodate the request.

**i. Parental Leave**

- i. Upon written request at least four (4) weeks prior to the intended date of leave, supported by a certificate from a qualified medical practitioner stating the date or probable date of birth of the employee's child or documentation that an employee has commenced adoption proceedings under the provisions of the Adoption Act, an employee shall be granted parental leave without pay and without loss of seniority to a maximum of thirty-seven (37) consecutive weeks. Seniority shall be accumulated during this thirty-seven (37) week period and in accordance with the Employment Standards Act.
- ii. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of benefits provided under Article 20 a. and b., provided that the employee continues to pay the employee's share of the premiums.
- iii. Where an employee submits a written request at least four (4) weeks prior to the expiry of the parental leave for additional leave, a General Leave to commence immediately upon expiry of the Parental Leave, up to a maximum of six (6) months shall be allowed. The premium cost for benefits during this period of General Leave shall be fully paid by the employee.

**j. Education Leave**

Leave of absence without pay shall be granted to an employee, in order to upgrade their education or training, so as to improve their employment opportunities for positions within the School District.

This leave shall be granted only where the time is mutually agreed to and provided an acceptable substitute can be recruited. This leave shall be accorded to no more than two (2) employees at any one time.

**k. Adoption Leave**

Two (2) days leave with pay shall be granted to coincide with the date of adoption of a child.

**l. Paternity Leave**

Two (2) days leave with pay shall be granted to coincide with the date of a child's birth.

**m. Supplementary Family Illness Leave**

Employees, having exhausted their Family Illness provisions under Article 16 (d) (ii) – Family Illness, shall be allowed up to a maximum of four (4) days with pay per calendar year of supplementary family illness leave where illness occurs in the immediate family of an employee as defined in Article 17 (e) – Bereavement Leave.

**n. Cultural Leave for Indigenous Employees**

**Indigenous employees are entitled to up to two (2) days leave with pay per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.**

**A minimum of one (1) week notice is required for leave under this provision. Where one (1) week notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably denied.**

**In the event that the activity is longer than two (2) days, additional unpaid leave may be requested. Such requests shall not be unreasonably denied.**

**This leave may be combined with other eligible leaves of absence.**

**o. Compassionate Care Leave**

**Employees who meet the criteria can access an unpaid leave from work in accordance with the Employment Standards Act. Service Canada provides benefits for employees who meet the eligibility requirements to provide end-of-life care to an immediate family member.**

**ARTICLE 18 - COMPENSATION AND ALLOWANCES**

**a. Pay Days**

For the purpose of this section, an employee shall be paid every two (2) weeks.

**b. Equal Pay for Equal Work**

The principle of equal pay for equal work shall apply, regardless of sex.

**c. Part-Time Employees**

Regular part-time employees shall receive the conditions of employment and perquisites specified in this Agreement on a pro-rata basis according to their hours of work.

**d. Education Allowances**

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themselves to perform their job. Payment shall be made one half (1/2) prior to the start of the course and the remainder on successful completion of the course.

**e. Higher Classification**

When an employee is appointed or requested by the Employer to perform the duties of a higher classification, the employee shall receive the higher rate of pay for all hours worked at the higher classification.

**f. Level II First Aid Premium**

The Employer shall pay an allowance of \$100 per month to an employee who is willing to perform first aid duties, holds a valid Level II First Aid Certificate and is designated by the Employer as a Level II First Aid Attendant.

Employees shall not lose pay in order to take Level II First Aid training where such training is scheduled by the Employer during the employee's normal working hours.

**ARTICLE 19 - CLASSIFICATIONS**

**a. Specifications**

The Employer agrees to draw up specifications for all positions and classifications for which the Union is bargaining agent. These specifications shall be presented to the Union and shall become the recognized specifications unless the Union presents written objection within thirty (30) days.

When an employee will be required to use their personal vehicle to perform business for the Employer, this will be clearly stated in the specifications for the position.

Classifications and specifications so established shall not be changed or eliminated without prior agreement with the Union.

**b. Classification/Reclassification/Job Evaluation Maintenance**

If an employee believes a position is improperly classified, or when the duties of a position are changed, or if a new classification is created, the matter shall be referred to the Joint Job Evaluation Committee (**JJEC**) whose function shall be to determine the appropriate rate of pay by using the CUPE Gender Neutral Job Evaluation Manual. If resolution cannot be achieved by unanimous agreement of the Joint Job Evaluation Committee the matter shall be handled in accordance with the Grievance Procedure.

The Committee will perform its work in two stages. In **Stage 1**, two **(2)** representatives of the School District on the Committee will meet with two **(2)** representatives of the directly affected Local on the Committee to address the referral to the Committee made by a member of the directly affected local.

In **Stage 2**, the matter will be referred to the full Joint Job Evaluation Committee to determine the appropriate rate of pay using the CUPE Gender Neutral Job Evaluation Manual.

The CUPE Gender Neutral Job Evaluation Manual shall only be amended by mutual agreement of the Parties.

The Joint Job Evaluation Committee shall be comprised of up to two **(2)** representatives of **CUPE Local 1260**, up to two **(2)** representatives of CUPE Local 1851, and up to four **(4)** representatives of the Employer.

**Where new specifications have been created (per Article 19, paragraph a), representatives noted herein shall meet at Stage 1 to determine a temporary wage for posting purposes. After the incumbent has been working in the new position for six (6) months, the Employer will send them the Job Evaluation Questionnaire, which is to be completed within thirty (30) working days and returned to the Human Resources Department. The evaluation then proceeds to Stage 2.**

**Where the JJE process determines that a new classification is reclassified upwards, payment of this rate shall be effective as of the date the incumbent started in the position. If the joint job evaluation process determines it is a downward reclassification, the incumbent's rate shall be red circled and shall continue at the old rate until surpassed by the new rate for the classification.**

Where classifications are reclassified, then such position shall be accorded to the incumbent employee, and **they** shall be paid the rate for the position as determined by the Joint Job Evaluation Committee. **Where the JJE process determines** it is reclassified upwards, payment of this rate shall be effective as **of the date the completed job evaluation questionnaire was received by the Human Resources Department.** If **the joint job evaluation process determines** it is a downward reclassification, the incumbent's rate shall be red circled and shall continue at the old rate until surpassed by the new rate for the classification.

**Incumbents may request to appeal within thirty (30) days of receiving their job evaluation outcome.**

**Timelines may be extended by request and upon mutual agreement of the parties.**

## **ARTICLE 20 - EMPLOYEE BENEFITS**

For specific information **on plan limitations and deductibles**, please refer to the Public Education Benefit Trust (PEBT) and Municipal Pension Plan (MPP) websites.

### **a. Pension Plan**

Employees who are assigned to fifteen (15) or more hours per week, shall participate in the Municipal Pension Plan in accordance with the regulations and requirements of the Municipal Plan.

### **b. Health Insurance Benefits**

The Employer agrees to provide the following benefits in accordance with the Public Education Benefits Trust (PEBT) and Plan Carrier Terms when an employee is eligible:

- i. Medical Services Plan of British Columbia
- ii. Extended Health Benefits
- iii. Dental Plans

The cost of providing medical benefits will be paid one-hundred percent (100%) by the Employer. The cost of providing dental benefits will be paid seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee.

The cost of providing the extended health benefit shall be paid one hundred percent (100%) by the Employer.

The Employer shall continue the medical, extended health and dental benefits to the dependents of a deceased employee for a period of three months after the employee's death. The premiums for such continuation shall be paid for in full by the Employer.

Where an eligible employee is covered by a spousal plan the employee may:

1. Waive membership in the Employer's plan, in which case the employee will not be eligible to enroll subsequently unless the spousal coverage is no longer available, or on a one time only basis the employee may request to join the Employer's Plan and will be permitted to join on the first of the month following date of application. Employees who opt in shall not be permitted to have any major dental work covered for six months after joining the plan. The employee may not subsequently withdraw from the plan. Or;
2. Join the Employer's plan, in which case the employee must continue in the Employer's plan as a condition of employment. The Employee may not subsequently withdraw from the plan.

Employees not on the benefit plan who lose their spousal coverage may join the Employer's plan within thirty (30) days of loss of the spousal plan. Should the spousal coverage later be re-instated the employee may choose to withdraw from the Employer's plan within (30) days of re-instatement of the spousal plan.

**c. Group Life**

The Employer agrees to provide, and each employee shall participate in, a Group Life Insurance Plan which provides a benefit equal to two hundred (200) percent of annual earnings. The Employer will pay 100 percent (100%) of the premium cost.

**d. Joint Benefits Trust**

The Parties have agreed to participate in a jointly trustee 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:

1. If there is no penalty clause in the current contract(s) with existing benefits carrier(s)/consultant(s), as soon as possible; or,
2. 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 that date of participation in the benefits trust.

**e. Joint Early Intervention Services / Long Term Disability**

Employees who meet the Public Education Benefits Trust (PEBT) plan criteria will be enrolled in the plan based on the plan's eligibility requirements. Participation and cooperation in the plan is mandatory for all employees who meet the plan criteria. This

plan includes the Joint Early Intervention Services (JEIS) as well as Long Term Disability (LTD) plan.

**f. Supplementation of Compensation Award**

An employee prevented from performing their regular work with the Employer due to an occupational accident resulting from employment with the School Board, and is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and their regular salary. The difference shall be deducted from the employee's accrued sick leave. This clause does not apply in the case of an employee who is drawing a disability pension from the Workers' Compensation Board.

**g. Legislation Affecting Benefits**

If the premium paid by the Employer for any employee benefits is reduced as a result of any legislative or other Government action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the Parties, or shall be passed on to the employees in the form of increased wage or salary rates. It is mutually agreed that accrued sick leave benefits shall be excluded from this provision.

**h. Employment Insurance**

All employees shall be covered by the provisions of the Employment Insurance Act.

**i. Part-time Employees**

For any employee employed less than twenty (20) hours per week, participation in the benefits plan will be at the employees' option and if selected the Board portion of benefit premiums will be the same percentage as the percentage the employees' hours are to forty (40).

**j. Continuation of Benefits While on W.C.B.**

While an employee is in receipt of Workers' Compensation Board wage loss replacement benefits due to an occupational accident arising out of the employee's employment with the Employer, the Employer shall continue to pay its share of the employee benefit premiums. This clause shall not apply when the employee is drawing a disability pension from the Workers' Compensation Board.

**k. Continuation of Benefits During Work Stoppages**

In the event of a legal work stoppage, the Employer agrees to maintain employee benefits, where permitted by the benefit carrier, on behalf of all employees. The Union

agrees to reimburse the Employer for the Employer's share of the premiums during this period.

## **I. Benefits While on Unpaid Leave**

Employees who wish to maintain benefits while on an unpaid leave of absence of one month or more, must pay premiums for the length of the leave prior to their last day worked, either in full or monthly postdated cheques. If payment(s) are defaulted, all benefits will be cancelled and subsequently re-instated when they return to work.

## **ARTICLE 21 - SEXUAL AND PERSONAL HARASSMENT**

### **a. Definitions**

For the purpose of this article harassment shall be defined as including:

- sexual harassment; or
- any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
- objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates or humiliates another person; or
- the exercise of power or authority in a manner, which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- such misuses of power or authority as intimidation, threats, coercion and blackmail.

The definition of "sexual harassment" shall include:

- any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- an implied promise of reward for complying with a request of a sexual nature; or
- a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

## **b. Investigation**

The investigation process for Harassment complaint is:

The information provided in the course of an investigation and any outcome of such investigation is confidential and will be treated as having been supplied in confidence within the meaning of section 22(2)(f) of the Freedom of Information and Protection of Privacy Act, and will only be disclosed to the extent necessary to carry out the investigation, or as required by law.

The following process will apply to any complaints where the complainant and alleged harasser are employees of the District. Where the employee is a member of a bargaining unit, they shall be accompanied by their Union Representative in accordance with the applicable Collective Agreement. Where an Administrative Officer, or Management member is involved, they may be accompanied by a representative of their choice and shall be informed of that right.

1. A written complaint is submitted to the Superintendent, including particulars of the complaint. This does not prevent the complainant from including additional particulars at a later date. Mediation to resolve the complaint may be pursued at this time or any other step of the investigation process.
2. Superintendent appoints a member of Senior Management to be responsible for the investigation of the complaint. The member of Senior Management may designate a trained and/or experienced investigator, and note taker if required, to investigate the complaint.
3. The complainant will be interviewed by the investigator, with the note taker if required, and the complainant's representative.
4. The investigator will meet with the alleged harasser and the alleged harasser's representative(s) to provide written notification that the District intends to initiate an investigation into allegation(s) of harassment, including particulars of the complaint.
5. The alleged harasser will be interviewed by the investigator, with the note taker if required, and the alleged harasser's representative(s) present.
6. Interviews of witnesses will include the investigator, the note taker if required, the alleged harasser's representative if required, and the complainant's representative if required. If the witness is a member of a bargaining unit they shall be accompanied by a representative. Other witnesses may be accompanied by a representative.

It is understood and agreed that the representative of the complainant and the representative of the alleged harasser will not show nor read to the complainant, the alleged harassers or to any witnesses, the notes the representatives have taken at

the interviews with the witnesses. Verbal comments made about the notes will only be made in general terms.

7. Upon completion of the investigation, a report by a member of Senior Management will be submitted to the Superintendent for disposition of the complaint.
  8. The Superintendent will decide on the disposition of the complaint and respond directly and in writing to the complainant, the alleged harasser and their respective representatives.
- c. Because of the sensitivity of such situations and the desire to handle these in a confidential manner, complaints shall be referred to the Superintendent of Schools. In the event that the issue remains unresolved after review by the Superintendent, the employee may refer the matter to the Grievance Committee, step (d) of the Grievance Procedure.
  - d. No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a complaint of sexual or personal harassment. It is recognized that false or malicious complaints may damage the reputation of, or be unjust to, other employees and therefore the complainant may be subject to disciplinary action.

## **ARTICLE 22 - NO DISCRIMINATION**

There will be no discrimination against any person covered by this agreement on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, parental status or participation in the authorized activities of the Union, except for bona fide occupational requirements.

## **ARTICLE 23 - HEALTH AND SAFETY**

### **a. Cooperation on Safety**

The Union and the Employer shall cooperate in continuing and perfecting regulations which will provide adequate protection to employees engaged in hazardous work.

### **b. Union/Employer Safety Committee**

A Health and Safety Committee shall be established and composed of two (2) representatives appointed by the Employer, and two (2) representatives of the Union.

### **c. Meetings of Committee**

The site Health and Safety Committee shall hold meetings on a regular basis and all unsafe, hazardous or dangerous conditions shall be taken up with and dealt with at such meetings. Either party may call for a meeting which will be held within five (5) working

days. Minutes of all site Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.

The site Health and Safety Committee shall ensure inspections of premises and equipment are conducted on a regular basis.

**d. Disclosure of Information**

The Employer shall request from the manufacturer, and when received shall be provided to the Union, written information which identifies the contents and potential hazards of products used in the work environment.

Standardized work site labels will be provided with all necessary and required information for all containers of products purchased through Central Stores used in the workplace.

**e. Safety Measures**

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing when needed. The Board will supply annual flu shots.

**f. No Disciplinary Action**

No employee shall be disciplined for refusal to work on a job which the employee has reasonable cause to believe is unsafe.

**g. Incident Investigation**

The Union shall be notified immediately of each **near-miss** incident **and/or** injury that results in a time loss **and any incident investigations that may arise from these**. The site Health and Safety Committee shall investigate within two (2) days and report within five (5) days on the nature and causes of these incidents or injuries.

**h. Pay for Injured Employees**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at **their** regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

**i. Transportation of Accident Victims**

Transportation to and where necessary, from, the nearest physician or hospital for employees requiring medical care as the result of an accident shall be at the expense of the Employer. Where the Employer chooses to use its own means of transportation,

sufficient assistance will be provided to attend to the employee's needs during transportation.

**j. Infestations or Infectious Disease**

The employer will comply with WorkSafe BC Legislation related to the employer's requirements for Protecting Workers from Infectious Disease.

To effect the removal of a lice or scabies infestation the Employer will pay necessary medication costs not covered by insurance, for an employee working in an environment where such infestations are shown to exist. Such protection will also include the immediate family of the employee.

**k. Violence in the Workplace**

**i. Definition**

Violence means the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that he or she is at risk of injury.

**l. Reporting Violent Incidents**

1. All staff are required to report to the Principal any incident of violence. Incidents include threats as well as physical acts of violence.
2. Incidents must be documented. Staff must complete a Violence Incident Report Form and submit the form to the District Health and Safety Committee.
3. If there is an injury, or any medical treatment is contemplated, then the Employer must complete a WCB Form 7.

**m. Working Conditions Committee**

The Board shall establish and maintain a Working Conditions Committee that shall consist of three (3) representatives of the union and three (3) representatives from the employer with joint rotating co-chairs.

The Board will incorporate the existing Product Review Committee within the Working Conditions Committee. The Working Conditions Committee shall maintain a product mission statement and guidelines for the use of safe chemicals, products, and equipment in School District #35. Any amendments to the mission statement and guidelines shall be by mutual agreement of the Parties.

The Board shall retain the sole right to determine the standard of cleanliness and care in which a school and grounds shall be maintained.

The Board shall maintain a custodial workload formula (Custodial Standards and Job Frequency Schedule) to be used as a guideline in determining custodial assignments. The formula shall be used to ensure that basic workloads for custodians are balanced workloads.

Where a custodial assignment exceeds the basic formula, the Board shall assign a list of priorities (and frequencies) consistent with this formula to ensure reasonably balanced workloads.

The Working Conditions Committee shall meet every three (3) months, or more often as required.

The Employer agrees that any amendments to the custodial workload formula (Custodial Standards and Job Frequency Schedule) shall be by mutual agreement of the Parties. If resolution cannot be achieved by mutual agreement, the matter shall be handled in accordance with the Grievance Procedure.

A copy of the Custodial Standards and Job Frequency Schedule shall be included in the Information Section of the collective agreement and posted at all worksites.

**n. First Aid Attendants**

**The Board and the Union agree that Custodial Foreman are required to have Level II first aid training at the Board's cost in order to ensure that two (2) first aid attendants shall be available during the evenings. Custodial foremen will receive the first aid stipend as per Article 18.f.**

**ARTICLE 24 - JOB SECURITY**

**a. Contracting Out**

The Board and the Union agree that the work of the bargaining unit, as per Article 3(b), will be protected. Therefore, in order to provide job security, the Board agrees that work or services normally performed by members of the bargaining unit shall not be contracted out, however after consultation with the Union, the District may contract some work in certain instances concerning emergent or specialized work not done by current employees.

**b. Work in the Bargaining Unit**

The Employer will not permit any person to perform any function in a school which would eliminate the necessity for the Employer to employ a person to perform such function.

**c. Reductions in Staff**

If an employee's hours of work are reduced or jobs are lost through attrition, the Employer shall clearly detail what existing duties are not to be performed in the future.

**d. Amalgamation or Merger**

In the event that the School District is amalgamated or merges with any other body, the Employer undertakes to encourage the new district and/or region to implement the provisions of the current Collective Agreement, unless the terms of any agreement which the merging district and/or region has are superior to the working conditions in the current Collective Agreement. In such case the Employer will endeavour to have the conditions of the merging agreement apply.

The Employer will also make every effort to have the seniority rights of employees protected at the time that the amalgamation/merger occurs.

**ARTICLE 25 - GENERAL CONDITIONS**

**a. Accommodation**

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

**b. Bulletin Boards**

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**c. Tools**

Where an employee is required to furnish the employee's own tools in the performance of the employee's duties and such tools are broken or worn the Employer shall replace the tools with tools of equal quality upon presentation of the broken or worn tools by the employee. This provision shall not apply if the employee is able to effect replacement without cost to the employee under the terms of a guarantee or warranty.

Where an employee is required to furnish the employee's own tools in the performance of the employee's duties, the Employer shall replace any tool lost due to fire or theft at the worksite with tool of equal quality. In order to receive this replacement, the employee must notify the supervisor immediately on discovery of the loss and submit a written claim for said tool. Employees are expected to provide reasonable safeguard for their tools.

Employees required to furnish their own tools shall provide the Employer with a complete and itemized listing of all tools furnished by the employee.

The Employer shall absorb all the costs for training and/or the replacement of tools used by an employee where such training and/or replacement of tools is a result of a conversion to the metric measurement system.

A basic tool kit of small hand tools will be provided by the Employer at all schools.

**d. Performance of Duties**

Every employee engaged in the maintenance, cleaning and servicing of School Board property is responsible to the employee's Supervisor for the proper performance of their duties. Technical advice and assistance regarding the custodial area will be provided by a designated District Supervisor.

**e. Cooperation with Staff**

Employees shall immediately report any problems relating to heat, light, water systems and security, pests and rodents using the reporting procedures provided by the Employer.

**f. Required Duties**

Each employee shall be informed of the policy of the Board in respect to the cleaning of the various schools, and shall, when necessary, be instructed in the use of the equipment used for cleaning schools. The allowable time allotment, details of the work to be performed, and hours of work schedules shall be posted in each individual school.

**g. Mileage**

Where an employee is requested by the Employer and uses the employee's own motor vehicle on the Employer's business, the employee shall be reimbursed for mileage according to the rate specified by the Canada Revenue Agency (CRA).

Any increase in this allowance granted to other employee groups shall also be granted to employees covered by this Agreement.

**h. Vehicle Coverage**

The Employer, in the event of an accident while an employee is using **their** vehicle on Employer's business or in the event of vandalism to an employee's vehicle while it is parked on District property, will be responsible to pay the deductible portion of the insurance coverage. Such payment not to exceed two hundred dollars (\$200.00) per accident or three hundred dollars (\$300.00) per vandalism incident. Any accident or vandalism occurring to an employee's vehicle in such circumstances as aforementioned must be reported immediately to **their** Supervisor and proper accident forms completed

through their Supervisor's office. The employee will be reimbursed for the costs as noted upon submission by the employee of a copy of the accident report filed with the police or I.C.B.C., provided the accident or vandalism did not arise out of the employee's own gross negligence.

In the event of vandalism, the employee will meet with **their** supervisor to discuss ways or methods of preventing further occurrences.

**i. Continuation of Existing Conditions**

Present conditions and benefits enjoyed by employees consistent with or amended by this Agreement shall continue.

**j. Monthly Union Meetings**

Due to the nature of shift work:

1. Maintenance employees working on day shift shall be allowed to start work up to two hours later.
2. Day shift custodians shall be allowed to take up to two hours and fifteen minutes off, once per calendar month for the purpose of attending a general monthly Union meeting. Employees who take time off in this regard shall complete their working hours that day by working the time taken at the end of their regular shift. The provisions of this Article may not be available to some employees from time to time as determined by the Employer, due to work requirements.

Employees may opt to combine their breaks to reduce the amount of time off required provided however, that all employees in the Maintenance Department do so on the same basis.

Employees who leave work to attend Union meetings under this provision will indicate the duration of their absence on their timesheets.

The provisions of this Article shall operate at no additional cost to the Employer.

**k. Professional Development**

A Joint Employer/Employee Pro-D Committee will develop professional activities on three (3) District Wide Professional Development days.

A representative of the Employer and a representative of the Union shall be designated as Joint Chairpersons and they shall alternate presiding over meetings.

The Employer shall allocate an amount equal to \$50.00 per employee for the purpose of promoting professional development. A Joint Employer/Employee Pro-D Committee shall

administer these funds. All unused funds will be carried over to the following year. A yearly accounting of the Pro-D funds shall be forwarded to the Joint Employer/Employee Pro-D Committee and the Union.

All CUPE Local 1851 employees shall have the opportunity to attend Professional Development activities. Employees shall request to attend Professional Development activities prior to the Pro-D Day. Such request shall not be unreasonably denied.

Government mandated courses may take place on either non-instructional days or district wide professional development days in consultation with the Joint Employer/Employee Pro-D Committee.

## **I. Indemnification**

- i. The Employer shall either:
  1. defend an employee from claim for damages, or,
  2. indemnify and save harmless an employee from any damages or costs awarded against them and from any legal costs incurred by them as a result of any claim or damages, arising from any acts or omissions which arose out of the performance of their duties, including a duty imposed by any statute. The decision of which of (i) or (ii) above is selected shall be determined by the Board. This defense/indemnification shall include the payment of any sum required and any legal costs incurred in the settlement of such action or proceeding provided the Employer's consent to settlement is obtained prior to the settlement.
- ii. Subsection (a) does not apply where:
  1. an employee has, in relation to the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or willful misconduct, or,
  2. the cause of the action is libel or slander.
- iii. The Employer may, by an affirmative vote of not less than 2/3 of all the members of the Board, pay:
  1. any sum required to indemnify an employee for a criminal prosecution, which prosecution arises out of the employee's performance of **their** employment duties and
  2. costs necessarily incurred

but the employer shall not pay a fine arising from an employee's conviction.

- iv. The Employer may seek indemnity against an employee where:
  - 1. the claim for damages arises out of an employee's gross negligence; or
  - 2. in relation to the action that gave rise to the claim for damages against an employee, the employee willfully acted contrary to the terms of their employment or an order of a Supervisor.

## **ARTICLE 26 - CROSSING OF PICKET LINES DURING STRIKE**

In the event that any employee of the Employer, other than those covered by this Agreement, engage in a legal strike, or where employees in a labour dispute engage in a legal strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

## **ARTICLE 27 - UNIFORM AND CLOTHING ALLOWANCE**

The Employer shall issue two (2) sets of coveralls and gloves to each painter, and one (1) set to each groundsman and labourer on the grounds crew. These coveralls and gloves will be replaced as necessary upon return of the previous set. It shall be the employer's responsibility to clean, launder, and maintain all such clothing as supplied to the groundsmen and the labourers. The painters shall clean, launder and maintain their coveralls and gloves.

The Employer shall issue coveralls and/or protective clothing to the mechanics, the equipment operators (for purposes of vehicle maintenance) and the roofer. It shall be the Employer's responsibility to clean, launder, and maintain all such clothing.

The Employer will provide a stock of rain gear to be utilized by employees needing such attire during inclement weather.

The Employer shall provide a stock of coveralls for use by the Maintenance Department employees when they are performing work in dirty areas such as crawl spaces, attic spaces or for fire clean up, as well as coveralls for Custodians who are required to clean dirty areas such as oil troughs and sawdust collection bags in secondary I.E. shops.

The Employer shall provide a footwear allowance of **two hundred and fifty dollars (\$250.00)** per year for each employee that is required to wear safety footwear as per WCB requirements.

**Effective July 1, 2023, the Employer shall provide a footwear allowance of \$100.00 per year for custodial employees in continuing positions not otherwise required to wear safety footwear per WCB requirements.**

The Board shall reimburse the employee upon proof of purchase.

## **ARTICLE 28 - TECHNOLOGICAL CHANGE**

### **a. Definition**

For the purpose of this Article, Technological Change is defined as:

- i. the introduction by the Employer of a change in **their** work, undertaking or business, or a change in their equipment or material from the equipment previously used by the Employer in **their** work, undertaking or business; or
- ii. a change in the manner the Employer carries on **their** work, undertaking or business related to the introduction of that equipment or material.

### **b. Retraining**

The Employer shall notify the Union no less than 60 days in advance of the introduction of technological change where such technological change may result in layoff or of change in the employment status of the employee.

In the event the Employer should introduce technological change, which requires new or greater skills than are currently possessed by the affected employees, the Employer shall provide the employees with training at the Employer's expense and allow a reasonable training period to acquire the required skills necessitated by the change.

There shall be no change in wage rates during the training period of such employee. Upon successful completion of the training program, the employee shall receive the wage for that position.

### **c. Displaced Employees**

Employees who are laid off as a result of technological change shall be compensated in accordance with Article 12 (Layoff and Recall) and Article 12(d) (Severance) except that those affected shall have the choice of receiving severance allowance as provided for in Article 12(d) (Severance) or being placed on a recall list. Those choosing to be placed on a recall list may, at any time, apply for their severance pay, and, in any event, if they are not rehired within one year will receive their pay. Those receiving severance pay shall forfeit their recall rights.

**ARTICLE 29 - RETROACTIVITY**

All wages, overtime and shift premiums shall be paid retroactive to the dates shown in the Collective Agreement, unless otherwise agreed between the parties.

**ARTICLE 30 - TERM OF AGREEMENT**

This Agreement shall be for the period July 1<sup>st</sup>, 2022 to June 30<sup>th</sup>, 2025, inclusive, and from year to year thereafter subject to the right of either Party to the Agreement, at any time within four months immediately preceding June 30th of any year thereafter, by written notice, to require the other Party to the Agreement to commence bargaining.

Should either party given written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or conditions of employment) until:

- 1. The Union shall give notice to strike (or until the Union goes on strike) or;
- 2. The Employer shall give notice of lock-out (or the Employer shall lock-out its employees), or;
- 3. The Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement

Whichever is the earliest.

Approved and Adopted by:

Approved and Adopted by:

THE BOARD OF SCHOOL TRUSTEES,  
SCHOOL DISTRICT NO. 35 (LANGLEY)

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1851

This \_\_\_day of \_\_\_\_\_20\_\_

This \_\_\_day of \_\_\_\_\_20\_\_

\_\_\_\_\_  
Erin Geisinger  
Senior Manager, Human Resources  
For the Board

\_\_\_\_\_  
Carey Schafer  
President  
For CUPE Local 1851

SCHOOL DISTRICT NO. 35 (LANGLEY) CUPE 1851 SALARY GRID

Wage Grid

July 1, 2022 - June 30, 2025

Occupation	Negotiated Increase			July 1, 2022 \$0.25 + 3.24%		July 1, 2023 5.5% GWI + 1.25% COLA		July 1, 2024 2% GWI + COLA*	
	Salary Grid	Occup. Code	Position Code	Hourly Rate	Bi-Weekly	Hourly Rate	Bi-Weekly	Hourly Rate	Bi-Weekly
Equipment Operator I	320101	EO/1	EO 1	\$ 26.34	\$2,107.20	\$ 28.12	\$ 2,249.60	\$ 28.69	\$2,295.20
<i>Plus Labour Market Adjustment</i>		EO/1	EO 1			\$ 0.50		\$ 0.50	
Equipment Operator II	330101	EO/2	EO 2	\$ 27.40	\$2,192.00	\$ 29.25	\$ 2,340.00	\$ 29.84	\$2,387.20
<i>Plus Labour Market Adjustment</i>		EO/2	EO 2	\$ 1.00		\$ 1.00		\$ 1.00	
Grounds Foreman	360101	F/GR	F GR	\$ 32.56	\$2,604.80	\$ 34.76	\$ 2,780.80	\$ 35.46	\$2,836.80
<i>Plus Labour Market Adjustment</i>		F/GR	F GR			\$ 1.75		\$ 1.75	
Leadhand - Grounds	340101	L/GR	L GR	\$ 27.47	\$2,197.60	\$ 29.32	\$ 2,345.60	\$ 29.91	\$2,392.80
<i>Plus Labour Market Adjustment</i>		L/GR	L GR			\$ 1.25		\$ 1.25	
Groundskeeper	310101	GRKP	GRKP	\$ 25.74	\$2,059.20	\$ 27.48	\$ 2,198.40	\$ 28.03	\$2,242.40
<i>Plus Labour Market Adjustment</i>		GRKP	GRKP			\$ 0.50		\$ 0.50	
Groundskeeper Gardener	310101	GRKP	GRKPGA RD	\$ 25.74	\$2,059.20	\$ 27.48	\$ 2,198.40	\$ 28.03	\$2,242.40
Labourer I	300101	LAB1	LAB1	\$ 24.55	\$1,964.00	\$ 26.21	\$ 2,096.80	\$ 26.74	\$2,139.20
Route Driver	310101	R/DR	R DR	\$ 25.74	\$2,059.20	\$ 27.48	\$ 2,198.40	\$ 28.03	\$2,242.40
<i>Plus Labour Market Adjustment</i>		R/DR	R DR			\$ 0.50		\$ 0.50	

Utility Person	390101	UTIL	UTIL	\$ 26.03	\$2,082.40	\$ 27.79	\$ 2,223.20	\$ 28.35	\$2,268.00
<i>Plus Labour Market Adjustment</i>		UTIL	UTIL			\$ 0.50		\$ 0.50	
Audio Visual Technician	180014	AVTE	AVTECH	\$ 29.89	\$2,391.20	\$ 31.91	\$ 2,552.80	\$ 32.55	\$2,604.00
<i>Plus Labour Market Adjustment</i>		AVTE	AVTECH	\$ 1.00		\$ 1.00		\$ 1.20	
Business Systems Tech	360101	BST	BST	\$ 32.56	\$2,604.80	\$ 34.76	\$ 2,780.80	\$ 35.46	\$2,836.80
<i>Plus Labour Market Adjustment</i>		BST	BST	\$ 1.00		\$ 1.00		\$ 1.20	
IT Help Desk Analyst	180014	ITHD	ITHLPDS K	\$ 29.89	\$2,391.20	\$ 31.91	\$ 2,552.80	\$ 32.55	\$2,604.00
<i>Plus Labour Market Adjustment</i>		ITHD	ITHLPDSK	\$ 1.00		\$ 1.00		\$ 1.20	
Technical Support Specialist 1	180014	TSS1	TSS 1	\$ 29.89	\$2,391.20	\$ 31.91	\$ 2,552.80	\$ 32.55	\$2,604.00
<i>Plus Labour Market Adjustment</i>		TSS1	TSS 1	\$ 1.00		\$ 1.00		\$ 1.20	
Technical Support Specialist 2	180017	TSS2	TSS 2	\$ 32.23	\$2,578.40	\$ 34.41	\$ 2,752.80	\$ 35.10	\$2,808.00
<i>Plus Labour Market Adjustment</i>		TSS2	TSS 2	\$ 1.00		\$ 1.00		\$ 1.20	
Technical Support Specialist 3	180020	TSS3	TSS 3	\$ 34.50	\$2,760.00	\$ 36.83	\$ 2,946.40	\$ 37.57	\$3,005.60
<i>Plus Labour Market Adjustment</i>		TSS3	TSS 3	\$ 1.00		\$ 1.00		\$ 1.20	
Project Coordinator	530101	F/TC	PROJCO OR	\$ 36.70	\$2,936.00	\$ 39.18	\$ 3,134.40	\$ 39.97	\$3,197.60
Trades Foreman	530101	F/TC	FTC	\$ 36.70	\$2,936.00	\$ 39.18	\$ 3,134.40	\$ 39.97	\$3,197.60
<i>Plus Labour Market Adjustment</i>		F/TC	FTC	\$ 2.00		\$ 2.00		\$ 2.20	
Trades Foreman TC - Carpenter	530101	F/TC	FTC02	\$ 36.70	\$2,936.00	\$ 39.18	\$ 3,134.40	\$ 39.97	\$3,197.60
<i>Plus Labour Market Adjustment</i>		F/TC	FTC02	\$ 2.00		\$ 2.00		\$ 2.20	
Trades Foreman TC - Electrician	530101	FTCE	FTC03	\$ 36.70	\$2,936.00	\$ 39.18	\$ 3,134.40	\$ 39.97	\$3,197.60
<i>Plus Labour Market Adjustment</i>		FTCE	FTC03	\$ 2.00		\$ 2.00		\$ 2.20	
Trades Foreman TC - HVAC/Mechanic	530101	F/TC	FTC05	\$ 36.70	\$2,936.00	\$ 39.18	\$ 3,134.40	\$ 39.97	\$3,197.60
<i>Plus Labour Market Adjustment</i>		F/TC	FTC05	\$ 2.00		\$ 2.00		\$ 2.20	

Trades Foreman TC - Mechanic	530101	F/TC	FTC07	\$ 36.70	\$2,936.00	\$ 39.18	\$ 3,134.40	\$ 39.97	\$3,197.60
<i>Plus Labour Market Adjustment</i>		<i>F/TC</i>	<i>FTC07</i>	\$ 2.00		\$ 2.00		\$ 2.20	
Trades Foreman TC - Painter	530101	F/TC	FTC06	\$ 36.70	\$2,936.00	\$ 39.18	\$ 3,134.40	\$ 39.97	\$3,197.60
<i>Plus Labour Market Adjustment</i>		<i>F/TC</i>	<i>FTC06</i>	\$ 2.00		\$ 2.00		\$ 2.20	
Trades Foreman TC - Plumber Gasfitter	530101	F/TC	FTC04	\$ 36.70	\$2,936.00	\$ 39.18	\$ 3,134.40	\$ 39.97	\$3,197.60
<i>Plus Labour Market Adjustment</i>		<i>F/TC</i>	<i>FTC04</i>	\$ 2.00		\$ 2.00		\$ 2.20	
Leadhand - Carpenter	520101	L/TC	LHTC02	\$ 36.05	\$2,884.00	\$ 38.48	\$ 3,078.40	\$ 39.26	\$3,140.80
<i>Plus Labour Market Adjustment</i>		<i>L/TC</i>	<i>LHTC02</i>	\$ 1.50		\$ 1.50		\$ 1.70	
Leadhand - Electrician	520101	LTCE	LHTC03	\$ 36.05	\$2,884.00	\$ 38.48	\$ 3,078.40	\$ 39.26	\$3,140.80
<i>Plus Labour Market Adjustment</i>		<i>LTCE</i>	<i>LHTC03</i>	\$ 1.50		\$ 1.50		\$ 1.70	
Leadhand - Painter	520101	L/TC	LHTC06	\$ 36.05	\$2,884.00	\$ 38.48	\$ 3,078.40	\$ 39.26	\$3,140.80
<i>Plus Labour Market Adjustment</i>		<i>L/TC</i>	<i>LHTC06</i>	\$ 1.50		\$ 1.50		\$ 1.70	
Tradesperson - Cabinetmaker	510101	TC01	TC08	\$ 35.24	\$2,819.20	\$ 37.62	\$ 3,009.60	\$ 38.37	\$3,069.60
<i>Plus Labour Market Adjustment</i>		<i>TC01</i>	<i>TC08</i>	\$ 1.00		\$ 1.00		\$ 1.20	
Tradesperson - Carpenter	510101	TC01	TC02	\$ 35.24	\$2,819.20	\$ 37.62	\$ 3,009.60	\$ 38.37	\$3,069.60
<i>Plus Labour Market Adjustment</i>		<i>TC01</i>	<i>TC02</i>	\$ 1.00		\$ 1.00		\$ 1.20	
Tradesperson - Carpenter/Locksmith	510101	TC01	TC09	\$ 35.24	\$2,819.20	\$ 37.62	\$ 3,009.60	\$ 38.37	\$3,069.60
<i>Plus Labour Market Adjustment</i>		<i>TC01</i>	<i>TC09</i>	\$ 1.00		\$ 1.00		\$ 1.20	
Tradesperson - Carpenter/Roofer	510101	TC01	TC10	\$ 35.24	\$2,819.20	\$ 37.62	\$ 3,009.60	\$ 38.37	\$3,069.60
<i>Plus Labour Market Adjustment</i>		<i>TC01</i>	<i>TC10</i>	\$ 1.00		\$ 1.00		\$ 1.20	
Tradesperson - Electrician	510101	TCEL	TC03	\$ 35.24	\$2,819.20	\$ 37.62	\$ 3,009.60	\$ 38.37	\$3,069.60
<i>Plus Labour Market Adjustment</i>		<i>TCEL</i>	<i>TC03</i>	\$ 1.00		\$ 1.00		\$ 1.20	
Tradesperson - Glazier	510101	TC01	TC12	\$ 35.24	\$2,819.20	\$ 37.62	\$ 3,009.60	\$ 38.37	\$3,069.60
<i>Plus Labour Market Adjustment</i>		<i>TC01</i>	<i>TC12</i>	\$ 1.00		\$ 1.00		\$ 1.20	
Tradesperson - HVAC	510101	TC01	TC05	\$ 35.24	\$2,819.20	\$ 37.62	\$ 3,009.60	\$ 38.37	\$3,069.60
<i>Plus Labour Market Adjustment</i>		<i>TC01</i>	<i>TC05</i>	\$ 1.00		\$ 1.00		\$ 1.20	
Tradesperson - Locksmith	510101	TC01	TC15	\$ 35.24	\$2,819.20	\$ 37.62	\$ 3,009.60	\$ 38.37	\$3,069.60
<i>Plus Labour Market Adjustment</i>		<i>TC01</i>	<i>TC15</i>	\$ 1.00		\$ 1.00		\$ 1.20	
Tradesperson - Mechanic	510101	TC01	TC07	\$ 35.24	\$2,819.20	\$ 37.62	\$ 3,009.60	\$ 38.37	\$3,069.60
<i>Plus Labour Market Adjustment</i>		<i>TC01</i>	<i>TC07</i>	\$ 1.00		\$ 1.00		\$ 1.20	
Tradesperson - Painter	510101	TC01	TC06	\$ 35.24	\$2,819.20	\$ 37.62	\$ 3,009.60	\$ 38.37	\$3,069.60
<i>Plus Labour Market Adjustment</i>		<i>TC01</i>	<i>TC06</i>	\$ 1.00		\$ 1.00		\$ 1.20	

Tradesperson - Plumber/Gasfitter	510101	TC01	TC04	\$ 35.24	\$2,819.20	\$ 37.62	\$ 3,009.60	\$ 38.37	\$3,069.60
<i>Plus Labour Market Adjustment</i>		<i>TC01</i>	<i>TC04</i>	\$ 1.00		\$ 1.00		\$ 1.20	
Service Technician	510101	S/TE	S/TE	\$ 35.24	\$2,819.20	\$ 37.62	\$ 3,009.60	\$ 38.37	\$3,069.60
Custodian Foreman	440101	CUSF	CUSF	\$ 30.82	\$2,465.60	\$ 32.90	\$ 2,632.00	\$ 33.56	\$2,684.80
<i>Plus Labour Market Adjustment</i>		<i>CUSF</i>	<i>CUSF</i>	\$ 0.50		\$ 0.50		\$ 0.50	
Custodian IV	430101	CUS4	CUS4	\$ 25.73	\$ ,058.40	\$ 27.47	\$ 2,197.60	\$ 28.02	\$2,241.60
<i>Plus Labour Market Adjustment</i>		<i>CUS4</i>	<i>CUS4</i>	\$ 0.50		\$ 0.50		\$ 0.50	
Custodian III	420101	CUS3	CUS3	\$ 25.21	\$2,016.80	\$ 26.91	\$ 2,152.80	\$ 27.45	\$2,196.00
<i>Plus Labour Market Adjustment</i>		<i>CUS3</i>	<i>CUS3</i>	\$ 0.35		\$ 0.35		\$ 0.51	
Custodian II	410101	CUS2	CUS2	\$ 24.86	\$1,988.80	\$26.54	\$ 2,123.20	\$ 27.07	\$2,165.60
Custodian I	400101	CUS1	CUS1	\$ 24.55	\$1,964.00	\$ 26.21	\$ 2,096.80	\$ 26.74	\$2,113.60
Diversity Custodian Assistant	DIVCUS	DIV CUS	DIV CUS	\$ 23.04	\$1,843.20	\$ 24.60	\$ 1,968.00	\$ 25.10	\$2,008.00

\*July 1, 2024 COLA adjustments will be confirmed by PSEC in March each year. 2024 COLA max is 1%.  
Any increase from COLA will affect negotiated increases in this table

## Labour Market Adjustments

Effective July 1, 2022, a Market Adjustment Premium shall be applied to the following classifications in the amounts listed:

- Custodian III \$0.35
- Custodian IV \$0.50
- Foreman – Carpenter \$2.00
- Foreman – Custodian \$0.50
- Foreman – Electrical \$1.50
- Foreman – HVAC \$2.00
- Foreman - Mechanic \$2.00
- Foreman – Locksmith \$2.00
- Foreman – Painter \$2.00
- Foreman – Plumber \$2.00
- Leadhand – Carpenter \$1.50
- Leadhand – Electrical \$1.02
- Leadhand – Painter \$1.50
- Tradesperson – Electrician \$0.52
- Tradesperson – Other \$1.00
- TSS, I, II, and III \$1.00

Effective July 1, 2023, a Market Adjustment Premium shall be applied to the following classifications in the amounts listed:

- Equipment Operator 1 \$0.50
- Foreman – Grounds \$1.75
- Grounds Keeper \$0.50
- Leadhand – Grounds \$1.25
- Utility Person \$0.50
- Route Driver \$0.50

Effective July 1, 2024, a Market Adjustment Premium shall be applied to the following classifications in the amounts listed:

- Custodian III \$0.16
- Foreman – Carpenter \$0.20
- Foreman – Electrical \$0.20
- Foreman – HVAC \$0.20
- Foreman – Mechanic \$0.20
- Foreman – Locksmith \$0.20

- Foreman – Painter \$0.20
- Foreman – Plumber \$0.20
- Leadhand – Carpenter \$0.20
- Leadhand – Electrical \$0.20
- Leadhand – Painter \$0.20
- Tradesperson – Electrician \$0.20
- Tradesperson – Other \$0.20
- TSS, I, II, and III \$0.20

**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, 2022 to June 30, 2025

**2. Wages Increases**

General wage increases as follows:

July 1, 2022: \$0.25 per hour wage increase plus an additional 3.24%

July 1, 2023: 5.5% and up to 1.25% COLA adjustment

July 1, 2024: 2.0% and up to 1.0% COLA adjustment

The COLA adjustments will be the annualized average of BC CPI over twelve months per paragraph 4 below

**3. Wage Increase Retroactivity**

- a. Employees employed on the date of ratification who were employed on July 1, 2022 shall receive retroactive payment of wage increases to July 1, 2022.
- b. Employees hired after July 1, 2022 who were employed on the date of ratification, shall have their retro-active pay increase pro-rated from their date of hire to the date of ratification.
- c. Employees who retired between July 1, 2022 and the date of ratification, shall have their retro-active pay increase pro-rated from July 1, 2022 to date of retirement.

#### 4. COLA Adjustment

The provincial parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in paragraph 2 of the Provincial Framework Agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

#### 5. Public Sector 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, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the K-12 Provincial Framework Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This paragraph 5 is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
  - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or

- b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

- 3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
- 4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
- 5. This paragraph 5 will be effective during the term of the K-12 Provincial Framework Agreement.

**6. Local Table Bargaining Money**

Provide ongoing funding to the support staff local tables in the amount of:

<b>Year</b>	<b>Amount</b>	<b>District Minimum</b>
2022/2023	\$11,500,000	\$40,000
2023/2024	\$13,800,000	\$50,000
2024/2025	\$17,800,000	\$60,000

This money will be prorated according to student FTE providing that each district receives the district minimum amount.

The district and local must reach agreement on its use and implementation as part of their local discussions. The money may not be used for a general wage increase.

## **7. Provincial Labour Management Committee**

The parties agree to maintain a Provincial Labour Management Committee (PLMC) to discuss and problem solve issues of mutual provincial interest, including issues referred from provincial committees established under this Framework Agreement. 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 local grievances or have the power to bind local parties 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 provincial 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 2022 Framework Agreement and agree to include Workplace Health and Safety as a standing agenda item.

## **8. 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) Enable the provision of education opportunities to enhance and support the understanding, recognition and reconciliation process with Indigenous Peoples;

- e) Enable the provision of education opportunities to enhance and support equity, diversity, and inclusion as well as cultural safety;
- f) Skills enhancement for support staff;
- g) EA curriculum module development and delivery;
- h) 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 update, not later than January 31, 2023, the terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Labour Management Committee (PLMC).

**Funding:**

Commencing July 1, 2022, there will be \$50,000 of annual funding allocated for the purposes set out above. Commencing July 1, 2024, there will be an additional \$1,000,000 of annual funding allocated for the purposes set out above.

**9. Safety in the Workplace**

The parties agree that prevention of violence in the workplace is of paramount importance. The parties commit to providing a healthy and safe working environment that includes procedures to minimize the risk of workplace violence, such as Individual Safe Work Instructions or equivalent and the obligation to report and investigate incidents of workplace violence.

**10. Provincial Joint Health and Safety Taskforce**

The provincial parties will establish a Provincial Joint Health and Safety Taskforce of not more than four (4) members appointed by CUPE and four (4) members appointed by BCPSEA. Each provincial party will consider the appointment of subject matter experts in occupational health and safety. Either provincial party may bring resource people as required, with advance notice to the other party. These resource people will be non-voting and at no cost to the taskforce. Costs associated with this Taskforce will be provided from existing SSEAC funds.

The Provincial Joint Health and Safety Taskforce will:

- a) develop Terms of Reference to support training on the 2021 Workplace Violence Prevention Toolkit and the joint health and Safety Evaluation Tool;
- b) support the Support Staff Education Committee (SSEC) in the development of training related to the 2021 Workplace Violence Prevention Toolkit;

- c) provide a joint communication on the availability of training related to the 2021 Workplace Violence Prevention Toolkit for all Occupational Health and Safety Committees;
- d) review and update as required the Joint Health and Safety Evaluation Tool resulting from the 2019-2022 Provincial Framework Agreement;
- e) provide the reviewed Joint Health and Safety Evaluation Tool to each school district and local union;
- f) Identify and share best practices for the development of Individual Safe Work Instructions or equivalent.

## **11. Job Evaluation**

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

- Review the results of the phase one and phase two pilots and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Gather data from all school districts and match existing job descriptions to 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.
- Develop a methodology to convert points to pay bands - The confirmed method must be supported by current compensation best practices.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

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

It is recognized that the work of the committee is technical, complicated, lengthy and onerous. To accomplish the objectives, the parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) 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.

When the JE plan is ready to be implemented, and if an amendment to an existing collective agreement is required, the JE Committee will work with the local School District and Local Union to make recommendations for implementation. Any recommendations will also be provided to the Provincial Labour Management Committee (PLMC).

As mutually agreed by the provincial parties and the JE Committee, the disbursement of available JE funds shall be retroactive to January 2, 2020.

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 have been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

The committee will report out to the provincial parties regularly during the term of the Framework Agreement. Should any concerns arise during the work of the committee they will be referred to the PLMC.

Create a maintenance program to support ongoing implementation of the JE plan at a local, regional or provincial level. The maintenance program will include a process for addressing the wage rates of incumbents in positions which are impacted by implementation of the JE plan.

The provincial parties confirm that \$4,419,859 of ongoing annual funds will be used to implement the Job Evaluation Plan.

Effective July 1, 2022, there will be a one-time pause of the annual \$4,419,859 JE funding. This amount has been allocated to the local table bargaining money. The annual funding will recommence July 1, 2023.

## **12. Committee Funding**

There will be a total of \$150,000 of annual funding allocated for the purposes of the Support Staff Education Committee, the Provincial Labour Management Committee and the Provincial Joint Health and Safety Committee.

## **13. 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.

#### **14. Benefits**

- a. Effective July 1, 2023, provide \$3 million dollars as ongoing annual funding to explore enhancements to the Standardized Extended Health Plan, including dental coverage, counselling and other improvements to benefits.

A one-time joint committee of up to four representatives appointed by BCPSEA and up to four representatives appointed by support staff unions will determine the enhancements to be implemented.

Any residual from the benefits standardization will be allocated to the Job Evaluation Fund.

- b. Effective July 1, 2023, provide \$1,000,000 one-time money to the PEBT to be 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 considerations, and relapse response.

#### **15. Production of Local Collective Agreements**

BCPSEA commits to providing a draft 2022 local collective agreement which includes all negotiated updates, within 30 days of ratification by the local parties. The draft collective agreement will be provided in editable format with changes tracked for the local parties to review.

#### **16. 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.

## **17. Unpaid Work**

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

## **18. Education Assistant Credential Standardization**

Should the Ministry of Education initiate discussions regarding standardized credentials for Education Assistants, the provincial parties will each send a letter to request participation in the process.

## **19. Provincial Framework Bargaining 2025**

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. \$250,000 will be allocated as of July 1, 2023.

## **20. Provincial Dispute resolution**

The provincial parties may mutually agree to refer a dispute under Provincial Framework Agreement to final and binding arbitration.

## **21. Funding**

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

## **22. Employee Support Grant**

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.

### **23. Adoption of the Provincial Framework Agreement**

The rights and obligations of the local parties under this Provincial Framework Agreement are of no force or effect unless the collective agreement has been ratified by both parties no later than January 25, 2023, or a later date as established by the provincial parties if the local parties are engaged in mediation.

Dated this 15th day of September, 2022.

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**

"Paul Simpson"

"Leanne Bowes"

"Justin Schmid"

"Bruce Anderson"

"Kirsten Daub"

"Alan Chell"

"Jeff Virtanen"

"Kyle Uno"

"Gray Boisvert"

"Tammy Sowinsky"

"Tammy Carter"

"Rae Yu"

"Michelle Bennett"

"Richard Per"

"Patti Pocha"

"Ken Dawson"

"Denise Bullock"

"Nancy Brennan"

"David Bollen"

"Eric Harvey"

"Monica Brady"

"Alex Dounce"

"Warren Williams"

"Tim DeVivo"

"Jane Massy"

"Amber Leonard"

"Jason Franklin"

"Christina Forsyth"

"Tammy Murphy"

"Jeannette Beauvillier"

"Daun Frederickson"

"Tracey O'Hara"

"Katarina DiSimo"

## **Appendix A - Provincial Framework Agreement**

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, 2022**

This Employee Support Grant (ESG) establishes a process under which employees covered by 2022 – 2025 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, 2022.

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 January 25, 2023 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 15<sup>th</sup> September, 2022 by:

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BCPSEA  
Leanne Bowes

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K-12 Presidents' Council  
Paul Simpson

# **LETTERS OF UNDERSTANDING**

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**BOARD OF EDUCATION, SCHOOL DISTRICT NO. 35 (LANGLEY)**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1851**

***RE: Part-Time Custodians Working Full-Time During Summer Clean Up***

**WITHOUT PREJUDICE AND WITHOUT PRECEDENT**

This letter of understanding confirms the parties' agreement regarding part-time Custodians working full-time during summer clean up (July and August) as follows:

- Part-time Custodians may voluntarily work full-time (8 hours per day) during summer clean up.
  - Eligible Custodians must notify their supervisor if they intend to work an eight (8) hour shift prior to commencement of the break;
  - Those Custodians choosing to work full-time must commit to the revised schedule for the duration of the break;
  - The additional time will be worked Monday to Friday only.
- The process for recording the additional time worked will be as follows:
  - Custodians will record the additional time worked on a timesheet as "banked time" and submit to the Supervisor for approval;
  - When taking the banked time off, employees must record their absence in AMS as "time off in lieu";
  - This "time off in lieu" will be taken during July and August only;
  - The additional time worked beyond the regular shift will be recorded on the earning statement each pay period. Any of the additional time worked and not taken as "time off in lieu" during the summer cleanup will be paid out on the first pay period in September.
- Some part-time employees are part-time due to medical reasons and therefore are not eligible to participate in working full-time hours during summer clean-up.
- This agreement outlines a process that may also be utilized during shorter breaks (i.e. Christmas and Spring Break) if it is feasible to do so.

Signed

For the Employer, School District No. 35

Signed

For the Union, CUPE Local 1851

January 2017

**LETTER OF UNDERSTANDING  
BETWEEN  
BOARD OF EDUCATION, SCHOOL DISTRICT NO. 35 (LANGLEY)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1851**

***RE: Hiring to Diversity Placement of a Person with Developmental Disabilities***

**Without Prejudice and Without Precedent**

This letter of understanding confirms the parties' shared interest in working with local community associations to provide meaningful employment experience opportunities for individuals with developmental disabilities.

This LOU provides a framework within which persons with developmental disabilities shall operate at the School District and includes:

- The District and Union agree to renew, on a without prejudice and precedent and temporary basis, the position of "Diversity Custodial Assistant". This position will be created for the sole purpose of hiring an applicant recommended by a local community association, using criteria agreed to and accepted by the Union.
- A general job description of "Diversity Custodian Assistant" has been created in consultation between the Union and the District solely for the purposes of the position identified within this LOU and in no way establishes precedent for a new classification of Custodian Assistant.
- The Union agrees that School District #35 may consult with local community associations to assist with pre-screening applicants, providing on-site job training if needed, and assisting the applicant to maintain operational standards and/or to learn new job duties. The parties agree that the posting and filling language contained in Article 11 will not apply to the position of Diversity Custodian Assistant and further agree that this position cannot be awarded to any member of the 1851 membership or any other person(s) (outside of this LOU) without agreement by the parties.
- Through this LOU the parties have agreed to provide an opportunity for an individual with developmental disabilities to work in an assistive role with tasks specifically identified and agreed to by the Union and District.
- Employment opportunities may require flexibility in the work may be offered in several ways, including, but not limited to: project-based; irregular in nature; up to a couple of days/week; seasonal; sessional; school year. The Regular Hours of Work provisions of the Collective Agreement do not apply to the Diversity Custodian Assistant.
- The person appointed under this LOU shall be compensated in accordance with the CUPE Gender Neutral Job Evaluation Plan as listed within the CUPE 1851 Salary Grid, less required deductions. It is agreed that any general lift in pay for 1851 members will apply to

- the Diversity Custodian Assistant position. It is anticipated that this position will require a level of supervision from existing custodians who volunteer for this opportunity. It is agreed that during the time of responsibility and supervision, the appropriate pay stipend will be allotted to participating custodians. The stipend will be the Custodian 3 salary in place of the salary otherwise applicable.
- The parties agree that participating custodian(s) must mutually agree to take on the responsibility and supervision of the Diversity Custodian Assistant.
- The parties agree that the uniqueness of this position of Diversity Custodian Assistant will require a specific orientation and familiarization and may require additional training as identified.
- The parties acknowledged that all work performed by the Diversity Custodian Assistant is considered supernumerary in nature and in no way is to replace current work or bargaining unit workloads, tasks, and duties. The parties further agree that, should a participating custodian's workload or duties be affected by this additional responsibility, there may be a requirement to supplement with additional staffing and support, to which the parties will address. No custodial employee will lose employment or have their hours or workload reduced because of this LOU.
- The person appointed under this LOU shall become a member of the Union and shall pay all normal statutory deductions including applicable union dues.
- It is agreed that this position is part of the CUPE 1851 bargaining unit and all benefit and leave specified by the collective agreement, except as modified by this LOU.
- It is agreed that any potential issues or concerns regarding the person in the Diversity Custodian Assistant position will be addressed involving the District and representatives of the Union. Potential issues could include performance and/or misconduct. To this end, and notwithstanding Article 9C of the Collective Agreement, the parties agree the person selected under this LOU will be a Probationary Employee for the duration of their appointment under this LOU.
- It is agreed that this LOU will apply to **up to ten (10)** existing and future Diversity Custodian Assistant positions **to be placed at secondary schools and the School Board Office.**
- **The parties agree that the Board will contact the Union in advance of pursuing these positions within the District.**
- The parties recognize there may be other issues arising from this agreement and are committed to addressing those issues should they arise.
- The terms and conditions contained in the existing Collective Agreement and the respective agreements in place continue to apply, except as modified by the implementation of this agreement.

## Posting and Filling Custodial (Supervisor) Vacancies

Both parties agree that, when a position is vacated by a Custodian who supervises a Diversity Custodian Assistant (due to posting out, retirement, resignation, etc.), the following process will be implemented:

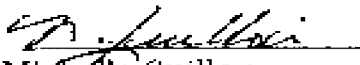
1. The vacancy will be posted as per normal – i.e.: without any additional wording associated with the supervision of the Diversity Custodian Assistant position.
2. Prior to confirming acceptance, the candidate will participate in an orientation meeting with one (1) member of the CUPE 1851 Executive and the Human Resources Manager. The purpose of this meeting is to:
  - a. Inform the candidate of the opportunity to supervise the Diversity Custodian Assistant, which is voluntary, and advise of the pay differential
  - b. Provide an overview of supervisory duties and responsibilities, as well as copies of the diversity Custodian Assistant job description and the Hiring to Diversity LOU
  - c. Ensure the candidate understands that declining this voluntary opportunity does not disqualify them from the posting
  - d. Answer any questions and address any concerns the candidate may have
3. The candidate will inform the Human Resources Manager within forty-eight (48) hours of this meeting of their decision to accept or decline the voluntary supervisory opportunity.
4. If the candidate declines the voluntary supervisor opportunity, the Human Resources Manager will work together with the Union and the Diversity Custodian Assistant's agent at the supporting community agency to discuss **appropriate alternative arrangements for the Diversity Custodian Assistant**. During this time, the Diversity Custodian Assistant will be placed on paid leave. **If this situation arises the Board and Union agree that the Diversity Custodian Assistant will not lose their position.**
5. **Where multiple custodians are available to supervise a Diversity Custodian Assistant, supervision will be offered to custodians in seniority order at that site.**

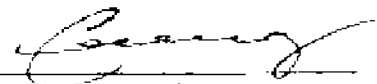
Both parties agree that this LOU is strictly on a without prejudice and precedent basis. The parties may agree to terminate or alter this LOU by agreement with 30 days written notice.

THE BOARD OF SCHOOL TRUSTEES,  
SCHOOL DISTRICT NO. 35 (LANGLEY)

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1851

Agreed to this 9 day of January 2023

  
Michelle Guillou  
Director Human Resources  
School District 35

  
Carey Schafer  
President  
CUPE Local 1851

**LETTER OF UNDERSTANDING  
BETWEEN  
BOARD OF EDUCATION, SCHOOL DISTRICT NO. 35 (LANGLEY)  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1851**

**RE: Article 30 – School Improvement Allocation**

**Without Prejudice and Without Precedent**

This letter of understanding confirms the parties' shared interest in ensuring the distribution of remaining SIA (School Improvement Allocation) funds as of June 30, 2022, of \$31,347.36 continues until the fund's depletion.

*ARTICLE 30 – SCHOOL IMPROVEMENT ALLOCATION*

*This article is effective on July 1, 2020.*

*SIA Professional Development Fund*

*A professional development fund will be established to support training, professional enhancement, skills development and wellness initiatives for all CUPE local 1851 employees. This fund will be allocated \$81,718.00 starting in year 2 of this Agreement.*

*The fund will be administered by a joint SIA Professional Development Committee comprised of three (3) representatives of the Union and three (3) representatives of Management. Meetings will take place once a month at the end of a predesignated HR/CUPE 1851 informal meeting.*

*SIA Professional Development Funds are not intended to be used during regular work days. Exceptions will be considered by the Committee on a case by case basis.*

As of January 15, 2023, eligible employees may access their entitled allotment for reimbursement from the SIA fund for eligible expenses in accordance with the established process. The SIA committee will remain in place until the funds are spent.

Both parties agree that this LOU is strictly on a without prejudice and precedent basis and will expire upon exhaustion of the SIA funds or reach less than \$50, at which time the funds will be transferred to the Professional Development Fund.

THE BOARD OF SCHOOL TRUSTEES,  
SCHOOL DISTRICT NO. 35 (LANGLEY)

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1851

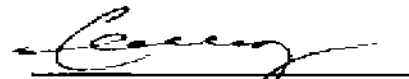
This \_\_\_ day of \_\_\_\_\_ 2023

This \_\_\_ day of \_\_\_\_\_ 2023

Agreed to this 19 day of January 2023



Michelle Guillou  
Director Human Resources  
School District 35



Carey Schafer  
President  
CUPE Local 1851

# **INFORMATION SECTION**



# Custodial Services

Custodial Standards  
and  
Job Frequency Schedule

Guidelines  
In  
Determining Assignments

## **CUSTODIAL SERVICES**

### **Custodial Standards and Job Frequency Schedule Guidelines in Determining Assignments**

1. The custodial workload shown in the following pages is to be used as a general guideline in determining custodial assignments, and to ensure that basic workloads for custodians are reasonably equal.
2. It can also be used by administrators (schools) to determine the impact of periodic duties on the daily custodial routine so that work priorities can be adjusted accordingly (i.e. when custodial help needed to set up or clean for special events such as fun day).
3. Where a custodial assignment exceeds the basic formula and/or the custodial allocation is reduced, a list of priorities and frequencies consistent with this formula shall be assigned to ensure reasonably balanced workloads.
4. Floor plans and a current written schedule/task list for each custodian's area shall be available and posted in the custodians' room and must be updated when changes occur.
5. Where there is an outstanding concern regarding inequitable workloads among several custodians, the areas of responsibilities should be rotated until a solution has been determined with exception to the head custodian's assigned area. Once a resolution has been determined the rotation will cease.
6. A Working Condition Committee consisting of three (3) representatives from each of the District and the Union shall meet every three months, or more often if required, to review custodial allocations and attempt to resolve any concerns in a mutually acceptable manner.
7. Where a reassignment of custodial responsibilities has been amended based on recommendations of the committee no other significant future changes will be made without approval of the administrator at that school/site and notification to the committee.
8. Nothing in this material should be taken as prescriptive. The cleaning standard at each site is the responsibility of the supervisor/administrative office at the site in consultation with the custodial staff and/or Custodial Supervisor

## **Elementary**

One unit is equivalent to 25-30 minutes of custodial services. A time allowance of 25-30 minutes is required to service one unit. Following are breakdowns of the requirements for specific areas. Please note that these are based upon the time needed to clean the standard sized room for the area listed. Time allotments may vary depending on specific situations — frequency is dependent on individual school needs.

1 classroom = 1 unit

1 kindergarten = 1 unit - with washroom add .38 units

1 Daycare = 1 unit — with washroom add .38 units

1 general office = .5 unit

1 office = .25 unit

- empty waste cans and reline as needed
- check carpet and vacuum as needed, vacuum thoroughly once a week
- damp dusting as needed or weekly, including phones (disinfect)

1 library = 1 unit

1 gym = 1 unit

- dry mop nightly
- spot washed as needed
- damp mop once a week (this to be over and above the 1 Unit allocation)

1 washroom (large) = 1 unit

- toilets, urinals, sinks cleaned
- damp mop floors
- supplies checked and re-stocked — dispensers
- walls/dividers spot washed as needed
- high dusting once a week
- empty waste cans and reline as needed

1 change room = 1 unit (provided that the change room is fully used and not substantially used for storage)

1 multipurpose room = .75 unit

1 computer room = .75 unit

1 staff room = .75 unit

2 staff washrooms = .75 unit (1 toilet, 1 urinal, counter top & sink, and possibly a shower in each)

- toilets, urinals, sinks cleaned
- damp mop floors
- supplies checked and re-stocked
- walls/dividers spot washed as needed
- high dusting once a week
- empty waste cans and reline as needed

## **Elementary (continued)**

Autoscrubbing = Time calculated into units

1 counselling/L.A./meeting room/resource room/ESL = .50 unit

1 portable = 1.15 units

1 stairwell = .75 unit

- vacuum or dry mop
- damp dust/mop weekly or as needed

1 corridor = .50 unit

- empty waste cans
- vacuum or dry mop
- damp dust/mop weekly or as needed

1 lobby = .50 unit

- empty waste cans
- vacuum or dry mop
- damp dust/mop weekly or as needed

1 StrongStart Center = .75 unit (may be pro-rated depending usage of StrongStart)

1 Science Room = 1 unit

1 First Aid Room = .50 unit (consider whether washroom in first aid room; if so add units for washroom)

1 Music Room = .75 units

## **Units Per Shift**

A reasonable/realistic expectation for elementary would be 13 to 15.5 units per 8 hours of custodial time on afternoon shift\*, 14 to 16.5 units per 8 hours of custodial time on day shift\*, and 12 to 14.5 units per 8 hours of custodial time on graveyard shift\* to perform the tasks and frequencies identified on the attached custodial work schedule. Each shift, in addition to the above units per shift, includes 30 minutes for travelling distance between areas, start-up and clean-up time and the allowance for building security.

### **\*Please Note:**

- an 8 hour day shift consists of:
  - 7 1/2 hours of work, two (2) 15 minute paid rest periods, and an unpaid 1/2 hour meal break
- an 8 hour afternoon shift consists of:
  - 7 hours of work, two (2) 15 minute paid rest periods, and a paid 1/2 hour meal break
- an 8 hour graveyard shift consists of:

### **Elementary (continued)**

- 6 ½ hours of work, two (2) 15 minute paid rest periods, and a paid ½ hour meal break, and a ½ hour paid shift premium

The head custodian's workload should be less 30 minutes for elementary. This is to recognize the additional responsibilities (e.g. inventory control/ordering of supplies, P.R. for rental/user groups, supervision of fellow custodians, and the security aspect).

## **Secondary**

One unit is equivalent to 20 to 25 minutes of custodial services at the secondary level. A time allowance of 20 to 25 minutes is required to service one unit. Following are breakdowns of the requirements for specific areas. Please note that these are based upon the time needed to clean the standard sized room for the area listed. Time allotments may vary depending on specific situations — frequency is dependent on individual school needs.

1 portable = 1.15 units

1 science room = 1.5 units

1 classroom = 1 unit

1 washroom = 1.5 units

- toilets, urinals, sinks cleaned
- damp mop floors
- supplies checked and re-stocked
- walls/dividers spot washed as needed
- high dusting once a week
- empty waste cans and reline as needed

Staff washrooms = .75 unit (for two)

1 gym = 1.5 units

- dry mop nightly
- spot washed as needed
- damp mop once a week (this requires time over and above the 1.5 units per day)

1 library = 2 units

1 music/choir room = 1.25 units (includes office)

1 theatre = 1 unit

1 drama room = 1 unit

1 staff room = 1 unit

1 office = .25 unit

Main office = .75

- empty waste cans and reline as needed
- check carpet and vacuum as needed, vacuum thoroughly once a week
- damp dusting as needed or weekly, including phones (disinfect)

1 woodwork shop = 2 units

1 metal shop = 2 units

1 drafting room = 1 unit

1 art room = 1.5 units

1 auto shop = 1 unit

## **Secondary (continued)**

1 pottery room = 1.5 units

1 wrestling room = 1 unit

- wipe mats
  - sweep
  - walls — spot washed

1 stairwell = .75 unit

- vacuum or dry mop
- damp dust/mop weekly or as needed

1 double stairwell = 1.25 units i.e. IUDS

1 counselling office (main) = .5 unit plus .25 unit for side offices

1 corridor = .50 unit

- edging
- empty waste cans
- vacuum or dry mop
- damp dust/mop weekly or as needed

1 lobby = .50 unit

- empty waste can
- vacuum or dry mop
- damp dust/mop weekly or as needed

Weight room = 1 unit (including wall mirrors, floors and garbage

Kitchen = 1.5 unit (if a teaching kitchen)

Cafeteria = 2 units (after lunch cleaning tables, damp mop floor)

Home Ec (cooking) = 1.5 units

Home Ec (sewing) = 1 unit

Change room = 1.5 units

Special Needs room = 1.5 units

1 Tech/Electronics room = 1 unit

Computer Room and tables = 1 unit

1 First Aid room = .5 unit (consider whether washroom in first aid room; if so add units for washroom)

Autoscrubbing = time calculated into units

## **Secondary (continued)**

### **Units Per Shift**

A reasonable/realistic expectation for secondary would be 15.5 to 19.5 units per 8 hours of custodial time on afternoon shift\*, 16.5 to 21 units per 8 hours of custodial time on day shift\*, and 14.5 to 18 units per 8 hours of custodial time on graveyard shift\* to perform the tasks and frequencies identified on the attached custodial work schedule. Each shift, in addition to the units per shift, includes 30 minutes for travelling distance between areas, start-up and clean-up time and the allowance for building security.

#### **\*Please Note:**

- an 8 hour day shift consists of:
  - 7 1/2 hours of work, two (2) 15 minute paid rest periods, and an unpaid 1/2 hour meal break
- an 8 hour afternoon shift consists of:
  - 7 hours of work, two (2) 15 minute paid rest periods, and a paid V2 hour meal break
- an 8 hour graveyard shift consists of:
  - 6 1/2 hours of work, two (2) 15 minute paid rest periods, and a paid 1/2 hour meal break, and a 1/2 hour paid shift premium

The head custodian's workload should be less 45 minutes for secondary. This is to recognize the additional responsibilities (e.g. inventory control/ordering of supplies, P.R. for rental/user groups, supervision of fellow custodians, and the security aspect).

## **Custodial Duties**

Custodians are responsible for cleaning in all areas of a school. This includes classrooms, libraries, offices, conference rooms, staff rooms, washrooms, change rooms, gyms, corridors, stairwells, storerooms, portables, and areas adjacent to the school. These areas are listed below along with the nightly and weekly duties required. Routines may vary from school to school, however, these duties are basic procedures that should cover most of the areas you'll be cleaning in. All duties listed should be considered nightly unless otherwise noted.

### **Classrooms, Libraries, Offices, Conference Rooms, Staff Rooms**

1. Remove all garbage and empty the pencil sharpeners. Check the containers and clean and reline as necessary.
2. Damp wipe desk tops and counters.
3. Clean sinks and restock paper and soap supplies as needed.
4. Damp wipe chalkboard ledges. Other ledges (tops of doors, chalkboards, bulletin boards, sills, shelves and wall fixtures) should be wiped weekly. Vacuum chalk brushes regularly.
5. Wet areas should be vacuumed nightly and spot washed as needed. Thoroughly damp mop once a week.
6. Vacuum all traffic areas. Thoroughly vacuum once a week.
7. Check walls for spots and remove as needed.
8. Make sure the windows are secured and the doors locked once you're finished in a room.
9. De-spot windows as needed.
10. Replace light bulbs as needed.

### **Washrooms and Change Rooms**

1. Remove all garbage. Check the containers and clean and reline as necessary.
2. Thoroughly clean sinks, mirrors and counters.
3. Thoroughly clean toilets and urinals. Clean walls and partitions around toilets and urinals.
4. Once a week clean partition tops, over-sink lights, door tops and frames, ceiling vents and other ledges.
5. Damp mop the floor.
6. Replace light bulbs as needed.

### **Custodial (continued)**

#### **Corridors, Stairwells, Lobbies and Entrances**

1. Remove garbage. Check the containers and clean and reline as necessary.
2. Thoroughly clean water fountains.

3. Vacuum or dust mop stairs. Spot wash as needed. Damp mop thoroughly once a week.
4. Replace light bulbs as needed.
5. De-spot walls and doors as needed.
6. Damp wipe ledges, wall fixtures and shelves weekly.
7. De-spot entrance windows.
8. Vacuum entrance mats.
9. Dust mop corridors. Spot wash as needed. Damp mop thoroughly once a week.

### **Gyms**

1. Dust mop the floor. Spot wash as needed. Damp mop thoroughly once a week.
2. De-spot walls and doors as needed.
3. Damp wipe ledges, shelves, wall fixtures and door frames once a week.

### **Areas Adjacent to Schools**

1. Remove debris and/or sweep as needed.

### **PRIORITY SERVICES**

Where a situation may arise that interferes/disrupts or restricts the regular daily custodial functions/tasks the following priorities must be performed.

- washroom/change room — thorough cleaning/services
- water fountain — thorough cleaning/sanitizing
- desk/table tops — damp cleaning, etc.
- building security — ensure all doors/windows are locked and secured
- waste removal

# **HISTORICAL SECTION**

**Provincial Framework Agreement 2019-2022**

MoA: Appendix A

**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:

<b>Year</b>	<b>Amount</b>
<b>2019/2020</b>	<b>\$1,000,000</b>
<b>2020/2021</b>	<b>\$3,000,000</b>
<b>2021/2022</b>	<b>\$3,000,000</b>

A one-time joint committee of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the support staff unions.

Any residual from the 2019-2022 for benefits standardization will be allocated to training initiatives under the Support Staff Education Committee.

Further, the Parties agree that the existing funds held in the Support Staff Education and Adjustment Committee as set out below will be transferred to the PEBT and utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost consideration, and relapse response.

- a. 2010-2012 FLOU — remaining balance of \$477,379
- b. Work Force Adjustment — remaining balance of \$646,724

#### 5. Safety in the Workplace

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

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

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

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

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

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

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

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

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

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

### Structure:

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

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

Mandate:

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

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

Terms of Reference:

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

Funding:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9. Committee Funding**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties no later than November 30, 2019.

**18. Funding**

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

**19. Provincial Bargaining**

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

Dated this 12th day of July, 2018.

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

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

**BC Public School Employers'  
Association & Boards of Education**

Warren Williams (Local 15 - Metro)

Leanne Bowes, BCPSEA

Tracey Mathieson

Renzo del Negro, BCPSEA

Rob Hewitt

Tammy Sowinski, OLRC

MoA: Appendix A — 2019 Provincial  
Framework Agreement

Leslie Franklin (Local 703 - Fraser Valley)

Nicole Edmondson (Local 3500 -  
Okanagan) Paul Simpson (Local 379 -  
Metro)

Marcey Campbell ( Local 728 - Metro)

Sylvia Lindgren (Local 523 - Okanagan)

Rolanda Lavallee ( Local 2145 — North)

Len Hanson. (Local 2298 — North)

Joanne (Jody) Welch. ( Local 401- North  
Island)

Fred Schmidt (Local 382 - South Island)

Jane Massy (Local 947 - South Island)

Michelle Bennett ( Local 748 — 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 — Kootneys)

Rob Zver ( Local 606- North Island)

Bruce Scott ( WVMEA)

Tim DeVivo. (IUOE Local 963)

Corey Thomas

Loree Wilcox

Corinne Iwata (minute taker)

Kyle Uno, SD36 Surrey

Robert Weston, SD40 New Westminster

Jason Reid, SD63 Saanich

Marcy VanKoughnett, SD20 Kootenay-  
Columbia

Alan Chell, BCPSEA Board of Directors

Ken Dawson, PSEC

Elisha Tran (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:

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BCPSEA  
Leanne Bowes

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K-12 Presidents' Council  
Warren Williams

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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 printing. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.



## Refusing unsafe work

Workers have the right to use their own judgment if it is reasonable to believe that performing a job or task presents a significant risk, you should not perform the job or task. You must first notify your supervisor or employer, who will take appropriate steps to eliminate the work hazard and remove the hazard.

An employer may discipline a worker if the worker refuses to perform a specific job or task if the worker does not follow the proper procedure. An employer may discipline a worker if the worker refuses to perform a specific job or task if the worker does not follow the proper procedure.

Workers refuse work to use an unsafe work procedure with knowledge that the procedure is not safe. Workers have the right to refuse to perform a specific job or task if you believe unsafe work is being done. You may be asked to perform a different task or be assigned a new task. You may also be asked to accept a loss of 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 your supervisor or employer. An employer must promptly investigate the matter and fix it if possible. If you decide to report the unsafe condition, you should report the hazard.

#### 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

If a worker still views work as unsafe after a supervisor or employer has said it is safe to perform a job or task, the worker should report the hazard to the Health, Safety and Environment Committee (HSEC).

This committee takes place throughout the workday. A worker representative of the committee is elected by the workers. If there is no HSEC, the worker should report the hazard to the Health, Safety and Environment Committee (HSEC). If there is no HSEC, the worker should report the hazard to the Health, Safety and Environment Committee (HSEC).

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

If the matter is not resolved by the worker and the employer, the worker should notify WorkSafeBC. A prevention officer will then investigate and take steps to fix the workplace hazard.

<https://www.worksafebc.com/worker-rights>

For more information, visit [www.worksafebc.com](http://www.worksafebc.com) or call 1-800-663-3831. For more information, visit [www.worksafebc.com](http://www.worksafebc.com) or call 1-800-663-3831.

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

# WORK SAFE

## Worker Rights and Responsibilities:

In a workplace, everyone has varying levels of responsibility for workplace health and safety. You should know and understand your responsibilities and those of others. If you are a worker, you also have three key 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



As a worker, you play an important role in making sure — 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 practices in the workplace at all times.
- Use the protective clothing devices, and equipment provided. Be sure to use them properly.
- Cooperate with your employer's health and safety committee, worker health and safety representatives, health and safety prevention officers, and anybody with health and safety duties.
- Get treatment quickly should an injury happen on the job and if 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 but modify your duties and not immediately start working 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.

**WorkSafeBC**

- Establish a valid occupational health and safety program
- Train your employees to work safely and provide proper supervision.
- Provide workers with necessary support and training to carry out health and safety responsibilities.
- Ensure adequate lighting, equipment, supplies, and trained staff are available on site to handle emergencies.
- 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 directs, and controls the work activities and performance of their subordinates. A supervisor can be any worker — management or staff — who meets this definition, whether or not he or she has the supervisor title. If you are the person responsible for a supervisor's responsibilities, then you are responsible for worker health and safety.

**WorkSafeBC**

- 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 ensure that all 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 properly used properly, regularly inspected and maintained.

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

**Appendix B**

**Local Memorandum of Agreement**

The parties agree to the following changes to the July 1, 2014 — June 30, 2019 local Collective Agreement between the Board of Education of School District No. 35 (Langley) and CUPE Local 1851.

Agreed July , 2019

CUPE Local 1851

Board of Education of School  
District No. 35 (Langley)

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Signed off Article include:

HOUSEKEEPING - Article 2 - DEFINITIONS

LETTER OF UNDERSTANDING - Rental/User Groups - **Renegotiated**

LETTER OF UNDERSTANDING - Sick Leave Accumulation - **Move To Historical**

LETTER OF UNDERSTANDING - Trial Four Day Work Week - **Move To Historical**

LETTER OF UNDERSTANDING - Sexual and Personal Harassment - **Renew**

LETTER OF UNDERSTANDING - Separate Call Out and Overtime Lists - **Renew**

LETTER OF UNDERSTANDING - Framework Settlement 2014-2019 - **Move To Historical**

LETTER OF UNDERSTANDING - Regionalization of School Districts - **Move To Historical**

ARTICLE 2 (a) - DEFINITIONS

ARTICLE 5 (b) - UNION SECURITY

ARTICLE 5 (e) - UNION SECURITY (**new**)

ARTICLE 5 (f) - UNION SECURITY (**new**)

ARTICLE 7 (b) - LABOUR/MANAGEMENT RELATIONS

ARTICLE 7 (c) - LABOUR/MANAGEMENT RELATIONS

ARTICLE 8 (a) - GRIEVANCE PROCEDURE AND ARBITRATION

ARTICLE 8 (a) Step Two - GRIEVANCE PROCEDURE AND ARBITRATION

ARTICLE 8 (b) (viii) - GRIEVANCE PROCEDURE AND ARBITRATION

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

ARTICLE 8 (c) - GRIEVANCE PROCEDURE AND ARBITRATION

ARTICLE 9 (b) - SENIORITY

ARTICLE 9 (d) - SENIORITY

ARTICLE 9 (e) — SENIORITY

ARTICLE 10 (b) — ADVERSE REPORTS

ARTICLE 10 (c) — ADVERSE REPORTS

ARTICLE 11 (d) — POSTING AND FILLING VACANT POSITIONS

ARTICLE 11 (e) — POSTING AND FILLING VACANT POSITIONS

ARTICLE 13 (c) — HOURS OF WORK

ARTICLE 14 (a) — STATUTORY HOLIDAYS

ARTICLE 17 (a) (i) - LEAVE OF ABSENCE

ARTICLE 17 (a) (f) - LEAVE OF ABSENCE

ARTICLE 17 (h) — LEAVE OF ABSENCE

ARTICLE 17 (i) — LEAVE OF ABSENCE

ARTICLE 19 (a) — CLASSIFICATIONS

ARTICLE 20 (b) — EMPLOYEE BENEFITS

ARTICLE 20 (b) — EMPLOYEE BENEFITS

ARTICLE 23 (c) — HEALTH AND SAFETY

ARTICLE 30 — SCHOOL IMPROVEMENT ALLOCATION

ARTICLE 30 — TERM OF AGREEMENT

**LETTER OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT NO. 35 (LANGLEY)**

**THE "EMPLOYER"**

**AND  
CUPE LOCAL 1851**

**THE "UNION"**

**RE: Rental/User Groups**

The Parties have agreed that where a rental/user group has rented space within our facilities on a weekend and/or a non-instructional day, the District will first offer the work to the Custodians assigned to that school. If the Custodian who accepts the work has worked 40 hours that week, the time worked shall be accrued at the appropriate overtime rate. The Custodian shall have the option to take overtime in pay or days "in lieu" for time accrued if the user group falls under the Rental User Group Classification Group A. All "in lieu" time must be approved by the supervisor.

Custodians shall not be eligible to take time off in lieu of payment if the user group falls under the User Group Classifications: B, C or D.

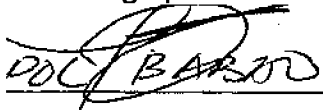
User Group Classifications as per District webpage.

This work will include performing the duties outlined under the job description provided the Rental/user group is paying any overtime rates for the Custodial service. If only an opening (\$15) and closing (\$18) is required, these flat rates will apply.

If the Custodians working at the school do not accept the work, the District will then assign the work to part-time Custodians or casual Custodians who have not worked 40 hours that week at the straight time rate of pay.

If the work is assigned to another Custodian who has worked 40 hours that week, the Custodian shall **accrue** at the appropriate overtime rate and will **exercise the same options outlined in paragraphs 1 and 2 of this LOU.**

The intent of this agreement is to ensure the District does not incur additional costs due to renting space within our facilities to rental/user groups.

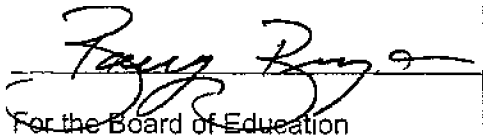


JUNE 20, 2019

Date:

For the Union, CUPE Local  
1851

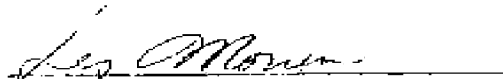
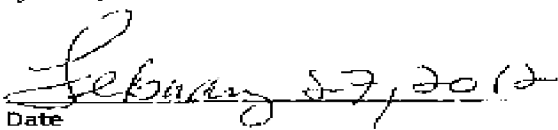
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For the Board of Education  
School District No. 35

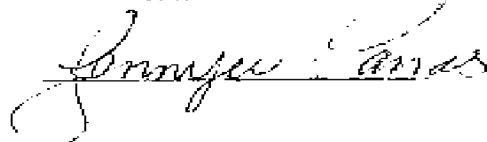
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**SCHOOL DISTRICT NO. 35 (LANGLEY)**  
**AND**  
**CUPE LOCAL 1851**

The Board and the Union agree that pursuant to Article 21 — Sexual and Personal Harassment, where the investigation outcome determines that the harassment complaint has been substantiated, the complainant shall be entitled to a reinstatement of sick leave used as a result of the harassment.

SIGNED FOR THE UNION

  
\_\_\_\_\_  
  
Date

SIGNED FOR THE EMPLOYER

  
\_\_\_\_\_



February 24, 2012

Les Morrison, President, CUPE Local 1851  
Dale Trenaman, Vice-President, CUPE Local 1851  
School District No. 35

Dear Les and Dale,

RE: Article 13 — Hours of Work — Overtime Equalization

Pursuant to Article 13 (f) the district agrees to separate the current call out and overtime list into two separate lists for the purpose of tracking the emergency call out and planned overtime independently to fulfill the intent of this Article.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Canas".

Jennifer Canas  
Assistant Superintendent, Human Resources

School District 35 • 4875 — 222nd Street, Langley, B.C. V3A 3Z7 • Tel: 604-534-7891 • Fax: 604-533-1115

**MEMORANDUM OF SETTLEMENT  
"Memorandum"**

**Between**

**BOARD OF EDUCATION for SCHOOL DISTRICT #35  
(Langley)  
"Employer"**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1851  
"Union"**

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The parties to this Memorandum of Settlement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

**Continuing Provisions of the Current Collective Agreement**

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2014 will be incorporated in their entirety into the revised collective agreement between the parties.

**Effective Date**

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Memorandum.

**Changes to the Revised Collective Agreement**

The July 1, 2012 - June 30, 2014 Collective Agreement will continue in force and effect until June 30, 2014 except as modified by the following:

Appendix "A" - Local Memorandum of Agreement between the Board of Education for School District #35 (Langley) the Canadian Union of Public Employees Local 1851 dated October 2, 2014 which sets out all other agreed changes to the Collective Agreement.

Appendix "B"<sup>11</sup> Provincial Framework Agreement between BC Public School Employers' Association & CUPE BC K-12 Presidents' Council & Support Staff Unions dated June 7, 2014.

These changes shall be included in the 2014 - 2019 Collective Agreement.

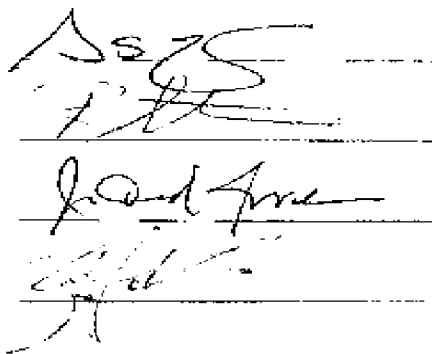
**Ratification**

This memorandum is subject to ratification by the Board of Education for School District #35 (Langley), the BC Public School Employers' Association and the membership of CUPE Local 1851.

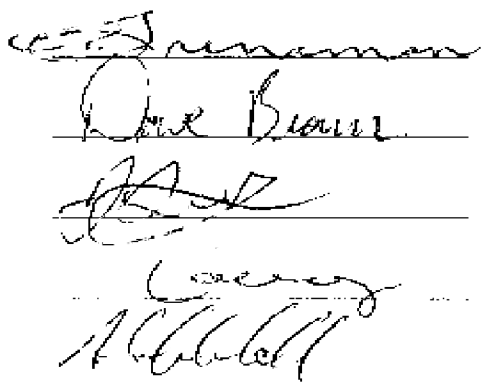
AGREED October 2, 2014

Board of Education for  
School District #35

CUPE Local 1851



Three handwritten signatures on horizontal lines, representing the Board of Education for School District #35.



Four handwritten signatures on horizontal lines, representing CUPE Local 1851.

## Appendix "A"

### Local Memorandum of Agreement

Between

the Board of Education for School District #35 (Langley)

and

the Canadian Union of Public Employees Local 1851

The parties hereby agree to the following amendments to the 2012-2014 Collective Agreement:

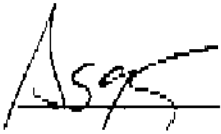
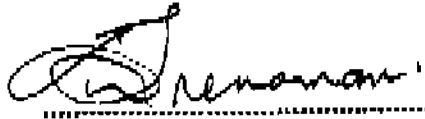
Each signed off item is attached for reference.

#### Article

2.a.	Definitions
2.g.	Definitions, New Construction Employee
3.b.	Work of the Bargaining Unit
7.c.	Function of Labour/Management Committee
7. d.	Jurisdiction of Labour/Management Committee
7.e.	Meeting of Labour/Management Committee
11	Promotions and Staff Changes
11.a. i.	Job Postings
11. a. iii.	Job Postings
11.a.iv.	Job Postings
11.b.	Information in Postings
11.c.	Promotions and Transfers
11.e.i.	Trial Period
11. e. ii.	Trial Period
e. iv.	Trial Period Layoff
12.a.	Hours of Work Defined
13.a.xii.	Overtime
13. b.	Sick Leave Defined
16. a.	Sick Leave Records
16. f.	Compensation and Allowances
18	Infestations
23.j.	Rental/User Groups (NEW)
LOU's	Sick Leave Accumulation (NEW)
	Framework Settlement 2014-2019 (Insert)

Framework Settlement 2012-2014 (Move to Historical)  
Sexual/Personal Harassment/Reinstatement of Sick Leave (Renew)  
Trial Four Day Work Week - Summer 2000 (Renew)  
Substitute Employees on the Call Out List (Move to Historical)  
Framework Letter-Regionalization of School Districts (Renew)  
Separate Call Out and Overtime List (Renew)

Dated the 2nd of October, 2014

A handwritten signature in black ink, appearing to be 'ASG'.A handwritten signature in black ink, appearing to be 'D. Newman'.  
.....  
CUPE Local 185

**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.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than November 30, 2014.

**1. Term**

July 1, 2014 to June 30, 2019.

**2. Wage Increases**

Wages will increase by 5.5%. Increases will be effective on the following dates:

July 1, 2015	1.0%
May 1, 2016	Economic Stability Dividend
July 1, 2016	0.5%
May 1, 2017	1.0% plus Economic Stability Dividend
July 1, 2017	0.5%
May 1, 2018	1.0% plus Economic Stability Dividend
July 1, 2018	0.5%
May 1, 2019	1% plus Economic Stability Dividend

The terms of the Economic Stability Dividend are described in Appendix A.

**3. Employee Support Grant**

BCPSEA, the Unions and the Government 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 the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix B.

#### **4. Benefits Standardization**

The Parties agree to pursue a voluntary standardized extended health plan to be implemented during the term of the collective agreement in accordance with the terms laid out in Appendix C.

#### **5. The Support Staff Education and Adjustment Committee (SSEAC)**

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

- a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- b) a study of the potential for regionalization of wages
- c) an exploration of the potential for a standardized extended health and dental benefit plan
- d) recommendations to address issues associated with hours of work and service delivery
- e) a review of practices in districts having modified school calendars and the resulting impact on support staff
- f) skills enhancement for support staff

There will be a total of \$100,000 of annual funding allocated for the purposes set out above commencing July 1, 2015. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

#### **6. Education Assistants Committee**

- a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.

- d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.
- e) The Parties agree the work of the Committee will recommence within *9ne* year of the ratification of the framework agreement.
- f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

## **7. Learning Improvement Fund - Support Staff**

The funds stipulated in Item 1 of the LOA- Learning Improvement Fund: Support Staff Priorities (Appendix D) are the greater of \$10 million or 20% of the LIF commencing on July 1, 2015. These funds will be allocated to School Districts in accordance with the following principles as per established SSEAC procedures:

- a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.
- b) In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.
- c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.
- d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA's in circumstances of changing enrollment throughout the school year.
- e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA's are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.
- f) SSEAC will receive the jointly agreed plans from school districts and locals.
- g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.
- h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.

- i) If permitted by legislation and regulation, a one-time allocation of \$2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.

## **8. PEBT**

### **a) Date adjustment for the annual funding of the PEBT LTD plan:**

Change the date of the annual funding payment of \$19,428,240 provided by the Ministry of Education from January 1 to April 1 of each year, commencing April 1, 2015. Thereafter the Ministry of Education will provide the PEBT with \$19,428,240 each April 1.

The annual contribution period will continue to be based on the calendar year.

Recognizing the impact on interest earnings as a result of the three (3) month delay in 2015, the PEBT will be provided with a one-time interest payment by the Ministry of Education of \$300,000 on January 2, 2015.

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

The Parties request that the PEBT Board undertake a review to assess the viability of administering all support staff EFAP plans.

## **9. Shared Services**

The Parties will write a joint letter to the Ministry seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertakings that may have an impact on support staff positions.

## **10. 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.

## **11. Standardized Job Evaluation Study**

The Parties will establish a provincial joint job evaluation steering committee (the JE committee) within thirty (30) days following the signing of this framework agreement. The committee is responsible to create a provincial job evaluation plan which may include a regional or local approach. The JE tool will be based upon the CUPE gender neutral job evaluation plan. The Parties agree the plan can be modified to fit the needs of the K-12 sector.

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

Upon successful completion of the plan the Parties will identify one local in each of the seven established CUPE regions to pilot the plan prior to full implementation.

## **12. Job Evaluation Fund**

To fund the development work of the JE committee during 2014 the Parties agree to a one-time allocation of \$50,000 from SSEAC.

To facilitate the implementation of the provincial job evaluation plan a fund will be established within SSEAC with an initial one-time allocation of \$250,000 on July 1, 2015 and annually each year thereafter during the term of the framework agreement, for a total of \$1,000,000 in one-time funding.

In addition to the one-time allocations, ongoing annual funds of \$900,000 will be added to the job evaluation fund for implementation purposes at January 2, 2019. Any residual ongoing funds that are available after the implementation of the standardized benefit plan will be added to the job evaluation fund.

## **13. Provincial Bargaining**

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding of \$200,000 to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. This funding will be allocated as of July 1, 2016.

## **14. Unpaid Work**

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

## **15. Workload Concerns**

The Parties agree that employees should be provided with a reasonable workload. Employees with workload concerns are encouraged to bring these concerns to their supervisor or union in order that the concerns can be addressed.

## **16. Modified Calendar**

The parties recognize calendar changes are an area of concern for local support staff unions. For future calendar amendments during the term of the collective agreement the Parties agree to review and compile best practices on existing modified calendars.

The Parties recommend that where boards of education are considering making calendar changes that may have an impact on the income of support staff employees, the support staff union will have the opportunity to provide input prior to the decision being made.

Dated this day of June, 2014.

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

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

Maree Marshall

[Signature]

[Signature]

John Lee

[Signature]

[Signature]

[Signature]

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**BC Public School Employers'  
Association & Boards of Education**

Ronaldel Negro

[Signature]

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Alan Cell

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**LETTER OF AGREEMENT**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND**

**K-12 PRESIDENTS COUNCIL**

**Re ECONOMIC STABILITY DIVIDEND**

**Definitions**

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

### **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

### **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - (i) February Budget- Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year- Real GDP published for the previous calendar year;
  - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only: For collective agreement year 3 (2016/17):
  - (i) February 2015 - Forecast GDP for calendar 2015;
  - (ii) November 2016 - Real GDP published for calendar 2015;
  - (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
  - (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each

- bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

**Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 {based on 2014 GDP}; 2016/17 {based on 2015 GDP}; 2017/18 {based on 2016 GDP}; and, 2018/19 {based on 2017 GDP}.

**Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

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

**Between:**

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

**And:**

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

**And:**

**Her Majesty the Queen in Right of the Province of BC as Represented by the  
Ministry of Education ("the Government")**

**Re: Employee Support Grant for May/June 2014**

1. BCPSEA, the Unions and the Government agree that employees covered by collective agreements between Boards of Education and the Unions may recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA during May and June 2014 as set out in this letter.
2. Subject to the terms of this Letter:
  - a. Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.
  - b. If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
  - c. If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR}who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7<sup>th</sup>, 2014 by:

Renzo Del Negro  
BCPSEA

Marek Marsolai  
K-12 Presidents' Council

[Signature]  
Ministry of Education on behalf of Her  
Majesty in Right of the Province of BC

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

**Between:**

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

**And:**

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

**And:**

**Her Majesty the Queen in Right of the Province of BC as Represented by the  
Ministry of Education (the "Government")**

**Re: Employee Support Grant for after June 30, 2014**

1. This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may 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, 2014.
2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.
3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.
4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
5. If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
6. This Letter expires on November 30, 2014 and is of no further force and effect

except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7<sup>th</sup>, 2014 by:

Rene Del Negro  
BCPSEA

Marek Marsolasi  
K-12 Presidents' Council

[Signature]  
Ministry of Education on behalf of Her  
Majesty in Right of the Province of BC

**Provincial Support Staff Extended Health Benefit Plan**

**TERMS OF REFERENCE  
BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
K-12 PRESIDENTS COUNCIL**

**Re: Exploration of a Greater Standardization of Benefits Plans**

The parties agree to move to an optional standardized provincial extended health benefits plan {standardized plan} which would include the majority of support staff members. To further such change the parties agree to form a working committee with the goal of achieving agreement on a standardized extended health benefits plan.

Terms of Reference:

1. The committee will consist of no more than 4 members of the K-12 Presidents' Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10th, 2014.
2. The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.
3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.
4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.
5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.
6. Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.
7. BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of \$3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.
8. Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.
9. The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13<sup>th</sup> 2014 or a mutually agreed upon day.

**LETTER OF AGREEMENT**

**BETWEEN:**

**BCPSEA**

**AND**

**K-12 SUPPORT STAFF UNIONS**

**AND**

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

**RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities**

**WHEREAS:**

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

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

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

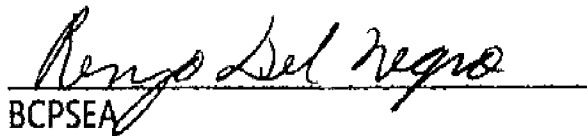
**THEREFORE:**

The parties hereby agree as follows:

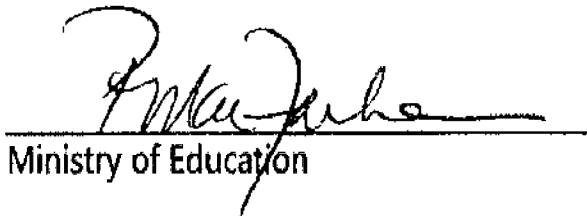
1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of \$10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.

2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.
3. In the event of a dispute arising from the Interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. This letter replaces the letter between the parties signed December 14th, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

Original signed on June 7<sup>th</sup>, 2014 by:

  
BCPSEA

  
Support Staff Unions

  
Ministry of Education

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**SCHOOL DISTRICT NO. 35 (LANGLEY)**

**THE "EMPLOYER"**

**AND**

**CUPE LOCAL 1851**

**THE "UNION"**

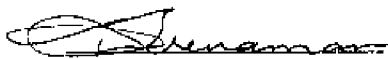
***Sick Leave Accumulation***

The parties have agreed that all employees of local 1851 who are eligible to accumulate sick leave shall accrue at the rate of 1 ¼ days/month during the term of the collective agreement. In accordance with Article 16. b. - Sick Leave Accumulation, the remaining ¼ days/month shall be converted to provide a wage increase equivalent to three (3) days of work (approximately 1.15%) annually for eligible employees.

New employees hired into positions where they are eligible to accumulate sick leave, will accumulate sick leave in accordance with this agreement and will receive the wage increase equivalent to three (3) days of work (approximately 1.15%) annually.

With this change in the accumulation of sick leave, local 1851 employees seeking an advance of sick leave pursuant to Article 16. c. - Sick Leave Advance shall be allowed to draw upon an advance of up to a maximum of fifteen (15) days sick leave providing they meet the requirements in the clause.

This letter of understanding will come in effect on January 1, 2015 and will expire on June 30, 2019 unless the parties mutually agree to extend it.



For the Union, CUPE Local 1851



For the Board of Education

School District No. 35

September 25, 2014

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**SCHOOL DISTRICT NO. 35 (LANGLEY)**  
**AND**  
**CUPE LOCAL 1851**

***Trial Four Day Work Week Summer 2000***

Recognizing that the primary responsibility is to maintain normal operations, the Parties agree to a four- day work week on a trial basis for the 2000 summer break, for employees employed on a twelve month basis on the following conditions:

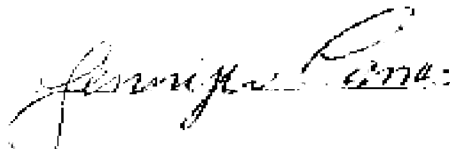
- Will apply during the first week of Summer Break and the last two weeks prior to school opening at the discretion of the supervisor.
- Regular weekly hours being worked in four days instead of five.
- The four day work week does not apply during weeks which contain a statutory holiday or during which vacation time is taken.
- Each department is required to maintain normal coverage required within that department for full week.
- There will be no additional costs to the Employer.
- A committee consisting of the Director, Facilities, Principals/Vice-Principals from Elementary and Secondary, a custodial representative, a maintenance representative will be formed to review the implementation and follow up of the 4 day week for July and August.
- Participation in the four day work week for the Maintenance Department will be compulsory.
- Will be renewed annually at the sole discretion of the employer.



For the Union

June 14 / 2011

Date



For the Board of Education,  
School District No. 35 (Langley)



February 24, 2012

***Framework Letter – Regionalization of School Districts***

Les Morrison, President, CUPE Local 1851  
Dale Trenaman, Vice-President, CUPE Local 1851 School District No. 35

Dear Les and Dale,

**RE: Framework Letter of Understanding between BCPSEA, School District No. 35 and CUPE, Local 1851**

This letter is to confirm the parties agreement as a resolution in part to the renewal of the 2006-2010 collective agreement between CUPE Local 1851 and the Langley School District. The District agrees, in good faith, to provide a letter to the British Columbia Public School Employers Association (BCPSEA) to request that the Langley School District be included in the Metro area for purposes of regionalization of School Districts.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Canas".

Jennifer Canas  
Assistant Superintendent, Human Resources

c Suzanne Hoffinan, Acting Superintendent  
David Green, Secretary-Treasurer  
Sherry Squires, Sr. Manager, Human Resources

School District 35 • 4875- 222<sup>nd</sup> Street, Langley, B.C. V3A 3Z7 • Tel: 604-534-7891 • Fax: 604-533-1115

**Framework Settlement 2012-2014**

**MEMORANDUM OF SETTLEMENT  
"Memorandum"**

**Between**

**BOARD OF EDUCATION for SCHOOL DISTRICT #35  
(Langley)  
"Employer"**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1851  
"Union"**

---

The parties to this Memorandum of Settlement agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

**Continuing Provisions of the Current Collective Agreement**

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2012 will be incorporated in their entirety into the revised collective agreement between the parties.

**Matters Pursued During Collective Bargaining By the Employer or Union**

All matters pursued during collective bargaining by the Employer or the Union and not expressly included in this Memorandum are considered to be introduced and withdrawn on a "without prejudice" basis.

**Effective Date**

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Memorandum.

## Changes to the Revised Collective Agreement

The July 1, 2010 - June 30, 2012 Collective Agreement will continue in force and effect until June 30, 2012 except as modified by the following:

Appendix "A" - Provincial Framework Agreement between BC Public School Employers' Association & CUPE BC K-12 Presidents' Council & Support Staff Unions dated September 18, 2013.

Appendix "B" - Local Memorandum of Agreement between the Board of Education for School District #35 (Langley) and the Canadian Union of Public Employees Local 1851, dated November 29, 2013 which sets out all other agreed changes to the Collective Agreement.

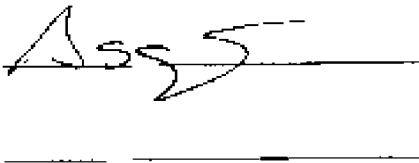
These changes shall be included in the 2012 - 2014 Collective Agreement.

### Ratification

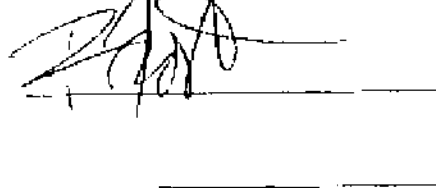
This memorandum is subject to ratification by the Board of Education for School District #35 (Langley), the BC Public School Employers' Association and the membership of CUPE Local 1851.

AGREED November 29, 2013

Board of Education for School  
District #35



CUPE Local 1851



**Appendix "A"**

**Provincial Framework Agreement ("Framework")**

**Between**

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

**And**

**The CUPE BC 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 and Boards of Education.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than Dec. 20, 2013.

**1. Term**

July 1, 2012 to June 30, 2014.

**2. Wage Increases**

Wages will increase by 3.5%. Increases will be effective on the following dates:

- July 1, 2013 - 1.0%
- February 1, 2014 - 2.0%
- May 1, 2014 - 0.5%

**3. The Support Staff Education and Adjustment Committee (SSEAC)**

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

- a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- b) a study of the potential for regionalization of wages

*Appendix ".A"*

- c) an exploration of the potential for a standardized extended health and dental benefit plan
- d) recommendations to address issues associated with hours of work and service delivery
- e) a review of practices in districts having modified school calendars and the resulting impact on support staff
- f) skills enhancement for support staff

**4. Recognition & Respect for Education Assistants**

- a) The Parties agree to establish a Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee will convene its initial meeting within six weeks of the ratification of support staff collective agreements.
- d) The Parties agree the Committee will be resourced with a fixed budget drawn from SSEAC funds to accomplish its work.
- e) The Parties agree that the Committee will complete its work in time to report back to the Parties for the next round of support staff bargaining.

Items previously agreed to (see attached):

Agreed Understanding of the term Education Assistant

Letter to the Ministry of Education requesting term Education Assistant be made applicable to legislation and regulations.

**5. Illness and Injury Leave, Costs and Replacement Policies**

Eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (OEIS) according to the JEIS policies of the PEBT.  
*Appendix "A"*

The provincial and local parties agree to investigate the use and cost of sick leave and Board staff replacement policies with a view to recommending best practices to the parties and the PEBT.

## **6. DrugPlan**

- a) The prescription drug provisions of the PEBT extended health plans will be amended, subject to paragraph (b), to provide coverage in accordance with the BlueRX Formulary and implementation of the BlueNet pay direct card.
- b) Bargaining units with existing drug card coverage and/or those using the Pharmacare formulary are not covered by (a). The provincial parties urge the local parties to seek ways, through local negotiations, to move towards this new provincial standard.

## **7. Letter of Understanding**

The parties agree to amend and renew the December 14, 2011 Letter of Understanding, including:

### **a) Dedicated Funding**

Dedicated funding in the amount \$100,000 to facilitate the next round of provincial bargaining.

### **b) PEBT**

The Parties agree to include the Settlors Statement on Accepted Policy and Practices of the PEBT as contained in the 2011 Letter of Understanding as an attachment to their local collective agreements.

### **c) Demographic, Classification and Wage Information**

The undertakings with respect to providing information contained in the 2011 Letter of Understanding are renewed.

## **8. Enabling Shared Services**

The Parties and representatives of the Ministry of Education will examine and discuss any impediments arising from, and the options to facilitate, the introduction of shared services.

*Appendix "A"*

**Signed this 18<sup>th</sup> day of September, 2013.**

**For BCPSEA**

**For the Unions**

*{Original signed by Bargaining Committee}*

*[Original signed by Bargaining Committee]*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Support Staff Provincial Discussion Agreed Upon Language**

**Add the following letter of understanding to each collective agreement where the parties are signatory to this agreement:**

Appendix ".A"

**LETTER OF UNDERSTANDING No.\_\_\_\_**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO.\_\_\_\_  
{"The Board"}**

**AND**

***[INSERT NAME AND LOCAL OF THE UNION]*  
("The Union")**

**Re: Agreed Understanding of the Term Education Assistant**

For the purposes of this collective agreement, where applicable, the term Education Assistant (EA) has the same meaning as *\_(Position Titles agreed to by the parties to be filled in by the employer and union local)\_* as found in the 2010- 2012 Collective Agreement and is not intended to alter or amend any terms or conditions of employment.

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
For The Board

\_\_\_\_\_  
For The Union

Signed this 18<sup>th</sup> day of September, 2013.

*[Original signed by Peter Cameron]*  
Peter Cameron  
BCPSEA

*{Original signed by Bill Pegler}*  
Bill Pegler  
CUPE

Appendix "A"



September 18, 2013

Claire Avison  
Assistant Deputy Minister, Governance, Legislation and Regulation Ministry of  
Education

Dear Ms.Avison:

As part of the framework discussions between the K-12 Support Staff Unions and BCPSEA, the parties have agreed that it is desirable to facilitate a transition from the term "Teacher's Assistant" to "Education Assistant".

The parties agree that "Education Assistant" more accurately describes the nature of the work in the current context and into the future. We respectfully request that consideration be given to the possibility that a similar change could be made to applicable legislation and regulations.

Yours truly,

*[Original signed by Peter  
Cameron]*  
Peter Cameron  
BCPSEA

*[Original signed by Bill Pegler]*  
Bill Pegler  
CUPE

*Appendix "A"*



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

Letter of Commitment

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

Original signed on December 14, 2011 by:

*[Original signed by Jacquie Griffiths]*

---

Jacquie Griffiths

Associate Executive Director

BCPSEA

Attachment 2

**Memorandum: To All Member School Districts and Support Staff Unions**

**Settlors Statement on Accepted Policy and Practices of the PEBT**

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

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

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

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

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

For further clarification please contact your BCPSEA or CUPE representative.



*Appendix "B"*

**Appendix "B"**

**Local Memorandum of Agreement**

**Between**

**the Board of Education for School District #35 (Langley)**

**and**

**the Canadian Union of Public Employees Local 1851**

**The parties hereby agree to the following amendments to the 2010-2012  
Collective Agreement:**

Each signed off item is attached for reference.

<b>Article</b>	<b>Item</b>
2. a.	Definitions
2. f.	Time Duration Employees (New)
7. b.	Labour/Management Liaison Meetings
8	Grievance Procedure and Arbitration
11. b.	information in Postings
11. d.	Temporary Vacancy
14. .	Statutory Holidays
16. d. i.	Sick Leave Deductions – Medical/Dental Appointments
16. d. ii.	Sick Leave Deductions – Family Illness
16. i.	Approved Medical Leave or Long Term Disability
17. b.	Leave for Negotiations
17. c. i.	Leave for Union Duties – Short Term
17. c. ii.	Leave for Union Duties and/or Public Duties
17. e.	Bereavement Leave
17. m.	Supplementary Family Illness Leave
18	Payment of Wages and Allowances
20	Employee Benefits
20. e.	Joint Early Intervention Services/Long Term Disability
25	General Conditions
25. h.	General Conditions – Mileage
LOU's	Sexual and Personal Harassment/Reinstatement of Sick Leave (Renew)
	Trial Four Day Work Week - Summer 2000 (Renew)
	Substitute Employees on the Call Out List (Renew)

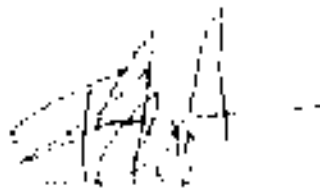
**Appendix "B"**

**Framework Letter – Regionalization of School Districts  
(Renew)  
Separate Call Out and Overtime List (Renew)**

Dated the 29<sup>th</sup> of November, 2013



School District #35 (Langley)



CUPE Local 1851


## Provincial Framework Agreement

CUPE, Local 1851 and the Board of Education, School District No. 35 agree to recommend the Support Staff Provincial Framework Agreement 2013 for inclusion in the collective agreement between the parties.



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For the Union, CUPE Local 1851



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For the Board of Education  
School District No. 35

October 9, 2013

**LETTER OF UNDERSTANDING**

**BETWEEN CUPE LOCAL 1851**

**AND**

**SCHOOL BOARD OF EDUCATION (35 LANGLEY)**

***SUBSTITUTE EMPLOYEES ON THE CALL OUT LIST***

Whereas the Board and the Union have agreed that it is essential for the District to have a reliable and available substitute employee work force; and

Whereas there are issues regarding the reliability and availability of substitute employees on the call out list, the parties agree to the following:

- Establish a Joint District/Union Committee made up of two (2) representatives of the Union and two (2) representatives of the District;
- The purpose of the committee is to develop a process to ensure that substitute employees are aware and comply with the expectations for maintaining their substitute employee status on the substitute call out list;
- Determine the process for removal of substitute employees from the substitute call out list who are not meeting the requirements for maintaining their substitute employee status.

Once the Joint Committee has fulfilled its mandate pursuant to this Letter of Understanding, the Human Resources Department will monitor the effectiveness of the process agreed upon by the Joint Committee. Should either party determine that changes may be necessary to fulfill the parties' objective under this Letter of Understanding, the Joint District/Union Committee may be reconvened to examine and review the process of maintaining a reliable and available substitute employee workforce.

SIGNED FOR THE UNION

Leanne

SIGNED FOR THE EMPLOYER

Jennifer Cross

February 24 2012  
Date

## ***IIC #2 – General Wage Increase***

### **LETTER OF UNDERSTANDING**

#### **BETWEEN CUPE LOCAL 1851 AND SCHOOL DISTRICT NO. 35 (LANGLEY)**

Whereas the Board and the Union have agreed that the following conditions pursuant to IIC #2 and all previously agreed to items conclude the renewal of the Collective Agreement. The parties agree as follows:

- the Board pays a 1% wage increase retroactive to 1999 01 01.
- the Board agrees to convert approximately .64% of the 2% wage increase effective January 1, 2001 for the purpose of achieving 100% employer paid benefits for medical, extended health and group life.
- for the period January 1, 2002 to June 30, 2003, a wage increase equivalent to wage increases negotiated in the broad public sector, such as between the Public Service Employee Relations Commission (PSERC) and B.C. Government & Service Employees' Union (BCGEU), the Health Employers Association of B.C. (HEABC) and the health care unions, the B.C. Public School Employers' Association (BSPSEA) and the B.C. Teachers Federation (BCTF). In the event a dispute arises, it shall be referred to Irene Holden and Vince Ready for a final and binding, resolution.
- wage increase of 1%, effective January 1, 2002.
- the parties agree to fulfill the intent of the Accord and no layoffs of CUPE employees after September 30<sup>th</sup> for the duration of the school year. Staff changes that become necessary during the school year will be dealt with through the process outlined in Article 12 (Layoff and Recalls), and where if, after September 30<sup>th</sup>, there were no available positions, then the individual would be placed on the casual list on a float basis with equivalent hours and rate of pay until the end of the school year.
- Article 9(±) will be implemented with current substitute employees successfully completing a 45 day probationary period commencing 2001 01 22 upon which regular seniority will be calculated from the number of consecutive days worked prior to June 15, 2000. An approved leave of absence of up to two (2) days shall not constitute a break in continuous work. New substitute employees upon successful completion of a 45 day probationary period, will have their seniority date calculated to the original date of hire.

- The shift premiums as per Article 13(a) (ix) retroactive to 2000 06 15.
- The boot allowance as per Article 27 retroactive to 2000 06 15.
- The term of the Collective Agreement is July 1, 1999 to June 30, 2003.

Jennifer Lomas  
for the Board

Alena E. Ball  
for the Union

Dec. 22/2000  
Date

**Modification to the Agreement**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**SCHOOL DISTRICT NO.35 (LANGLEY)**

**THE "EMPLOYER"**

**AND**

**CUPE LOCAL 1851**

**THE "UNION"**

1. The parties have agreed to modify the following provisions of the collective agreement:

Article 2 - Definitions

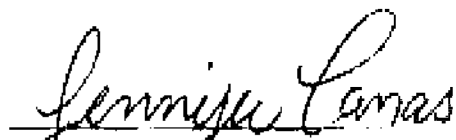
Article 17 (f)-Mourner's Leave

Article 23 (m) - Product Review Committee

Article 25 (g) - Custodial Standards and Job Frequency Schedule Labour Market Adjustment

2. The details of the agreed upon modifications are set out in the attached agreements.

AGREED TO THIS 20th DAY OF June, 2006

  
For the Employer

  
For the Union

***Ratification of New Collective Agreement***

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**SCHOOL DISTRICT NO.35 (LANGLEY)**

**THE "EMPLOYER"**

**AND**

**CUPE LOCAL 1851**

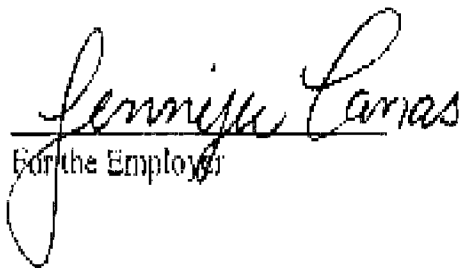
**THE "UNION"**

The parties to this agreement agree to recommend to their respective principals the ratification of a new collective agreement incorporating the changes set out in the following attachments:

Attachment #1- Letter of Understanding between Signatory School Boards and Signatory Support Staff Unions

Attachment #2 - Memorandum of Agreement dated 2006 06 20, which sets out all other agreed upon revisions to the collective agreement.

AGREED TO THIS 20th DAY OF June, 2006

  
For the Employer

  
For the Union

**Framework Settlement 2010-2012**

Appendix "A"

Letter of Understanding

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

The following items will form the basis of a framework for settlement between Support Staff Unions and Boards of Education in the K-12 Public Education Sector. This framework in its entirety will be incorporated into memorandum of agreement achieved between Support Staff Unions and Boards of Education no later than February 29, 2012.

**Term**

July 1, 2010 to June 30, 2012

**Wage Re-opener**

This memorandum of agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current round of collective bargaining.

The employer agrees that in the event that Government decides to modify the PSEC Mandate, as it applies to the entire Public Service and Public Sector, during the term of the collective agreement, the school district and the local support staff union will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the collective agreement.

**The Support Staff Education and Adjustment Committee**

1. The parties agree to continue and expand the scope of the Support Staff Education and Adjustment Committee (SSEAC) to include the following.
  - a. an examination and discussion of any impediments arising from and the to facilitate the introduction of shared services.
  - b. a focus on best practices to integrate skill development for support staff employees with district goals and student needs
  - c. a study of the potential for regionalization of wages and benefits
  - d. an investigation of benefit standardization for the purpose of additional efficiencies during the life of the collective agreement
  - e. recommendations to address issues associated with hours of work and service delivery
  - f. a review of practices in districts having modified school calendars and the resulting impact on support staff
  - g. skills enhancement for support staff

There will be a total of \$550,000 allocated for the purposes set out above. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

2. The funds stipulated in Item 1 of the LOA - Class Organization Fund will be allocated in accordance with the following principles:
  - a. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
  - b. This advice will include recommendations that be directed to expanding services for students. Examples of initiatives include enhancing incremental EA hours for initiatives such as consultations, collaborative planning meetings, student coverage and innovative practices for existing EA positions working more than 10 hours per week and less than 35 hours per week.
  - c. Support staff local unions and Boards of Education will formulate a plan for the above funds.
  - d. SSEAC will review such plans and provide input to the Ministry of Education.

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

The employer will, subject to the availability of the data, provide the following information.

Every October 1st, the union will be provided with detailed bargaining unit demographic, earnings and job classification information for all reported bargaining unit members from the previous school year in Microsoft Excel spreadsheet format. This information will comprise the following data elements.

- School District employer
- Years of age (at the time of data submission)
- Gender
- Position code
- Current wage level
- Status (Permanent/Temporary/Casual)
- Annual hours of work
- Years of work experience with the current employer

BCPSEA will provide a Letter of Commitment regarding data as found in Attachment 1.

### **PEBT**

The employer agrees to append the letter found in Attachment 2 to support staff collective agreements re: Public Education Benefits Trust for information purposes.

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.

### **Provincial Bargaining**

At least six (6) months prior to the expiry of collective agreements between K-12 employers and support staff unions, representatives of employers and support staff unions shall meet to discuss the process of provincial bargaining for the next round of collective bargaining.

There will be a total of \$200,000 allocated for the costs associated with provincial discussions related to bargaining.



Dated this 14<sup>th</sup> day of December, 2011

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

CUPE & Support Staff Unions

BC Public School Employers' Association  
& Boards of Education

*Cliff D. Rawson*  
*John Pulido*  
*Louanna Brown*  
*Christa Gooch*  
*Daphne Ross*  
*Mirya*  
*W.A. Lee*  
*Robert MacLeod*  
*L. Brown*

*Renzo del Negro*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

Attachment 1



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

Letter of Commitment

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

Original signed on December 14, 2011 by:

"Jacquie Griffiths"  
Jacquie Griffiths

Associate Executive Director

BCPSEA

Attachment 2

**Memorandum: To All Member School Districts and Support Staff Unions**

**Settlors Statement on Accepted Policy and Practices of the PEBT**

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

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

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

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

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

For further clarification please contact your BCPSEA or CUPE representative.

Appendix "B"

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

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

RE: CLASS ORGANIZATION FUND: Support Staff Priorities

WHEREAS:

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

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

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

THEREFORE;

The parties hereby agree as follows:

1. Funding will be allocated as follows:
  - \$7.5 million for year one, for the school year commencing September 2012, and
  - \$7.5 million per year for each year thereafter.

2. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.

3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. It is a fundamental term of this Agreement that the Ministry will take all steps necessary to implement this Agreement including through introducing legislation to ensure its continuing validity. This Agreement is subject to the necessary legislative authorities existing, which will make it effective and remain in effect.

Original signed on December 14, 2011 by:

"Hugh Finlayson"  
BCPSEA

"Terry Allen"  
Support Staff Unions

"Rick Davis"  
Ministry of Education

**Cost Savings – PEBT Core LTD Plan**

LETTER OF UNDERSTANDING

BETWEEN


SCHOOL DISTRICT NO. 35 (LANGLEY)


AND

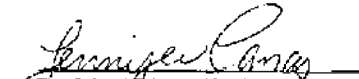
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS 1260 AND 1851

Further to the Letter of Understanding dated 2003 05 21, the parties agree:

- That the provincially fully funded PEBT Core LTD Plan was revised effective September 1, 2005 to include the same level of coverage as the PEBT Core LTD Plan and the Optional Plan.
- The retroactive cost savings for the period March 1, 2003 to September 1, 2005 is calculated to be \$107,500. This amount represents the difference between the rate paid for the District LTD plan (\$121,000), just prior to the implementation of the PEBT Core Plan in 2003 and the annual premiums paid by the District between March 1, 2003 to August 31, 2005 for the Optional Plan (\$78,000).
- The \$107,500 will be paid as a one-time payment calculated on the total regular hours worked between March 1, 2003 to August 31, 2005 and will be payable to all current employees on the PEBT Plan as at March 31, 2006.  
(\$121,000 - \$78,000 = \$43,000 -f. 12 X 30 months= \$107,500).
- That a percentage increase of .54% is payable to all current employees as at March 31, 2006 retroactive to September 1, 2005.
- This percentage increase was based on the annual premiums of the School District No. 35 LTD Plan (\$121,000) just prior to the implementation of the PEBT LTD Plan in March, 2003.

  
For CUPE Local 1260

  
For CUPE Local 1851

  
For School District No. 35 (Langley)

2006 05 05  
Date

**Framework Settlement 2006-2010**

**Letter of Understanding (LOU)**

**Between**

**BC Public School Employers' Association**

**And**

**School Boards who are Signatories to this LOU**

**And**

**Support Staff Unions who are Signatories to this LOU**

The parties to this Letter of Understanding are the BC Public School Employers' Association (BCPSEA), school boards who are signatories to this LOU, and the support staff unions who are Signatories to this LOU.

The terms set out below represent a full and final settlement of all outstanding cost issues between the parties who are signatories to this LOU. All outstanding cost demands not specifically addressed below are deemed to be withdrawn.

Subsequent to the execution of this document, the local parties will prepare and execute a Memorandum of Agreement incorporating the terms set out herein, together with any other non- cost issues agreed to between the parties.

It is understood and agreed that the obligations of school districts set out in this Letter of Understanding shall be of no force and effect unless a collective agreement has been reached by the affected local parties prior to June 30, 2006, and subsequently ratified.

**Term**

July 1, 2006 to June 30, 2010

## **General Wage Increase**

July 1, 2006	2%
July 1, 2007	2%
July 1, 2008	2%
July 1, 2009	2%

## **Incentive Payment**

Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the School District at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum incentive payment.

The following principles for distribution shall guide the parties in the distribution of this one- time funding:

- The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1, 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro- rated for the fraction of full-time work over this period that the employee worked.
- The one-time payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
  - maternity or parental
  - short-term disability
  - long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date
  - leaves granted to employees in receipt of worker's compensation benefits

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

Subject to the allocated funding above, the local and the district may also choose to allocate the funds in a manner consistent with the district's staffing structure.

### **Public Education Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee**

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
  
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:
  - a. an employee demographic analysis; and
  - b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

In the event the Committee cannot agree on any of the matters within its jurisdiction, these matters will be referred to Mark Brown for mediation and, if, necessary final adjudication.

### **Skills Enhancement and Retraining Funding**

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.
  
4. The funding will be available to all support staff employees whose support

staff unions become signatories to this Letter of Understanding.

5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

### **Apprenticeship Opportunities Funding**

6. The Committee will be provided with a one-time payment equal to a maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005- 2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to facilitate and support apprenticeship opportunities in British Columbia school districts.
7. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
8. Upon request, the Committee shall provide to the Ministry of Education a report in the form and matter prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

### **Apprentice Sponsor Funding**

9. The Committee shall be provided with funding in the following maximum amounts, pro- rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2007 \$828,000

July 1, 2008 \$828,000

July 1, 2009 \$828,000

10. It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.

11. The funding will be available to all support staff employees whose bargaining agents become signatories to a Letter of Understanding containing the terms and conditions outlined herein.
12. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
13. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

### **Workforce Adjustment Committee Funding**

14. The Committee will be provided with a one-time payment equal to a maximum of \$4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005- 2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.
15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

### **Labour Market Adjustment Fund**

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:
  - i. Demonstrating evidence of recruitment or retention difficulties;
  - ii. Providing relevant market data that specifically includes

- employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
- iii. Identifying which occupations and the number of employees that will be affected by the adjustment;
- iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
- v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

Adjustments proposed under this paragraph must be funded through demonstrable cost neutral trade-offs.

18. In addition, the Committee shall be provided with Labour Market Adjustment funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below):

July 1, 2007 \$1,656,000  
 July 1, 2008 \$828,000  
 July 1, 2009 \$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.

21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

### **Trades Adjustment**

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2006 \$1,656,000

July 1, 2007 \$828,000

July 1, 2008 \$828,000

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.

25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

#### **Liaison on Education Policy Matters**

26. The Minister of Education will establish scheduled opportunities for representatives of support staff unions to discuss education policy matters that have employment implications for their bargaining unit members.

#### **Education Assistants Committee**

27. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistant working hours and not being paid.

28. The parties agreed to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The Committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

#### **Long Term Disability and Joint Early Intervention**

29. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.
30. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
- a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
  - b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.
31. 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.

### **Fiscal Dividend**

32. Each Memorandum of Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus.

#### **THE PARTIES AGREE AS FOLLOWS:**

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

#### **1.0 Fiscal Dividend:**

- 1.1 If fiscal dividend funds are determined to be available, upon receipt of funding from the government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, a published in the audited financial
- ii. statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- iii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iv. The quantum of the Fund will be constrained the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- v. Additionally, the Fund will be proportioned all groups of public sector employees by ratio of group population to total population participating.

- 1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.
  
- 1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period of September 1, 2009-June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight- time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:

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