

COLLECTIVE AGREEMENT

Between

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 79
(Cowichan Valley)

And

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 5101

July 1, 2019 – June 30, 2022

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A COLLECTIVE AGREEMENT

FOR THE PERIOD

July 1, 2019 – June 30, 2022

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 79 (COWICHAN VALLEY)
(Hereinafter called "The Board")

PARTY OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5101
(Hereinafter called "The Union")

PARTY OF THE SECOND PART

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

1. to maintain and improve the harmonious relations and settled conditions of employment between the Board and the Union;
2. to recognize the mutual value of joint discussion and negotiations;
3. to encourage efficiency in operation;
4. to promote the morale, wellness and security of all the employees in the bargaining unit of the Union.

AND WHEREAS for the purpose of implementing the spirit and intent of the foregoing and without surrendering any rights of the Board, it is agreed that changes in policy affecting the employees' security will be discussed with the Union prior to implementation.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees of School District No. 79 (Cowichan Valley) for whom this Union has been certified be drawn up in an Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Board reserves the sole right to hire and place employees subject only to the reservations as contained in this Agreement.

1. DEFINITIONS

(a) Regular Employee

An employee who has completed the employee's probationary period.

(b) Probationary Employee

An employee who is serving a three (3) month probationary period in a regular position to determine the employee's suitability as a Regular Employee.

(c) Casual Employee

An employee who is hired to fill in for absent regular employees on an irregular and unscheduled basis or is hired to fill a specific work requirement which is expected to be of limited duration.

Whenever a Casual employee fills a temporary position in excess of three (3) months of continuous service, the employee shall be redesignated to "regular employee" status.

(d) Temporary Position

"A temporary position is one created to fill a specific work requirement which is anticipated to be of limited duration. All temporary positions in excess of sixty (60) work days shall be posted as per Article 16(f)(x). Temporary positions may be filled by either a casual employee or a regular employee, dependent upon the requirements of the position. Prior to establishing and filling a temporary position of twenty-one (21) days or more, it will be discussed with the Union to mutually establish the anticipated duration, the best manner of filling such a position, and the consequences of it being filled by a regular employee."

(e) Retirement

Is the termination of employment in conformity with the provisions of the Pension (Municipal) Act.

(f) Resignation

Any voluntary termination of employment other than retirement.

(g) Call-back

A "call-back" occurs only when an employee is brought back to work after having officially completed the employee's duties for the day or week and has left the job in a normal manner.

(h) Ten (10) months of continuous service shall constitute a full year of service for all purposes of this Agreement.

2. MANAGEMENT'S RIGHTS

The management of the work force and of the methods of operation is vested exclusively in the Board, except as otherwise specifically provided in this Agreement, and subject to grievance procedures.

3. RECOGNITION AND NEGOTIATIONS

- (a) The Board recognizes the Canadian Union of Public Employees and its Local 5101 as the sole and exclusive collective bargaining agency for all of its employees save and except those specifically excluded by agreement or by law and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

The parties hereby agree to arbitrate the scope of the bargaining unit pursuant to Article 13.

- (b) Work of the bargaining unit: Work normally assigned to people within the bargaining unit shall not be undertaken by people outside the unit except in cases mutually agreed to by both parties.

4. HARASSMENT AND DISCRIMINATION

- (a) Discrimination

There will be no discrimination against any employee or applicant for any position covered by this agreement on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment of that person, or participation in the activities of the Union.

- (b) Bullying and Harassment (Including Sexual Harassment)

- (i) The Board is committed to providing a workplace where bullying and harassment, which includes sexual harassment, are not acceptable or tolerated.
- (ii) Sexual harassment shall be defined as any rejected or unwelcome sexual comment, suggestion or physical contact that creates an uncomfortable working environment for the recipient, made by a person who knows or ought to know it is unwelcome, and includes a reprisal made after a sexual advance is rejected.

- (iii) Harassment shall be defined as intentional, offensive comments and/or actions designed to demean and/or belittle an individual.
- (iv) In the event an Employee reports an incident of alleged bullying and harassment to the Board in which the Employee believes he or she has been the target of such bullying and harassment, the Employer will promptly conduct an investigation. The purpose of the investigation is to determine whether or not the incident is bullying and harassment.
- (v) If an incident is found to be bullying and harassment, the District will take action to ensure that the bullying and harassing behaviour stops.
- (vi) Any grievance concerning the Board's investigation or the action it takes to ensure that the bullying and harassing behaviour stops shall commence at Step III as outlined in Article 12.

5. UNION SECURITY

- (a) The Board agrees that all present employees covered by the terms of this Agreement shall, as a condition of continued employment, become and remain members of the Union.
- (b) All new employees covered by the terms of this Agreement shall, within thirty (30) days of their employment, become and remain members of the Union as a condition of employment.
- (c) The Board shall require all new employees to execute an Assignment of Wages in duplicate, the forms to be supplied by the Union.
- (d) In the event that an employee fails to comply with the provisions of Clause (c) above, the Board shall forthwith terminate the employee's employment.

6. CHECK-OFF OF UNION DUES

- (a) The Board agrees to honour a written assignment of all dues and assessments and will forward all monies so deducted to the Treasurer of the Union. The Union agrees to supply the Board with a letter stating that the assessment was duly authorized at a general meeting with the date of the meeting indicated.
- (b) Deductions shall be made from the bi-weekly payroll period and shall be forwarded to the Secretary-Treasurer of the Union accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made, together with the amounts and hours worked in each case.

(c) Dues Receipts

At the same time that income tax (T-4) slips are made available, the Board shall note the amount of union dues paid by each member in the previous year.

7. THE BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES

(a) New Employees

The Board agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in the articles dealing with Union security and deductions of union dues.

(b) Copies of Agreement

New employees shall be presented with a copy of this Agreement by the Board on commencement of employment.

(c) The Board agrees to forward a copy of the letter of appointment sent to each new employee to the Union Secretary.

(d) The Union agrees to give the Board a letter for issuance to each new employee setting out their obligation to the Union.

8. CORRESPONDENCE

Any correspondence arising out of this Agreement or incidental thereto shall pass to and from the Secretary-Treasurer of the Board or the employer's designate and the President, CUPE Local 5101, or a designate.

9. COMMITTEES

(a) Joint Consultation Committee

(i) A Joint Consultation Committee, established under Section 53 of the Labour Code of British Columbia, shall have the mandate to facilitate communication between the Board and the Union.

(ii) The Committee shall comprise of eight (8) members in total with each party to the Agreement having four (4) representatives. The Board's representation shall have at least two (2) Trustees as members. The Chair of the Committee shall rotate annually between the parties.

(iii) Either party may request a meeting of the committee. The Committee shall convene a meeting within fourteen (14) days of such a request.

(b) Labour Management Committee

A Labour Management Committee shall be established.

(i) Membership

The membership of the Committee shall total eight (8) with each party nominating four (4) members. The representatives from the Board shall be the Superintendent of Schools or their designate, the Secretary-Treasurer and members of the Administrative Staff of the Board named by the Board. The Committee shall be chaired on a meeting rotation basis by a member from each party. A secretary shall be appointed by the Committee and the minutes from each meeting shall be circulated to all work sites in the School District.

(ii) Meeting Schedule

The Committee shall meet at least bi-monthly on a regularly scheduled date during working hours but may also meet upon request of either party. Such special meetings shall be held within five (5) days of the request being made, during working hours, and the agenda for the regular meetings shall be published to the members of the Committee at least five (5) days prior to the meeting date. No employee shall suffer loss of pay for time spent in the work of the Committee.

(iii) Function

The purpose of the Committee is to review in general terms questions of general working conditions and suggestions/proposals for better operation of the District, and to endeavour to make improvement of the operations that may avoid misunderstandings and the filing of grievances.

The Committee shall not have jurisdiction over any matters that are subject to the collective bargaining process, or the administration of the Collective Agreement. Nor shall the Committee have the power to bind the parties to the Collective Agreement to any decision or conclusions reached in their deliberations.

10. LABOUR MANAGEMENT RELATIONS

(a) Bargaining Committee

A Bargaining Committee shall be appointed. The Board's representatives shall include at least one (1) Trustee, and there shall be not more than six

(6) representatives of the Union. The Union will advise the Board of the Union nominees to the Committee.

(b) Function of Bargaining Committee

All matters of mutual concern pertaining to rates of pay, hours of work, collective bargaining and working conditions, shall be referred to the Bargaining Committee for discussion and settlement.

(c) Representatives of The Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Board. Such representatives shall have access to the Board's premises in order to investigate and assist in the settlement of grievances providing the representatives shall first request such access from the Secretary Treasurer.

(d) Meeting of Committee

In the event that either party requests a meeting of the Committee, such requests shall be made in writing and shall indicate the subject matter proposed for discussion. The meeting shall be held at a time and place fixed by mutual agreement.

(e) Technical Information

The Board shall make available to the Union, on request, information required by the Union such as job descriptions, position in the bargaining unit, job classifications, wage rates, pension and welfare plans, required for collective bargaining purposes.

(f) Negotiations

Any four (4) employees of the Board on the Union's Bargaining Committee shall be allowed leave of absence with pay for the purpose of contract negotiations with the Board. Where permission by the appropriate member of the Executive Staff has been granted to members of the Union to leave their employment temporarily in order to carry on negotiations for the Union with another employer, such leave shall be granted without pay.

11. RESOLUTIONS AND REPORTS OF THE BOARD

The Board agrees that any reports or recommendations about to be made to the Board or a Committee of the Board dealing with matters in any way affecting its employees will be communicated to the Union before they are dealt with by the Board or a Committee of the Board, so as to afford the Union a reasonable opportunity of considering them and if necessary speaking to them when they are dealt with by the Board. Members of Local 5101 will become formally involved in Board committees.

12. GRIEVANCE PROCEDURE

(a) Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Board acknowledges the rights and duties of the Union Grievance Committee and the Union stewards. The steward may assist any employee which the steward represents in preparing and presenting the employee's grievance in accordance with the grievance procedure.

(b) Settling of Disputes

Should a dispute arise between the Board and any employee regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation has been made that this Agreement has been violated, or should any other dispute arise, an earnest effort should be made to settle the dispute in the following manner. Any differences arising between the parties shall be brought forward within twenty (20) working days of the alleged occurrence of a dispute and resolved without work stoppage. All grievances and replies shall be in writing.

Step 1

Within ten (10) working days the steward shall attempt to resolve the dispute with the employee's immediate supervisor. The supervisor shall respond, in writing, within three (3) working days. Failing settlement, then

Step 2

Within ten (10) working days of the completion of Step 1, the Union Grievance Committee and the Secretary-Treasurer shall attempt to resolve the dispute. The Secretary-Treasurer shall respond, in writing, within ten (10) working days. Failing settlement, then

Step 3

Within ten (10) working days of the completion of Step 2, the Union Grievance Committee and a designate of the Board, along with at least one (1) School Trustee, shall attempt to resolve the dispute. The employer shall respond, in writing, within ten (10) working days. Failing settlement, then

Step 4

Within fifteen (15) working days of the completion of Step 3, the grievance may be referred to arbitration by either party.

(c) Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the grievance will go directly to Step 3.

(d) No employee will be required to attend interviews with management on the subject of the grievance without Union representation.

(e) Time limits to the grievance procedure may be extended by mutual consent of the parties.

(f) Processing of Grievances

In order to carry out negotiations with the Board with respect to a grievance, employees shall suffer no loss of pay for the time so spent, it being understood that permission for such leave shall first be obtained from the Secretary Treasurer.

13. ARBITRATION

(a) Should a dispute not be resolved in accordance with Article 12 above within fifteen (15) working days of completion of Step 3 of the grievance procedure then the matter shall be referred to a Board of Arbitration of three (3) members. One (1) member shall be appointed by the Board and one (1) by the Union. The third member shall be the Chair of the Arbitration Board and shall be appointed by the two members appointed by the parties. Should the parties' appointees be unable to agree on a Chair within five (5) days of the appointment of the member last appointed, then the Chair shall be appointed by the Minister of Labour of the Province of British Columbia. The majority decision of the Board of Arbitration shall be final and binding upon the Board, the Union, and the employee(s) concerned. Each party shall pay the expenses of their appointees and one-half of the expenses of the Chair.

(b) Should the Board of Arbitration find that an employee has been suspended or dismissed for other than cause, the Board of Arbitration may direct the Board to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by such suspension or discharge, or such lesser sum as in the opinion of the Arbitration Board is fair and reasonable.

(c) Wherever a stipulated time limit is mentioned in this Agreement, the said time limit may be extended by mutual consent of both parties.

(d) Single Arbitrator

Notwithstanding the above, the parties may by mutual agreement refer the dispute to a single arbitrator, with each party sharing equally in the costs of the arbitrator.

(e) Alternate Arbitration Process

- (i) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, an arbitrator agreed to by the parties, shall at the request of either party,
- (1) investigate the difference;
 - (2) define the issue in the difference; and
 - (3) make written award to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

- (ii) The parties may invoke Sections 87, 104 or 105 of the B.C. Labour Code to facilitate the settlement of grievances.

(iii) Decision Under This Section

Where this Section is utilized rather than arbitration being implemented, the decision shall be final, binding and enforceable on all parties.

14. DISCHARGE, SUSPENSION AND DISCIPLINE

- (a) An employee to be discharged or suspended by the Superintendent or designate, or the Secretary-Treasurer, for just and reasonable cause, shall be given the reasons in the presence of the Union Steward and the reasons shall be confirmed in writing to the employee concerned and the Union.

- (b) Unless otherwise decided under the grievance procedure, suspension will mean loss of pay for the time or the duration of the suspension.

(c) Crossing of Picket Lines

The Board agrees that no employee shall be required to cross any picket line legally established by a bona fide trade union.

- (d) Members of the Canadian Union of Public Employees Local 5101, employed by School District No. 79 (Cowichan Valley) will not be required to handle the products of firms that have been declared "hot" by an edict issued by the B.C. Federation of Labour. Products already purchased in transit or on hand prior to the commencement of such an action shall not be considered as "hot cargo".

(e) Political Action

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, B.C. Federation of Labour or

Canadian Union of Public Employees. Local 5101 will endeavour to give the Board as much notice as possible in the event of any action.

(f) Right to have Steward Present

An employee shall have the right to have the employee's steward present where a supervisor intends to interview an employee for disciplinary purposes. The supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact the employee's steward to be present at the interview.

(g) Personnel Records

An employee shall have the right at any time to have access to and review the employee's personnel records.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

An employee shall have the right to make copies of any material contained in the employee's personnel record.

Upon request of an employee, the Board will remove all disciplinary letters from that employee's personnel file that are three years old or older provided that there have been no disciplinary letters placed in the personnel file during the three years before the request.

When the employee is viewing the file an appropriate School District employee shall be present and the employee may be accompanied by an individual of the employee's choosing.

15. SENIORITY

(a) Seniority Defined

Seniority is defined as the length of service in the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force and recall, as set out in the other provisions of this Agreement.

Recognizing the provisions of Section 15(f), seniority shall operate on a unit-wide bargaining basis. When more than one (1) employee starts work on the same day, seniority will be determined using randomizer software.

(b) Seniority List

An up-to-date seniority list and job posting schedule shall be sent to the Union and posted on all bulletin boards in April and October of each year.

(c) Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of three (3) months from the date of initial regular appointment. After completion of the probationary period, seniority shall be effective from the original date of employment.

(d) Loss of Seniority

An employee shall only lose the employee's seniority in the event that the employee is discharged

- (i) for just causes and is not reinstated,
- (ii) if the employee retires or if
- (iii) the employee resigns.

(e) Seniority Accrual

Seniority, retroactive to the initial date of employment, shall be established following forty (40) working days of service as an employee within a six (6) month period following the date of entering employment. The six (6) month period shall be on a sliding scale.

Employees shall be eligible for benefits only after the successful completion of their probationary period as defined in Article 1(b).

(f) Education Assistants

The Board shall provide to the Union a preliminary list of Education Assistants positions prior to the annual Assignment meeting and a final list subsequent to September 30th in each year of the Education Assistants' positions established for the year.

(g) Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain the employee's seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit within a twelve (12) month period. If an employee returns to the bargaining unit within twelve (12) months, the employee shall revert to the employee's former position. If the former position no longer exists the employee shall be placed in a position of equal classification or where none are available a position of lesser classification consistent with the employee's seniority.

16. PROMOTIONS AND STAFF CHANGES

(a) Both parties recognize

- (i) the principle of promotion within the service of the Board;

(ii) that job opportunity should increase in proportion to length of service.

(iii) Skill enhancement or upgrading programs for which the District provides or pays tuition shall be available to employees currently in the assignment to which the program applies. If space is available it may be offered to other interested employees, at no cost to the Board.

Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications for the position applied for.

(b) All promotions or transfers by employee applications shall be for a trial period of three (3) months. If the staff change is not confirmed, or if the employee is unable to perform the duties, the appointee shall revert to the position held prior to the staff change.

If a further extension of the trial period is required, it shall be by mutual agreement between the Board and the Union. The employee shall have the option to revert to the position held prior to the staff change within seven (7) working days of that staff change. In the event an employee exercises the option to revert to the position held prior to the staff change, the newly vacated position will be awarded to the next senior, qualified applicant on the posting. Going to the next applicant can occur no more than twice. Should there be a third time, it will be reposted.

After the revert period, Employees in a permanent position must give a minimum of ten (10) working days' notice to vacate a position and return to the casual list.

(c) Acceptance of employment shall constitute acceptance of terms and conditions set out in this Agreement.

(d) When a new position is created or when a vacancy occurs, which shall include the resignation of an incumbent, the Board shall immediately notify the Union in writing. These vacancies shall be posted by the Board for a minimum of one week, so that all members will know about the vacancy or new position.

(e) Information in Postings

Such notice shall contain the following information: nature of position, location, qualification, required experience and education, shift, specific daily hours of work, pay grade.

Qualifications and requirements shall be those indicated on the job descriptions.

(f) Casual Work

- (i) Monthly, the Employer will create a list of all regular part-time employees and incorporate that list into a list of all casual employees which will become the callout list from which casual work is assigned.
- (ii) Casual work will be assigned to the most senior employee on the callout list who is available and qualified for the assignment.
- (iii) Casuals can be dispatched into blocks of work (more than 1 consecutive day).

Casuals assigned by the dispatcher to a block of work will be expected to complete the block in its entirety and by mutual agreement all extensions later added to the block.

Should the block be broken by the casual being unavailable for any reason other than medical, the casual loses the right to continue the block. A medical note may be requested by management.
- (iv) An employee wishing to be removed from the callout list must notify the Employer verbally if such removal is for less than two consecutive weeks, otherwise the employee must notify the Employer in writing.
- (v) A casual employee who is removed from the callout list pursuant to (iv) above will be deemed to have been granted special leave and the provisions of Article 24(d) will apply.
- (vi) It is expected that casuals will be available for work and will answer dispatch calls between 6:00 a.m. and 9:00 a.m. For the purpose of this article, verbally refusing work or failure to answer the phone call from dispatch during this timeframe will result in failure to respond.
- (vii) Ten (10) failures to respond to a call from dispatch during the twelve (12) month period (July 1st to June 30th) will result in a termination of employment.
- (viii) The Employer will notify the employee and the union in writing after eight (8) failures to respond that the employee only has two (2) more opportunities to fail to respond during a twelve (12) month period (July 1st to June 30th) before their name is removed from the callout list resulting in termination of employment.
- (ix) For casual work assignments from July 1st to the Labour Day Weekend in any year, the Employer will create a summer callout list made up of employees who, prior to June 15th of that year, indicate to the Employer that they wish their name to be placed on the summer callout list. For casual work assignments during the summer, (i), (iv) and (v) above do not apply.
- (x) Temporary positions of an anticipated duration of more than thirty (30) work days but less than sixty (60) shall be offered to part-time

employees on the list in order to allow them to increase their hours or gain full employment.

- (xi) When a temporary vacancy in excess of sixty (60) work days is created the position shall be posted and the one subsequent vacancy shall also be posted. Any further vacancy shall be filled from the list (i.e. an employee with less than full-time may elect to claim the vacancy).
- (xii) It is understood that temporary postings shall be filled by employees who, as a result of the posting, will receive additional hours or an increase in salary. Further, any employee claiming a temporary posting shall complete that posting before reverting to their regular assignments, starting another temporary position, or returning to the casual list.
- (xiii) Part-time employees who combine positions to increase their hours of work shall only be allowed to combine hours that are compatible.

(g) Temporary Transfer

The Board may, in emergent circumstances, with the consent of the Union and the affected employee, transfer an Education Assistant from one position to another for a period of not more than sixty (60) calendar days. No employee will suffer any loss of time, hours, wages and benefits. If transferred to a higher paying position the employee shall receive the rate of pay for that position. When an employee is transferred in accordance with the terms of this clause the employee's position shall be filled.

- (h) Should a student with a one-to-one (1:1) Education Assistant as determined by management move to a different school within the District, the incumbent Education Assistant shall have first priority for the relocation.

(i) Education Assistants Transfer and Posting Process

- (i) After September 30th (excluding the June staffing process for the subsequent school year), no Education Assistant will be laid off, no bumping by any Education Assistant will occur, and no posting of vacant positions will be required except as provided for in paragraph 3.
- (ii) For the purpose of eliminating the disruption to students caused by layoffs or postings of Education Assistant assignments, the Board will transfer Education Assistants, who otherwise would be laid off, to an assignment with equivalent hours, rate of pay, and the maintenance of benefits where applicable.
- (iii) The Board will post an Education Assistant vacancy that arises during the current school year only when there is no available qualified Education Assistant who would otherwise be laid off and

who may be transferred to the vacant position pursuant to paragraph 2.

- (iv) When there is a posting for an Education Assistant in accordance with paragraph 3, the posted position will be filled on a temporary basis. If the position continues for the subsequent school year, the position will be considered to be a vacancy for the June staffing process.
- (v) Assignment Meeting
 1. During the month of June or at any other time with the agreement of the Union, the District will hold an assignment meeting for the next school year in which employees with recognized qualifications (i.e. education, experience, current certification and skills) may apply for Education Assistant positions and, provided there are one or more qualified applicants for a position, the Board will award positions at that same meeting. The selection process will begin with the most senior education assistant or other employee who is qualified to be an education assistant. Employees will have the options as described in the following table depending on their employment status.

Options	Employee who holds a regular position that has not changed	Employee who has been bumped or their position has been deleted	Employee who has had their hours reduced or their position has been changed	Casual Employee
Retain their current position	Yes	N/A	Yes	N/A
Claim a vacant or a new position for which they are qualified	Yes	Yes	Yes	Yes
Bump into a position for which they are qualified	No	Yes	Yes	No

Options	Employee who holds a regular position that has not changed	Employee who has been bumped or their position has been deleted	Employee who has had their hours reduced or their position has been changed	Casual Employee
and have greater seniority than the incumbent				
Go on the Casual List	Yes	Yes	Yes	Yes

- I. An employee who is awarded an education assistant position and is later found to not be qualified for the position will be put on the casual list and the position will be posted.
- II. If an Education Assistant position becomes vacant during the assignment meeting, it will not be filled during the assignment meeting but will be posted.
- III. An employee who otherwise would have been laid off pursuant to paragraph 2 will be considered to have had their position deleted for the purposes of the assignment meeting.

2. This section replaces the posting and filling requirements that would otherwise be in effect.

(j) On-Site Clerical Designate

A principal determines the need for an on-site clerical designate to a head secretary. When an on-site clerical designate is required, it is determined based on clerical site seniority.

17. LAY-OFFS AND RECALLS

- (a) Although the Board does not desire to reduce the work force or hours of work, it is recognized that circumstances may require such action. In making such reductions, the Board and the Union will consult to ensure that such actions are orderly and taken so that seniority is applied.

Prior to any lay-offs or reduction in hours of work of regular employees, the Board will consult with the Union through the Union Executive. Consultation

may include examination of options other than layoff or reduction in hours of work, upon which the Board and the Union may reach agreement.

(b) Notice of Lay-off

The Board shall notify regular employees who are to be laid off fifteen (15) working days before the lay-off is to be effective. If the employee laid off has not had the opportunity to work fifteen (15) full days after notice of lay-off, the employee shall be paid in lieu of work for that part of fifteen (15) days during which work was not made available. All positions shall be posted through regular posting procedures. Any vacancies remaining unfilled by the competition process shall be filled by the recall process, and those qualified employees with recall rights shall be the first hired for such vacancies. This provision shall apply for a period of eighteen (18) months from the date of lay-off.

(c) Except as provided in Article 14, the Board, when terminating the employment of any regular employee, shall give one (1) month's notice, and any such employee may resign on giving the Board one (1) month's notice; provided that this clause shall not apply to temporary lay-offs.

(d) In the event of a lay-off, employees should be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less-senior employee.

It is understood that qualified means the ability to fully perform the duties of the job with a brief period of time allowed for familiarization.

It is also implied that the provisions of Article 16, Section (b), do not apply in the bumping process and period of familiarization.

(e) Employees shall be recalled in the order of their seniority if qualified.

(f) In the event of an employee being laid off, bumped or having the employee's hours reduced, the Board shall provide that employee and the Union with a complete list of job assignments and a current seniority list.

(g) An employee being bumped or an employee's position being eliminated or an employee leaving a position as a consequence of that employee's hours being reduced has the right of first refusal to revert to the employee's former position if, within sixty working days, that former position becomes open or is reinstated or the hours of the former position are restored.

18. HOURS OF WORK

(a) The thirty-five (35) hour working week is to be established policy of the Board for all employees and each day shall be of seven (7) continuous hours except for the interruption of time (not to count as work time) for meals, between the hours of 7:30 a.m. to 5:30 p.m., Monday to Friday inclusive.

- (b) Notwithstanding (a) above, the work week for the position of Building Technologist shall be thirty-seven and one-half hours (37½) and each day shall be of seven and one-half (7½) continuous hours except for the interruption of time (not to count as work time) for meals; between the hours of 7:30 a.m. and 5:30 p.m. Monday to Friday inclusive.

Notwithstanding (a) above, the work week for the positions of Network Systems Analyst, Systems Analyst Hardware Repair Technician and System Support Data Analyst and System Support Specialist I shall be forty hours (40) and each day shall be of eight (8) continuous hours except for the interruption of time (not to count as work time) for meals; between the hours of 7:30 a.m. and 5:30 p.m. Monday to Friday inclusive.

- (c) All personnel shall work five (5) consecutive days according to posting and Board policy, with the understanding that where the conditions of a special job require it, the work week may be changed for short periods of time. Notice of such change will be given not later than quitting time one (1) week in advance.

(i) An employee in a position that was posted as a five-day a week position must first give their consent before their work week may be altered to a three-day or a four-day work week. Such alteration of the work week shall be subject to approval by the Employer and the Union.

(ii) Five-day-a-week positions may, where the conditions of a special job require it, have the work week changed for short periods of time. Notice of such change will be given not later than quitting time one (1) week in advance. The Union shall be notified of such change.

(d) Four Hour Minimum Work Day

(i) The Board is committed to providing a minimum of four hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.

(ii) Exemptions from the four hour minimum:

- student/noon hour supervisors
- crossing guards
- small schools with fewer than seventy-five (75) students, in which case a two (2) hour minimum will apply
- other positions by mutual agreement

(iii) The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.

(iv) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.

(e) Rest Periods

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Board. To be eligible for both rest periods an employee must work in excess of a four-hour shift.

(f) Staff Development Days

(i) It shall be the policy of the Board to provide two (2) paid staff development days per year for employees. These days will be held on the days designated as Teachers' Provincial and Teachers' District professional development days. Employees will be required to attend activities/programs organized on those days. Employees who are required to work and unable to attend staff development days shall be provided alternate staff development opportunities as approved by their supervisor.

(ii) Programs for staff development days shall be organized by a joint committee of the Board and Union. The committee shall be comprised of four (4) representatives from each of the Board and the Union and shall be co-chaired by the parties on an annual basis.

(iii) There shall be established a Staff Development Fund and the Board contribution to this fund shall be seven thousand dollars (\$7,000) per year. Monies unspent in any year shall accumulate on a year-to-year basis.

The expenditure of these funds shall be upon the recommendation of the joint committee established in (f)(ii) above.

(iv) Where an employee is in attendance at a staff development day the hours of pay will be equal to the employee's regular daily hours of work, or the time of the in-service, whichever is the greater.

(g) Field Trips - Extended

When employees are required and have agreed to attend or participate in field trips which extend beyond their regular hours of work or overnight they shall receive pay as follows.

(i) Requests for field trips requiring payment of overtime under the provisions of this article must receive prior approval as required by the provisions of Article 19(a) of the Collective Agreement.

- (ii) On the first day of the trip the employee shall be paid straight time for all hours up to seven (7) hours per day; and for all hours worked in excess of seven (7) payment shall be as per Article 19(c) of the current agreement. This would apply to all days required to arrive at, or return from the destination.
- (iii) For each full day period spent at the destination the employee is guaranteed seven (7) hours pay per day, in accordance with the provisions of Article 18(a).
- (iv) During the period spent at the destination the employee will be on call for duty and if required to report to work will be paid in accordance with the provisions of Article 19(b).
- (v) Unforeseen expenses incurred by the employee during an extended field trip shall be reimbursed according to Board Policy when claimed on the appropriate Expense Claim Form.
- (h) No employee(s) shall lose time, wages or benefits for non-attendance at their regular work site when it is closed due to inclement weather unless an alternate work site is provided.
- (i) Where the need has been identified for release or additional time, such time shall be provided to Education Assistants to meet with other school or District educational staff. Such time shall receive the prior approval of the Superintendent or designate.
- (j)
 - (i) All regular employees, except Noon Hour Supervisors, are required to be on duty for their normal assigned shift when school is in session during the year.
 - (ii) Noon Hour Supervisors are required to be on duty each and every day students are in attendance and classes are in session.
- (k) The minimum call-out for a casual employee, excluding noon hour supervisors, is two (2) hours.

(l) Banked Time

An employee who, with the approval of their supervisor, agrees to work beyond their normal hours of work may choose:

- 1. to be paid at the appropriate rate or
- 2. to bank the equivalent amount of time.
- (i) An employee who chooses to bank the time shall record the time on a time sheet at the appropriate overtime rate as per Article 19.
- (ii) Banked time shall be drawn from the bank at times mutually agreed upon by the supervisor and the employee.
- (iii) Should the employee move to a position at a different location, the employee shall make every effort to draw the banked time prior to relocating.

- (iv) Should the employee resign or retire, every effort shall be made by the supervisor and the employee to ensure that any banked time is drawn prior to the retirement or resignation date. If it is not possible to draw all of the banked time, the employee shall be paid at the appropriate rate for the banked time remaining.
- (v) The employee and supervisor shall make every effort to draw all of the banked time prior to June 30th of each year. Time banked over the previous twelve (12) months that has not been drawn prior to June 30th of the year shall be paid at the appropriate rate of pay at the next pay period.

19. OVERTIME

- (a) All overtime work must be authorized by the Secretary-Treasurer or their delegate. The Board agrees to give whatever advance notice is possible whenever overtime is required, but no employee shall be required to work overtime against the employee's wishes when other employees are available.
- (b) Personnel called out for special or emergency work will be paid a minimum of four (4) hours pay at the appropriate rate.
- (c) Authorized time worked in excess of seven (7) hours per day or thirty-five (35) hours per week will be paid for at the rate of one and one-half (1½) times the employee's regular rate of pay.

Those employees referred to in Article 18(b) will be paid after seven and one-half (7 ½) or eight (8) hours per day or thirty-seven and one-half (37 ½) or forty (40) hours per week, as the case may be, at time and one-half (1 ½) times their regular rate of pay.

- (d) Overtime in excess of four (4) hours in any one day will be paid at double the employee's regular rate of pay, Monday to Saturday inclusive.
- (e) All Sunday work will be paid at double the employee's regular rate of pay. The Board agrees to keep Saturday and Sunday work to a minimum.

20. SPECIAL SHIFT DIFFERENTIAL

Personnel employed on a shift in which the hours are other than the regular day shift defined in Article 18 shall be paid a shift differential of forty-four cents (\$0.44) per hour for all hours worked outside the hours of 7:30 a.m. to 5:30 p.m.

Provided, however, that if the majority of the hours of such special shift occur after 4:00 p.m., then the forty-four cents (\$0.44) per hour shift differential shall be paid for the entire shift.

21. HOLIDAYS

- (a) Except as provided in Article 33, employees coming within the provision of this Agreement shall be entitled to the following statutory holidays with pay:

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

and any other day proclaimed as a holiday by the Provincial or Federal Government. Where the statutory holiday falls on a weekend, the provincial declaration shall apply. Authorized leave with pay, sickness, supported by a medical certificate, and authorized leave without pay of less than one week shall count as working days for the purpose of this Section.

- (b) Any time worked on a statutory holiday shall be paid at the rate of double time in addition to the employee's regular pay.

22. VACATIONS

- (a) Regular employees with the number of years of continuous service as of July 1 shown in column (a) of the following table will be granted, as annual vacation, the number of work days shown in column (b) or the percentage of total wages shown in column (c), whichever is greater.

(a) YEARS OF CONTINUOUS SERVICE	(b) WORK DAYS	(c) PERCENTAGE OF TOTAL WAGES	(d) ONE-TIME BONUS DAYS
Less than one year	1 ¼ days per month of service	6 ½%	
1-3	15	6 ½%	
4	16	6 ¾%	
5	17	7 %	
6	18	8 %	
7	19	8 ¼%	
8-11	20	8 ½%	
12	21	8 ½%	
13	22	8 ½%	
14	23	10 ½%	
15	25	10 ½%	5
16	26	10 ½%	

(a) YEARS OF CONTINUOUS SERVICE	(b) WORK DAYS	(c) PERCENTAGE OF TOTAL WAGES	(d) ONE-TIME BONUS DAYS
17	27	10 ½%	
18	28	12 ½%	
19	30	12 ½%	5
20	30	12 ½%	10
30	35	12 ½%	5

- (b) Long Service employees:
- (i) On an employee's 15th, 19th and 30th anniversary, the employee will be eligible for five (5) one-time (1x) bonus vacation days as shown in column (d) above. These bonus days must be scheduled as if they had been earned as of July 1st immediately following the employee's anniversary date.
 - (ii) An employee with twenty (20) years of continuous service will receive a "one-time bonus" of ten (10) consecutive days off with pay as a long-service bonus as shown in column (d) above.
 - (iii) Employees entitled to twenty (20) or more days of vacation may accumulate five (5) days of each year's entitlement for two (2) years for use in the third (3rd) year.
 - (iv) Twelve (12) month employees assigned to a school and ten (10) and eleven (11) month employees regardless of where they are assigned who are entitled to twenty (20) work days or more vacation may elect to schedule ten (10) days vacation while school is in session, where the operation of the District would not incur a major disruption.
- (c) Regular employees entitled to vacation days in accordance with this Article shall receive vacation pay based on:
- (i) the terms of their regular appointment, i.e., the number of hours related to their regular assignment and the equivalent amount of time calculated according to their length of service; or
 - (ii) the percentage of gross salary earned, including temporary assignments, calculated according to their length of service.
- (d) All temporary and casual employees shall receive vacation pay at the rate six and one-half percent (6 ½%) of earnings added to their gross earnings each pay period.
- (e) Employees who do not hold a position after the end of the school year will be paid out all unused vacation.

- (f) Every consideration shall be made to accommodate an employee's first choice for a vacation period with due consideration for the requirements of efficient operation.

23. SICK LEAVE PROVISIONS

- (a) After completion of the probationary period, regular employees who work at least one hour per month shall be entitled to sick leave on the basis of one and one-half (1½) working days per month. For record purposes the accrual shall be on a bi-weekly pay period basis and shall be shown on the pay statement accordingly.
- (b) Sick leave with pay will only be granted because of sickness, health reasons, or accident, except injuries incurred while in the employ of another employer. An employee may be required to provide proof of sickness or other appointment necessitating sick leave.
- (c) Sick leave shall include time off in case of illness within the immediate family. Such leave shall not exceed six (6) days per year. For this article, immediate family is defined as spouse (including common-law spouse/same sex partner), children (including step-children), foster children, parents (including step-parents), mother-in-law, father-in-law, grandchildren and grandparents.
- (d) Each employee will be advised as of April 30th of the current year of the number of hours accrued to the employee's credit.
- (e) Employees will notify their Supervisor as soon as possible if they are to be absent from duty because of sickness, health reasons or accidents, and are required to give the Supervisor at least twelve (12) hours' notice of their anticipated return to work if the absence is five (5) days or longer.
- (f) All sick leave credits are cancelled upon termination of employment, except as provided for in Article 26. When an employee is re-employed by the Board all sick leave days not used or paid out under Article 26 shall be credited to the employee's sick leave entitlement.

24. LEAVE OF ABSENCE

- (a) Union Business

Union Conventions: Leave without pay will be granted to not more than six (6) elected representatives of the Union to attend conventions. Total absence allowed shall not exceed sixty (60) man-days per year to attend Union conventions.

(b) Jury Duty

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

(c) Bereavement Leave

Up to three (3) days leave, with pay, will be granted on compassionate grounds in the case of death in the immediate family. For this article "immediate family" is defined as spouse (including common-law spouse/same sex partner), children (including step-children), and parents, step-parents and grandparents of the employee; parents, step-parents and grandparents of spouse, and brothers and sisters, grandparents, grandchildren and step-children, brother-in-law and sister-in-law, son-in-law, daughter-in-law, and foster children. Special consideration may be given by the Board in other cases of bereavement on request. The Board may grant additional time-off, with or without pay, beyond the three (3) days provided in this contract, dependent upon the circumstances.

(d) Special Leave

The Board may grant leave of absence without pay and loss of seniority for a period up to twelve (12) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Board.

If the leave granted is for a period of more than twelve (12) months no further seniority credit will accrue after the commencement of the twelfth month of the leave until the employee has returned to work. This provision will not apply to employees on leave for reasons of sickness, injury, maternity, or full-time union or public duties.

(e) Pregnancy Leave

(i) Where the provisions of the BC Employment Standards Act are superior to this article, the BC Employment Standards Act will prevail.

(ii) Upon request, a pregnant employee will be granted unpaid leave for a period of up to seventeen (17) consecutive weeks. The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than twelve (12) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period (Article 24(e)(vii)).

(iii) The period of pregnancy leave shall abut any period of Parental Leave taken under the provisions of Article 24(g).

- (iv) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy
- (v) Pregnancy leave shall be extended for up to an additional six (6) consecutive weeks of unpaid leave, if reasons related to the birth or termination or illness of the newborn child(ren) where a doctor's certificate is presented, or for the reasons related to the birth or the termination of the pregnancy.

(vi) Application for Leave

The request for pregnancy leave must be received, in writing, at least four (4) weeks prior to the proposed commencement of the leave and be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated.

(vii) Early Return and Emergency Situations

In the case of an incomplete pregnancy, death of the child or other special situations, an employee may return to work earlier than provided in the agreed-upon leave provided a minimum of ten (10) working days notice is given to the Board.

The employee intending to make an early return to work will submit a written application together with a medical certificate stating that the employee is fit to return to work.

(f) Adoption Leave

- (i) Upon request, an employee shall be granted an unpaid leave of absence for up to eighteen (18) weeks following the adoption of a child. The employee shall furnish proof of adoption. Such employee shall also be entitled to parental leave pursuant to Article 24(g).
- (ii) When both parents are employees of the Board, the total period of adoption leave to be taken by either or both parents is eighteen (18) weeks. The parents shall decide the periods of which either or both of them will take the leave, subject to the agreement of the Board.

(g) Parental Leave

An employee who requests Parental Leave shall be entitled to:

- (i) for a birth mother, immediately after the end of the pregnancy leave unless the employee and the Board agree otherwise; up to thirty-five (35) consecutive weeks of unpaid leave.
- (ii) for a birth father, after the child's birth and within fifty-two (52) weeks after that event; up to thirty-seven (37) consecutive weeks of unpaid leave.

- (iii) for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent. Up to thirty-seven (37) consecutive weeks of unpaid leave.
 - (iv) Where both parents are employees of the Board, the employees shall determine the apportionment of Parental Leave between them subject to the agreement of the Board. The total Parental Leave when shared between both parents shall not exceed thirty-seven (37) weeks.
 - (v) The request to take Parental Leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and be accompanied by:
 - a certificate of a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren); or
 - a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).
 - (vi) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under this provision.
- (h) Extended Pregnancy/Parental Leave
- (i) Upon written request at least four (4) weeks prior to the expiration of Pregnancy Leave, Adoption and/or Parental Leave, an additional leave of absence without pay and without loss of seniority, shall be granted to a maximum of twelve (12) months.
 - (ii) The employee may maintain health and employee benefits in accordance with the respective plans if the employee so wishes by payment of the costs of such benefits by the employee.
 - (iii) The employee returning to work after extended Pregnancy/Parental Leave shall provide the Board with at least four (4) weeks' notice.
 - (iv) On return from extended pregnancy/parental leave, the employee shall return to the position previously held by the employee.
 - (v) On return from extended Pregnancy/Parental Leave, the employee shall be assigned to the same position or a comparable position if the position held prior to the leave no longer exists.
- (i) Seniority Status During Pregnancy/Adoption/Parental Leave
- While on the leave above an employee shall retain and accumulate the employee's full employment status in connection with the seniority provisions.

The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the Board shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- (i) the Board pays the total cost of the plan; or
- (ii) the employee elects to continue to pay the employee's share of the cost of a plan that is paid for jointly by the Board and the employee.
- (iii) An employee on extended Pregnancy/Adoption/Parental leave after six (6) months may continue benefits at the employee's cost for the extended leave period.

(j) Supplemental Employment Benefits Plan

- (i) The Board will establish on July 1, 2000 a Supplemental Employment Benefits Plan in which the total amount of the Mandate 1 payment to all employees would be reduced by five thousand dollars (\$5,000) which is the calculated annual cost for two (2) regular employees for this benefit. This calculation is for costing purposes only.
- (ii) When a regular employee takes a Pregnancy Leave and is eligible for Employment Insurance maternity benefits, she will be entitled to supplementary benefits under the plan not to exceed twenty-five hundred dollars (\$2,500), which will be paid out as follows:
 - for the two-week waiting period for maternity employment insurance benefits, the employee will receive her full salary from the District from the twenty-five hundred dollars (\$2,500) allotment.
 - the employee will then receive the balance of the twenty-five hundred dollars (\$2,500) from the District in the form of a maternity top-up; i.e., the difference between her salary and her EI payment, for up to fifteen (15) consecutive weeks.
 - if the employee does not normally receive salary, i.e., a ten-month employee during the summer or an employee whose temporary assignment has expired, the employee would not receive a maternity top-up during that time.

(k) Full-time Union or Public Duties

The Board shall grant, on written request, leave of absence without pay:

- (i) for employees to seek election in a municipal, provincial or federal election;
- (ii) for employees selected for full-time positions with the Union or any body to which the Union is affiliated for a period of one (1) year. Such leave may be renewed each year on request during the employee's term of office. Such employee shall receive the

employee's pay and benefits as provided for in this Agreement but the Union shall reimburse the Board for all pay and benefits during the period of absence.

- (I) Where the Board determines that it is of benefit to the Board to have an employee undertake a course of studies, then the Board will reimburse the employee for all reasonable expenses incurred in undertaking the course.

25. PAYMENT OF WAGES

- (a) Wages shall be paid bi-weekly in accordance with Schedule "A" herein and forming part of this Agreement.
- (b) Direct Deposit of Salaries
All employees will be paid by direct deposit.

26. SEVERANCE AND RETIREMENT BENEFIT

- (a)
 - (i) Any employee reaching retirement age and having completed ten (10) years or more of continuous service shall be given a bonus equal to one (1) month's pay. This bonus is to be in addition to any holiday or accrued sick leave with pay to which the employee may be entitled.
 - (ii) Any employee having completed five (5) years service with the Board and having reached the age of fifty-five (55), or other circumstances approved by the Board, shall receive payment upon retirement or death, in addition to the bonus outlined above, of all accrued sick leave up to a maximum of one hundred twenty (120) days.
 - (iii) In the case of termination of employment by the Board for reasons other than that of misconduct, accrued sick leave shall be paid.
- (b) Except in the case of dismissal for proper cause, the Board when terminating the employment of an employee employed on a monthly basis shall give one (1) month's notice and any such employee may resign on giving the Board one (1) month's notice. In the case of hourly-paid employees and except in the case of dismissal for proper cause, the notice by or to the Board shall be one (1) week provided that this clause shall not apply to temporary employee layoff.
- (c) Any employee having completed five (5) or more years continuous employment with the Board is entitled to severance pay to equal one (1) month's regular salary.
- (d) At the employee's request payment of any benefits under this clause shall be as follows:

- (i) a lump sum payment at the time of termination or retirement; or
- (ii) held over to the next taxation year, or any other year following termination of employment; or
- (iii) converted to an individual income averaging annuity payable at normal retirement age; or
- (iv) converted into a paid pre-retirement or post-retirement vacation equivalent.

27. CLASSIFICATIONS AND RECLASSIFICATIONS

(a) Job Descriptions

The Board agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If the objections cannot be resolved, the matter may be submitted to arbitration.

(b) No Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

(c) Changes in Classification

The Board shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or the Union and/or an employee feels that a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

(d) The Board will prepare and submit to the Union a report showing members' names, job titles, seniority dates and rates of pay.

(e) If an employee is transferred to a position with the same salary or increment range as the employee's previous position, there shall be no change in salary or increment progression. Where an employee is promoted or reclassified to a higher rated position, there shall be no change in the increment progression.

(f) Job Evaluation Plan Terms of Reference

The Job Evaluation Plan terms of reference, attached to this Agreement as, shall take precedence over clause (c) of this Article.

(g) Designates

A principal determines the need for an on-site clerical designate to a head secretary. When an on-site clerical designate is required, it is determined based on clerical site seniority.

28. WELFARE BENEFITS

The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article with the PEBT.

The Parties have further agreed to participate in the government funded "Core" long term disability plan and Joint Early Intervention Service provided through the PEBT.

(a) Medical Coverage

The Board will pay 100% of the premiums on behalf of eligible employees for the BC Medical Services Plan.

The Board will pay 100% of the premiums on behalf of eligible employees for an Extended Health Benefits Plan with the following features:

- Vision Care - \$400 maximum reimbursement once in a twenty-four (24) month period,
- Pay-Direct Drug Card, and
- Other Expenses - a one hundred dollar (\$100) deductible each year.

(b) WorkSafe BC

The Board will pay the employee the amount established by the WorkSafe BC Board and the full amount of health and welfare benefit premiums and the employer's portion of the Municipal Pension Plan contributions as required by the Municipal Pension Plan. In addition, the employer shall deduct the required employee's portion of the Municipal Pension Plan Program contribution.

In the event the WorkSafe BC Board stops payments of wage loss benefits and the employee remains unable to return to work because of illness or injury, the employee shall be entitled to use any accumulated personal sick leave or the short term disability plan and/or CORE LTD as long as the employee is still qualified for sick leave and has sick leave credits or is entitled to LTD benefits pursuant to the terms of the CORE LTD program.

(c) Employment Insurance

The Board agrees to pay to the Union its portion of the reduced Employment Insurance premiums.

(d) Municipal Pension Plan

All eligible employees shall become members of the Municipal Pension Plan (MPP) upon attaining eligibility to do so pursuant to the MPP rules.

(e) Group Life

Insurance coverage will be made available to all eligible employees as follows.

- (i) Group Life Insurance for each qualified employee in the amount of forty thousand dollars (\$40,000).
- (ii) Accidental death and dismemberment insurance in the amount of forty thousand dollars (\$40,000).
- (iii) Premiums will be born one hundred percent (100%) by the Board.

(f) Dental Plan

Eligible employees and dependents shall be covered by a mutually acceptable dental plan. The Board will bear the total premium cost.

(g) Income Protection Plan

All eligible employees shall be enrolled in the income protection plan as follows:

(i) Short Term Disability

All eligible employees shall be enrolled in a Short Term Disability Plan with the following features:

- 1. The wait period is 59 days
- 2. The benefit is two-thirds of the employee's gross weekly wage prior to disability
- 3. The benefit period is from 60 days after disability until the employee is qualified for long term disability, 52 weeks after disability or return to work, whichever comes sooner.

The premium costs of the plan will be shared on a 65/35 Board/Employee basis.

The employee may use available sick time to top up the short term disability benefits to a maximum of 100% of the employee's gross weekly wage prior to disability.

(ii) Long Term Disability Extra

All eligible employees shall be enrolled in a Long Term Disability Extra Plan with the following features:

- 1. The wait period is 120 days
- 2. The benefit is 6 2/3% of the employee's weekly wage prior to disability
- 3. The benefit period is up to 1 year while the employee is receiving Long Term Disability benefits.

The premium costs of the plan will be shared on a 65/35 Board/Employee basis.

(h) Employee Family Assistance Plan

The Employee Family Assistance Plan will be designed and maintained by the Unions, Administrative Officers and Management of School District No. 79 (Cowichan Valley).

The premiums for this program shall be paid sixty five percent (65%) by the Employer and thirty five percent (35%) by the Employee

(i) The Board will continue to pay its share of benefits to employees receiving sick leave benefits for the period of time that benefits are received.

(j) Any employee on approved unpaid leave may continue to be enrolled in all eligible welfare benefit plans with the employee responsible for the total cost of the premiums.

(k) Benefits to Part-time Employees

(i) Regular employees working less than ten (10) hours per week are eligible only for benefits of sick leave, vacation pay and membership in the Employee and Family Assistance Plan.

(ii) A regular employee whose regular assignment is less than ten (10) hours per week and who accepts a temporary assignment of more than ten (10) hours per week for a period of more than three (3) months shall be eligible, upon successful completion of the trial period, for enrolment in the group medical, dental and extended health benefits plans for the duration of the temporary assignment. The employee may be enrolled in other employee benefit plans provided the employee meets the criteria required by the carrier.

(l) Long Term Disability

The employer will bear administration and premium costs of the PEBT LTD program.

(m) Benefits While on LTD

The Board shall continue health and welfare benefit coverage for employees entitled to LTD, as long as the employee continues to receive benefits from the government-funded CORE LTD plan provided through the Public Education Benefits Trust (PEBT). Premiums for such benefit coverage shall be paid by the Board consistent with the employee's current work assignment.

It is further agreed that an employee who becomes disabled and who has a second job with a different employer on the date of disability with School District No. 79 (Cowichan Valley) shall have health and welfare benefits continued for the two years "own occupation" period pursuant to the CORE LTD program. If after the two year period the employee continues to be

disabled and continues to work for a different employer health and welfare benefits shall be discontinued.

If an employee's sole employment income is from Cowichan Valley School Board on the date of disability the employer will maintain the health and welfare benefits as long as the employee does not attain employment with a different employer.

29. OCCUPATIONAL HEALTH AND SAFETY

(a) No employee shall be disciplined for refusal to work on a job, or to operate any equipment, which is unsafe.

(b) Occupational Health and Safety

(i) The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the *WorkSafe BC Act* and the *Industrial Health and Safety Regulations*.

(ii) The Occupational Health & Safety Committee shall promote safety, sanitary practices, and investigate and report as soon as possible on the nature and causes of an accident or injury, in compliance with the *Industrial Health & Safety Regulations*.

(iii) The Union shall appoint two (2) members to the Occupational Health & Safety Committee.

(iv) Right to Refuse or Stop Unsafe Work

No employee shall be required to work at a job site which the employee has indicated is unsafe until such time that the site has been declared safe following inspection by a representative from WorkSafe BC or representatives from the District Occupational Health & Safety Committee accompanied by the District Health & Safety Manager.

Within twenty-four (24) hours of claiming the work site is unsafe the employee shall file with the School Board a report outlining the rationale for the claim.

(c) Violence in the Work Place

The Union and the Board of Education support the protection of employees from violence through the policy of the Board and the applicable WorkSafe BC Board Regulations.

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 the worker is at risk of injury.

(d) First Aid Allowance

A regular employee designated as a First Aid Attendant by the Board shall be paid an allowance as follows:

- (i) Holding a SOFA First Aid Certificate - twenty-five (\$.25) cents per hour.
- (ii) Holding a Level II First Aid Certificate - fifty (\$.50) cents per hour.
- (iii) Holding a Level III First Aid Certificate - eighty five (\$.85) cents per hour.

30. TECHNOLOGICAL CHANGE

(a) "Technological change" means:

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

(b) Advance Notice

The Board shall notify the Union three (3) months before the introduction of any technological or other changes, or new methods of operation which affect the rights of employees, conditions of employment, wage rates or work loads.

(c) Consultation

Technological change shall be introduced only after the Union and the Board have reached agreement through collective bargaining regarding the measures to protect the employees from any adverse effects.

(d) Arbitration

If the Board and the Union fail to agree upon such measures, the matter shall be referred to the Grievance and Arbitration procedure for the purpose of determining such matters. The technological change shall not be introduced by the Board until such determination is made.

(e) Attrition Arrangements

No regular employee shall be dismissed or have the employee's regular hours reduced by the Board because of mechanization, technological or other change.

(f) Income Protection

An employee who is displaced from the employee's job by virtue of technological change or improvements will suffer no reduction in normal earnings.

- (g) An employee who is rendered redundant or displaced from the employee's job as a result of technological change or other change shall be given an opportunity to fill any vacancy for which the employee has seniority and which the employee is able to perform. If there is no vacancy, the employee shall have the right to displace employees with less seniority, provided the employee is able to perform the job.

(h) Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the Board, be given a period of time not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such employees and no reduction in pay upon being reclassified in the new position.

(i) Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Board and the Union.

(j) No New Employees

No additional employees shall be hired by the Board until employees affected by the change, or employees on lay-off, have been notified of the proposed technological or other change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

(k) Visual Display Terminal

A pregnant employee working on VDT's shall be given alternate employment for the duration of her pregnancy if she so requests.

(l) Eyeglasses and Contact Lenses

(i) The Board shall pay for eye examination at least annually for employees working on VDT's - CRT's.

(ii) If an eye doctor recommends that an employee stop working on the machines, the employee shall be given other work at equal pay. The same conditions of work shall be applicable to the position where the employee is transferred.

31. RESTRICTIONS ON CONTRACTING OUT

- (a) Community involvement in schools is encouraged as long as it does not result in the displacement of employees within the bargaining unit.
- (b) The Board agrees that all work or services normally performed by the employees shall not be contracted, sub-contracted, leased, assigned, or conveyed, in whole or in part, if it would cause or prolong the layoff or loss of regular time or wages for any employee.

32. UNIFORM & CLOTHING ALLOWANCE

- (a) The Board will advise all departments of the District that smocks will be made available, as required, to all employees when undertaking duties that may require protection of clothing.
- (b) The District will reimburse an employee, upon purchase and submission of receipts prior to June 30th each year, up to one hundred dollars (\$100.00) per year for bathing suits and non-slip footwear where that employee's assignment requires them to regularly be in a swimming pool.
- (c) The District will reimburse the Shipping and Receiving Clerk, upon purchase and submission of receipt prior to June 30th each year, up to one hundred and fifty dollars (\$150.00) for protective steel-toed footwear. The employee will be required to wear the safety footwear during work hours.

33. GENERAL CONDITIONS

(a) Indemnification

The Board agrees to indemnify and save harmless any employee of the Board for reasonable and proper legal expenses where such expenses are incurred by the employee in respect of the defense to any charge or proceeding brought against him/her in connection with any criminal or quasi-criminal act alleged to have been committed by the employee in the course of the employee's employment and/or where such charge arose out of the proper operation by such employee of any equipment owned by the Board and where such defence resulted in the acquittal of the employee. Provided that the employee shall first obtain the written approval of the Board as to the employee's choice of legal counsel and shall have provided the Board with full particulars of the alleged offence within a reasonable time after the charge shall have been laid against him/her.

(b) Medical Examinations

New employees being hired are required to provide the Board with a medical statement certifying that the employee is physically and mentally

fit for work and free of infections and contagious disease. New employees shall bear the cost of required examinations. The Board reserves the right to require employees on staff to produce a certificate of medical fitness. In such cases, the Board will bear the cost of required examinations.

- (c) The Union and the Board desire every employee to be familiar with the provisions of the Agreement and their rights and obligations under it. For this reason the Board shall publish the Collective Agreement electronically and make it accessible on the web and, upon request, the Board will provide an employee with one printed copy of the Collective Agreement.
- (d) To facilitate the analysis of this Agreement, articles of this Agreement which are unchanged from the previous Agreement shall be printed in lower case letters and all articles which have been changed shall be printed in *italic* letters.
- (e) Personal Property - Vandalism Insurance
 - (i) The Board shall reimburse employees who, in the course of rendering official Board services, suffer a loss arising from theft, fire, or malicious damage to the employee's vehicle while parked on School District property.
 - (ii) The amount of this reimbursement shall cover damages up to three hundred dollars (\$300).
 - (iii) When employees who are required to use their vehicle on approved School District business incur damage to their vehicle by means other than collision, then the Board shall reimburse the employee to the value of the comprehensive deductible on the vehicle.
- (f) Automobile Insurance Coverage

Employees required to insure their automobile for travel for business purposes on behalf of the Board shall be reimbursed for the increased insurance costs required due to Business Class coverage to a maximum of one hundred twenty-five dollars (\$125).
- (g) No person covered by this Collective Agreement will be required to transport students in the employee's personal vehicle.

34. EMPLOYMENT EQUITY PLAN

The Board and the Union agree to the following employment equity plan which is intended to ameliorate conditions of individuals of Aboriginal Ancestry:

- (a) After June 1, 2010, only persons of Aboriginal Ancestry will be employed by The Board as an Indigenous Student Support Worker or as a Cultural Teaching Assistant.

- (b) Notwithstanding the above, persons who, on May 31, 2010, are employed by The Board as an Indigenous Student Support Worker or as a Cultural Teaching Assistant and are not of Aboriginal Ancestry will not be displaced from their position by reason of their ancestry.

35. SERVICE IMPROVEMENT ALLOCATION

The Board and Union agree to the following Service Improvement Allocation Plan. The plan is effective July 1, 2020. The total amount expended in all categories must not exceed the total fund of \$75,300 in any given year.

- a) The parties agree to expend \$9,000 on additional hours for Education Assistants to attend Individual Education Plan (IEP) meetings.
- b) The parties agree to allocate an additional \$7,000 to the Staff Development Fund established in Article 18 (f) (iii).
- c) The parties agree to the creation of Joint Professional Learning Committee that will co-create education opportunities for CUPE 5101 members. The Committee will consist of three (3) representatives from each of the Board and Union. When possible the education opportunities will occur outside of the current school calendar which may include Spring Break, Winter Break and the Summer Break. The total expenditure will be \$46,300.
- d) The parties agree to adding two additional days at the end of the school year for Elementary clerical, careers and library clerks. The total expenditure will be \$13,000.

36. PRESENT CONDITIONS AND BENEFITS

Normal working conditions presently in effect shall continue for the duration of this Agreement, so long as they are not abused.

37. GENERAL

- (a) Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.
- (b) The parties agree and acknowledge that the Public Sector Accord on K-12 Support Staff issues is valid and applicable during the term of this Collective Agreement.

38. TERM OF AGREEMENT

This Agreement shall remain in force and binding upon the parties until the 30th day of June, 2022. If negotiations extend beyond the anniversary date of this Agreement, both parties shall adhere firmly to the provisions of the Agreement during bona fide negotiations.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed this ____ day of May, 2020 by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

SIGNED FOR THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 79
(COWICHAN VALLEY)

Candace Spilsbury

Candace Spilsbury, Board of Education

Robyn Gray

Robyn Gray, Superintendent

Jason Sandquist

Jason Sandquist, Secretary Treasurer

SIGNED FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5101

Tara Brooks

Tara Brooks, President

Nancy Fee

Nancy Fee, Vice-President

S. Ross

Sherrene Ross, Vice-President

JOB BANDS
School District No. 79 (Cowichan Valley)

Points	POS #	Position	Date
139		Level 1	
154		Level 2	
169		Level 3	
183	34	Noon Hour Supervisor	March 2009
184		Level 4	
198	54	Laboratory Assistant - Assessment Centre	June 2019
199		Level 5	
204	33	Lunch Program Coordinator	April 2008
214		Level 6	
216	62	Lunch Program Secretary	April 2002
228	78	Secretary - Early Learning	June 2011
229		Level 7	
232	43	Education Assistant - Academic	January 2014
241	27	School Secretary 1	April 2011
244		Level 8	
245	18	Career Centre Assistant	March 2012
252	61	Secretary - International Student Program	February 2018
258	41	Secretary - Learning Services	January 2019
259		Level 9	
259	95	Itinerant Administrative Services Clerk	August 2018
259	16	Receptionist/Booking Clerk	January 2010
264	15	Library Assistant	October 2018
264	30	Transportation Dispatcher	May 2009
266	20	Counselling Clerk	January 2012
267	89	Braille Transcriber	November 2019
269	44	Education Assistant - Behavioural	January 2014
269	71	Rentals/Health & Safety Secretary	May 2018
270	79	Aboriginal Cultural Teaching Assistant	November 2013
272	52	Laboratory Assistant - Science Department	January 2008
274		Level 10	
275	83	Administrative Secretary - Aboriginal Education	November 2013
282	13	Shipping and Receiving Clerk	February 2016
283	17	School Board Office Receptionist/Receivables Clerk	May 2017
284	80	Indigenous Support Worker	November 2013
289		Level 11	
289	96	Communication Facilitator	June 2019
290	67	Administrative Secretary - Education	May 2018
291	46	Education Assistant - Personal Care	October 2018

291	60	Senior Call Out Clerk	November 2011
292	70	Accounting Clerk 1 - District	May 2017
292	51	Call Out Clerk	January 2017
293	37	Secretary - Student Support Services	December 2018
297	81	Metis Cultural Teaching Assistant	January 2017
301	25	Administrative Secretary - Operations	April 2018
304		Level 12	
308	39	School Secretary 2	April 2011
309	85	Transportation Registration Clerk	May 2018
314	57	District Resource & Library Services Assistant	May 2017
314	40	School Secretary 3	December 2018
315	63	Secretary - Alternate Education Program	December 2015
319		Level 13	
329	66	Human Resources Administrative Assistant	December 2016
330	92	After School Program Coordinator	June 2018
330	93	Child Support Worker	February 2018
330	11	Student Support Worker	May 2014
331	88	Education Assistant - Complex Needs	December 2016
334		Level 14	
335	35	Payroll and Benefits Clerk	June 2007
336	90	Trainer / Itinerant Clerical	October 2018
337	1	Accounting Clerk 2 - District	May 2017
340	87	Cafeteria Program Assistant	May 2017
346	49	Education Assistant-Specific Care	June 2018
349		Level 15	
358	59	Payroll and Benefits Clerk/Budget Clerk	June 2007
360	47	Building Technologist - District	April 2017
363	74	System Support Specialist I	July 2006
364		Level 16	
368	97	Educational Interpreter	October 2019
375	86	System Support Data Analyst	February 2018
376	75	Systems Analyst Hardware Repair Technician	July 2006
377	91	Secretary 3, International Student Program	February 2018
379		Level 17	
385	9	Alternate Program Worker (Work Skills)	April 2009
394		Level 18	
402	76	Buyer	January 2016
409		Level 19	
422	48	Work Program Director	April 2009
424		Level 20	
439		Level 21	
454		Level 22	
461	73	Network Systems Analyst	July 2006

SCHEDULE "A"

Salary Schedule

PAY GRADE	July 1, 2019	July 1, 2020	July 1, 2021
	2.0%	2.0%	2.0%
1	\$23.35	\$23.82	\$24.30
2	\$23.91	\$24.39	\$24.88
3	\$24.51	\$25.00	\$25.50
4	\$25.05	\$25.56	\$26.07
5	\$25.60	\$26.12	\$26.64
6	\$26.19	\$26.71	\$27.24
7	\$26.76	\$27.29	\$27.84
8	\$27.32	\$27.86	\$28.42
9	\$27.90	\$28.46	\$29.03
10	\$28.44	\$29.01	\$29.59
11	\$29.02	\$29.60	\$30.19
12	\$29.58	\$30.17	\$30.78
13	\$30.16	\$30.77	\$31.38
14	\$30.70	\$31.31	\$31.94
15	\$31.26	\$31.89	\$32.52
16	\$31.82	\$32.46	\$33.11
17	\$32.39	\$33.04	\$33.70
18	\$32.96	\$33.62	\$34.30
19	\$33.51	\$34.18	\$34.87
20	\$34.08	\$34.77	\$35.46
21	\$34.65	\$35.35	\$36.06
22	\$35.23	\$35.93	\$36.65

LETTER OF UNDERSTANDING #1

Between:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 79 (Cowichan Valley)

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5101

Re: Return to Work

In accordance with the collective agreement, the parties recognize that prevention of injuries and rehabilitation of disabled employees are important goals. The parties recognize that return to work programs are part of a continuum of rehabilitation.

The Employer and the Union are committed to a voluntary, safe return to work program that addresses the needs of those able to return to work with the employer's ability to modify the workplace.

The parties agree to an early intervention program that will recognize abilities and enable employees to return to work as soon as possible.

The Board of Education, in cooperation with CUPE Local 5101, will meet within 90 days of the signing by the parties of the Collective Agreement to discuss what is required to develop procedures to deal with disabled employees who do not meet the PEBT/JEIS criteria to ensure consistency in practice.

Signed this ___ day of May, 2020

SIGNED FOR THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 79
(COWICHAN VALLEY)

Candace Spilsbury

Candace Spilsbury, Board of Education

Robyn Gray

Robyn Gray, Superintendent

Jason Sandquist

Jason Sandquist, Secretary Treasurer

SIGNED FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5101

Tara Brooks

Tara Brooks, President

Nancy Fee

Nancy Fee, Vice-President

Sherrene Ross

Sherrene Ross, Vice-President

LETTER OF UNDERSTANDING #2

Between:

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 79 (Cowichan Valley)

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5101

Re: Assignment of Students Enrolled in Career Preparation Programs

With the expansion of curriculum guided career education programs appropriate work experiences can be provided in District facilities. Agreement is required with the Union to develop criteria to allow the assignment of students.

The Union has agreed that District facilities and services may be used in this program. When Union personnel and District facilities and services are used the Union will be a signatory to the agreement between the School District/Student/Parent or Guardian.

Signed this ___ day of May, 2020

SIGNED FOR THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 79
(COWICHAN VALLEY)



Candace Spilsbury, Board of Education



Robyn Gray, Superintendent

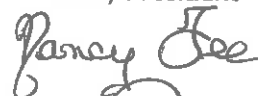


Jason Sandquist, Secretary Treasurer

SIGNED FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5101



Tara Brooks, President



Nancy Fee, Vice-President



Sherrene Ross, Vice-President

LETTER OF UNDERSTANDING #3

Between:

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 79 (Cowichan Valley)

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5101

Re: Joint Early Intervention Service

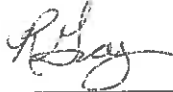
The Employer will notify the Union in a timely manner about all early interventions involving the return of an employee to work under a modified work program.

Signed this ___ day of May, 2020

SIGNED FOR THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 79
(COWICHAN VALLEY)



Candace Spilsbury, Board of Education



Robyn Gray, Superintendent



Jason Sandquist, Secretary Treasurer

SIGNED FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5101



Tara Brooks, President



Nancy Fee, Vice-President



Sherrene Ross, Vice-President

LETTER OF UNDERSTANDING #4

Between:

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 79 (Cowichan Valley)

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5101

Re: Options When Moving from a Temporary to a Permanent Position

The following process shall be used where a CUPE employee who is in a temporary assignment has been awarded a permanent position.

A CUPE employee who holds a temporary assignment and is the successful applicant for a permanent position will have two options on when to move over to the permanent position.

- (1) The employee may stay in the temporary assignment until it concludes and then move to the permanent position, or
- (2) The employee may move to the permanent position as soon as it is awarded in which case they cannot bid into the temporary position they just left.

Signed this _ day of May, 2020

SIGNED FOR THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 79
(COWICHAN VALLEY)

Candace Spilsbury

Candace Spilsbury, Board of Education

R. Gray

Robyn Gray, Superintendent

Jason Sandquist

Jason Sandquist, Secretary Treasurer

SIGNED FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5101

Tara Brooks

Tara Brooks, President

Nancy Fee

Nancy Fee, Vice-President

S. Ross

Sherrene Ross, Vice-President

LETTER OF UNDERSTANDING #5

Between:

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 79 (Cowichan Valley)

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5101

Re: Article 18 (c)

1. For the duration of this Letter of Agreement, Article 18 (c) will be replaced with the following:
 - (i) An employee in a position that was posted as a five-day a week position must first give their consent before their work week may be altered to a three-day or a four-day work week. Such alteration of the work week shall be subject to approval by the Employer and the Union.
 - (ii) Five-day-a-week positions may, where the conditions of a special job require it, have the work week changed for short periods of time. Notice of such change will be given not later than quitting time one (1) week in advance. The Union shall be notified of such change
2. This Letter of Agreement will be in effect from the date of ratification until June 30, 2022 unless terminated earlier as provided in this Letter of Agreement.
3. Either Party may terminate this Letter of Agreement with one year's notice to the other party. After the termination or the expiry of this Letter of Agreement, all three-day and four-day work week positions will revert to a five-day work week without triggering bumping rights for the affected employees.

Signed this ____ day of May, 2020

SIGNED FOR THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 79
(COWICHAN VALLEY)



Candace Spilsbury, Board of Education

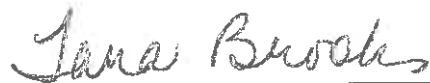


Robyn Gray, Superintendent

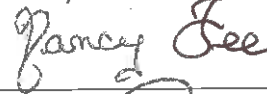


Jason Sandquist, Secretary Treasurer

SIGNED FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5101



Tara Brooks, President



Nancy Fee, Vice-President



Sherrene Ross, Vice-President

Appendix A

2019-2022

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.

Term

July 1, 2019 to June 30, 2022

1. 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

2. Local Bargaining

Provide funding to the local support staff tables for service enhancements that are beneficial to students and as otherwise consistent with the 2019 Sustainable Services Negotiating Mandate in the amount of:

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

The \$7 million is an ongoing annual amount.

This money will be prorated according to student FTE providing that each district receives a minimum of \$15,000 annually.

3. Benefits

Provide annual ongoing funding to explore and implement enhancements to the Standardized Extended Health Plan including consideration of an addiction treatment support program as below:

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

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

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

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

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

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. Unpaid Work

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Funding

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

18. Provincial Bargaining

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

Dated this __12th__ day of July, 2018.

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

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

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

Warren Williams (Local 15 - Metro)

Leanne Bowes, BCPSEA

Tracey Mathieson

Renzo del Negro, BCPSEA

Rob Hewitt

Tammy Sowinski, OLRC

Leslie Franklin (Local 703 - Fraser Valley)

Kyle Uno, SD36 Surrey

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

Appendix B

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

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

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

Original signed on _____ by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Warren Williams

Appendix C

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.

Joint Job Evaluation Committee Maintenance Manual

Between

SCHOOL DISTRICT #79 (Cowichan Valley)

The Employer

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL
5101)

The Union

ARTICLE 1 PURPOSE

- 1.1 The purpose of this manual is to outline the terms of reference and procedures for the maintenance of the Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to a Job Evaluation Program between CUPE Local 5101, the Union, and School District No. 79 (Cowichan Valley), the Employer.
- 1.2 To jointly maintain the job evaluation plan for all jobs within CUPE Local 5101.

ARTICLE 2 DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program:

Collective Agreement	The Collective Agreement currently in effect between the employer and CUPE Local 5101.
Degree Level	The actual measurement levels within each subfactor.
Duty	Is made up of a number of tasks.
Factors	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Green-Circled Rate	The wage rate that is lower than the newly established wage rate.
Gender-Neutral	Any practice or program which does not discriminate between men and women.
Incumbent	An employee assigned to a job.
Job	Is made up of duties, responsibilities and qualifications that may be assigned to the same job title and held by a single incumbent or a number of incumbents.
Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job, through the use of questionnaires, interviews and workplace observation.
Job Analysis Questionnaire	The instrument used to collect and record job data and forms part of the job documents.
Job Description	The written description of a job, which includes a summary and a listing of the major duties and responsibilities.
Job Evaluation	A process which measures the value of jobs in relation to each other, this value is expressed in points

Job Evaluation Plan	A measuring tool used to rate jobs. It contains subfactor definitions with corresponding degree levels and notes to raters.
JJE Committee	The Committee responsible for the maintenance of job evaluation plan and which is made up of equal representatives from union and management.
New Job	A job which is added to the workforce that is sufficiently different from work currently being performed in the workplace that it cannot be assigned to an existing job.
Out-of-Schedule Rate	A wage rate that is in excess of the maximum rate determined through the job evaluation program. This rate is established for a specific purpose and normally for a specified period of time.
Pay Grade	A designated salary range within the salary schedule including Increments, if any.
Points	The numerical expression assigned to each degree level within each subfactor.
Position	Is a collection of duties and responsibilities assigned to one person.
Rating	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
Rating Sheet	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
Reclassification	A significant change in the skill, effort, responsibilities or working conditions of a job which may or may not affect its total point value or pay rate.
Red-Circled Rate	The wage rate that is higher than the newly established wage rate. If a job is rated at a pay grade with a salary range lower than the current wage rate for the job, all incumbents of such jobs shall be identified as "Red-Circled" and shall continue to receive all negotiated increases and shall continue to progress through any increments of the salary range to the job rate of the previous pay grade.
Salary Schedule	A listing of job titles, point bandings and pay grades.
Sore-Thumbing	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by a factor-by-factor basis or on a total point basis.

Subfactors	Are components of the four major factors.
Tasks	A unit of work activity that forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
Total Points	The sum of all points allotted to each job for all subfactors determined in accordance with the job evaluation plan.

ARTICLE 3 THE JJE COMMITTEE

- 3.1 The working committee of the JJE Committee shall have equal representation and participation from the parties, consisting of 3 representatives from the Employer and 3 representatives from the Union.
- 3.2 The Employer and the Union shall each designate one of its representatives to act as co-chair. The co-chairs are responsible for:
- a) The chairing of the JJE Committee meetings;
 - b) The scheduling of regular JJE Committee meetings which include notification of appropriate supervisors for committee members' attendance;
 - c) Establishing the priority of matters to be acted upon by the JJE Committee.
- 3.3 JJE Committee members shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.
- 3.4 Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular JJE Committee member who is absent or unable to attend due to conflict of interest.
- 3.5 The Employer will provide administrative support to the JJE Committee. The person performing these functions shall not be a member of the JJE Committee. These services shall be under the direction of the co-chairs and shall include:
- a) The distribution of all JJE Committee correspondence to the JJE Committee Co-chairs;
 - b) The preparation and distribution of meeting agendas forty-eight (48) hours prior to the meeting;
 - c) The preparation and distribution of minutes;
 - d) The preparation and distribution of JJE Committee documents.

- 3.6 The Union committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the JJE Committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 3.7 Union committee members shall be replaced in their regular jobs for such time as they are working on the JJE Committee. Such replacements will have all the rights and privileges of the Collective Agreement.
- 3.8 Routine business decisions of the JJE Committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of a quorum of the JJE Committee, 2 members from each group, and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 7.
- 3.9 The JJE Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party's co-chair.
- 3.10 Either party to the agreement may engage advisors to assist its representatives on the JJE Committee. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the JJE Committee.

ARTICLE 4 MANDATE OF THE JJE COMMITTEE

- 4.1 The JJE Committee shall maintain the Job Evaluation Program by:
- a) Evaluating all the jobs using the job evaluation plan;
 - b) Maintaining the integrity of the program;
 - c) Recommending to the parties changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time.
 - d) Recording the results and rationale on the rating sheet and completing the Advice of Rating Form, Copies of the Advice of Rating Form and job description will be provided to the JJE Committee co-chairs, incumbent(s), supervisor, the Employer and the Union.
 - e) Documenting decision criteria and precedents on an on-going basis for future JJE Committee reference.

ARTICLE 5 JOB ANALYSIS PROCEDURE FOR RATING NEW AND/OR CHANGED JOBS

Whenever the employer introduces a new job, or changes the duties and responsibilities of a job, or the incumbent(s)/union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

5.1 Job Analysis Steps:

a) Step 1

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor; The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job. The completed questionnaire shall be submitted to School District #79 Human Resources Department along with the copy of the current job description. The questionnaire will be date stamped when it is received and forwarded to the co-chairs of the JJE Committee. The JJE Committee will review the questionnaire within sixty (60) working days of receiving it and determine if and when they can proceed with the job evaluation.

If the questionnaire indicates that the job now varies significantly from the original job description, it will be referred to School District #79 senior management for further direction on how to proceed.

b) Step 2

The JJE Committee shall, if necessary, draft a new job description based on the information gathered and approved. Where further information is required, interviews shall be held with the incumbent(s) and/or the supervisor. The JJE Committee shall submit the revised job description to the incumbent(s) and the supervisor for their mutual agreement.

Amendments may be made to the proposed job description, as deemed necessary by the JJE Committee, from the response of the incumbent(s) and the supervisor. When agreed upon, the job description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement.

c) Step 3

The job shall be rated based on the agreed-upon job description in accordance with the job evaluation plan. The JJE Committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisor and, if required, visits to the workplace.

d) Step 4

When the JJE Committee has completed rating the job, it will provide the Employer, the Union, and the incumbent(s) with a copy of the revised job description and Advice of Rating Form (Appendix E All parties should respond to the JJE Committee with their acceptance within thirty (30) working days. No response within thirty (30) working days, from the Employer, the Union or the incumbent(s), shall indicate acceptance of the

JJE Committee's review results. If any of the parties does not agree with the results of the review the matter will be referred back to the JJE Committee. by submitting a Request for Reconsideration form and the reconsideration process will then be followed (see Article 7).

If the pay grade increases as a result of the job evaluation review, such increase shall be paid to each incumbent effective the date the completed Job Analysis Questionnaire was received by the School District #79 Human Resources Department. In the event that the pay grade of the job decreases as the result of the rating review, the incumbent shall receive full red-circling protection for the duration of their tenure in the job.

5.2 In the application of the job evaluation plan, the following general rules shall apply:

- a) It is the content of the job, and not the performance of the incumbent(s), that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;
- c) Jobs are rated at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition, and the description of each degree level;
- d) The job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan;
- e) No interpolation of subfactor degrees (i.e. mid-points) is permitted;
- f) The factors and subfactors must have an impact on all jobs being rated;
- g) Rating decisions shall include a sore-thumbing process to ensure consistency in JJE Committee decisions;

ARTICLE 6 MAINTAINING THE JOB EVALUATION PROGRAM

6.1 It is important that the parties maintain accurate job descriptions and job ratings on an on-going basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the parties to periodically review jobs upon request and to complete a review of all jobs every four (4) years. When reviewing a job for routine maintenance:

- a) The incumbent(s) and the supervisor/employer will be requested to participate in a job evaluation review by the JJE Committee by completing and submitting a Job Analysis Questionnaire as outlined in Article 5.1.
- b) The Committee shall proceed to gather accurate, up-to-date information on the job in accordance with Article 5 and, based on the information gathered and approved, the Committee shall update the job description as necessary;

- c) Where the job description has been changed, the JJE Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the Employer, the Union, the incumbent(s) and/or supervisor of its decision (Appendix E). The rating of the job shall determine the pay grade for the job.

6.2 Job Evaluation Procedure for Changed Jobs

Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- a) The incumbent(s)/union or the supervisor/employer may request a job evaluation review by completing and submitting a Reconsideration Form (Appendix F);
- b) Upon receipt of a completed Reconsideration Form, the J.J.E.C. shall proceed to gather accurate, up-to-date information on the job in accordance with Articles 5 and 6. The gathering of information shall involve requesting the incumbent(s) and supervisor to complete an up-to-date Job Analysis Questionnaire. Where further information is required, interviews shall be held with incumbents and/or supervisors and/or visits to the workplace. Based on this information, the committee shall update the job description as necessary;
- c) Where the job description has been changed, the committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision (Appendix E). The rating of the job shall determine the pay grade for the job.

6.3 Job Evaluation Procedure for New Jobs

Whenever the employer establishes a new job, the following procedures shall apply:

- a) The Employer shall prepare a draft job description for the job;
- b) The JJE Committee shall meet and establish a temporary pay grade for the job, based on the draft job description;
- c) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- d) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire and the JJE Committee shall follow the process as outlined in Article 5.
- e) If the pay grade increases as a result of the six-month review, such increase shall be paid to each incumbent effective the date of their appointment to the job. In the event that the pay grade of the job

decreases as the result of this six-month re-examination of the job, the incumbent shall receive full red-circling protection for the duration of their tenure in the job.

ARTICLE 7 RECONSIDERATION PROCEDURE

- 7.1 Within thirty (30) days of receipt of the Advice of Rating Form (Appendix E) in accordance with Articles 5.1, 6.2 and 6.3, the following procedure shall apply:
- a) The Employer, the Union, the incumbent(s) and/or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Reconsideration Form (Appendix F), stating the reason(s) for disagreeing with the job description and/or the rating of the job.
 - b) The Employer, the Union, the incumbent(s) and/or the supervisor may make a presentation to the JJE Committee.
 - c) The JJE Committee shall consider the reconsideration request and make a decision that shall be final and binding upon the parties and all employees affected.
 - d) The JJE Committee shall inform all parties of its decision using the Review Decision Form (Appendix G).

ARTICLE 8 SETTLEMENT OF DISAGREEMENTS WITHIN THE COMMITTEE

- 8.1 In the event the JJE Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the co-chairs of the JJE Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the JJE Committee and attempt to assist in reaching a decision.
- If, after meeting with the two (2) advisors appointed pursuant to Article 8.1, the JJE Committee remains unable to agree upon the matter in dispute, the co-chairs shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.
- 8.2 Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- 8.3 The arbitrator shall decide the matter upon which the JJE Committee has been unable to agree and their decision shall be final and binding on the JJE Committee, the Employer, the Union and all affected employees. The arbitrator shall be bound by the terms of this Maintenance Manual and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as

submitted by the parties.

- 8.4 The Employer and the Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- 8.5 The arbitrator's fees and expenses shall be borne equally between the parties.
- 8.6 The time limits contained in this article may be extended by mutual agreement of the parties.

ARTICLE 9 APPLYING THE RATING TO THE SALARY RANGES

- 9.1 Job ratings serve to:
- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
 - b) provide the basis upon which wage rate relationships between jobs are established;
 - c) measure changes in job content;
 - d) assign jobs into their proper pay grade in the salary schedule.
- 9.2 The total point allocation shall be used to determine the salary range for the jobs. Salary ranges are provided in the Collective Agreement.
- 9.3 If a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new salary schedule, retroactive to the date the Reconsideration Form was submitted. The incumbent's shall retain the same place on any increment grid.
- 9.4 If a job is rated at a pay grade with a salary range lower than the current wage rate for the job, all incumbents of such jobs shall be identified as "Red-Circled" and shall continue to receive all negotiated increases and shall continue to progress through any increments of the salary range to the job rate of the previous pay grade.
- 9.5 If a job is at the top of the existing salary range, the incumbent(s) rate of pay shall be adjusted to the top of the newly assigned salary range provided the new range is higher than the existing range.
- 9.6 No incumbent will have their wages reduced following the re-evaluation of their

job and the establishment of a new wage structure.

- 9.7 All economic adjustments negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate.

ARTICLE 10 CONCLUSION AND IMPLEMENTATION

- 10.1 The JJE Committee shall report its recommendations for changes to the Job Evaluation Plan or to the Maintenance Manual to the parties for ratification, These documents and this agreement may only be modified by mutual consent of the parties.
- 10.2 This Maintenance Manual, including all appendices, the Job Evaluation Plan, job descriptions and any other documents as agreed to by the JJE Committee shall be deemed to be included in the Collective Agreement, effective the date of signing of this Maintenance Manual.
- 10.3 This Maintenance Manual agreement shall remain in full force and effect from the date of signing and shall continue until by mutual agreement either party gives the other party notice of its intention to amend or terminate this agreement, at least sixty (60) calendar days prior to the expiry of the Collective Agreement

Signed this ___ day of May, 2020

SIGNED FOR THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 79
(COWICHAN VALLEY)

Candace Spilsbury

Candace Spilsbury, Board of Education

R. Gray

Robyn Gray, Superintendent

Jason Sandquist

Jason Sandquist, Secretary Treasurer

SIGNED FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5101

Tara Brooks

Tara Brooks, President

Nancy Fee

Nancy Fee, Vice-President

S. Ross

Sherrene Ross, Vice-President

APPENDIX D

**SCHOOL DISTRICT #79 (COWICHAN VALLEY)
JOINT JOB EVALUATION COMMITTEE
ADVICE OF RATING**

Incumbent's Name:	
Job Title:	Job Number:
Department:	
Location:	

This is to advise that the rating for the job to which you have been appointed is as follows:

FACTOR	EDU	EXP	JUD	AT/D	PHY	DEX	ACC	SAF	SUP	CON	W/C
DEGREE											
POINTS											
TOTAL POINTS	RATING CLASSIFICATION							PAY GRADE			
AS A RESULT OF JOB EVALUATION, THIS JOB HAS BEEN:									UPGRADED		
									UNCHANGED		
									DOWNGRADED		

NOTE: If the Employer, the Union, the incumbent(s) and/or supervisor disagree with the rating established for the job, you may request reconsideration of the rating by completing a Reconsideration Form (Appendix F) and submitting it to the JJE Committee via SD79 Human Resources Department, within thirty (30) working days of receipt of this document. Reason for disagreeing with the job description and/or job rating must be included in the Reconsideration Form.

JOB RATING

Employer co-chair : Vanessa Lysne	Union co-chair : Annette West
Date:	Date:

JJE Committee to send copies to:

Incumbent(s) Supervisor Union Employer

Appendix E

SCHOOL DISTRICT NO. 79 (COWICHAN VALLEY) JOINT JOB EVALUATION COMMITTEE RECONSIDERATION REQUEST	
Incumbent's Name:	
Job Title:	Job Number:
Department:	
Location:	

NOTE: If the Employer, the Union, the incumbent(s) and/or supervisor disagree with the rating established for the job, they may request a reconsideration of the rating by completing this form and submitting it to the JJE Committee, via SD 79 Human Resources Department, within thirty (30) working days of receipt of the Advice of Rating (Appendix E). Reason for disagreeing with the job rating must be included in this Reconsideration Form.

Please attach a copy of the Advice of Rating (Appendix E) for the decision you wish to have reconsidered.

Reason for reconsideration request (attach additional pages as required):

Request submitted by: <input type="checkbox"/> Incumbent(s) <input type="checkbox"/> Supervisor <input type="checkbox"/> Union <input type="checkbox"/> Employer	
Name:	
Signature:	Date:

JJE Committee to send copies to:
 Incumbent(s) Supervisor Union Employer

Appendix F

SCHOOL DISTRICT NO. 79 (COWICHAN VALLEY) JOINT JOB EVALUATION COMMITTEE REVIEW DECISION FORM	
Incumbent's Name:	
Job Title:	Job Number:
Department:	
Location:	

Decision: (A thorough review was done by the Joint Job Evaluation Committee and the following decision(s) was (were) reached):
Rating Results: <input type="checkbox"/> No Change <input type="checkbox"/> Change
Comments:

Employer co-chair :	Union co-chair :
Date:	Date:

JJE Committee to send copies to:
 Incumbent(s) Supervisor Union Employer

This information is provided for reference only and is current as of the date of drafting. Please visit www.worksafebc.com for current information.



Refusing unsafe work

Workers have the right to refuse unsafe work. If you have reasonable cause to believe that performing a job or task puts you or someone else at risk, you must not perform the job or task. You must immediately notify your supervisor or employer, who will then take the appropriate steps to determine if the work is unsafe and remedy the situation.

As an employer, workers are your eyes and ears on the front line of workplace health and safety. When workers refuse work because they believe it's unsafe, consider it an opportunity to investigate and correct a situation that could have caused harm.

If a worker refuses work because it's unsafe, workplace procedures will allow the issue to be properly understood and corrected. As a worker, you have the right to refuse to perform a specific job or task you believe is unsafe without being disciplined by your employer. Your employer or supervisor may temporarily assign a new task to you, at no loss in pay.

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

As a worker, you must immediately report the unsafe condition to a supervisor or employer.

As a supervisor or employer, you must investigate the matter and fix it if possible. If you decide the worker's concern is not valid, report back to the worker.

2. If a worker still views work as unsafe after a supervisor or employer has said it is safe to perform a job or task

As a supervisor or employer, you must investigate the problem and ensure any unsafe condition is fixed. This investigation must take place in the presence of the worker and a worker representative of the joint health and safety committee or a worker chosen by the worker's trade union. If there is no safety committee or representing trade union at the workplace, the worker who first reported the unsafe condition can choose to have another worker present at the investigation.

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

If the matter is not resolved, the worker and the supervisor or employer must [contact WorkSafeBC](#). A prevention officer will then investigate and take steps to find a workable solution.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work?origin=s&returnurl=https%3A%2F%2Fwww.worksafebc.com%2Fen%2Fsearch%23q%3Dunsafe%2520work%26sort%3Drelevancy%26f%3Alanguage-facet%3D%5BEnglish%5D>

Note: WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit www.worksafebc.com for current information.

Worker Rights and Responsibilities:

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

Your rights

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

Your responsibilities

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

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

Employer Responsibilities:

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

Your responsibilities

- Establish a valid occupational [health and safety program](#).
- [Train](#) your employees to do their work safely and provide proper supervision.
- Provide [supervisors](#) with the necessary support and training to carry out health and safety responsibilities.

- Ensure adequate first aid equipment, supplies, and trained attendants are on site to handle injuries.
- Regularly inspect your workplace to make sure everything is working properly.
- Fix problems reported by workers.
- Transport injured workers to the nearest location for medical treatment.
- Report all injuries to WorkSafeBC that required medical attention.
- Investigate incidents where workers are injured or equipment is damaged.
- Submit the necessary forms to WorkSafeBC.

Supervisor Responsibilities:

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

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

Your responsibilities

- Ensure the health and safety of all workers under your direct supervision.
- Know the WorkSafeBC requirements that apply to the work under your supervision and make sure those requirements are met.
- Ensure workers under your supervision are aware of all known hazards.

Ensure workers under your supervision have the appropriate personal protective equipment, which is being used properly, regularly inspected, and maintained.

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

Appendix G

**Local Memorandum of Agreement
Between
The Board of Education for School District 79 (Cowichan Valley)
And
The Canadian union of Public Employees local 5101**

The parties hereby agree to the following amendments to the 2014-2019 Collective Agreement:

Article #	Modify
1(g)	Amend
10(c)	Amend
12(f)	Amend
15	New
15(f)	Amend
16	New
16(b)	New
16(f)(iii)	New
16(f)(ix)	New
16(f)(vi), (vii), (viii)	New
16(h)	New
17(a)	Amend
17(d)	Amend.
17(d)	Amend
18(b)	Amend
18(b)	Amend
18(f)(i)	New
18(g)(i)	Amend
18(j)(i) & (ii)	Amend
23(c)	New
23(e)	New
23(f)	Amend
24(c)	Amend
24(e)(i)	New
27(g)	New
28	Amend
28(c)	Amend
32(b)	New
32(c)	New
33(e)(ii)	New
37	New
LOU #1	Renew
LOU #2	Renew
LOU #3	Renew

LOU #4	Options When Moving from a Temporary to a Permanent Position
LOU #5	Remove
LOU #5 (previous #7)	New
LOU #6	Remove