



## **AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 45 (WEST VANCOUVER)**

**AND**

**THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION**

**July 1, 2019 – June 30, 2022**

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THIS AGREEMENT made the 1<sup>st</sup> day of July Two Thousand and Nineteen (2019)

BETWEEN:

**BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 45 (WEST VANCOUVER)**, hereinafter called the "Board"

AND:

**THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION**, hereinafter called the "Association"

## **SECTION A — THE COLLECTIVE BARGAINING RELATIONSHIP**

### **Article 100 - Recognition**

WHEREAS the Board approves and recognizes the Association as the sole bargaining agency on behalf of its employees, excepting those employees excluded under the *Labour Relations Code* of B.C.,

AND WHEREAS it is thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement, the following shall so apply.

### **Article 102 - Term of the Agreement**

This Agreement shall be for a term of three (3) years, with effect from the first day of July, 2019 and shall remain in full force and effect thereafter unless either party, at least two (2) months prior to the expiry date of the 30<sup>th</sup> of June 2022 gives to the other party written notice of desire to change, amend or terminate such Agreement.

If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either party.

It is understood and agreed between the Board and the Association that the operation of subsection (2) of Section 50 of the *Labour Relations Code* is hereby excluded from and shall not be applicable to this Agreement.

## Article 104 - Definitions

### 104.1 Employee Categories

"Employee" shall mean a person who is an employee, as defined by the *Labour Relations Code* of B.C

(a) **Permanent Full-time Employee**

"Permanent Full-time Employee" shall mean employees who have successfully completed the probationary continuous service in any established ten (10) or twelve (12) month position, and temporary or casual employees who have completed either ten (10) or twelve (12) months of continuous service in a respective ten (10) or twelve (12) month position upon reappointment, with the exception of short-term, fee paying hours, as governed by Letter of Understanding No.5.

(b) **Permanent Part-time Employee**

"Permanent Part-time Employee" shall mean employees who have successfully completed the prescribed period of probation and who are working less than the scheduled number of hours for a ten (10) or twelve (12) month position, and temporary or casual employees who are working less than the scheduled number of hours and who have completed either ten (10) or twelve (12) months of continuous service in a respective ten (10) or twelve (12) month position upon reappointment, with the exception of short-term, fee paying hours, as governed by Letter of Understanding No. 5.

(c) **Probationary Employee**

"Probationary Employee" shall mean those employees who are employed in any established position:

- i. during the first nine (9) months of their employment for those employees in positions of less than 15 hours per week, and
- ii. during the first continuous sixteen (16) weeks of their employment for those employees in positions of 15 hours or greater per week.

Notwithstanding Article 104.1 (a) and (b), where an employee commences work prior to September 30<sup>th</sup> and works the balance of the school year, the employee will be deemed to have worked the full year for the purposes of conversion to permanent status.

Temporary Employees who successfully obtain a permanent job in the same job description without a break in service will have their time in that temporary position credited towards their probationary period.

All employees are to receive written notification of the completion of their probation period, with a copy of said notification to be sent to the Business Manager of the Association.

(d) **Casual Employee**

“Casual Employee” shall mean those employees who may be employed by the Board for work of a recurring but non-continuous nature, such as,

- i. substitute on a day-by-day basis;
- ii. substitute for an employee who is absent for an unspecified period of time; and/or
- iii. an employee brought in on a day-by-day basis during peak periods.

All of the above are not expected to exceed twenty consecutive working days.

Both the employee and the Association shall be advised in writing that the employment is casual.

(e) **Temporary Employee**

“Temporary Employee” shall mean those employees hired for a predetermined length of time on a full-time or part-time basis for positions expected to exceed twenty working days. Temporary employees are paid at the casual rates of pay and all such positions shall be posted in accordance with Article 400 “Filling Vacancies”. Temporary appointments may be extended by mutual agreement between the Association and the Board.

**Article 105 - Breaks in Service for Temporary Employees**

For temporary employees working in ten (10) or twelve (12) month positions, breaks in service shall consist of a minimum of ten (10) consecutive working days, excluding time off for sickness, vacation, Christmas break, spring break and any other time that the Board determines.

The Board agrees, wherever possible, to avoid breaks in service which may result in disqualification from permanent status.

**Article 106 - Committees**

**106.1 Labour Management Committee**

The Labour Management Committee shall be composed of representatives from the Association and senior administration of the Board. Members shall meet on a monthly basis to consult about issues relating to the workplace that affect the Parties or any employee bound by this Collective Agreement. The purpose of such meetings is to promote positive and cooperative resolution of

workplace issues, fostering the development of work-related skills, and for promoting workplace productivity.

## **106.2 Standing Joint Job Evaluation Committee (SJJEC)**

The SJJEC will be established to carry out the ongoing maintenance of the job evaluation program as negotiated and implemented between the Parties during the 1996-98 negotiations.

The SJJEC's mandate shall be to maintain the integrity of the job evaluation program negotiated. This will include a regular review of all existing and appealed positions, and an evaluation of all new positions, including, but not limited to, job descriptions, bandings, pay grades, the job evaluation plan, and its procedures and methods.

Any recommendations for changes must be negotiated by both the Board and the Association. The SJJEC's guidelines shall be those established by the Terms of Reference, as amended from time to time by mutual consent of both Parties.

In addition, the SJJEC will review, update and adjust the Job Evaluation Plan as necessary to clarify Notes to Raters, etc. with no further approval required. However, critical changes such as point bandings, must be recommended to the Board and the Association for inclusion in negotiations.

All positions (i.e. job descriptions and evaluations) within the organization shall be developed and rated by the SJJEC in accordance with the Gender Neutral Joint Job Evaluation Plan and the approved Terms of Reference, dated March 5, 2003, and as amended from time to time by mutual consent of both Parties.

The final determination and acceptance of job descriptions and wage rates are subject to the approval of the Association and the Board.

Any job descriptions or ratings in dispute are subject to the grievance procedure.

## **Article 108 - Termination of Employment**

**108.1** All employees other than permanent employees shall be subject to dismissal on one (1) day's notice.

**108.2** A permanent employee shall be given one (1) month's notice of termination of dismissal or one (1) month's pay in lieu thereof, unless they are dismissed for cause.



## **Article 109 - Association Representation**

### **109.1**

- (a) An employee shall have the right to have their Association representative present at meetings with their Manager/Administrator which the employee believes may be the basis for disciplinary action.
- (b) Where a Manager/Administrator intends to interview an employee for disciplinary purposes, the Manager/Administrator shall endeavour to notify the employee in advance of the purpose of the meeting to provide the employee with the opportunity of contacting his/her Association representative and requesting that representative's attendance at the meeting, providing this does not hinder the ability of the Manager/Administrator in the exercise of his/her authority.
- (c) This Article shall not apply to meetings involving performance appraisals or of an operational nature not involving disciplinary action.

**109.2** Notwithstanding the foregoing, it is the Manager/Administrator's responsibility to take immediate action where it can be shown that to delay the exercise of such discipline would not be in the best interests of either the employee or the Board.

**109.3** For the purpose of this section, "Association representative" and "representative" shall mean a shop steward or, in the absence of a shop steward, may also mean an officer of the Association.

## **Article 110 - Grievance Procedure**

**110.1** Where any difference arises between the Parties to this Agreement relating to the dismissal, discipline or suspension of an employee covered by this Agreement, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the Parties, without stoppage of work, may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration; or may request the Labour Relations Board to appoint an officer to confer with the Parties to assist them to settle the difference.

**110.2** It is the intent of the Parties hereto to settle any difference between them as expeditiously and harmoniously as may be possible and the following procedure is established for this purpose:

**Step One:** Any aggrieved employee or employees shall first discuss the matter with the Manager/Administrator and both Parties shall attempt to settle the grievance within five (5) working days.

**Step Two:** If the grievance cannot be settled as above, the aggrieved shall present the grievance in writing to the Manager/Administrator, with a copy to the Association Executive. The aggrieved, with the Shop Steward or other Association representative, shall meet with

the Manager/Administrator and the Assistant Superintendent or designate and they shall attempt to settle the grievance within five (5) working days.

**Step Three:** If the grievance cannot be settled as in Step Two, the Association may submit the grievance to the Chair of the Board (or their representative) who shall meet within five (5) working days, or such time as may be agreed upon after receipt of the grievance, with the Association representative(s) and they shall attempt to settle the grievance within five (5) working days.

**Step Four:** If the grievance cannot be settled as in Step Three, the grievance may be submitted to Arbitration as set out in this Agreement.

**110.3** Either party may initiate the grievance procedure commencing at Step Three above.

## **Article 112 - Arbitration**

**112.1** Should any difference between the Parties to this Agreement remain unsettled after the completion of Step Three of the Grievance Procedure, either party within five (5) days after failure to settle the difference, may notify the other party in writing of its desire to submit the difference to arbitration. The Arbitration Board may be a single Arbitrator or a panel of three (3) Arbitrators. The decision of the Arbitration Board, either single or three-member, shall be final and binding on both Parties. Expenses incident to the services of the single-member Arbitration Board shall be borne equally by the Parties to this Agreement: each party shall bear the expenses incident to the services of its appointee to the three-member Arbitration Board and shall bear equally the expenses incident to the services of the Chair of that Board.

**112.2 Single Arbitrator** The arbitrator shall be appointed by mutual consent of the Parties. If the Parties are unable to agree upon the arbitrator within seven (7) clear days after arbitration has been invoked, they shall then jointly petition the Minister of Labour for the Province of British Columbia to appoint an arbitrator. The arbitrator shall complete his/her examination and hearing and hand down his/her award within a reasonable time, which is considered to be not more than thirty (30) days after his/her appointment.

**112.3 Three-Member Board** If arbitration is to be conducted by a board of three (3) members, the party invoking arbitration shall, in its notice to the other party, so state, and the notice shall contain the name of its appointee to the Arbitration Board. The recipient party of such notice shall, within ten (10) days, advise the other party of the name of its appointee to the Board. The two appointees so selected shall, within twelve (12) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) members fail to agree upon the Chair in the time specified, either party may apply to the Minister of Labour to appoint a Chair. The Board shall proceed as soon as practicable to examine the grievance and render its judgment.

It is agreed between the Parties hereto that the above Grievance and Arbitration procedure shall be the sole method of settling differences between them or between an employee or employees and the School Board, and it is further agreed that both Parties and the employees covered in this Agreement shall be bound by the settlements which derive from the Grievance and Arbitration procedure.

Any question as to whether any matter is arbitrable shall be decided by mutual agreement between the Parties hereto or shall be referred to the Labour Relations Board for decision.

Unless otherwise stated in this Agreement, the provisions of Part VIII of the *Labour Relations Code* of British Columbia, being Sections 81 to 114, entitled "Arbitration Procedures", will apply.

#### **Article 114 - Association Security**

**114.1** It is agreed that employees who are at present members of the Association shall remain so as a condition of employment. It is further agreed that employees who are hereafter employed by the Board shall become members of the Association on the first day of the month immediately following the completion of one (1) calendar month's employment and shall remain members of the Association as a condition of employment.

**114.2** The Board will deduct from the pay of each employee covered by this Agreement, all fees and legal dues as determined by the Association and duly authorized by the employee and will transmit the total amount so deducted to the Association no later than the 15th of each month following that in which the deduction was made.

#### **Article 116 - Crossing Picket Lines**

**116.1** The employees covered by this Agreement may refuse to cross a legal picket line maintained during any legal strike. Such action should not be considered grounds for disciplinary action beyond loss of pay for the time absent from duty.

**116.2** In cases of emergency, the Association agrees to waive the right of refusal to cross the picket line as outlined above for the number of employees required to remedy such emergency.

#### **Article 120 - Agreement as to Conditions Not Mentioned**

It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions shall continue in full force and effect for the duration of this contract.

## **Article 122 - Rights of Management**

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract.

## **SECTION B — SALARY AND BENEFITS**

### **Article 200 - Remuneration and Employee Benefits**

**200.1** The salary schedule will establish Step 1 as 90% of Step 2 in all classifications.

**200.2** The progression from Step 1 to Step 2 will occur after twelve (12) consecutive months from the date in which the employee starts in an established position.

**200.3** Casual employees will be paid at the prevailing Step 1 salary rate.

**200.4** Casual and/or Temporary employees who have attained the equivalent of one full year of full-time service in a job position in which they have provided casual or temporary service will be placed at the Step 2 rate for that position. The adjustments will be reviewed and made effective annually on July 1st.

**200.5** The Parties recognize the Public Education Benefits Trust ("PEBT") as the current provider of employee benefits to support staff. Information about the PEBT can be found at [www.pebt.ca](http://www.pebt.ca).

### **Article 204 - Medical Services Plan (MSP)**

The Board agrees to pay 100% of the premium cost for employees participating in MSP benefits. These benefits shall apply to probationary and permanent employees after three (3) months' service.

### **Article 206 - Extended Health Benefits (EHB)**

The Board agrees to pay 100% of the premium cost for employees participating in the EHB Plan. These benefits shall apply to probationary and permanent employees after three (3) months' service.

### **Article 208 - Dental Plan**

The Board agrees to pay 100% of the premium cost of a dental plan, as follows:

Plan "A"	-	80%	payment of claim
Plan "B"	-	50%	payment of claim
Plan "C"	-	50%	payment of claim (dependent children only)

Participation in the Plan will be a condition of employment for all new probationary and permanent employees (unless they are already covered under a spouse's insurance) upon the completion of three (3) months' service.

For part-time employees, the Board's share in the premium cost shall be in proportion to their time worked and the part-time employee shall pay the balance.

#### **Article 210 - Group Life Insurance**

All permanent employees shall be included in the Plan after three (3) months' service. Membership in the Plan is compulsory for all new permanent employees. The Board agrees to pay 100% of the premium cost.

**210.1 Group Life Insurance Coverage** - two (2) years' basic salary  
- rounded up to the nearest \$1,000.00

#### **Article 212 - Registered Retirement Savings Plan**

The Board contributes an amount equal to two percent (2%) of the basic salaries of the employees covered by the Agreement when the said employees themselves contribute an equal amount. The contributions are deposited in a Trust Fund for the benefit of the employee, and can be withdrawn by the employee, in accordance with the contract covering the Trust Fund with the Bank. Permanent employees may begin to contribute to the savings plan upon completion of the probationary period.

Basic salary is the rate set out opposite the respective classifications and does not include extras, overtime, bonuses, etc.

#### **Article 214 - Long Term Disability (LTD) Plan**

All permanent employees who are employed on the basis of fifteen (15) hours per week or more, upon the completion of three (3) months' service, shall be included in a Long Term Disability Plan, providing protection against total loss of earnings due to health reasons.

#### **Article 216 - Sick Leave**

**216.1** After three (3) completed calendar months' of continuous service, an employee shall be granted sick leave with pay on the basis of one and two-thirds (1-2/3) days per month, twenty (20) working days per calendar year to be allocated on the basis of ten (10) working days on January 1st and July 1st. These days will be paid in the first pay period in January and July respectively cumulative to a maximum of two hundred (200) working days, retroactive to the first complete calendar month of employment.

**216.2** In case of sick leave, the Board may grant up to five (5) days without the employee being required to produce a Medical Certificate provided, however, such employee requesting sick leave has sufficient accredited sick leave. Upon

proof of payment, the Board will reimburse the employee for any charges made in acquiring the above certificate.

- 216.3** In WorkSafe BC cases, the time not paid by WorkSafe BC shall be treated as sickness and the loss of salary paid by the Board from the employee's sick leave, but shall not be a deduction from the gratuity allowance. The amount paid from the employee's sick leave shall be the amount necessary to yield the employee's normal net pay for the basic salary of their classification.

### **Article 218 - Gratuity Plan**

A Gratuity Plan shall enable employees upon leaving the service of the Board, with a minimum of five (5) years' service, and an attained age of fifty (50), to be paid for 50% of their unused accumulated sick leave to a maximum of one hundred (100) days, based on their basic salary on termination. Payment shall be made on termination or at any time during the subsequent twelve (12) months on the written request of the employee, such request to be submitted by their termination date.

Employees with a minimum of five (5) years' service and an attained age of fifty (50) shall also have the option of withdrawing portions of their accumulated sick leave as gratuity pay during their service with the Board, in cash at their current rate of pay, or on approval of the Manager/Administrator as additional vacation, providing that the balance of their accumulated sick leave is never less than seventy-five (75) full days, i.e. equivalent to thirty-seven and a half (37-1/2) days Gratuity Plan credit. Such withdrawals will be adjusted on their sick leave record and deducted from their maximum entitlement in the Gratuity Plan on termination.

Employees who are laid off and receive gratuity pay shall on re-engagement have the choice of two options:

- either:
1. Refund, within six (6) months of re-engagement, the amount of gratuity pay previously received, in which case their sick leave entitlement and gratuity pay record will be revised as if their employment had never terminated.
- or:
2. Be eligible for sick leave entitlement of twenty (20) days a year, which shall be cumulative, and such employees shall not be eligible for any further gratuity pay.

Employees who resign and receive gratuity pay shall on re-engagement be eligible for sick leave entitlement of twenty (20) days a year, which shall be cumulative, and such employees shall not be eligible for any further gratuity pay.

### **Article 220 - Compulsory Quarantine**

Salary for time lost due to compulsory quarantine, when certified by the School Medical Health Officer, shall be paid to permanent employees covered by this Agreement and is not chargeable against sick leave.

## **Article 222 – Municipal Pension Plan**

- 222.1** All permanent employees retiring upon reaching the minimum retirement age of fifty-five (55) shall receive one (1) month's pay computed at his or her rate of pay for the calendar month immediately preceding the date of retirement. Such payment shall be made upon receipt of written confirmation from the Municipal Pension Plan that the employee is receiving pension benefits.
- 222.2** Any employee who reaches the normal retirement age of sixty-five (65) may elect to retire immediately or may elect to continue to work. In such cases, all benefits and perquisites shall continue during this period unless prohibited by Statute or by contracts with benefit carriers.
- 222.3** Upon retiring after reaching the minimum retirement age of fifty-five (55), a permanent employee not eligible for pension from the Municipal Pension Plan shall receive two (2) days' pay for each year of service with the Board.
- 222.4** All permanent employees employed half time or greater are required to participate in the Municipal Pension Plan.
- 222.5** All permanent part-time employees working less than half time, casual employees and temporary employees meeting the requirements as stipulated in the *Pension Benefits Standards Act (PBSA)* are eligible to participate in the Municipal Pension Plan.

## **Article 224 - Percentage in Lieu of Benefits**

- 224.1** Permanent employees who regularly work less than seventeen and a half (17.5) hours per week shall be entitled to sixteen percent (16%) of regular earnings in lieu of all benefits (i.e. as listed for temporary and casual employees.)
- 224.2** Temporary and casual employees shall be entitled to twelve percent (12%) of regular earnings, which premium payment shall be considered to be in lieu of all the following benefits:

- MSP
- EHB
- Dental Plan
- Group Insurance
- Registered Savings Plan
- Group Income Continuance
- Sick Leave
- Gratuity
- Paid Leave of Absence
- Paid Vacation Leave
- Paid Statutory Holiday Leave

Temporary and casual employees who have worked one thousand five hundred (1500) hours within the past fifty-two (52) consecutive pay periods shall be increased to sixteen percent (16%) of regular earnings.

## **Article 227 - Casual Rates for Permanent Employees**

A permanent employee currently on Step 2 and on unpaid leave from the Board, who avails themselves for work on the casual list, shall be paid at Step 2 for hours worked as a casual employee in the department that the employee normally works. If the employee is not receiving any Board-paid benefits, 16% in lieu of benefits shall also be paid.

## **Article 228 - Pay for Acting in Senior Capacity**

### **228.1 Appointments for One or More Days**

When an employee is appointed to temporarily accept the responsibilities and to carry out the duties incident to a position which is senior to the position which he/she normally holds, he/she shall be paid for every day the duties of the senior position are carried out at the minimum rate in the scale for such senior position which represents an increase over their normal rate. (It is not intended that this Article apply when, in a senior person's absence, their work is handled by a number of persons.) An employee has the right to refuse a temporary appointment to a senior position.

All temporary appointments of this nature must be authorized in writing by the Manager/Administrator and approved by the Assistant Superintendent or designate.

### **228.2 Appointments of Up to One Day**

When an employee is required to perform the duties of a higher classification and the employee is assigned those duties by their supervisor; the employee shall be paid for the time worked in the higher classification at the rate normally paid for that classification. The minimum amount paid shall be for one hour. The employee must hold the appropriate certification or credentials required to perform the duties of the higher classification.

## **Article 230 - Benefit Continuance**

Employees waiting for acceptance on the Long Term Disability Plan (Article 214) shall have all applicable benefits continue in force at no cost until such time as LTD benefits come into effect, to a maximum of six months.

## **Article 232 - Travel Allowance**

**232.1** With the approval of their immediate supervisor, employees shall be entitled to a travel reimbursement of the base rate set by the Board , per kilometer traveled in their personal vehicle while on Board business.



**232.2** Those persons designated by the General Manager of Facilities as required to transport tools and equipment will have a two-tiered rate of:

- a. Two times (2X) the base rate per kilometer established by the Board for the first one hundred and fifty (150) kilometers per month, and
- b. The base rate per kilometer established by the Board for all kilometers over and above one hundred and fifty (150) kilometers for the remainder of the month.

**Article 233 – Clothing Allowance**

Where a permanent or temporary employee is required by the Board as a part of the student's educational program to participate in swimming activities as part of the employee's regular duties, the employee shall be reimbursed up to seventy-five dollars (\$75) per school year for a bathing suit. Employees will be required to submit a receipt prior to reimbursement.

**Article 234 - E.I. Rebate**

The Board shall remit to the Association on a semi-annual basis an amount equal to the employees' share of the savings resulting from reduced Employment Insurance premiums. These amounts shall be remitted in July and January for the preceding six months.

## **SECTION C — EMPLOYMENT RIGHTS**

### **Article 300 - Seniority**

- 300.1** Until an employee has the status of a permanent employee, they shall have no seniority rights. Upon achieving permanent status the provision of 300.2 would apply.
- 300.2** When an employee becomes a permanent employee, the initial date of qualifying employment shall be the effective date of the permanent appointment backdated by the number of weeks worked in temporary appointments in the previous 24 months, if any, for the purposes of calculating perquisites and seniority of position.
- 300.3** The Board will provide a seniority list to the Association by December 1<sup>st</sup> of each year.

### **Article 302 - Lay-Off**

#### **302.1 Lay-off by Department**

Subject to the provisions of this Article, when in the opinion of the Board, conditions warrant the lay-off of any employee, such lay-off shall be done in reverse order of the employee's seniority within the following specified departments:

Clerical  
Custodians  
Facilities  
Information Services/IT  
Laboratory Assistants  
Librarian Cataloguer  
Settlement Worker in School(s) (SWIS)  
Education Assistants  
Teachers' Assistants

- (a) In reducing employees, the skill, knowledge and efficiency of the employees concerned shall be the primary consideration and where such qualifications are equal, length of service shall be the determining factor.
- (b) The order of lay-off shall be casual employees, then temporary employees, and then permanent employees.

### **302.2 Notification of Reduction in Numbers**

Whenever a reduction in the number of positions is being contemplated, the Board shall advise the Association as soon as possible in advance of the employees likely to be affected by receiving a lay-off notice referred to in paragraph 302.3 below. Such notice to the Association will contain specific information relative to the number of employees affected, their names, job classifications, locations, and seniority date, and anticipated date the lay-off will commence.

### **302.3 Timing of Lay-off Notice**

Employees affected by lay-off shall receive notice in accordance with the following:

- (a) thirty (30) days before the end of a school term, if the termination is to take place at the end of a term, or
- (b) sixty (60) days before the termination is to take place, if the effective termination date is at any other time than at the end of the school term.

**302.4** No lay-off of employees shall take place until the provisions of Sections 302.2 and 302.3 of this Article have been fulfilled.

### **302.5**

#### **(a) Rights to Displace**

Employees affected by work force adjustments as a result of lay-off shall have the opportunity to displace other employees with lesser seniority in their specified department in the bargaining unit at the same or lesser pay grade, as per Appendix One. Any affected employee shall have the right to a familiarization period to qualify for any such position obtained as a result of this Article provided the employee is able to demonstrate that they are capable of performing the duties of the position. Whether or not the demonstration is successful shall be at the sole discretion of the Board. Employees must exercise their rights to this Article in a reasonable period as determined on each occasion by the parties to this Agreement.

#### **(b) Right to Transfer**

Employees who take a position at a lower pay grade because of the lay-off, recall and severance provisions set out in this Article shall maintain their present salary rate, i. e. their present salary rate shall be red-circled until the salary grid for the lower pay grade catches up.

- (c) The Board reserves the right to transfer employees to their original position when a vacancy occurs, subject to the provisions of the Agreement and the seniority and capabilities of the employee.

- 302.6** For the duration of the recall period, laid off employees may elect to continue their Benefits, provided that such coverage is permitted by the insurance carrier and is at no cost to the Board.

## **Article 304 - Recall**

### **304.1 Rehire of Laid-off Employee**

The Board will at all times rehire laid-off employees according to seniority of such laid-off employees, without loss of seniority, prior to any new employee being hired, to a position which a laid-off employee is capable of filling.

- 304.2** When an offer of employment has been so made, the former employee shall inform the Board of their acceptance within forty-eight (48) hours and shall report for duty not later than twenty-one (21) calendar days from the date such re-employment was offered or such longer period as requested by the Board or as agreed between the Parties.

- 304.3** A laid-off employee who declines an offer of employment or who fails to report for duty in accordance with the provisions of Article 304.6 below, shall be considered as no longer subject to recall, provided that the position to which they are recalled provides at least the same level of remuneration, i.e. the equivalent rate of pay and hours, as the position from which they were laid off.

- 304.4** Laid-off employees who accept severance as set out in Article 306 below shall be considered as no longer subject to recall.

- 304.5** The Board agrees to supply on request of the Association the names of the laid-off employees contacted in the filling of a particular vacancy and that of the engaged employee.

### **304.6 Change of Address**

A former employee must keep the Board informed of the address at which they can be reached and any offer of re-employment up to one (1) year from the date of lay-off shall be made in person or by double registered letter addressed to the latest address so furnished by the former employee.

- 304.7** Normal temporary lay-off of ten (10)-month employees when school is not in session for teachers in the summer shall not be affected by this provision.

- 304.8** Employees who have been served layoff notice pursuant to Article 302 shall be advised of the recall (Article 304) and severance pay (Article 306) procedures.

## **Article 306 - Severance Pay**

An employee who is on a permanent full-time appointment with the Board whose position is terminated and the employee has not been reassigned to another position may elect to receive severance pay at any time up to the end of the recall period which is defined as one

(1) year. Service of permanent part-time employees shall be prorated to full terms, or full time if twelve (12) month.

Severance pay shall be calculated at the rate of five per cent (5%) of one (1) year's salary for each year of service, or major portion thereof, to a maximum of one (1) year's salary. A year's service is defined as being a school year for ten (10) month employees, September through June, or twelve (12) continuous months of employment for twelve (12) month employees. Salary on which severance pay is calculated shall be the employee's basic salary at the time the employee received notice that the position occupied by the employee was to be terminated or made redundant.

An employee who receives severance pay pursuant to this Article and who may be subsequently rehired by the Board shall retain any severance payment. The calculation of years of service on rehire for such employee shall commence from the date of the rehire.

### **Article 308 - Job Sharing**

The purpose of job sharing is to allow permanent full-time employees with special needs to share their permanent full-time position with another employee without reducing the efficiency of the position and without reducing the established hours of work for the position. For full details see the Job Sharing Agreement reached between the Association and the Board.

### **Article 310 - Teacher/Teacher Assistant and Education Assistant Conflict Resolution Process**

- 310.1** The Parties agree to uphold the tenets contained within the "Teacher/ Teacher Assistant and Education Assistant Relationships" document which can be found online and as a separate document at the back of the printed collective agreement
- 310.2** The Board agrees that any revision of this document shall be undertaken in collaboration with the Association, and that the document shall be altered only with the mutual agreement of the Parties.
- 310.3** The parties agree that the reference to the Teacher Assistants and Education Assistants in the document means those teacher assistants and education assistants working directly with teachers.

### **Article 312 - Indemnification of Employees**

The Board shall indemnify an employee against claims for damages against the employee arising out of the performance by the employee of their duties, and shall pay reasonable legal fees and disbursements incurred by the employee, including, but not limited to, claims arising from authorized administration of medication to a student, supervision of self-administration of medication by a student, and performance of physical procedures relating to the medical needs of a student. This provision is subject to any applicable bylaws of the Board and to applicable provisions of the *School Act*.

#### **Article 314 - Employee Workplace Safety**

If an employee deems a work duty to be harmful or a threat to their personal safety, or the safety of others, they shall immediately report the situation to their supervisor. No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment that they believe would create an undue hazard to their health and safety and/or the safety of others; or where it would be contrary to the *Workers' Compensation Act*, legislation, or regulations.

There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered to or permitted to work on a job that another worker has refused until the matter is investigated and deemed to be safe.

## **SECTION D — PERSONNEL PRACTICES**

### **Article 400 - Filling Vacancies**

- 400.1** The Board agrees that before filling any new permanent or temporary position which has been created; any permanent or temporary position which becomes vacant through the retirement, promotion, resignation, transfer, dismissal or death of an employee covered by this Agreement; and any casual position which becomes permanent, notice of such vacancy shall be posted within five (5) days from knowledge and/or notification of the vacancy. Vacancies must be posted in a conspicuous place in all school district sites, and electronically for five (5) days before such vacancy is filled.
- 400.2** The Board will forward a copy of all postings to the Association.
- 400.3** The Board has the discretion over whether to fill any vacant position.
- 400.4** All vacancies must be filled within a reasonable period of time.
- 400.5** All successful applicants shall receive a letter of appointment for new appointments and written notification of changes in assignment, which will include the location of assignment, terms of appointment, job title, pay grade and step, commencement date and if applicable, termination date.

### **Article 401 - Hiring Practices - Internal Applicants**

- 401.1** If an internal applicant possesses the required qualifications, experience, skill and ability, including evidence of appropriate upgrading, as determined by the Assistant Superintendent or designate, the Board is required to award the position to the internal applicant.
- 401.2** In making promotions, transfers, and demotions, the skill, knowledge and efficiency of the employees concerned shall be the primary consideration and where such qualifications are equal, length of service shall be the determining factor.
- 401.3** In the event an employee is promoted or transferred to a higher rated position, if such position or classification has a salary range, the employee shall receive the next step in the salary range immediately above the rate they received in the former position. If the position or classification has only a wage rate, the promoted or transferred employee shall receive the rate for the position providing there is no reduction in wage rate or salary.

### **Article 402 - Personnel Files**

- 402.1** The Board agrees that only material which is factual and/or material relevant to the employment of the employee shall be maintained in personnel files. An employee or their designate shall have access to all material in their personnel

file at a time which is mutually convenient to the Board and only in the presence of someone authorized by the Board. In the event that an employee believes that any material in the file is not appropriate, the employee has the right to request its removal to the appropriate Board official.

**402.2** Material of a negative or adverse nature must be shown to the employee and the Association prior to entering such material into the personnel file. Moreover, such employees should be given an opportunity of signifying by signature that they have seen and understood the entry. Where material critical of the employee, or in the nature of a reprimand, is placed in the file, the employee may elect to attach an addendum to the material.

**402.3** Written reprimands or other disciplinary action shall be removed from the employee's file forty-eight (48) months after the incident, provided there has been no further reprimand or other discipline, and provided the employee's actions do not involve the health and safety of children.

#### **Article 404 - Copies of Agreement**

A copy of this Agreement shall be sent to all members of the Association, including casual and temporary employees, in each contract year.

#### **Article 406 - Reclassifications and Job Descriptions**

**406.1** It is agreed that no innovations, alterations, or changes in work descriptions or the creation of new departments shall be made without consultation between the Parties hereto and, if warranted, should be submitted to the SJJEC.

**406.2** When employee responsibilities have increased to duties of a higher classification and the situation has not been recognized by the Board, the employee may apply for reclassification.

**406.3** When submissions for salary adjustments and promotions are made by the employee in the regular manner and not granted, a written reply is to be sent to the employee outlining the reasons for this decision.

**406.4** All new positions will undergo a full review process (e.g. questionnaire completion, interviews), six (6) months after staffing, to confirm or adjust pay grade and to create a final job description and rating in accordance with the *Terms of Reference* of the SJJEC.

#### **Article 408 - Workshops and Training**

**408.1** The Board will sponsor one (1) workshop for Teacher Assistants and Education Assistants per year - normally concurrent with a non-instructional day. In consultation with the Assistant Superintendent or designate, representatives from the Teacher Assistants and Education Assistants will meet to determine



course content and to plan the program. Workshops will not normally be held on days when school is in session.

- 408.2** Training and professional development for support staff who are not directly involved with students in class will continue to receive periodic seminars and workshops (e.g. custodians, grounds, facilities, technical, secretarial.)
- 408.3** Employees directed to undertake additional training shall have the cost of such additional training paid for by the Board.
- 408.4** Any monies remaining after the increase in time to Elementary Administrative Assistants and Secondary Education Assistants shall be quantified by September 30<sup>th</sup> of each year. Any monies remaining shall be available to spend on the annual workshop referenced in Article 408.1.

## SECTION E — WORKING CONDITIONS

### **Article 500 - Hours of Work**

#### **500.1 Facilities Employees**

The regular hours of work for full-time Facilities and Information Technology employees shall not exceed thirty-seven and a half (37-1/2) hours per week. The working week will commence no earlier than 7:00 a.m. Monday, or as otherwise agreed between the employee and management.

#### **500.2 Custodial Employees**

The regular hours of work for all Custodial employees shall be prescribed by the Board, but shall not exceed seven and a half (7-1/2) hours per day nor thirty-seven and a half (37-1/2) hours per week. The seven and a half (7-1/2) hours of work shall be completed in eight (8) consecutive hours or shall be completed within a twelve (12) hour period in the case of a split shift. New inexperienced Custodial employees shall be given two (2) days on-the-job training by the Assistant Supervisor-Custodial or their designate.

#### **500.3 Clerical Employees (other than Elementary Administrative Assistants)**

The regular hours of work for Clerical employees shall not exceed seven (7) hours per day, nor thirty-five (35) hours per week, Monday to Friday, exclusive of lunch hour.

#### **500.4 Ten Month Employees**

Ten (10) month employees and other employees in schools are required to work on all prescribed school days, regardless of whether classes are in session or not.

#### **500.5 Alternate Hours of Work**

The hours of work for employees may be varied with the mutual agreement of the employee and the Manager/Administrator to whom they report, with the approval from the Assistant Superintendent or designate. Such modification shall not result in extra costs to the Board by attracting premium pay, unless the Board agrees to do so. This provision only applies to employees who may seek an extended workday and/or a shortened work week. Any agreement to alter the hours of work requires an *Alternative Hours of Work Agreement* to be signed by the employee, the Board (or designate), and the Association prior to implementation. The term of such an agreement shall be specified in the *Alternate Hours of Work Agreement*.

## 500.6 Elementary Administrative Assistants

The regular hours of work for Elementary Administrative Assistants shall not exceed thirty seven and a half (37 ½) hours per week, exclusive of lunch hour.

Elementary Administrative Assistants at primary sites will have part time hours of work of twenty-seven and a half (27 ½) hours per week, exclusive of lunch hour.

## 500.7 Education Assistants – Secondary

The regular hours of work for full-time Education Assistants working in secondary schools will be twenty-eight and a half (28.5) hours per week, exclusive of lunch hour.

## Article 502 - Meal Breaks and Rest Periods

**502.1** Employees working five (5) or more hours per day shall be entitled to a one half (1/2) hour (unpaid) lunch break.

**502.2** Meal breaks in excess of one half (1/2) hour, may be scheduled in consultation with the employee and their supervisor. Meal breaks shall not exceed 60 minutes in duration except by mutual agreement.

**502.3** Employees working five (5) hours or more per day shall normally be entitled to two (2) fifteen (15) minute rest periods, one (1) during the work period prior to the meal break and one (1) during the work period after the meal break. Rest periods shall be included as part of the hours worked. The times when the rest periods are to be taken shall be approved by the supervisor.

**502.4** Part-time support staff shall be granted a lunch period of one half (1/2) hour unpaid and paid fifteen (15) minute rest period(s) according to the following schedule:

Employees' Hours Per Day	Rest Period and/or Lunch Period
Under 3 hours	No break.
3 hours or more, but less than 5 hours	One Rest Period.
5 hours or more	Two Rest Periods and one Lunch Period.

## Article 503 - Travel Time

Employees who are assigned to two (2) or more schools on the same day shall include their travel time between schools as part of their working hours. It is the responsibility of the employee to provide the correct insurance coverage on his/her vehicle.

## **Article 504 - Overtime**

**504.1** Hours of work in excess of the normal work day by probationary or permanent employees shall be compensated by the paying of time and one-half for the first two (2) consecutive hours and double time after two (2) consecutive hours in any one day or shift from Monday to Friday. Double time shall be paid to those employees who are required to work during the hours between 12:00 midnight Friday and 7:00 a.m. Monday and on statutory holidays.

**504.2** Subject to the approval of their Manager/Administrator, an employee may receive compensating time off in lieu of overtime pay. An employee who elects to receive compensating time off in lieu of being paid for overtime shall be given compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime so worked. (Such overtime shall be calculated in the manner set forth in Article 504.1 above.) However, if an employee does not receive all their compensating time off by June 30th of the year following the year in which the overtime was worked, or prior to leaving the service of the Board (whichever occurs first), the employee shall be paid on the first pay period in July for the overtime for which they received no compensation.

### **504.3 Call Out**

The minimum overtime pay for any call out shall be two (2) hours at the appropriate overtime rate, provided that if a second call out should occur within the two (2) hours, the second call out shall not be treated as a separate call.

**504.4** Overtime pay shall be paid in the pay period immediately following the time worked in the event the employee chooses pay over time in lieu.

## **Article 505 - Meal Breaks During Overtime and Call-out**

Permanent and temporary employees who are required to work additional hours beyond their normal shift of 7, 7.5 or 8 hours per day, are entitled to a meal break and a meal allowance as follows:

- a. An employee who works more than five (5) consecutive hours without a meal break is entitled to a meal break, recognizing the regular meal break interval will prevail. ("Interval" being the usual length of time that an individual has in their normal shift between the start of their shift and their meal break.)
- b. Each meal break shall last ½ hour.
- c. An employee who is required to be available for work during a meal break shall have the meal break counted as time worked by the employee.
- d. Where, because of an emergency, it is not feasible to provide a meal break at the otherwise designated time, it shall be taken as soon as practicable.
- e. Employees will be entitled to a twenty dollar (\$20.00) meal allowance as reimbursement for out-of-pocket expenses relating to meal breaks.

## **Article 506 - Hand Tools**

In accordance with present practice, when Tradespeople are required by the Board to provide their own hand tools, and where such hand tools are broken or, in the opinion of the Manager, worn out, as a result of such employees carrying out their required duties and responsibilities in a proper manner, then the Board shall pay the cost of replacing such broken or worn out hand tools, unless the employee is able to effect replacement without cost to the employee under the terms of a guarantee or warranty. The breakage or worn out tool shall be reported to the Manager, who will arrange for a suitable replacement.

Also, if a hand tool is lost, which in the opinion of the Manager, was not the result of undue carelessness by the Tradesperson concerned, the Manager will arrange for a suitable replacement.

## **Article 507 - Boot Allowance**

Any employee covered by this Agreement who requires CSA-approved boots to meet WorkSafeBC regulations in the performance of their duties shall be reimbursed up to \$250 every two school years. Employees will be required to submit a receipt prior to reimbursement. For employees who start mid school year, the amount available for reimbursement will be prorated.

## **Article 508 - First Aid**

All employees who are assigned first aid duties in a school shall be compensated by the Board for obtaining and renewing their First Aid Certificate. The level of certificate will be determined in accordance with WorkSafeBC Regulations.

### **508.1 Elementary Schools**

Administrative Assistants - Elementary School are required to obtain a valid First Aid Certificate.

Administrative Assistants – Elementary School (and other designates) shall be paid a first aid allowance as per Schedule B.

### **508.2 Secondary Schools**

In a secondary school, a maximum of two (2) support staff who have obtained a First Aid Certificate and who have been assigned first aid duties in a secondary school by the Principal, shall be paid a first aid allowance as per Schedule B.

The Board will provide protective clothing such as gloves, masks and eye protection to all sites for use by persons holding current first aid certificates.

## **Article 510 - Changes in Working Conditions**

The Board agrees that any reports or recommendations made to the Board dealing with matters covered by this Agreement including recommendations for changes in method of operation that may affect wage rates, work loads or reduction or increase of employment, will be communicated to the Association at such interval before they are dealt with by the Board so as to afford the Association reasonable opportunity to consider them and, further, that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Board.

## **Article 512 - Technological Change**

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the Board and the Association.

Where the Board introduces, or intends to introduce, a technological change that:

- 512.1** affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- 512.2** alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 112 of this Collective Agreement, by-passing all other steps in the grievance procedure.

The Arbitration Board shall decide whether or not the employer has introduced, or intends to introduce a technological change, and upon deciding that the employer has or intends to introduce a technological change the Arbitration Board:

- 512.3** shall inform the Minister of Labour of its finding; and
- 512.4** may then or later make any one or more of the following orders:
  - (a) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - (b) that the Board will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
  - (c) that the Board reinstate any employee displaced by reason of the technological change;
  - (d) that the Board pay to that employee such compensation in respect of his/her displacement as the Arbitration Board considers reasonable;
  - (e) that the matter be referred to the Labour Relations Board.

**512.5** The Board will give to the Association in writing at least ninety (90) days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement applies.

**Article 514 - Teachers' Assistants - Supervision and Duties**

Persons employed as teachers' assistants shall work under the general supervision of an administrative officer. The responsibility for coordination of duties and the assignment of day-to-day work will rest with the teacher where applicable.

## SECTION F — LEAVES, VACATIONS AND STATUTORY HOLIDAYS

### **Article 602 - Leave for Association Business**

Upon application to and upon receiving permission of the Board in each specific case, time off shall be granted to official representatives of the Association when it becomes necessary to transact business in connection with matters affecting the members of the Association. Such permission shall not be unreasonably withheld.

### **Article 604 - Bereavement Leave**

**604.1** Any permanent employee who has completed six (6) months of employment, may be granted bereavement leave without loss of pay for a period not to exceed four (4) working days in the following events:

- (a) in the case of the death of the employee's spouse, child, ward, brother, sister or parent;
- (b) in the case of the death of any other relative if living in the employee's household; or
- (c) in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the employee.

**604.2** An employee who qualifies for bereavement leave without loss of pay under Section 604.1 herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia may be granted additional leave without loss of pay for a further period of two (2) working days.

**604.3** Requests for leave under Sections 604.1 and 604.2 herein shall be submitted to the employee's Manager/Administrator, who will determine and approve the number of days required in each case.

**604.4** An employee who qualifies for bereavement leave without loss of pay under Section 604.1 herein may be granted such leave when on annual vacation if approved by his/her Manager/Administrator. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.

### **Article 605 - Funeral Leave**

Upon application to, and upon receiving the permission of the Manager/Administrator, an employee may be granted leave of up to one (1) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Section 604.1.



## **Article 606 – Compassionate Care Leave**

Employees are entitled to Compassionate Care Leave as provided under *Employment Standards* legislation. Upon request by the employee, a "Record of Employment" will be issued.

## **Article 608 - Educational Leave**

**608.1 Short Term** - Leave of absence with pay shall be granted for up to one (1) day at a time on approval of the Manager/Administrator to allow employees to write examinations at an accredited educational institution.

**608.2 Long Term** - Educational leave of absence without pay shall be granted for up to one (1) year to employees having three (3) years' service or more, on obtaining approval of the Assistant Superintendent or designate. The year would normally be a full year commencing in September and ending in August. Applications would be required in March/April for Educational Leave to begin the following school year in September. The employee shall not suffer any loss of seniority upon return to the same position following the year of absence.

When the Board requests an employee to participate in a course of study which is directly related to the employee's duties, the Board will provide 100% payment for the course.

## **Article 610 - Leave for Illness in the Family**

Employees may have up to a maximum of three (3) days per calendar year to care for a member of the immediate family who is ill and when no other suitable arrangements are possible. In this case, the absence shall be treated as personal illness. In this respect, "immediate member" means the employee's spouse, child or parent.

## **Article 612 - Personal Leave**

**612.1 Short Term** - Absence for reasons other than those cited above shall be considered personal, and such absence shall be without pay unless otherwise authorized. Application for leave of absence shall be made in writing and be subject to the approval of the Manager/Administrator.

**612.2 Long Term** - Personal leave of absence shall be granted at no cost to the Board for up to one (1) year to employees having five (5) years' service or more, on obtaining approval of the Assistant Superintendent or designate. The year would normally be a full year commencing in September and ending in August. Applications would be required in March/April to begin the following school year in September. The employee shall not suffer any loss of seniority upon return to the same or comparable position following the year of absence. Extensions of long-term personal leaves will not normally be granted. Employees are eligible for one year of personal leave after each 5 years of active service.

### **612.3 Deferred Salary Provision**

Permanent employees, with a minimum of five years seniority, shall be entitled to have 20% of their salary held back each year for four years for the purpose of a one-year personal leave in the fifth year.

### **Article 613 - Citizenship Leave**

Leave of absence with pay shall be granted for up to one (1) day to attend citizenship induction.

### **Article 614 - Leave for Jury Duty**

In the event an employee is required to serve on a jury, or is called for jury duty, or to act as a witness, such employee shall continue to receive their regular pay, provided, however, such employee shall turn over or cause to be turned over an allowance received for serving on such jury or acting as witness.

### **Article 615 – Convocation Leave**

One day of leave for employees to attend their post secondary graduation or be present when a member of their immediate family graduates from a post-secondary institution. Application for leave of absence shall be made in writing and be subject to the approval of the Manager/Administrator.

In this case, "immediate family" means the employee's spouse, child or parent.

### **Article 616 - Maternity/Adoption/Parental Leave**

**616.1** The Association and the Board agree that the maternity, adoption and parental leave provisions of the *Employment Standards Act (ESA)* shall apply. The Parties agree to prepare and provide to employees, when requested, a mutually agreed upon "*Maternity, Adoption & Parental Leave Handbook*" which will be available in printed format, and electronically via the Association and Board web sites.

**616.2** Where a Record of Employment has been issued for reasons of maternity, adoption and parental leaves the Board shall offer employment without loss of seniority, to the said permanent employee, provided that:

- (a) The employee gives at least one (1) month's prior notice, in writing, of his/her intention to return to work.
- (b) The total period of leave does not exceed the maximum time as allowed by the *ESA*.

**616.3** It is agreed and understood that failure by the employee to inform the Board of the employee's intention to return to employment within the maximum period of time as allowed by the *ESA* will mean that the leave is deemed to be permanent with the concomitant loss of all seniority and privileges.

**616.4** During any maternity, adoption, and/or parental leave, medical and Long-term Disability coverages may be maintained by the employee paying, in advance, the employee's portion of the premium applicable from the 1st day of the month following the date of the commencement of the leave. During any period of maternity, adoption and parental leaves, the employee's vacation and sick leave entitlements shall continue to accrue.

#### **Article 617 - Paternity Leave**

Leave of absence with pay shall be granted for up to two (2) days.

#### **Article 618 - Vacation**

##### **618.1 Annual Vacation**

The annual vacation is granted for service during the calendar year from the 1st of January to 31st of December. It is to be taken within the calendar year in which it is earned. Vacations will be taken at a time most convenient to the operations of the Board which may require the employees to take their vacation during periods in which schools are closed. Vacation requests shall be submitted to the Manager/Administrator. Requests shall not be unreasonably denied. All employees shall have the right to carry over two (2) weeks of vacation to the following year, subject to Manager/Administrator approval and providing the request is submitted in writing prior to September 30th.

Notwithstanding the above, ten month employees who have at least ten (10) years of service may choose to take a maximum of five (5) days of vacation at any time school is in session apart from the week prior to and following the summer, winter and spring breaks. Requests for this vacation shall normally be made four (4) weeks in advance of the requested time off. In special circumstances, an employee who requests this vacation without four (4) weeks' notice may be granted such time off.

The entitlement of an employee is as follows:

- (a) If one (1) year's service cannot be completed by the 31st of December, they shall receive vacation pay in accordance with the *Employment Standards Act*.
- (b) If one (1) year's service can be completed by the 31st of December, they shall receive the greater of:
  - vacation in accordance with the *Employment Standards Act*, or
  - fifteen (15) working days at their regular rate of pay.

- (c) If eight (8) years' service can be completed by the 31st of December, they shall receive twenty (20) working days at their regular rate of pay.
- (d) During the eleventh year of service and in each year of service thereafter, up to and including the fourteenth year, one (1) additional day's vacation, as follows:
  - If 11 years' service can be completed by Dec 31 – 21 working days;
  - If 12 years' service can be completed by Dec 31 – 22 working days;
  - If 13 years' service can be completed by Dec 31 – 23 working days;
  - If 14 years' service can be completed by Dec 31 – 24 working days.
- (e) If fifteen (15) years' service can be completed by the 31st of December, they shall receive twenty-five (25) working days at their regular rate of pay.
  - If twenty-five (25) years' service can be completed by the 31st of December, they shall receive thirty (30) working days at their regular rate of pay.
- (f) Part-time employees will receive a pro rata share of the vacation allotment based on their hours of work.

For the purposes of this Article respecting vacations, service during the calendar year shall include each day for which the employee receives full pay from the Board or is in receipt of Workers' Compensation for a period not exceeding twelve (12) months.

## **618.2**

- (a) An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of their vacation into a retirement bank. An employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of their vacation into a retirement bank. Such deferred vacation may only be taken immediately prior to retirement. The Board may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.
- (b) During the year of retirement from the service of the Board on pension, or disability provided by WorkSafeBC, an employee shall be entitled to the full vacation provision to which the employee would earn for the year in which such retirement takes place provided the employee retires after June 30<sup>th</sup>. Employees who retire prior to June 30<sup>th</sup>, will receive the entitlement prorated in accordance with the number of months worked in that year.
- (c) All other employees upon terminating their employment shall in their year of termination continue to receive entitlement prorated in accordance with the number of months worked in that year.

- (d) Ten-month employees shall have their vacation paid out in the first pay period in January.

**Article 620 - Statutory Holidays**

All employees who have completed thirty (30) days' continuous service in the employ of the Board shall be entitled to the following Statutory Holidays with pay, and any other day proclaimed a Public Holiday by the Federal or BC Provincial Government, the Municipality, or Board:

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

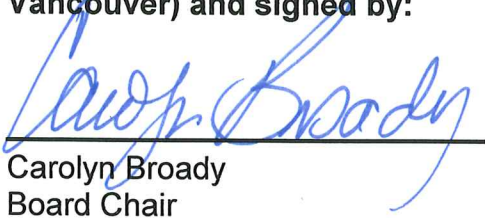
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
Family Day

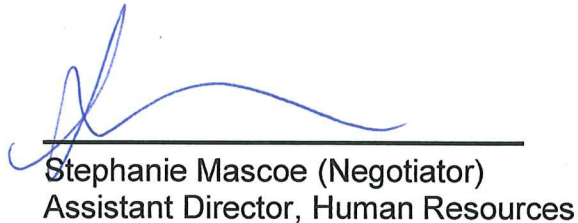
When a public holiday, as above, is observed on a Saturday or Sunday, a holiday with pay will be granted at a time to be approved by the appropriate Manager/Administrator, unless the Board declares another day as a holiday for all employees.

Employees shall be paid for Statutory Holidays provided such employees shall have worked on the work day immediately preceding such holiday and shall have worked on the work day immediately following such holiday, provided that employees on annual vacation, or absent with leave shall be deemed to have worked the day immediately preceding and following such holiday.

**IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the date and year first above written.**

**SEALED WITH the Seal of the Board of Education of School District No. 45 (West Vancouver) and signed by:**

  
\_\_\_\_\_  
Carolyn Broady  
Board Chair

  
\_\_\_\_\_  
Stephanie Mascoe (Negotiator)  
Assistant Director, Human Resources

**SEALED WITH the Seal of the West Vancouver Municipal Employees' Association and signed by:**

  
\_\_\_\_\_  
Phil Borgen (Negotiator)  
Business Agent

  
\_\_\_\_\_  
Connor Payne  
President

# Letter of Understanding No. 1

Between  
THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 45 (WEST VANCOUVER)  
and  
THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

Regarding  
The Standing Joint Job Evaluation Committee (SJJEC)

Regarding the Standing Joint Job Evaluation Committee (SJJEC), the Parties understand and agree that the following sets out the mutually-agreeable parameters for the Committee.

<b>PURPOSE</b>	The purpose of the SJJEC is to carry out the ongoing maintenance of the job evaluation program as negotiated and implemented between the Parties during the 1996-98 negotiations.
<b>TERMS OF REFERENCE</b>	As defined and approved March 5, 2003, and as amended from time to time by mutual consent of the Parties.
<b>COMPOSITION</b>	3 Board members 3 Association members
<b>GOVERNANCE</b>	Co-chair (Association/Board)
<b>SUPPORT STAFF TO COMMITTEE</b>	Association to provide support staff on the basis of 50:50 cost sharing of staff and materials.
<b>COMMITTEE MEMBERS</b>	Situations requiring replacement and/or overtime — 50:50 cost sharing.
<b>COMMUNICATIONS</b>	Results, including supporting documentation, shall be communicated in writing by the Co-chairs of the SJJEC to the Supervisor(s), incumbent(s), senior District management and Association officials as required.

As revised March 5, 2003 in West Vancouver in the Province of British Columbia. Re-signed June 7, 2006. Re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014. Renewed June 12, 2019

**FOR THE BOARD**

*Kristi Steed*  
HR Manager

**FOR THE ASSOCIATION**

*Bruce Scott*  
Business Manager

## Letter of Understanding No. 2

Between

The Board of Education of  
School District No. 45 (West Vancouver)

and

The West Vancouver Municipal Employees' Association

Regarding

### Dual Trades Certification Bonus Rate

The Parties understand and agree that the following sets out the parameters for the application of the Dual Trades Certification Bonus Rate.

A bonus rate (per Schedule B) will be paid in recognition of dual BC Trades Certification (TQ). An employee who holds two BC Trades' certifications and is assigned duties related to both trades, is eligible for the bonus rate. The General Manager of Facilities shall confirm that the qualifications and duties of an employee qualify him/her for the bonus rate.

Dated June 2, 2003 in West Vancouver in the Province of British Columbia. Re-signed June 7, 2006. Revised and re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014. *Renewed June 12, 2019*

FOR THE BOARD

*Kristi Steed*

HR Manager

FOR THE ASSOCIATION

*Bruce Scott*

Business Manager

## Letter of Understanding No. 3

Between  
The Board of Education of  
School District No. 45 (West Vancouver)

and  
The West Vancouver Municipal Employees' Association

Regarding  
**Student Workers**

The Parties understand and agree that the following sets out the parameters for the hiring of Student Workers referred to in Schedule B of the Collective Agreement:

1. Student Workers are secondary school-aged persons who assist permanent employees with tasks such as grounds cleanup, painting, cleaning, routine clerical duties, etc.
2. Student Workers shall work under the direct supervision of a permanent employee. No employee shall be replaced or displaced as a result of the hiring of Student Workers in his/her department.
3. Student Workers shall pay union dues in the same manner as casual employees.
4. The hourly rate paid to Student Workers shall be as per Schedule B of the Agreement.
5. This agreement shall remain in effect for the life of this Collective Agreement and may be extended by mutual agreement of the Parties.

Dated June 2, 2003 in West Vancouver in the Province of British Columbia. Re-signed June 7, 2006. Revised and re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014. **Renewed June 12, 2019**

FOR THE BOARD

*Kristi Steed*  
HR Manager

FOR THE ASSOCIATION

*Bruce Scott*  
Business Manager



## Letter of Understanding No. 4

Between  
The Board of Education of  
School District No. 45 (West Vancouver)  
and  
The West Vancouver Municipal Employees' Association

Regarding  
**Temporary Seasonal Employees**

The Parties understand and agree that the following sets out the parameters for the hiring of Temporary Seasonal employees:

1. Each position shall be for a maximum of four (4) months per year, normally occurring during school breaks, i. e. the Summer, Christmas or Spring Break periods
2. The Temporary Seasonal employees are generally unskilled workers such as university students, who assist permanent employees with tasks such as grounds cleanup, painting, cleaning, routine clerical duties etc.
3. The Temporary Seasonal employees shall work under the direct supervision of a permanent employee. No employee shall be replaced or displaced as a result of the hiring of Temporary Seasonal employees in his/her department.
4. The Temporary Seasonal employees shall pay union dues in the same manner as casual employees.
5. The hourly rate paid to Temporary Seasonal employees shall be as per Schedule B.
6. This agreement shall remain in effect for the life of this Collective Agreement and may be extended by mutual agreement of the Parties.

Dated June 2, 2003 in West Vancouver in the Province of British Columbia. Re-signed June 7, 2006. Revised and re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014. **Renewed June 12, 2019**

FOR THE BOARD

*Kristi Steed*  
HR Manager

FOR THE ASSOCIATION

*Bruce Scott*  
Business Manager

# Letter of Understanding No. 5

Between

The Board of Education of  
School District No. 45 (West Vancouver)

and

The West Vancouver Municipal Employees' Association

Regarding

## Short-term, Fee-paying Program Temporary Hours

Regarding Article 104.1 and temporary hours associated with short-term, fee-paying programs, it is recognized that on occasion, temporary hours may be assigned to temporary and permanent part-time employees, as a result of an increased need due to a fee-paying program.

These temporary hours shall end on June 30<sup>th</sup> (at the completion of the school year), or at the end of the time that those hours are supported by a fee-paying program.

These hours shall not become permanent as per Article 104.1, but shall become permanent, if the employee who has these hours assigned to them continues into a third year at that location or another location in the District with the fee-paying program.

Temporary hours connected to these programs will be treated as regular hours for the purposes of benefits for permanent employees only.

The Board agrees that all such hours will be clearly identified in letters of appointment.

Dated June 7, 2006 in West Vancouver in the Province of British Columbia. Revised and re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014.

***Renewed June 12, 2019***

FOR THE BOARD

***Kristi Steed***

HR Manager

FOR THE ASSOCIATION

***Bruce Scott***

Business Manager

## Letter of Understanding No. 6

Between

The Board of Education of  
School District No. 45 (West Vancouver)

and

The West Vancouver Municipal Employees' Association

Regarding

**Procedures and/or Compensation for Facilities' Employees Required to Respond to Inclement Weather Conditions (i.e. snow and ice)**

The Parties agree that the Labour Management Committee will meet to discuss procedures and/or compensation for Facilities employees required to respond to inclement weather conditions (i.e. snow and ice).

Dated June 7, 2006 in West Vancouver in the Province of British Columbia. Re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014 ***Renewed June 12, 2019***

FOR THE BOARD

***Kristi Steed***

HR Manager

FOR THE ASSOCIATION

***Bruce Scott***

Business Manager

## Letter of Understanding No. 7

Between  
The Board of Education of  
School District No. 45 (West Vancouver)

and  
The West Vancouver Municipal Employees' Association

Regarding  
**Apprenticeship Program**

It is agreed that, if the Board intends to institute an Apprenticeship Program, in accordance with the regulations of the Industry Training Authority, the Parties agree that the Labour Management Committee will meet to discuss the specifics of initiating such a program.

Dated June 7, 2006 in West Vancouver in the Province of British Columbia. Re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014. **Renewed June 12, 2019**

FOR THE BOARD

*Kristi Steed*

HR Manager

FOR THE ASSOCIATION

*Bruce Scott*

Business Manager

## Letter of Understanding No. 8

Between  
**THE BOARD OF EDUCATION  
OF SCHOOL DISTRICT NO. 45 (WEST VANCOUVER)**  
and  
**THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION**

### Regarding the **Mentor Program**

This Letter of Understanding confirms the agreement reached between the Parties regarding the establishment and compensation matters relative to the Mentor program initiated in September 2006.

The Board agrees that any designated employee acting in the capacity of mentor shall be compensated three (3) days pay based in hours (as per their regular schedule and regular hourly rate) for the anticipated extra time and work involved in this endeavour. Such time will be banked at the commencement of the program and taken at a time mutually agreeable to the Board and employee.

It is recognized, in their role as mentor, that employees may, upon approval of their supervisor, attend the site of the "mentee" during their regular workday, at no reduction of pay, for the purposes of providing on-site training and direction.

It is understood that any hours worked beyond the regular workday, as a result of the mentor program, will be compensated through the three days of banked hours as agreed to by the Parties.

Dated November 30, 2006 in West Vancouver in the Province of British Columbia. Re-signed January 27, 2012. Re-signed October 29, 2013. Re-signed June 18, 2014 Renewed June 12, 2019

**FOR THE BOARD**

***Kristi Steed***  
HR Manager

**FOR THE ASSOCIATION**

***Bruce Scott***  
Business Manager

## Letter of Understanding No. 9

Between  
**THE BOARD OF EDUCATION  
OF SCHOOL DISTRICT NO. 45 (WEST VANCOUVER)**  
and  
**THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION**

Regarding  
**Posting of Additional Hours**

The Parties recognize and agree that in specific situations it may be more practical to give an incumbent the opportunity to increase their hourly assignment rather than follow the agreed-upon posting process as outlined in the Collective Agreement. Where the Board is looking to increase a position(s) and the incumbent is interested in the additional hours within their current assignment, the Board shall seek the agreement of the Association to waive the requirement to post.

This provision is for the express purpose of addressing situations where there is an existing position that has been targeted by the Board as requiring additional hours, and the incumbent is the logical choice.

Where a number of employees in a similar position, possessing equal skill and ability, may be able to assume such hours, the Board will continue to be required to post the position where the assignment exceeds five (5) additional hours, as per current practice.

Dated November 3, 2008 in West Vancouver in the Province of British Columbia. Revised and re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014. Renewed June 12, 2019

**FOR THE BOARD**

***Kristi Steed***  
HR Manager

**FOR THE ASSOCIATION**

***Bruce Scott***  
Business Manager

# Letter of Understanding No. 10

Between  
**THE BOARD OF EDUCATION  
OF SCHOOL DISTRICT NO. 45 (WEST VANCOUVER)**  
and  
**THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION**

Regarding  
**School Supervision of Students by Employees Already Employed by the Board  
(includes before and after school, recess and noon hour break times)**

This Letter of Understanding confirms the agreement reached between the parties regarding the assignment of "Supervision Hours" to Education Assistants (EAs) (and other employees as specified) of the School District hereafter referred to as "Current Employees".

Pursuant to a Board decision to relieve teachers of their contractual obligation to provide student supervision duties, the opportunity has arisen for current employees of the Board to increase their working hours by applying for these supervision duties when their current schedule can accommodate the additional hours, and where the current employee has been selected for this job through the posting process as defined by the Collective Agreement.

The following shall apply:

1. The Board maintains their right to define this as "teacher work" should they so desire under the contractual obligations established through the Collective Agreement between the West Vancouver Teachers' Association and the West Vancouver School District. The Board reserves the right to reassign these hours to teachers, or assign in the case of vacancies or absence, should this be necessary in the opinion of the Board.
2. Additional hours to supervise students assigned to a current employee shall remain as temporary hours.
3. These hours shall be remunerated at Step 2 of the TA-General/Language rate. For the purposes of benefit calculations, including pension, these hours shall be included where applicable.
4. Assignment of temporary supervision hours to current employees is predicated on the ability of the supervisor/administrator to schedule the current employees in a manner that both meets operational requirements and corresponds with the break times where supervision is required, except as noted in #8 below.
5. The Board maintains its right to direct the workforce and the assignment is solely the responsibility of the Board. Supervision hours added on to the permanent hours of a current employee, will be assigned at the beginning of each school year, and will be maintained, adjusted or discontinued during the year if the employee's permanent work schedule is adjusted such that these additional hours can no longer be accommodated.
6. As outlined in the Collective Agreement, employee assignments shall be based on permanent hours, as required. Supervision hours shall be given consideration

subsequent to an employee's permanent assignment. Seniority and experience will be given consideration when possible.

7. Employees wishing to perform supervisor duties, whose combined assignment would exceed the maximum number of allowable hours per week for a full-time position thereby resulting in overtime costs to the Board, will not be eligible to assume such an assignment unless mutually agreed to by both parties to this Letter of Understanding.
8. Employees assigned supervision hours, are required to work the total number of hours to which they are assigned and/or remunerated, and it is recognized that in some cases this may result in other duties of a TA-General/Languages nature being assigned as required to the employee.
9. Where supervision hours occur during time set aside for an employee in their current assignment for an unpaid lunch break, should the employee wish to apply to work these supervision hours, they may do so by choice, recognizing, if successful, they are choosing to work through their lunch meal break for which they will be paid.

Dated August 14, 2014 in West Vancouver in the Province of British Columbia. Renewed June 12, 2019

**FOR THE BOARD**

*Kristi Steed*

HR Manager

**FOR THE ASSOCIATION**

*Bruce Scott*

Business Manager



## WVMEA Salary Schedule 'A' (Updated July 1, 2019)

JJEC Position Description	Job No.		Hourly Rate Step 1	Hourly Rate Step 2
Accounting-District Office	62	Effective July 1, 2019 - 2% increase	\$24.09	\$26.76
		Effective July 1, 2020 - 2% increase	\$24.57	\$27.30
		Effective July 1, 2021 - 2% increase	\$25.06	\$27.85
Accounting-Secondary	65	Effective July 1, 2019 - 2% increase	\$24.80	\$27.54
		Effective July 1, 2020 - 2% increase	\$25.30	\$28.09
		Effective July 1, 2021 - 2% increase	\$25.81	\$28.65
Administrative Assistant-Elementary School	10	Effective July 1, 2019 - 2% increase	\$25.51	\$28.36
		Effective July 1, 2020 - 2% increase	\$26.02	\$28.93
		Effective July 1, 2021 - 2% increase	\$26.54	\$29.51
Assistant Supervisor-Custodial Services	73	Effective July 1, 2019 - 2% increase	\$26.22	\$29.14
		Effective July 1, 2020 - 2% increase	\$26.74	\$29.72
		Effective July 1, 2021 - 2% increase	\$27.27	\$30.31
Carpenter	49	Effective July 1, 2019 - 2% increase	\$28.72	\$31.92
		Effective July 1, 2020 - 2% increase	\$29.29	\$32.56
		Effective July 1, 2021 - 2% increase	\$29.88	\$33.21
Carpenter/Locksmith	45	Effective July 1, 2019 - 2% increase	\$28.72	\$31.92
		Effective July 1, 2020 - 2% increase	\$29.29	\$32.56
		Effective July 1, 2021 - 2% increase	\$29.88	\$33.21
Communications Assistant	83	Effective July 1, 2019 - 2% increase	\$22.66	\$25.18
		Effective July 1, 2020 - 2% increase	\$23.11	\$25.68
		Effective July 1, 2021 - 2% increase	\$23.57	\$26.19
Custodian-Elementary School	26	Effective July 1, 2019 - 2% increase	\$20.52	\$22.81
		Effective July 1, 2020 - 2% increase	\$20.93	\$23.27
		Effective July 1, 2021 - 2% increase	\$21.35	\$23.74
Custodian-Primary	28	Effective July 1, 2019 - 2% increase	\$21.79	\$24.21
		Effective July 1, 2020 - 2% increase	\$22.23	\$24.69
		Effective July 1, 2021 - 2% increase	\$22.67	\$25.18
Custodian-Secondary School	23	Effective July 1, 2019 - 2% increase	\$20.21	\$22.46
		Effective July 1, 2020 - 2% increase	\$20.61	\$22.91
		Effective July 1, 2021 - 2% increase	\$21.02	\$23.37
Custodian-Senior Site - WVSS	71	Effective July 1, 2019 - 2% increase	\$24.26	\$26.96
		Effective July 1, 2020 - 2% increase	\$24.75	\$27.50
		Effective July 1, 2021 - 2% increase	\$25.25	\$28.05
Custodian-Senior Site Secondary	25	Effective July 1, 2019 - 2% increase	\$24.11	\$26.79
		Effective July 1, 2020 - 2% increase	\$24.59	\$27.33
		Effective July 1, 2021 - 2% increase	\$25.08	\$27.88
Custodian-Shift Supervisor Secondary School	24	Effective July 1, 2019 - 2% increase	\$21.79	\$24.21
		Effective July 1, 2020 - 2% increase	\$22.23	\$24.69
		Effective July 1, 2021 - 2% increase	\$22.67	\$25.18
Custodian-Shift Supervisor - WVSS	72	Effective July 1, 2019 - 2% increase	\$23.73	\$26.37
		Effective July 1, 2020 - 2% increase	\$24.20	\$26.90
		Effective July 1, 2021 - 2% increase	\$24.68	\$27.44
Custodian-Senior Site Elementary School	27	Effective July 1, 2019 - 2% increase	\$22.44	\$24.93
		Effective July 1, 2020 - 2% increase	\$22.89	\$25.43
		Effective July 1, 2021 - 2% increase	\$23.35	\$25.94
Data Entry and File Clerk	63	Effective July 1, 2019 - 2% increase	\$20.55	\$22.84
		Effective July 1, 2020 - 2% increase	\$20.96	\$23.30
		Effective July 1, 2021 - 2% increase	\$21.38	\$23.77
District Learning Services Reporting Specialist	55	Effective July 1, 2019 - 2% increase	\$24.09	\$26.76
		Effective July 1, 2020 - 2% increase	\$24.57	\$27.30
		Effective July 1, 2021 - 2% increase	\$25.06	\$27.85

Education Assistant-Individual(s)	14	Effective July 1, 2019 - 2% increase	\$26.22	\$29.14
		Effective July 1, 2020 - 2% increase	\$26.74	\$29.72
		Effective July 1, 2021 - 2% increase	\$27.27	\$30.31
Electrician	36	Effective July 1, 2019 - 2% increase	\$28.72	\$31.92
		Effective July 1, 2020 - 2% increase	\$29.29	\$32.56
		Effective July 1, 2021 - 2% increase	\$29.88	\$33.21
Electrician - Senior	86	Effective July 1, 2019 - 2% increase	\$29.81	\$33.16
		Effective July 1, 2020 - 2% increase	\$30.41	\$33.82
		Effective July 1, 2021 - 2% increase	\$31.02	\$34.50
Electronics Technician	35	Effective July 1, 2019 - 2% increase	\$26.50	\$29.45
		Effective July 1, 2020 - 2% increase	\$27.03	\$30.04
		Effective July 1, 2021 - 2% increase	\$27.57	\$30.64
Gardener	42	Effective July 1, 2019 - 2% increase	\$28.72	\$31.92
		Effective July 1, 2020 - 2% increase	\$29.29	\$32.56
		Effective July 1, 2021 - 2% increase	\$29.88	\$33.21
Groundsperson	41	Effective July 1, 2019 - 2% increase	\$22.81	\$25.35
		Effective July 1, 2020 - 2% increase	\$23.27	\$25.86
		Effective July 1, 2021 - 2% increase	\$23.74	\$26.38
Groundsperson-Senior	40	Effective July 1, 2019 - 2% increase	\$25.82	\$28.68
		Effective July 1, 2020 - 2% increase	\$26.34	\$29.25
		Effective July 1, 2021 - 2% increase	\$26.87	\$29.84
Home Stay Co-ordinator-ISP	79	Effective July 1, 2019 - 2% increase	\$23.38	\$25.97
		Effective July 1, 2020 - 2% increase	\$23.85	\$26.49
		Effective July 1, 2021 - 2% increase	\$24.33	\$27.02
HVAC Mechanic	69	Effective July 1, 2019 - 2% increase	\$28.72	\$31.92
		Effective July 1, 2020 - 2% increase	\$29.29	\$32.56
		Effective July 1, 2021 - 2% increase	\$29.88	\$33.21
Labourer	66	Effective July 1, 2019 - 2% increase	\$19.56	\$21.74
		Effective July 1, 2020 - 2% increase	\$19.95	\$22.17
		Effective July 1, 2021 - 2% increase	\$20.35	\$22.61
Language and Cultural Assistant	82	Effective July 1, 2019 - 2% increase	\$23.38	\$25.97
		Effective July 1, 2020 - 2% increase	\$23.85	\$26.49
		Effective July 1, 2021 - 2% increase	\$24.33	\$27.02
Learning Resources Assistant	84	Effective July 1, 2019 - 2% increase	\$24.80	\$27.54
		Effective July 1, 2020 - 2% increase	\$25.30	\$28.09
		Effective July 1, 2021 - 2% increase	\$25.81	\$28.65
Library Cataloguer	52	Effective July 1, 2019 - 2% increase	\$25.42	\$28.22
		Effective July 1, 2020 - 2% increase	\$25.93	\$28.78
		Effective July 1, 2021 - 2% increase	\$26.45	\$29.36
Multicultural Worker	85	Effective July 1, 2019 - 2% increase	\$22.66	\$25.18
		Effective July 1, 2020 - 2% increase	\$23.11	\$25.68
		Effective July 1, 2021 - 2% increase	\$23.57	\$26.19
Office Assistant-Academy Program		Effective July 1, 2019 - 2% increase	\$22.66	\$25.18
		Effective July 1, 2020 - 2% increase	\$23.11	\$25.68
		Effective July 1, 2021 - 2% increase	\$23.57	\$26.19
Office Assistant-Facilities	87	Effective July 1, 2019 - 2% increase	\$24.09	\$26.76
		Effective July 1, 2020 - 2% increase	\$24.57	\$27.30
		Effective July 1, 2021 - 2% increase	\$25.06	\$27.85
Office Assistant-ISP	81	Effective July 1, 2019 - 2% increase	\$21.26	\$23.61
		Effective July 1, 2020 - 2% increase	\$21.69	\$24.08
		Effective July 1, 2021 - 2% increase	\$22.12	\$24.56

Office Assistant-SSS	64	Effective July 1, 2019 - 2% increase	\$21.26	\$23.61
		Effective July 1, 2020 - 2% increase	\$21.69	\$24.08
		Effective July 1, 2021 - 2% increase	\$22.12	\$24.56
Office Support Clerk	12	Effective July 1, 2019 - 2% increase	\$19.83	\$22.04
		Effective July 1, 2020 - 2% increase	\$20.23	\$22.48
		Effective July 1, 2021 - 2% increase	\$20.63	\$22.93
Painter	47	Effective July 1, 2019 - 2% increase	\$28.72	\$31.92
		Effective July 1, 2020 - 2% increase	\$29.29	\$32.56
		Effective July 1, 2021 - 2% increase	\$29.88	\$33.21
Painter-Senior	46	Effective July 1, 2019 - 2% increase	\$29.81	\$33.16
		Effective July 1, 2020 - 2% increase	\$30.41	\$33.82
		Effective July 1, 2021 - 2% increase	\$31.02	\$34.50
Pay and Benefits Assistant	4	Effective July 1, 2019 - 2% increase	\$24.80	\$27.54
		Effective July 1, 2020 - 2% increase	\$25.30	\$28.09
		Effective July 1, 2021 - 2% increase	\$25.81	\$28.65
Plumber	38	Effective July 1, 2019 - 2% increase	\$28.72	\$31.92
		Effective July 1, 2020 - 2% increase	\$29.29	\$32.56
		Effective July 1, 2021 - 2% increase	\$29.88	\$33.21
Print Shop Operator/Facilities Assistant	9	Effective July 1, 2019 - 2% increase	\$24.09	\$26.76
		Effective July 1, 2020 - 2% increase	\$24.57	\$27.30
		Effective July 1, 2021 - 2% increase	\$25.06	\$27.85
Receptionist-Board Office	8	Effective July 1, 2019 - 2% increase	\$22.66	\$25.18
		Effective July 1, 2020 - 2% increase	\$23.11	\$25.68
		Effective July 1, 2021 - 2% increase	\$23.57	\$26.19
Receptionist-ISP	77	Effective July 1, 2019 - 2% increase	\$21.26	\$23.61
		Effective July 1, 2020 - 2% increase	\$21.69	\$24.08
		Effective July 1, 2021 - 2% increase	\$22.12	\$24.56
Receptionist-Secondary	31	Effective July 1, 2019 - 2% increase	\$20.55	\$22.84
		Effective July 1, 2020 - 2% increase	\$20.96	\$23.30
		Effective July 1, 2021 - 2% increase	\$21.38	\$23.77
Rentals Clerk	70	Effective July 1, 2019 - 2% increase	\$21.96	\$24.40
		Effective July 1, 2020 - 2% increase	\$22.40	\$24.89
		Effective July 1, 2021 - 2% increase	\$22.85	\$25.39
Secretary-Facilities	48	Effective July 1, 2019 - 2% increase	\$24.09	\$26.76
		Effective July 1, 2020 - 2% increase	\$24.57	\$27.30
		Effective July 1, 2021 - 2% increase	\$25.06	\$27.85
Secretary-Secondary School	11	Effective July 1, 2019 - 2% increase	\$22.66	\$25.18
		Effective July 1, 2020 - 2% increase	\$23.11	\$25.68
		Effective July 1, 2021 - 2% increase	\$23.57	\$26.19
Secretary-SSS	56	Effective July 1, 2019 - 2% increase	\$24.09	\$26.76
		Effective July 1, 2020 - 2% increase	\$24.57	\$27.30
		Effective July 1, 2021 - 2% increase	\$25.06	\$27.85
SIS Database Clerk	32	Effective July 1, 2019 - 2% increase	\$22.66	\$25.18
		Effective July 1, 2020 - 2% increase	\$23.11	\$25.68
		Effective July 1, 2021 - 2% increase	\$23.57	\$26.19
Software & Network Support Specialist	67	Effective July 1, 2019 - 2% increase	\$26.50	\$29.45
		Effective July 1, 2020 - 2% increase	\$27.03	\$30.04
		Effective July 1, 2021 - 2% increase	\$27.57	\$30.64
Staffing Assistant - Dispatch	1	Effective July 1, 2019 - 2% increase	\$23.38	\$25.97
		Effective July 1, 2020 - 2% increase	\$23.85	\$26.49
		Effective July 1, 2021 - 2% increase	\$24.33	\$27.02

TA-Careers	22	Effective July 1, 2019 - 2% increase	\$21.96	\$24.40
		Effective July 1, 2020 - 2% increase	\$22.40	\$24.89
		Effective July 1, 2021 - 2% increase	\$22.85	\$25.39
TA-General/Languages	17	Effective July 1, 2019 - 2% increase	\$21.26	\$23.61
		Effective July 1, 2020 - 2% increase	\$21.69	\$24.08
		Effective July 1, 2021 - 2% increase	\$22.12	\$24.56
TA-Laboratory	13	Effective July 1, 2019 - 2% increase	\$25.51	\$28.36
		Effective July 1, 2020 - 2% increase	\$26.02	\$28.93
		Effective July 1, 2021 - 2% increase	\$26.54	\$29.51
TA-Library	19	Effective July 1, 2019 - 2% increase	\$21.26	\$23.61
		Effective July 1, 2020 - 2% increase	\$21.69	\$24.08
		Effective July 1, 2021 - 2% increase	\$22.12	\$24.56
Trades Assistant	44	Effective July 1, 2019 - 2% increase	\$24.72	\$27.45
		Effective July 1, 2020 - 2% increase	\$25.21	\$28.00
		Effective July 1, 2021 - 2% increase	\$25.71	\$28.56
Welder/Fabricator	37	Effective July 1, 2019 - 2% increase	\$28.72	\$31.92
		Effective July 1, 2020 - 2% increase	\$29.29	\$32.56
		Effective July 1, 2021 - 2% increase	\$29.88	\$33.21
Youth Worker	61	Effective July 1, 2019 - 2% increase	\$26.22	\$29.14
		Effective July 1, 2020 - 2% increase	\$26.74	\$29.72
		Effective July 1, 2021 - 2% increase	\$27.27	\$30.31

### Salary Schedule 'B' (Updated July 1, 2019)

		Base Rate	Base Rate plus 12%
Student Workers	Effective June 1, 2019 - minimum wage	\$13.85	\$15.51
	Effective June 1, 2020 - minimum wage	\$14.60	\$16.35
	Effective June 1, 2021 - minimum wage	\$15.20	\$17.02

		Base Rate	Base Rate plus 12%
Temporary Seasonal Workers	Effective July 1, 2019 - 2% increase	\$14.60	\$16.36
	Effective July 1, 2020 - 2% increase	\$14.89	\$16.69
	Effective July 1, 2021 - 2% increase	\$15.19	\$17.02

## SCHEDULE 'B'

### Notes to Salary Schedule 'A'

**1. Afternoon Shift Bonus**

An afternoon shift bonus of \$0.71 per hour will be paid for all hours worked during that shift when a major portion of the employee's shift is required after 3:00 p.m.

**2. Evening Shift Bonus**

Where the major portion of a shift is scheduled after midnight and before 8:00 a.m. a bonus of seven and a half percent (7 1/2 %) of the basic salary will be paid for all hours worked during that shift.

**3. Weekend/Evening Shifts for Custodians**

When required at weekends or evenings, a casual custodian will be employed in a school to be responsible for general security and tidiness of the building on a straight time basis (ie. twelve or sixteen percent (12 or 16%) above the basic hourly rate, as per Article 224.2).

**4. Custodian-Primary**

When only one person is assigned to a building to perform custodial duties that person shall be paid in accordance with the Custodian Primary Salary Schedule.

**5. First Aid Allowance**

Level 1 – First Aid Allowance

Allowance for performing First Aid (Level 1) duties - \$0.87 per hour

Level 2 – First Aid Allowance

Allowance for performing First Aid (Level 2) duties - \$1.25 per hour.

**6. Chargehand Rate**

Chargehand rate for supervision of 3 or more employees: \$1.08 per hour

**7. Dual Certification Allowance**

Premium rate for holding 2 or more trades certifications as approved by the Assistant Superintendent or designate: \$1.08 per hour

**8. Student Workers**

Student Workers will be paid at least the minimum wage as prescribed in the Employment Standards Act and regulations. The rate of pay will be increased in accordance with wage increases outlined in the Provincial Framework Agreement. Student Workers will receive 12% in lieu of benefits.

**9. Temporary Seasonal Workers**

Temporary Seasonal Workers are to be paid the current base rate of \$13.29 per hour and will attract general wage increases. Temporary Seasonal Workers will receive 12% in lieu of benefits.

**APPENDIX ONE**  
**Summary of Gender Neutral JJEC Pay Equity Plan**

<b>Point Band</b>	<b>From</b>	<b>To</b>	<b>Job No.</b>	<b>JJEC Position Description</b>	<b>JJEC Points</b>
11	687	726	36	Electrician	671.34
11	646	686	38	Plumber	664.34
11	646	686	46	Senior Painter	652.33
11	646	686	45	Locksmith/Carpenter	647.67
10	605	645	49	Carpenter	632.34
10	605	645	73	Assistant Supervisor - Custodial	628.67
10	605	645	61	Youth Worker	611.67
10	605	645	14	Special Education Assistant - Individual(s)	609.34
9	565	604	13	Teacher Assistant	601.34
9	565	604	10	Administrative Assistant-Elementary School	600.66
9	565	604	67	Network & Software Support Specialist	580.00
9	565	604	71	Custodian-Senior Site WVSS	569.00
8	525	564	25	Custodian-Senior Site Secondary	554.00
8	525	564	40	Senior Groundsperson	551.33
8	525	564	4	Pay & Benefits Assistant	551.00
8	525	564	65	Accounting - Secondary	532.67
8	525	564	42	Gardener	529.00
7	485	524	62	Accounting - District Office	521.00
7	485	524	37	Welder/Fabricator	520.34
7	485	524	9	Facilities and Operations Assistant	519.00
7	485	524	47	Painter	517.67
7	485	524	27	Custodian-Senior Site Elementary School	515.67
7	485	524	72	Custodian-Shift Supervisor WVSS	507.34
7	485	524	52	Library Cataloguer	494.00
7	485	524	55	District Learning Services Reporting Specialist	512.00
7	485	524	56	Secretary-SSS	486.34
6	445	484	28	Custodian-Primary	468.34
6	445	484	24	Custodian-Shift Supervisor Secondary School	459.34
6	445	484	88	Secretary of Academy Programs	472.00
6	445	484	1	Staffing Assistant - Dispatcher	465.34
6	445	484	79	Home Stay Coordinator - ISP	460.00
6	445	484	44	Trades Assistant	452.34
5	405	444	32	SIS Database Clerk	421.34
5	405	444	11	Secretary-Secondary School	413.00
5	405	444	8	Receptionist-Board Office	410.00
5	405	444	26	Custodian-Elementary School	409.34
5	405	444	85	Multi-Cultural Worker	408.34

5	405	444	84	Learning Services Assistant	409.34
5	405	444	83	Communication Assistant	424.34
5	405	444	89	Office Assistant - Academies	425.00
4	365	404	70	Rentals Clerk-Facilities	386.34
3	325	364	22	TA-Careers (Internal)	397.34
3	325	364	19	TA-Library	361.00
3	325	364	17	TA-General/Languages	351.00
3	325	364	64	Office Assistant-SSS	346.34
3	325	364	41	Groundsperson	339.00
3	325	364	81	Office Assistant - ISP	326.34
3	325	364	77	Receptionist - ISP	326.34
3	325	364	87	Office Assistant - Facilities	342.34
2	285	324	63	Data Entry and File Clerk - District	303.34
2	285	324	23	Custodian-Secondary School	295.34
2	285	324	66	Labourer	292.34
2	285	324	31	Receptionist-Secondary	291.00
1	245	284	12	Office Support Clerk	270.67

**APPENDIX TWO**

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

**between**

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

**and**

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

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions who are members of the K-12 Presidents' Council and Boards of Education.

**1. Term**

July 1, 2019 to June 30, 2022

**2. Wages Increases**

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

**3. Local Bargaining**

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

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

The \$7 million is an ongoing annual amount.

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



#### 4. Benefits

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

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

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

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

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

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

#### 5. Safety in the Workplace

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

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

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

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

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

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

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

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

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

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

### Structure:

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

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

Mandate:

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

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

Terms of Reference:

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

Funding:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9. Committee Funding**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. Funding**

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

**19. Provincial Bargaining**

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

Dated this \_\_12<sup>th</sup>\_\_ day of July, 2018.

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

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

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

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

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

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



Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

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

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

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

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

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

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

**Re: Public Sector General Wage Increases**

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

This information is provided for reference only and is current as of the date of drafting. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.



## Refusing unsafe work

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

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

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

Steps to follow when work might be unsafe:

### 1. Report the unsafe condition or procedure

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

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

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

As a supervisor or employer, you must investigate the problem and ensure any unsafe condition is fixed.

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

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

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

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work?origin=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](http://www.worksafebc.com) for current information.

## Worker Rights and Responsibilities:

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

### *Your rights*

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

### *Your responsibilities*

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

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

## Employer Responsibilities:

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

### *Your responsibilities*

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

## Supervisor Responsibilities:

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

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

### *Your responsibilities*

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

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

## APPENDIX 3 – SERVICE ENHANCEMENT

The parties agree to spend the money provided to local bargaining tables through the 2019 Sustainable Services Negotiating Mandate in the following manner:

Effective July 1, 2020, the parties agree to the following changes:

Amend Article 500.3 and add Article 500.6 and 500.7

**500.3 Clerical Employees (other than Elementary Administrative Assistants)**  
The regular hours of work for Clerical employees shall not exceed seven (7) hours per day, nor thirty five (35) hours per week, Monday to Friday, exclusive of lunch hour.

### **500.6 Elementary Administrative Assistants**

The regular hours of work for Elementary Administrative Assistants shall not exceed thirty seven and a half (37 ½) hours per week, exclusive of lunch hour.

Elementary Administrative Assistants at primary sites will have part time hours of work of twenty-seven and a half (27 ½) hours per week, exclusive of lunch hour.

### **Article 500.7 Education Assistants – Secondary**

The regular hours of work for full-time Education Assistants working in a secondary schools will be twenty-eight and a half (28.5) hours per week, exclusive of lunch hour.

### **Amend Article 408 Workshops and Training as follows:**

**408.4** Any monies remaining after the increase in time to Elementary Administrative Assistants and Secondary Education Assistants shall be quantified by September 30<sup>th</sup> of each year. Any monies remaining shall be available to spend on the annual workshop referenced in Article 408.1.

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