

COLLECTIVE AGREEMENT

Between

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 5101

and

SCHOOL DISTRICT NO. 79
(Cowichan Valley)

July 1, 2014 – June 30, 2019

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A COLLECTIVE AGREEMENT

FOR THE PERIOD

July 1, 2014 – June 30, 2019

BETWEEN:

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

PARTY OF THE FIRST PART

AND:

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

PARTY OF THE SECOND PART

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

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

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

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

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

1. DEFINITIONS

(a) Regular Employee

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

(b) Probationary Employee

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

(c) Casual Employee

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

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

(d) Temporary Position

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

(e) Retirement

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

(f) Resignation

Any voluntary termination of employment other than retirement.

(g) Call-out

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

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

2. MANAGEMENT'S RIGHTS

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

3. RECOGNITION AND NEGOTIATIONS

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

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

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

4. HARASSMENT AND DISCRIMINATION

- (a) Discrimination

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

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

- (i) The Board is committed to providing a workplace where bullying and harassment, which includes sexual harassment, are not acceptable or tolerated.
- (ii) Sexual harassment shall be defined as any rejected or unwelcome sexual comment, suggestion or physical contact that creates an uncomfortable working environment for the recipient, made by a person who knows or ought to know it is unwelcome, and includes a reprisal made after a sexual advance is rejected.
- (iii) Harassment shall be defined as intentional, offensive comments and/or actions designed to demean and/or belittle an individual.
- (iv) In the event an Employee reports an incident of alleged bullying and harassment to the Board in which the Employee believes he or she has been the target of such bullying and harassment, the Employer will promptly conduct an investigation. The purpose of the investigation is to determine whether or not the incident is bullying and harassment.

- (v) If an incident is found to be bullying and harassment, the District will take action to ensure that the bullying and harassing behaviour stops.
- (vi) Any grievance concerning the Board's investigation or the action it takes to ensure that the bullying and harassing behaviour stops shall commence at Step III as outlined in Article 12.

5. UNION SECURITY

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

6. CHECK-OFF OF UNION DUES

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

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

7. THE BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES

- (a) New Employees

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

(b) Copies of Agreement

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

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

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

8. CORRESPONDENCE

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

9. COMMITTEES

(a) Joint Consultation Committee

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

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

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

(b) Labour Management Committee

A Labour Management Committee shall be established.

(i) Membership

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

(ii) Meeting Schedule

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

(iii) Function

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

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

10. LABOUR MANAGEMENT RELATIONS

(a) Bargaining Committee

A Bargaining Committee shall be appointed. The Board's representatives shall include at least one (1) Trustee, and there shall be not more than six (6) representatives of the Union. The Union will advise the Board of the Union nominees to the Committee.

(b) Function of Bargaining Committee

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

(c) Representatives of Canadian Union

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

(d) Meeting of Committee

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

(e) Technical Information

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

(f) Negotiations

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

11. RESOLUTIONS AND REPORTS OF THE BOARD

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

12. GRIEVANCE PROCEDURE

(a) Recognition of Union Stewards and Grievance Committee

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

(b) Settling of Disputes

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

Step 1

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

Step 2

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

Step 3

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

Step 4

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

(c) Policy Grievance

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

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

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

(f) Processing of Grievances

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

13. ARBITRATION

- (a) Should a dispute not be resolved in accordance with Article 12 above within fifteen (15) working days of completion of Step 3 of the grievance procedure then the matter shall be referred to a Board of Arbitration of three (3) members. One (1) member shall be appointed by the Board and one (1) by the Union. The third member shall be the Chairman of the Arbitration Board and shall be appointed by the two members appointed by the parties. Should the parties' appointees be unable to agree on a Chairman within five (5) days of the appointment of the member last appointed, then the Chairman shall be appointed by the Minister of Labour of the Province of British Columbia. The majority decision of the Board of Arbitration shall be final and binding upon the Board, the Union, and the employee(s) concerned. Each party shall pay the expenses of their appointees and one-half of the expenses of the Chairman.
- (b) Should the Board of Arbitration find that an employee has been suspended or dismissed for other than cause, the Board of Arbitration may direct the Board to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by such suspension or discharge, or such lesser sum as in the opinion of the Arbitration Board is fair and reasonable.
- (c) Wherever a stipulated time limit is mentioned in this Agreement, the said time limit may be extended by mutual consent of both parties.
- (d) Single Arbitrator
Notwithstanding the above, the parties may by mutual agreement refer the dispute to a single arbitrator, with each party sharing equally in the costs of the arbitrator.
- (e) Alternate Arbitration Process
 - (i) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, an arbitrator agreed to by the parties, shall at the request of either party,
 - (1) investigate the difference;
 - (2) define the issue in the difference; and
 - (3) make written award to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
 - (ii) The parties may invoke Sections 87, 104 or 105 of the B.C. Labour Code to facilitate the settlement of grievances.
 - (iii) Decision Under This Section
Where this Section is utilized rather than arbitration being implemented, the decision shall be final, binding and enforceable on all parties.

14. DISCHARGE, SUSPENSION AND DISCIPLINE

- (a) An employee to be discharged or suspended by the Superintendent or designate, or the Secretary-Treasurer, for just and reasonable cause, shall be given the reasons in the presence of the Union Steward and the reasons shall be confirmed in writing to the employee concerned and the Union.
- (b) Unless otherwise decided under the grievance procedure, suspension will mean loss of pay for the time or the duration of the suspension.
- (c) Crossing of Picket Lines
The Board agrees that no employee shall be required to cross any picket line legally established by a bona fide trade union.
- (d) Members of the Canadian Union of Public Employees Local 5101, employed by School District No. 79 (Cowichan Valley) will not be required to handle the products of firms that have been declared "hot" by an edict issued by the B.C. Federation of Labour. Products already purchased in transit or on hand prior to the commencement of such an action shall not be considered as "hot cargo".
- (e) Political Action
No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, B.C. Federation of Labour or Canadian Union of Public Employees. Local 5101 will endeavour to give the Board as much notice as possible in the event of any action.
- (f) Right to have Steward Present
An employee shall have the right to have the employee's steward present where a supervisor intends to interview an employee for disciplinary purposes. The supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact the employee's steward to be present at the interview.
- (g) Personnel Records
An employee shall have the right at any time to have access to and review the employee's personnel records.
Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
An employee shall have the right to make copies of any material contained in the employee's personnel record.
Upon request of an employee, the Board will remove all disciplinary letters from that employee's personnel file that are three years old or older provided that there have been no disciplinary letters placed in the personnel file during the three years before the request.
When the employee is viewing the file an appropriate School District employee shall be present and the employee may be accompanied by an individual of the employee's choosing.

15. SENIORITY

(a) Seniority Defined

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

Recognizing the provisions of Section 15(f), seniority shall operate on a unit-wide bargaining basis.

(b) Seniority List

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

(c) Probationary Employees

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

(d) Loss of Seniority

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

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

(e) Seniority Accrual

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

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

(f) Education Assistants

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

(g) Transfer and Seniority Outside Bargaining Unit

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

16. PROMOTIONS AND STAFF CHANGES

(a) Both parties recognize

- (i) the principle of promotion within the service of the Board;
- (ii) that job opportunity should increase in proportion to length of service.
- (iii) Skill enhancement or upgrading programs for which the District provides or pays tuition shall be available to employees currently in the assignment to which the program applies. If space is available it may be offered to other interested employees, at no cost to the Board.

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

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

If a further extension of the trial period is required, it shall be by mutual agreement between the Board and the Union. The employee shall have the option to revert to the position held prior to the staff change within seven (7) days of that staff change. In the event an employee exercises his or her option to revert to the position they held prior to the staff change, the newly vacated position will not be awarded without first being posted.

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

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

(e) Information in Postings

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

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

(f) Casual Work

(i) Monthly, the Employer will create a list of all regular part-time employees and incorporate that list into a list of all casual employees which will become the callout list from which casual work is assigned.

(ii) Casual work will be assigned to the most senior employee on the callout list who is available and qualified for the assignment.

(iii) An employee wishing to be removed from the callout list must notify the Employer verbally if such removal is for less than two consecutive weeks, otherwise the employee must notify the Employer in writing.

(iv) A casual employee who is removed from the callout list pursuant to (iii) above will be deemed to have been granted special leave and the provisions of Article 24(d) will apply.

(v) A casual employee who works less than ten (10) days during any twelve (12) month period will be deemed to have resigned.

(vi) For casual work assignments from July 1st to the Labour Day Weekend in any year, the Employer will create a summer callout list made up of employees who, prior to June 15th of that year, indicate to the Employer that they wish their name to be placed on the summer callout list. For casual work assignments during the summer, (i), (iii) and (iv) above do not apply.

(vii) Temporary positions of an anticipated duration of more than thirty (30) work days but less than sixty (60) shall be offered to part-time employees on the list in order to allow them to increase their hours or gain full employment.

(viii) When a temporary vacancy in excess of sixty (60) work days is created the position shall be posted and the one subsequent vacancy shall also be posted. Any further vacancy shall be filled from the list (i.e. an employee with less than full-time may elect to claim the vacancy).

(ix) It is understood that temporary postings shall be filled by employees who, as a result of the posting, will receive additional hours or an increase in salary. Further, any employee claiming a temporary posting shall complete that posting before reverting to their regular assignments or starting another temporary position.

(x) Part-time employees who combine positions to increase their hours of work shall only be allowed to combine hours that are compatible.

(g) Temporary Transfer

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

(h) Should a student with an Education Assistant be moved to a different school within the District, the incumbent Assistant shall have first priority for the relocation.

(i) Education Assistants Transfer and Posting Process

(i) After September 30th (excluding the June staffing process for the subsequent school year), no Education Assistant will be laid off, no bumping by any Education Assistant will occur, and no posting of vacant positions will be required except as provided for in paragraph 3.

(ii) For the purpose of eliminating the disruption to students caused by layoffs or postings of Education Assistant assignments, the Board will transfer Education Assistants, who otherwise would be laid off, to an assignment with equivalent hours, rate of pay, and the maintenance of benefits where applicable.

(iii) The Board will post an Education Assistant vacancy that arises during the current school year only when there is no available qualified Education Assistant who would otherwise be laid off and who may be transferred to the vacant position pursuant to paragraph 2.

(iv) When there is a posting for an Education Assistant in accordance with paragraph 3, the posted position will be filled on a temporary basis. If the position continues for the subsequent school year, the position will be considered to be a vacancy for the June staffing process.

(v) Assignment Meeting

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

Options	Employee who holds a regular position that has not changed	Employee who has been bumped or their position has been deleted	Employee who has had their hours reduced or their position has been changed	Casual Employee
Retain their current position	Yes	N/A	Yes	N/A
Claim a vacant or a new position for which they are qualified	Yes	Yes	Yes	Yes
Bump into a position for which they are qualified and have greater seniority than the incumbent	No	Yes	Yes	No
Go on the Casual List	Yes	Yes	Yes	Yes

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

17. LAY-OFFS AND RECALLS

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

Prior to any lay-offs or reduction in hours of work of regular employees, the Board will consult with the Union through the Union Executive (Cowichan Unit). Consultation may include examination of options other than layoff or reduction in hours of work, upon which the Board and the Union may reach agreement.

- (b) Notice of Lay-off

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

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

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

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

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

- (e) Employees shall be recalled in the order of their seniority if qualified.
- (f) In the event of an employee being laid off, bumped or having the employee's hours reduced, the Board shall provide that employee and the Union with a complete list of job assignments and a current seniority list.
- (g) An employee being bumped or an employee's position being eliminated or an employee leaving a position as a consequence of that employee's hours being reduced has the right of first refusal to revert to the employee's former position if, within sixty working days, that former position becomes open or is reinstated or the hours of the former position are restored.

18. HOURS OF WORK

- (a) The thirty-five (35) hour working week is to be established policy of the Board for all employees and each day shall be of seven (7) continuous hours except for the interruption of time (not to count as work time) for meals, between the hours of 7:30 a.m. to 5:30 p.m., Monday to Friday inclusive.
- (b) Notwithstanding (a) above, the work week for the position of Technical Assistant shall be thirty-seven and one-half hours (37½) and each day shall be of seven and one-half (7½) continuous hours except for the interruption of time (not to count as work time) for meals; between the hours of 7:30 a.m. and 5:30 p.m. Monday to Friday inclusive.

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

- (c) All personnel shall work five (5) consecutive days according to posting and Board policy, with the understanding that where the conditions of a special job require it, the work week may be changed for short periods of time. Notice of such change will be given not later than quitting time one (1) week in advance.
- (d) Four Hour Minimum Work Day
 - (i) The Board is committed to providing a minimum of four hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
 - (ii) Exemptions from the four hour minimum:
 - Student/noon hour supervisors
 - crossing guards
 - small schools with fewer than seventy-five (75) students, in which case a two (2) hour minimum will apply
 - other positions by mutual agreement
 - (iii) The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.
 - (iv) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.

(e) Rest Periods

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

(f) Staff Development Days

(i) It shall be the policy of the Board to provide two (2) paid staff development days per year for employees. These days will be held on the days designated as Teachers' Provincial and Teachers' District professional development days. Employees will be required to attend activities/programs organized on those days.

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

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

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

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

(g) Field Trips - Extended

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

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

(ii) On the first day of the trip the employee shall be paid straight time for all hours up to seven (7) hours per day; and for all hours worked in excess of seven (7) payment shall be as per Article 19(c) of the current agreement. This would apply to all days required to arrive at, or return from the destination.

(iii) For each full day period spent at the destination the employee is guaranteed seven (7) hours pay per day, in accordance with the provisions of Article 18(a).

(iv) During the period spent at the destination the employee will be on call for duty and if required to report to work will be paid in accordance with the provisions of Article 19(b).

- (v) Unforeseen expenses incurred by the employee during an extended field trip shall be reimbursed according to Board Policy when claimed on the appropriate Expense Claim Form.
- (h) No employee(s) shall lose time, wages or benefits for non-attendance at their regular work site when it is closed due to inclement weather unless an alternate work site is provided.
- (i) Where the need has been identified for release or additional time, such time shall be provided to Education Assistants to meet with other school or District educational staff. Such time shall receive the prior approval of the Superintendent or designate.
- (j)
 - (i) All regular employees, except Supervision Assistants, are required to be on duty for their normal assigned shift when school is in session during the year.
 - (ii) Supervision Assistants are required to be on duty each and every day students are in attendance and classes are in session.
- (k) The minimum call-out for a casual employee, excluding noon hour supervisors, is two (2) hours.
- (l) Banked Time

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

- 1. to be paid at the appropriate rate or
- 2. to bank the equivalent amount of time.
- (i) An employee who chooses to bank the time shall record the time on a time sheet at the appropriate overtime rate as per Article 19.
- (ii) Banked time shall be drawn from the bank at times mutually agreed upon by the supervisor and the employee.
- (iii) Should the employee move to a position at a different location, the employee shall make every effort to draw the banked time prior to relocating.
- (iv) Should the employee resign or retire, every effort shall be made by the supervisor and the employee to ensure that any banked time is drawn prior to the retirement or resignation date. If it is not possible to draw all of the banked time, the employee shall be paid at the appropriate rate for the banked time remaining.
- (v) The employee and supervisor shall make every effort to draw all of the banked time prior to June 30th of each year. Time banked over the previous twelve (12) months that has not been drawn prior to June 30th of the year shall be paid at the appropriate rate of pay at the next pay period.

19. OVERTIME

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

Those employees referred to in Article 18(b) will be paid after seven and one-half (7 ½) or eight (8) hours per day or thirty-seven and one-half (37 ½) or forty (40) hours per week, as the case may be, at time and one-half (1 ½) times their regular rate of pay.
- (d) Overtime in excess of four (4) hours in any one day will be paid at double the employee's regular rate of pay, Monday to Saturday inclusive.
- (e) All Sunday work will be paid at double the employee's regular rate of pay. The Board agrees to keep Saturday and Sunday work to a minimum.

20. SPECIAL SHIFT DIFFERENTIAL

Personnel employed on a shift in which the hours are other than the regular day shift defined in Article 18 shall be paid a shift differential of thirty-five cents (\$.35) per hour for all hours worked outside the hours of 7:30 a.m. to 5:30 p.m.

Provided, however, that if the majority of the hours of such special shift occur after 4:00 p.m., then the thirty-five cents (\$.35) per hour shift differential shall be paid for the entire shift.

21. HOLIDAYS

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

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

and any other day proclaimed as a holiday by the Provincial or Federal Government. Where the statutory holiday falls on a weekend, the provincial

declaration shall apply. Authorized leave with pay, sickness, supported by a medical certificate, and authorized leave without pay of less than one week shall count as working days for the purpose of this Section.

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

22. VACATIONS

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

(a) YEARS OF CONTINUOUS SERVICE	(b) WORK DAYS	(c) PERCENTAGE OF TOTAL WAGES	(d) ONE-TIME BONUS DAYS
Less than one year	1 ¼ days per month of service	6 ½%	
1-3	15	6 ½%	
4	16	6 ¾%	
5	17	7 %	
6	18	8 %	
7	19	8 ¼%	
8-11	20	8 ½%	
12	21	8 ½%	
13	22	8 ½%	
14	23	10 ½%	
15	25	10 ½%	5
16	26	10 ½%	
17	27	10 ½%	
18	28	12 ½%	
19	30	12 ½%	5
20	30	12 ½%	10
30	35	12 ½%	5

- (b) Long Service employees:

- (i) On an employee's 15th, 19th and 30th anniversary, the employee will be eligible for five (5) one-time (1x) bonus vacation days as shown in column (d) above. These bonus days must be scheduled as if they had been earned as of July 1st immediately following the employee's anniversary date.

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

23. SICK LEAVE PROVISIONS

- (a) After completion of the probationary period, regular employees who work at least one hour per month shall be entitled to sick leave on the basis of one and one-half (1½) working days per month. For record purposes the accrual shall be on a bi-weekly pay period basis and shall be shown on the pay statement accordingly.
- (b) Sick leave with pay will only be granted because of sickness, health reasons, or accident, except injuries incurred while in the employ of another employer. An employee may be required to provide proof of sickness or other appointment necessitating sick leave.
- (c) Sick leave shall include time off in case of illness within the immediate family. Such leave shall not exceed six (6) days per year. For this article, immediate family is defined as spouse (including common-law spouse/ same sex partner),

children (including step-children), parents (including step-parents), mother-in-law, father-in-law, grandchildren and grandparents.

- (d) Each employee will be advised as of April 30th of the current year of the number of hours accrued to the employee's credit.
- (e) Employees will notify the Department Head as soon as possible if they are to be absent from duty because of sickness, health reasons or accidents, and are expected to give the Department Head twelve (12) hours' notice of their anticipated return to work.
- (f) All sick leave credits are cancelled upon termination of employment, except as provided for in Section 26. When an employee is re-employed by the Board all sick leave days not used or paid out under Article 26 shall be credited to the employee's sick leave entitlement.

24. LEAVE OF ABSENCE

(a) Union Business

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

(b) Jury Duty

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

(c) Bereavement Leave

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

(d) Special Leave

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

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

(e) Pregnancy Leave

(i) Upon request, a pregnant employee will be granted unpaid leave for a period of up to seventeen (17) consecutive weeks. The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than eleven (11) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period (Article 24(e)(vi)).

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

(iii) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy

(iv) Pregnancy leave shall be extended for up to an additional six (6) consecutive weeks of unpaid leave, if reasons related to the birth or termination or illness of the newborn child(ren) where a doctor's certificate is presented, or for the reasons related to the birth or the termination of the pregnancy.

(v) Application for Leave

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

(vi) Early Return and Emergency Situations

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

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

(f) Adoption Leave

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

(g) Parental Leave

An employee who requests Parental Leave shall be entitled to:

- (i) for a birth mother, immediately after the end of the pregnancy leave unless the employee and the Board agree otherwise; up to thirty-five (35) consecutive weeks of unpaid leave.
- (ii) for a birth father, after the child's birth and within fifty-two (52) weeks after that event; up to thirty-seven (37) consecutive weeks of unpaid leave.
- (iii) for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent. Up to thirty-seven (37) consecutive weeks of unpaid leave.
- (iv) Where both parents are employees of the Board, the employees shall determine the apportionment of Parental Leave between them subject to the agreement of the Board. The total Parental Leave when shared between both parents shall not exceed thirty-seven (37) weeks.
- (v) The request to take Parental Leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and be accompanied by:
 - a certificate of a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren); or
 - a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).
- (vi) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under this provision.

(h) Extended Pregnancy/Parental Leave

- (i) Upon written request at least four (4) weeks prior to the expiration of Pregnancy Leave, Adoption and/or Parental Leave, an additional leave of absence without pay and without loss of seniority, shall be granted to a maximum of twelve (12) months.

- (ii) The employee may maintain health and employee benefits in accordance with the respective plans if the employee so wishes by payment of the costs of such benefits by the employee.
- (iii) The employee returning to work after extended Pregnancy/Parental Leave shall provide the Board with at least four (4) weeks' notice.
- (iv) On return from extended pregnancy/parental leave, the employee shall return to the position previously held by the employee.
- (v) On return from extended Pregnancy/Parental Leave, the employee shall be assigned to the same position or a comparable position if the position held prior to the leave no longer exists.

(i) Seniority Status During Pregnancy/Adoption/Parental Leave

While on the leave above an employee shall retain and accumulate the employee's full employment status in connection with the seniority provisions.

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

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

(j) Supplemental Employment Benefits Plan

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

- if the employee does not normally receive salary, i.e., a ten-month employee during the summer or an employee whose temporary assignment has expired, the employee would not receive a maternity top-up during that time.

(k) Full-time Union or Public Duties

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

- (i) for employees to seek election in a municipal, provincial or federal election;
 - (ii) for employees selected for full-time positions with the Union or any body to which the Union is affiliated for a period of one (1) year. Such leave may be renewed each year on request during the employee's term of office. Such employee shall receive the employee's pay and benefits as provided for in this Agreement but the Union shall reimburse the Board for all pay and benefits during the period of absence.
- (l) Where the Board determines that it is of benefit to the Board to have an employee undertake a course of studies, then the Board will reimburse the employee for all reasonable expenses incurred in undertaking the course.

25. PAYMENT OF WAGES

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

26. SEVERANCE AND RETIREMENT BENEFIT

- (a) (i) Any employee reaching retirement age and having completed ten (10) years or more of continuous service shall be given a bonus equal to one (1) month's pay. This bonus is to be in addition to any holiday or accrued sick leave with pay to which the employee may be entitled.
 - (ii) Any employee having completed five (5) years service with the Board and having reached the age of fifty-five (55), or other circumstances approved by the Board, shall receive payment upon retirement or death, in addition to the bonus outlined above, of all accrued sick leave up to a maximum of one hundred twenty (120) days.
 - (iii) In the case of termination of employment by the Board for reasons other than that of misconduct, accrued sick leave shall be paid.
- (b) Except in the case of dismissal for proper cause, the Board when terminating the employment of an employee employed on a monthly basis shall give one (1) month's notice and any such employee may resign on giving the Board one

- (1) month's notice. In the case of hourly-paid employees and except in the case of dismissal for proper cause, the notice by or to the Board shall be one (1) week provided that this clause shall not apply to temporary employee layoff.
- (c) Any employee having completed five (5) or more years continuous employment with the Board is entitled to severance pay to equal one (1) month's regular salary.
- (d) At the employee's request payment of any benefits under this clause shall be as follows:
 - (i) a lump sum payment at the time of termination or retirement; or
 - (ii) held over to the next taxation year, or any other year following termination of employment; or
 - (iii) converted to an individual income averaging annuity payable at normal retirement age; or
 - (iv) converted into a paid pre-retirement or post-retirement vacation equivalent.

27. CLASSIFICATIONS AND RECLASSIFICATIONS

(a) Job Descriptions

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

(b) No Elimination of Present Classifications

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

(c) Changes in Classification

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

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

- (e) If an employee is transferred to a position with the same salary or increment range as the employee's previous position, there shall be no change in salary or increment progression. Where an employee is promoted or reclassified to a higher rated position, there shall be no change in the increment progression.
- (f) Job Evaluation Plan Terms of Reference
The Job Evaluation Plan terms of reference, attached to this Agreement as, shall take precedence over clause (c) of this Article.

28. WELFARE BENEFITS

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

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

(a) Medical Coverage

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

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

- Vision Care - \$175 maximum reimbursement once in a twenty-four (24) month period with no deductible,
- Pay-Direct Drug Card, and
- Other Expenses - \$25,000 maximum reimbursement once in a twenty-four (24) month period with a one hundred dollar (\$100) deductible each year.

(b) Workers' Compensation

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

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

(c) Unemployment Insurance

The Board agrees to pay to the Union its portion of the reduced unemployment insurance premiums.

(d) Municipal Pension Plan

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

(e) Group Life

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

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

(f) Dental Plan

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

(g) Income Protection Plan

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

(i) Short Term Disability

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

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

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

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

(ii) Long Term Disability Extra

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

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

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

(h) Employee Family Assistance Plan

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

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

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

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

(k) Benefits to Part-time Employees

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

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

(l) Long Term Disability

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

(m) Benefits While on LTD

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

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

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

29. OCCUPATIONAL HEALTH AND SAFETY

- (a) No employee shall be disciplined for refusal to work on a job, or to operate any equipment, which is unsafe.
- (b) Occupational Health and Safety
- (i) The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the *Workers' Compensation Act* and the *Industrial Health and Safety Regulations*.
- (ii) The Occupational Health & Safety Committee shall promote safety, sanitary practices, and investigate and report as soon as possible on the nature and causes of an accident or injury, in compliance with the *Industrial Health & Safety Regulations*.
- (iii) The Union shall appoint two (2) members to the Occupational Health & Safety Committee.
- (iv) Right to Refuse or Stop Unsafe Work
- No employee shall be required to work at a job site which the employee has indicated is unsafe until such time that the site has been declared safe following inspection by a representative from the Workers' Compensation Board or representatives from the District Occupational Health & Safety Committee accompanied by the District Health & Safety Officer.
- Within twenty-four (24) hours of claiming the work site is unsafe the employee shall file with the School Board a report outlining the rationale for the claim.
- (c) Violence in the Work Place
- The Union and the Board of School Trustees support the protection of employees from violence through the policy of the Board and the applicable Workers Compensation Board Regulations.
- Violence means the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that the worker is at risk of injury.
- (d) First Aid Allowance
- A regular employee designated as a First Aid Attendant by the Board shall be paid an allowance as follows:
- (i) Holding a SOFA First Aid Certificate - twenty-five (\$.25) cents per hour.
- (ii) Holding a Level II First Aid Certificate - fifty (\$.50) cents per hour.
- (iii) Holding a Level III First Aid Certificate - eighty five (\$.85) cents per hour.

30. TECHNOLOGICAL CHANGE

- (a) "Technological change" means:
- (i) the introduction by an employer of a change in his work, undertaking or business, or a change in his equipment or material previously used by the employer in his work, undertaking or business; or
 - (ii) a change in the manner an employer carries on his work, undertaking or business related to the introduction of that equipment or material.
- (b) Advance Notice
- The Board shall notify the Union three (3) months before the introduction of any technological or other changes, or new methods of operation which affect the rights of employees, conditions of employment, wage rates or work loads.
- (c) Consultation
- Technological change shall be introduced only after the Union and the Board have reached agreement through collective bargaining regarding the measures to protect the employees from any adverse effects.
- (d) Arbitration
- If the Board and the Union fail to agree upon such measures, the matter shall be referred to the Grievance and Arbitration procedure for the purpose of determining such matters. The technological change shall not be introduced by the Board until such determination is made.
- (e) Attrition Arrangements
- No regular employee shall be dismissed or have the employee's regular hours reduced by the Board because of mechanization, technological or other change.
- (f) Income Protection
- An employee who is displaced from the employee's job by virtue of technological change or improvements will suffer no reduction in normal earnings.
- (g) An employee who is rendered redundant or displaced from the employee's job as a result of technological change or other change shall be given an opportunity to fill any vacancy for which the employee has seniority and which the employee is able to perform. If there is no vacancy, the employee shall have the right to displace employees with less seniority, provided the employee is able to perform the job.
- (h) Training Benefits
- Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the Board, be given a period of time not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such employees and no reduction in pay upon being reclassified in the new position.

(i) Additional Training

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

(j) No New Employees

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

(k) Visual Display Terminal

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

(l) Eyeglasses and Contact Lenses

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

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

31. RESTRICTIONS ON CONTRACTING OUT

(a) Community involvement in schools is encouraged as long as it does not result in the displacement of employees within the bargaining unit.

(b) The Board agrees that all work or services normally performed by the employees shall not be contracted, sub-contracted, leased, assigned, or conveyed, in whole or in part, if it would cause or prolong the layoff or loss of regular time or wages for any employee.

32. UNIFORM & CLOTHING ALLOWANCE

(a) The Board will advise all departments of the District that smocks will be made available, as required, to all employees when undertaking duties that may require protection of clothing.

(b) The District will reimburse an employee, upon production of receipts, up to fifty (\$50.00) dollars per year for bathing suits and non-slip footwear where that employee's assignment requires them to regularly be in a swimming pool.

33. GENERAL CONDITIONS

(a) Indemnification

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

(b) Medical Examinations

New employees being hired are required to provide the Board with a medical statement certifying that the employee is physically and mentally fit for work and free of infections and contagious disease. New employees shall bear the cost of required examinations. The Board reserves the right to require employees on staff to produce a certificate of medical fitness. In such cases, the Board will bear the cost of required examinations.

(c) The Union and the Board desire every employee to be familiar with the provisions of the Agreement and his or her rights and obligations under it. For this reason the Board shall publish the Collective Agreement electronically and make it accessible on the web and, upon request, the Board will provide an employee with one printed copy of the Collective Agreement.

(d) To facilitate the analysis of this Agreement, articles of this Agreement which are unchanged from the previous Agreement shall be printed in lower case letters and all articles which have been changed shall be printed in *italic* letters.

(e) Personal Property - Vandalism Insurance

(i) The Board shall reimburse employees who, in the course of rendering official Board services, suffer a loss arising from theft, fire, or malicious damage to the employee's vehicle while parked on School District property.

(ii) The amount of this reimbursement shall cover damages up to two hundred dollars (\$200).

(iii) When employees who are required to use their vehicle on approved School District business incur damage to their vehicle by means other than collision, then the Board shall reimburse the employee to the value of the comprehensive deductible on the vehicle.

(f) Automobile Insurance Coverage

Employees required to insure their automobile for travel for business purposes on behalf of the Board shall be reimbursed for the increased insurance costs required due to Business Class coverage to a maximum of one hundred twenty-five dollars (\$125).

(g) No person covered by this Collective Agreement will be required to transport students in the employee's personal vehicle.

34. EMPLOYMENT EQUITY PLAN

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

- (a) After June 1, 2010, only persons of Aboriginal Ancestry will be employed by The Board as an Aboriginal Student Support Worker or as a Cultural Teaching Assistant.
- (b) Notwithstanding the above, persons who, on May 31, 2010, are employed by The Board as an Aboriginal Student Support Worker or as a Cultural Teaching Assistant and are not of Aboriginal Ancestry will not be displaced from their position by reason of their ancestry.

35. PRESENT CONDITIONS AND BENEFITS

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

36. GENERAL

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

37. TERM OF AGREEMENT

This Agreement shall remain in force and binding upon the parties until the 30th day of June, 2019. If negotiations extend beyond the anniversary date of this Agreement, both parties shall adhere firmly to the provisions of the Agreement during bona fide negotiations.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed this 2nd day of October, 2014 by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

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

SIGNED FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5101

Robert Harper, Secretary Treasurer

Tara Brooks, President

Lorna Newman, Assistant Superintendent

Helen Turnquist, General Vice-President

Jason Sandquist, Assistant Secretary-Treasurer

Sherrene Ross, General Vice-President

Johanne Kemmler, Secretary Treasurer

Wayne Smiley, Sergeant-At-Arms

/ks - cope:491

JOB BANDS

School District No. 79 (Cowichan Valley)

Points	Position	Date	Status
139	Level 1		
154	Level 2		
169	Level 3		
	182 22 - Secretary - FAXNET		Inactive
	182 23 - Secretary - First Nations		Inactive
	182 58 - Secretary - General		Inactive
	183 34 - Noon Hour Supervisor	Mar. 10/09	
184	Level 4		
	187 10 - Bus Assistant	Mar. 28/01	
	196 28 - Secretary - Staff & Student Development		Inactive
	198 12 - Laminating Clerk		Inactive
199	Level 5		
	204 33 - Lunch Program Coordinator	Apr. 23/08	
	207 54 - Laboratory Assistant - Assessment Centre	June 29/98	
	213 21 - Secretary - District Principal		Inactive
214	Level 6		
	216 62 - Lunch Program Secretary	Apr. 20/02	
	221 26 - Processing Clerk		Inactive
	228 78 - Secretary, Early Learning	June 16/11	
229	Level 7		
	232 43 - Education Assistant - Academic	Mar. 28/01	
	232 45 - Teachers' Assistant - First Nations Program		Inactive
	235 41 - Secretary - Special Services	June 20/01	
	241 27- Secretary I	Apr. 5/11	
	242 02 - Accounts Clerk		Inactive
	242 20 - Counselling Clerk	June 20/01	
	242 29 - Secretary - Transportation	Dec. 19/01	
	243 77 - Humanities Assistant	Apr. 23/09	
244	Level 8		
	245 69 - Laminating Clerk/Secretary to Careers & Ab. Ed.	Feb. 23/05	
	245 18 - Career Centre Assistant	Mar. 5/12	
	245 31 - Secretary - Career Development		Inactive
	245 61 - Secretary - International Student Program	June 20/01	
	246 24 - Secretary - Health & Safety		Inactive
	248 53 - Laboratory Assistant - Computer Lab		Inactive
	257 15 - Library Assistant	Oct. 24/07	
	255 14 - Secretary - Education Services		Inactive
	257 64 - Receptionist - Adult Education Program		Inactive

Points	Position	Date	Status
259	Level 9		
259 16	- Receptionist/Booking Clerk	Jan. 5/10	
260 50	- Food Services Chef Assistant		Inactive
260 13	- Shipping & Receiving Clerk	Dec. 9/08	
261 44	- Education Assistant - Behavioural	Mar. 28/01	
261 51	- Call Out Clerk	Oct. 2/00	
272 52	- Laboratory Assistant - Science Department	Jan. 16/08	
263 79	- Aboriginal Cultural Teaching Assistant	June 23/11	
264 30	- Transportation Dispatcher	May 12/09	
264 17	- School Board Office Receptionist	Nov. 28/11	
270 55	- Purchasing Clerk		Inactive
272 80	- Aboriginal Support Worker	Sept. 10/10	
272 37	- Secretary - Learning Assessment Program	Feb. 7/12	
272 52	- Laboratory Assistant - Science Department	Jan. 16/08	
274	Level 10		
279 65	- Secretary - Adult Education Program	Feb. 27/02	
279 71	- Rentals/Health & Safety Secretary		
279 04	- Rental Coordinator		Inactive
285 08	- Alternate Program Worker - Life Skills		Inactive
289	Level 11		
290 67	- Administrative Secretary - Director	Mar. 30/04	
291 60	- Senior Call Out Clerk	Nov. 22/11	
292 70	- Accounting Clerk Assistant - District	Feb. 23/05	
301 72	- Visual Language Interpreter/Communications Facilitator	June 15/05	
302 46	- Education Assistant - Personal Care	Mar. 28/01	
304	Level 12		
304 25	- Administrative Secretary - Operations	Oct. 17/08	
304 40	- School Secretary III	Feb. 20/02	
308 39	- School Secretary II	Apr. 5/11	
309 32	- First Nations Support Worker	Feb. 11/00	
312 03	- Administrative Secretary - Human Resources		Inactive
313 36	- Program Worker - Work Study/Work Experience		Inactive
313 19	- Computer Support Services Assistant		Inactive
316 38	- Secretary - Purchasing		Inactive
319	Level 13		
319 66	- Secretary - Human Resources Department	May 4/10	
321 68	- Help Desk Analyst	Feb. 9/10	
321 63	- Secretary - Alternate Education Program	Oct. 14/11	
324 11	- Student Support Worker	June 27/01	
330 49	- Education Assistant-Specific Care	Mar. 28/01	
334	Level 14		
335 35	- Payroll & Benefits Clerk	June 8/07	
337 01	- Accounting Clerk - District	Feb. 25/10	
346 47	- Technical Assistant	Nov. 21/01	

Points	Position	Date	Status
349	Level 15		
	350 57 - District Resource Services Assistant	Jan. 16/08	
	358 59 - Payroll and Benefits Clerk/Budget Clerk	June 8/07	
	363 74 - System Support Specialist I	July 05/06	
364	Level 16		
	376 75 - Systems Analyst Hardware Repair Technician	July 5/06	
	377 76 - Buyer	Dec. 9/08	
379	Level 17		
	385 09 - Alternate Program Worker - Work Skills	Apr. 14/09	
394	Level 18		
409	Level 19		
422	48 - Work Program Director	Apr. 14/09	
424	Level 20		
439	Level 21		
454	Level 22		
	461 73 - Network Systems Analyst	July 5/06	

SCHEDULE "A"

Salary Schedule

PAY GRADE	July 1, 2014	July 1, 2015	May 1, 2016		July 1, 2016	May 1, 2017		July 1, 2017	May 1, 2018		July 1, 2018	May 1, 2019	
	Base Wage	1.0%	0.0%	*	0.5%	1.0%	*	0.5%	1.0%	*	0.5%	1.0%	*
1	\$21.26	\$21.47	\$21.47	*	\$21.58	\$21.80	*	\$21.91	\$22.13	*	\$22.24	\$22.46	*
2	\$21.77	\$21.99	\$21.99	*	\$22.10	\$22.32	*	\$22.43	\$22.65	*	\$22.76	\$22.99	*
3	\$22.31	\$22.53	\$22.53	*	\$22.64	\$22.87	*	\$22.98	\$23.21	*	\$23.33	\$23.56	*
4	\$22.81	\$23.04	\$23.04	*	\$23.16	\$23.39	*	\$23.51	\$23.75	*	\$23.87	\$24.11	*
5	\$23.31	\$23.54	\$23.54	*	\$23.66	\$23.90	*	\$24.02	\$24.26	*	\$24.38	\$24.62	*
6	\$23.84	\$24.08	\$24.08	*	\$24.20	\$24.44	*	\$24.56	\$24.81	*	\$24.93	\$25.18	*
7	\$24.36	\$24.60	\$24.60	*	\$24.72	\$24.97	*	\$25.09	\$25.34	*	\$25.47	\$25.72	*
8	\$24.87	\$25.12	\$25.12	*	\$25.25	\$25.50	*	\$25.63	\$25.89	*	\$26.02	\$26.28	*
9	\$25.40	\$25.65	\$25.65	*	\$25.78	\$26.04	*	\$26.17	\$26.43	*	\$26.56	\$26.83	*
10	\$25.89	\$26.15	\$26.15	*	\$26.28	\$26.54	*	\$26.67	\$26.94	*	\$27.07	\$27.34	*
11	\$26.42	\$26.68	\$26.68	*	\$26.81	\$27.08	*	\$27.22	\$27.49	*	\$27.63	\$27.91	*
12	\$26.93	\$27.20	\$27.20	*	\$27.34	\$27.61	*	\$27.75	\$28.03	*	\$28.17	\$28.45	*
13	\$27.46	\$27.73	\$27.73	*	\$27.87	\$28.15	*	\$28.29	\$28.57	*	\$28.71	\$29.00	*
14	\$27.95	\$28.23	\$28.23	*	\$28.37	\$28.65	*	\$28.79	\$29.08	*	\$29.23	\$29.52	*
15	\$28.46	\$28.74	\$28.74	*	\$28.88	\$29.17	*	\$29.32	\$29.61	*	\$29.76	\$30.06	*
16	\$28.97	\$29.26	\$29.26	*	\$29.41	\$29.70	*	\$29.85	\$30.15	*	\$30.30	\$30.60	*
17	\$29.49	\$29.78	\$29.78	*	\$29.93	\$30.23	*	\$30.38	\$30.68	*	\$30.83	\$31.14	*
18	\$30.01	\$30.31	\$30.31	*	\$30.46	\$30.76	*	\$30.91	\$31.22	*	\$31.38	\$31.69	*
19	\$30.51	\$30.82	\$30.82	*	\$30.97	\$31.28	*	\$31.44	\$31.75	*	\$31.91	\$32.23	*
20	\$31.03	\$31.34	\$31.34	*	\$31.50	\$31.82	*	\$31.98	\$32.30	*	\$32.46	\$32.78	*
21	\$31.55	\$31.87	\$31.87	*	\$32.03	\$32.35	*	\$32.51	\$32.84	*	\$33.00	\$33.33	*
22	\$32.07	\$32.39	\$32.39	*	\$32.55	\$32.88	*	\$33.04	\$33.37	*	\$33.54	\$33.88	*

LETTER OF UNDERSTANDING #1

Between:

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

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5101

Re: Return to Work

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

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

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

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

Signed this 2nd day of October, 2014

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

SIGNED FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 5101

Board Chair

President

Secretary-Treasurer

Secretary-Treasurer

LETTER OF UNDERSTANDING #2

Between:

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

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5101

Re: Assignment of Students Enrolled in Career Preparation Programs

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

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

Signed this 2nd day of October, 2014

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

SIGNED FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 5101

Board Chair

President

Secretary-Treasurer

Secretary-Treasurer

LETTER OF UNDERSTANDING #3

Between:

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

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5101

Re: Joint Early Intervention Service

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

Signed this 2nd day of October, 2014

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

SIGNED FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 5101

Board Chair

President

Secretary-Treasurer

Secretary-Treasurer

LETTER OF UNDERSTANDING #4

Between:

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

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5101

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

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

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

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

Signed this 2nd day of October, 2014

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

SIGNED FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 5101

Board Chair

President

Secretary-Treasurer

Secretary-Treasurer

LETTER OF UNDERSTANDING #5

Between:

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

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5101

Re: Employee Benefits

The parties agree to establish a committee comprising of equal representation to explore cost neutral changes to the employee benefit package, namely extended health, dental, life, accidental death and dismemberment insurance. Any recommendations of the committee will be presented to each party's principals with a recommendation for ratification.

Signed this 2nd day of October, 2014

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

SIGNED FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 5101

Board Chair

President

Secretary-Treasurer

Secretary-Treasurer

LETTER OF UNDERSTANDING #6

Between:

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

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5101

Re: Agreed Understanding of the Term Education Assistant

For the purposes of this collective agreement, where applicable, the term Education Assistant (EA) has the same meaning as Special Needs Assistant as found in the 2010-2012 Collective Agreement and is not intended to alter or amend any terms or conditions of employment.

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

Signed this 18th day of September, 2013

[Original signed by Peter Cameron]

Peter Cameron
BCPSEA

[Original signed by Bill Pegler]

Bill Pegler
CUPE

Signed this 2nd day of October, 2014

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

SIGNED FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 5101

Board Chair

President

Secretary-Treasurer

Secretary-Treasurer

LETTER OF UNDERSTANDING #7

Between:

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

And:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5101

Re: Article 18 (c)

1. For the duration of this Letter of Agreement, Article 18 (c) will be replaced with the following:

18 (c) With the exception of those positions listed in Article 18 (d) (ii), all posted positions will be a minimum of twenty hours per week and, at the Board's discretion, may be worked in a three-day or a four-day work week.

An employee in a position that was posted as a five-day a week position must first give his or her consent before their work week may be altered to a three-day or a four-day work week.

Five-day-a-week positions may, where the conditions of a special job require it, have the work week changed for short periods of time. Notice of such change will be given not later than quitting time one (1) week in advance.
2. This Letter of Agreement will be in effect from the date of ratification until June 30, 2019 unless terminated earlier as provided in this Letter of Agreement.
3. Either Party may terminate this Letter of Agreement with one year's notice to the other party. After the termination or the expiry of this Letter of Agreement, all three-day and four-day work week positions will revert to a five-day work week without triggering bumping rights for the affected employees.

Signed this 2nd day of October, 2014

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

SIGNED FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 5101

Board Chair

President

Secretary-Treasurer

Secretary-Treasurer

Appendix A

2006 – 2010 Letter of Understanding (LOU)

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

The parties to this Letter of Understanding are the BC Public School Employers' Association (BCPSEA), school boards who are signatories to this LOU, and the support staff unions who are Signatories to this LOU.

The terms set out below represent a full and final settlement of all outstanding cost issues between the parties who are signatories to this LOU. All outstanding cost demands not specifically addressed below are deemed to be withdrawn.

Subsequent to the execution of this document, the local parties will prepare and execute a Memorandum of Agreement incorporating the terms set out herein, together with any other non-cost issues agreed to between the parties.

It is understood and agreed that the obligations of school districts set out in this Letter of Understanding shall be of no force and effect unless a collective agreement has been reached by the affected local parties prior to June 30, 2006, and subsequently ratified.

Term

July 1, 2006 to June 30, 2010

General Wage Increase

July 1, 2006 2%

July 1, 2007 2%

July 1, 2008 2%

July 1, 2009 2%

Incentive Payment

Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the School District at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum incentive payment.

The following principles for distribution shall guide the parties in the distribution of this one-time funding:

- The incentive payment shall be up to three thousand seven hundred (\$3,700) dollars for each full-time equivalent employee and shall be pro-rated for part-time employees.
- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of thirty-five (35) hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1, 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.
- The one-time payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
 - maternity or parental
 - short-term disability
 - long-term disability that commenced within the twelve (12) month period ending on the incentive eligibility date
 - leaves granted to employees in receipt of workers' compensation benefits

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

Subject to the allocated funding above, the local and the district may also choose to allocate the funds in a manner consistent with the district's staffing structure.

Public Education Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:
 - a. an employee demographic analysis; and,
 - b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

In the event the Committee cannot agree on any of the matters within its jurisdiction, these matters will be referred to Mark Brown for mediation and, if, necessary final adjudication.

Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of three million (\$3,000,000) dollars, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with one million five hundred thousand (\$1,500,000) dollars). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.
4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprenticeship Opportunities Funding

6. The Committee will be provided with a one-time payment equal to a maximum of three million (\$3,000,000) dollars, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with one million five hundred thousand (\$1,500,000) dollars). These monies will be used to facilitate and support apprenticeship opportunities in British Columbia school districts.
7. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
8. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprentice Sponsor Funding

9. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of

support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with fifty (50%) percent of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2007 \$828,000
July 1, 2008 \$828,000
July 1, 2009 \$828,000

10. It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.
11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.
12. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
13. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner as prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Workforce Adjustment Committee Funding

14. The Committee will be provided with a one-time payment equal to a maximum of four million (\$4,000,000) dollars, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with two million (\$2,000,000) dollars). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.
15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Labour Market Adjustment Fund

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:
- i. Demonstrating evidence of recruitment or retention difficulties;
 - ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - iii. Identifying which occupations and the number of employees that will be affected by the adjustment;
 - iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
 - v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

Adjustments proposed under this paragraph must be funded through demonstrable cost neutral trade-offs.

18. In addition, the Committee shall be provided with Labour Market Adjustment funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with fifty (50%) percent of the funding set out below):

July 1, 2007 \$1,656,000
July 1, 2008 \$828,000
July 1, 2009 \$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.
21. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.
22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

23. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with fifty (50%) percent of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

July 1, 2006	\$1,656,000
July 1, 2007	\$828,000
July 1, 2008	\$828,000

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
25. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Liaison on Education Policy Matters

27. The Minister of Education will establish scheduled opportunities for representatives of support staff unions to discuss education policy matters that have employment implications for their bargaining unit members.

Education Assistants Committee

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.
29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of seven million nine hundred thousand (\$7,900,000) dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the

2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing fifty (50%) percent of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be three million nine hundred fifty thousand (\$3,950,000) dollars). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.

31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:
 - a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
 - b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.
32. The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

Fiscal Dividend

33. Each Memorandum of Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus.

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of one hundred fifty million (\$150,000,000) dollars, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1.0 Fiscal Dividend:

- 1.1 If fiscal dividend funds are determined to be available, upon receipt of funding from the government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.

- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of one hundred fifty million (\$150,000,000) dollars.
- ii. Only final surplus monies in excess of one hundred fifty million (\$150,000,000) dollars will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed three hundred million (\$300,000,000) dollars.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., one hundred (100%) percent of the Fund will be available if one hundred (100%) percent of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
- iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.

1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:

- All leaves with pay
- Maternity and parental leave
- All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010

2010 – 2012

Letter of Understanding (LOU)

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

The following items will form the basis of a framework for settlement between Support Staff Unions and Boards of Education in the K-12 Public Education Sector. This framework in its entirety will be incorporated into memorandum of agreement achieved between Support Staff Unions and Boards of Education no later than February 29, 2012.

Term

July 1, 2010 to June 30, 2012

Wage Re-opener

This memorandum of agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current round of collective bargaining.

The employer agrees that in the event that Government decides to modify the PSEC Mandate, as it applies to the entire Public Service and Public Sector, during the term of the collective agreement, the school district and the local support staff union will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the collective agreement.

The Support Staff Education and Adjustment Committee

1. The parties agree to continue and expand the scope of the Support Staff Education and Adjustment Committee (SSEAC) to include the following.
 - a) an examination and discussion of any impediments arising from and the options to facilitate the introduction of shared services
 - b) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
 - c) a study of the potential for regionalization of wages and benefits
 - d) an investigation of benefit standardization for the purpose of additional efficiencies during the life of the collective agreement
 - e) recommendations to address issues associated with hours of work and service delivery
 - f) a review of practices in districts having modified school calendars and the resulting impact on support staff
 - g) skills enhancement for support staff

There will be a total of five hundred fifty thousand (\$550,000) dollars allocated for the purposes set out above. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

2. The funds stipulated in Item 1 of the LOA – Class Organization Fund will be allocated in accordance with the following principles:
 - a) The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
 - b) This advice will include recommendations that be directed to expanding services for students. Examples of initiatives include enhancing incremental EA hours for initiatives such as consultations, collaborative planning meetings, student coverage and innovative practices for existing EA positions working more than ten (10) hours per week and less than thirty-five (35) hours per week.
 - c) Support staff local unions and Boards of Education will formulate a plan for the above funds.
 - d) SSEAC will review such plans and provide input to the Ministry of Education.

Demographic, Classification and Wage Information

The employer will, subject to the availability of the data, provide the following information.

Every October 1st, the union will be provided with detailed bargaining unit demographic, earnings and job classification information for all reported bargaining unit members from the previous school year in Microsoft Excel spreadsheet format. This information will comprise the following data elements.

- School District employer
- Years of age (at the time of data submission)
- Gender
- Position code
- Current wage level
- Status (Permanent/Temporary/Casual)
- Annual hours of work
- Years of work experience with the current employer

BCPSEA will provide a Letter of Commitment regarding data as found in Attachment 1.

PEBT

The employer agrees to append the letter found in Attachment 2 to support staff collective agreements re: Public Education Benefits Trust for information purposes.

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

Provincial Bargaining

At least six (6) months prior to the expiry of collective agreements between K-12 employers and support staff unions, representatives of employers and support staff unions shall meet to discuss the process of provincial bargaining for the next round of collective bargaining.

There will be a total of two hundred thousand (\$200,000) dollars allocated for the costs associated with provincial discussions related to bargaining.

Dated this 14th day of December, 2011.

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

Original Signed by:
CUPE & Support Staff Unions

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

**2012 – 2014
Provincial Framework Agreement ("Framework")**

between

BC Public School Employers' Association ("BCPSEA")

and

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

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions and Boards of Education.

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

1. Term

July 1, 2012 to June 30, 2014.

2. Wage Increases

Wages will increase by three and one-half (3.5%) percent. Increases will be effective on the following dates:

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

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

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

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

4. Recognition & Respect for Education Assistants

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

Items previously agreed to (see attached):

Agreed Understanding of the term Education Assistant

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

5. Illness and Injury Leave, Costs and Replacement Policies

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

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

6. Drug Plan

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

7. Letter of Understanding

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

a) Dedicated Funding

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

b) PEBT

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

c) Demographic, Classification and Wage Information

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

8. Enabling Shared Services

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

Originally signed September 18, 2013

*[Original signed by Bargaining Committee]
for BCPSEA*

*[Original signed by Bargaining Committee]
for the Unions*

2014 – 2019
Provincial Framework Agreement ("Framework")
between
BC Public School Employers' Association ("BCPSEA")
and
The K-12 Presidents' Council and Support Staff Unions ("the Unions")

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

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

Term

July 1, 2014 to June 30, 2019.

Wage Increases

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

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

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

Employee Support Grant

BCPSEA, the Unions and the Government agree to the principle that support staff union members who have lost wages as a result of not crossing lawful picket lines during full days of the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix C.

Benefits Standardization

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

The Support Staff Education and Adjustment Committee (SSEAC)

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

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

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

Education Assistants Committee

- a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.
- d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.
- e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.
- f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

Learning Improvement Fund – Support Staff

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

- a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in

alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.

- b) In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.
- c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.
- d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA's in circumstances of changing enrollment throughout the school year.
- e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA's are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.
- f) SSEAC will receive the jointly agreed plans from school districts and locals.
- g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.
- h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.
- i) If permitted by legislation and regulation, a one-time allocation of \$2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.

PEBT

- a) Date adjustment for the annual funding of the PEPT LTD plan:

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

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

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

- b) Employee Family Assistance Program (EFAP) services and the PEPT

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

Shared Services

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

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.

Standardized Job Evaluation Study

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

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

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

Job Evaluation Fund

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

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

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

Provincial Bargaining

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

Unpaid Work

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

Workload Concerns

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

Modified Calendar

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

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

Dated this 7th day of June, 2014.

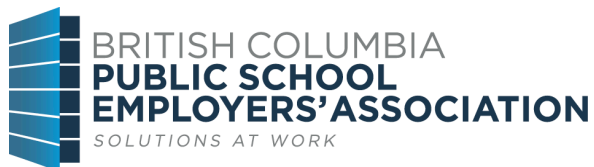
The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

K-12 Presidents' Council and Support Staff Unions

BC Public School Employers' Association & Boards of Education

Marcel Marsolais
 JM
 [Signature]
 Cheryl Smith
 Bob Green
 Mike O
 Trudi
 Bruce J. [Signature]
 Jan Bell
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 Miller Rose
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Ronzo del Regno
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September 18, 2013

Letter to Ministry of Education re Education Assistant

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

Dear Ms. Avison:

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

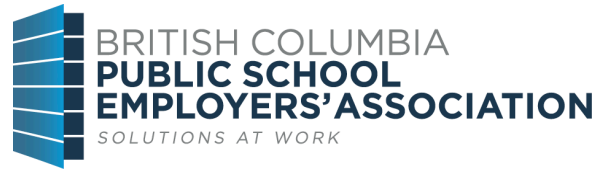
The parties agree that "Education Assistant" more accurately describes the nature of the work in the current context and into the future. We respectfully request that consideration be given to the possibility that a similar change could be made to applicable legislation and regulations.

Yours truly,

[Original signed by Peter Cameron]
Peter Cameron
BCPSEA

[Original signed by Bill Pegler]
Bill Pegler
CUPE

Attachment 1



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

Letter of Commitment

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

Original signed on December 14, 2011 by:

"Jacquie Griffiths"
Jacquie Griffiths

Associate Executive Director

BCPSEA

Attachment 2

Memorandum: To All Member School Districts and Support Staff Unions

Settlors Statement on Accepted Policy and Practices of the PEBT

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

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

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

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

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

For further clarification please contact your BCPSEA or CUPE representative.

Letter of Agreement
Between
BCPSEA
And
K-12 Support Staff Unions
And
**Her Majesty the Queen in right of the province of BC as represented by the
Ministry of Education**

Re: Class Organization Fund: Support Staff Priorities

WHEREAS:

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

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

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

THEREFORE:

The parties hereby agree as follows:

1. Funding will be allocated as follows:
 - Seven million five hundred thousand (\$7,500,000) dollars for year one, for the school year commencing September, 2012, and
 - Seven million five hundred thousand (\$7,500,000) dollars per year for each year thereafter.
2. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. It is a fundamental term of this Agreement that the Ministry will take all steps necessary to implement this Agreement including through introducing legislation to ensure its continuing validity. This Agreement is subject to the necessary legislative authorities existing, which will make it effective and remain in effect.

Original signed on December 14, 2011 by:

"Hugh Finlayson"
BCPSEA

"Terry Allen"
Support Staff Unions

"Rick Davis"
Ministry of Education

Appendix B

Letter of Agreement

Between:

British Columbia Public School Employers' Association

And:

K-12 Presidents Council

Re: Economic Stability Dividend

Definitions

1. In this Letter of Agreement:

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

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

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

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

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

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

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

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

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
 - (i) February Budget – Forecast GDP for the upcoming calendar year;
 - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
 - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:
For collective agreement year 3 (2016/17):
 - (i) February 2015 – Forecast GDP for calendar 2015;
 - (ii) November 2016 – Real GDP published for calendar 2015;
 - (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
 - (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
 - (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

Appendix C

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

And:

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

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

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

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

BCPSEA

[Original signed by Marcel Marsolais]

K-12 Presidents’ Council

[Original signed by Paige MacFarlane]

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

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

And:

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

Re: Employee Support Grant for after June 30, 2014

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

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

BCPSEA

[Original signed by Marcel Marsolais]

K-12 Presidents' Council

[Original signed by Paige MacFarlane]

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

Appendix D

Provincial Support Staff Extended Health Benefit Plan

Terms of Reference

Between:

British Columbia Public School Employers' Association

And

K-12 Presidents Council

Re: Exploration of a Greater Standardization of Benefits Plans

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

Terms of Reference:

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

Appendix E

Letter of Agreement

Between:

BCPSEA

And

K-12 Support Staff Unions

And

**Her Majesty the Queen in right of the Province of BC as represented by the
Ministry of Education**

RE: Learning Improvement Fund: Support Staff Priorities

WHEREAS:

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

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

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

THEREFORE:

The parties hereby agree as follows:

1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of \$10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.
2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.
3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.

This letter replaces the letter between the parties signed December 14th, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

Appendix F

**Joint Job Evaluation Committee
Maintenance Manual**

Between

SCHOOL DISTRICT #79 (Cowichan Valley)

The Employer

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 5101)

The Union

ARTICLE 1 PURPOSE

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

ARTICLE 2 DEFINITIONS

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

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

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

ARTICLE 3 THE JJE COMMITTEE

- 3.1 The working committee of the JJE Committee shall have equal representation and participation from the parties, consisting of 3 representatives from the Employer and 3 representatives from the Union.
- 3.2 The Employer and the Union shall each designate one of its representatives to act as co-chairperson. The co-chairpersons are responsible for:
- a) The chairing of the JJE Committee meetings;
 - b) The scheduling of regular JJE Committee meetings which include notification of appropriate supervisors for committee members' attendance;
 - c) Establishing the priority of matters to be acted upon by the JJE Committee.
- 3.3 JJE Committee members shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.
- 3.4 Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular JJE Committee member who is absent or unable to attend due to conflict of interest.
- 3.5 The Employer will provide administrative support to the JJE Committee. The person performing these functions shall not be a member of the JJE Committee. These services shall be under the direction of the co-chairs and shall include:
- a) The distribution of all JJE Committee correspondence to the JJE Committee Co-chairpersons;
 - b) The preparation and distribution of meeting agendas forty-eight (48) hours prior to the meeting;
 - c) The preparation and distribution of minutes;
 - d) The preparation and distribution of JJE Committee documents.
- 3.6 The Union committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the JJE Committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 3.7 Union committee members shall be replaced in their regular jobs for such time as they are working on the JJE Committee. Such replacements will have all the rights and privileges of the Collective Agreement.

- 3.8 Routine business decisions of the JJE Committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of a quorum of the JJE Committee, 2 members from each group, and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 7.
- 3.9 The JJE Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party's co-chairperson.
- 3.10 Either party to the agreement may engage advisors to assist its representatives on the JJE Committee. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the JJE Committee.

ARTICLE 4 MANDATE OF THE JJE COMMITTEE

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

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

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

5.1 Job Analysis Steps:

a) Step 1

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor; The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job. The completed questionnaire shall be submitted to School District #79 Human Resources Department along with the copy of the current job description. The questionnaire will be date

stamped when it is received and forwarded to the co-chairs of the JJE Committee. The JJE Committee will review the questionnaire within sixty (60) working days of receiving it and determine if and when they can proceed with the job evaluation.

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

b) Step 2

The JJE Committee shall, if necessary, draft a new job description based on the information gathered and approved. Where further information is required, interviews shall be held with the incumbent(s) and/or the supervisor. The JJE Committee shall submit the revised job description to the incumbent(s) and the supervisor for their mutual agreement. Amendments may be made to the proposed job description, as deemed necessary by the JJE Committee, from the response of the incumbent(s) and the supervisor. When agreed upon, the job description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement.

c) Step 3

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

d) Step 4

When the JJE Committee has completed rating the job, it will provide the Employer, the Union, and the incumbent(s) with a copy of the revised job description and Advice of Rating Form (Appendix G). All parties should respond to the JJE Committee with their acceptance within thirty (30) working days. No response within thirty (30) working days, from the Employer, the Union or the incumbent(s), shall indicate acceptance of the JJE Committee's review results. If any of the parties does not agree with the results of the review the matter will be referred back to the JJE Committee. by submitting a Request for Reconsideration form and the reconsideration process will then be followed (see Article 7).

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

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

ARTICLE 6 MAINTAINING THE JOB EVALUATION PROGRAM

- 6.1 It is important that the parties maintain accurate job descriptions and job ratings on an on-going basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the parties to periodically review jobs upon request and to complete a review of all jobs every four (4) years. When reviewing a job for routine maintenance:
- a) The incumbent(s) and the supervisor/employer will be requested to participate in a job evaluation review by the JJE Committee by completing and submitting a Job Analysis Questionnaire as outlined in Article 5.1.
 - b) The Committee shall proceed to gather accurate, up-to-date information on the job in accordance with Article 5 and, based on the information gathered and approved, the Committee shall update the job description as necessary;
 - c) Where the job description has been changed, the JJE Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the Employer, the Union, the incumbent(s) and/or supervisor of its decision (Appendix G). The rating of the job shall determine the pay grade for the job.

6.2 Job Evaluation Procedure for Changed Jobs

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

- a) The incumbent(s)/union or the supervisor/employer may request a job evaluation review by completing and submitting a Reconsideration Form (Appendix H);

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

6.3 Job Evaluation Procedure for New Jobs

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

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

ARTICLE 7 RECONSIDERATION PROCEDURE

7.1 Within thirty (30) days of receipt of the Advice of Rating Form (Appendix G) in accordance with Articles 5.1, 6.2 and 6.3, the following procedure shall apply:

- a) The Employer, the Union, the incumbent(s) and/or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Reconsideration Form (Appendix H), stating the reason(s) for disagreeing with the job description and/or the rating of the job.
- b) The Employer, the Union, the incumbent(s) and/or the supervisor may make a presentation to the JJE Committee.
- c) The JJE Committee shall consider the reconsideration request and make a decision that shall be final and binding upon the parties and all employees affected.
- d) The JJE Committee shall inform all parties of its decision using the Review Decision Form (Appendix I).

ARTICLE 8 SETTLEMENT OF DISAGREEMENTS WITHIN THE COMMITTEE

8.1 In the event the JJE Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the co-chairpersons of the JJE Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the JJE Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed pursuant to Article 8.1, the JJE Committee remains unable to agree upon the matter in dispute, the co-chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

8.2 Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.

8.3 The arbitrator shall decide the matter upon which the JJE Committee has been unable to agree and his/her decision shall be final and binding on the JJE Committee, the Employer, the Union and all affected employees. The arbitrator shall be bound by the terms of this Maintenance Manual and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.

8.4 The Employer and the Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

8.5 The arbitrator's fees and expenses shall be borne equally between the parties.

8.6 The time limits contained in this article may be extended by mutual agreement of the parties.

ARTICLE 9 APPLYING THE RATING TO THE SALARY RANGES

9.1 Job ratings serve to:

- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
- b) provide the basis upon which wage rate relationships between jobs are established;
- c) measure changes in job content;
- d) assign jobs into their proper pay grade in the salary schedule.

- 9.2 The total point allocation shall be used to determine the salary range for the jobs. Salary ranges are provided in the Collective Agreement.
- 9.3 If a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new salary schedule, retroactive to the date the Reconsideration Form was submitted. The incumbent's shall retain the same place on any increment grid.
- 9.4 If a job is rated at a pay grade with a salary range lower than the current wage rate for the job, all incumbents of such jobs shall be identified as "Red-Circled" and shall continue to receive all negotiated increases and shall continue to progress through any increments of the salary range to the job rate of the previous pay grade.
- 9.5 If a job is at the top of the existing salary range, the incumbent(s) rate of pay shall be adjusted to the top of the newly assigned salary range provided the new range is higher than the existing range.
- 9.6 No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.
- 9.7 All economic adjustments negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate.

ARTICLE 10 CONCLUSION AND IMPLEMENTATION

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

Signed this 2nd day of October, 2014

FOR THE EMPLOYER

FOR THE UNION

Appendix G

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

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

JOB RATING

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

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

Employer co-chairperson :	Union co-chairperson :
Date:	Date:

JJE Committee to send copies to:

Incumbent(s) Supervisor Union Employer

Appendix H

SCHOOL DISTRICT NO. 79 (COWICHAN VALLEY)
JOINT JOB EVALUATION COMMITTEE
RECONSIDERATION REQUEST

Incumbent's Name:

Job Title:

Job Number:

Department:

Location:

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

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

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

Request submitted by: Incumbent(s) Supervisor Union Employer

Name:

Signature:

Date:

JJE Committee to send copies to:

Incumbent(s) Supervisor Union Employer

Appendix I

<p>SCHOOL DISTRICT NO. 79 (COWICHAN VALLEY) JOINT JOB EVALUATION COMMITTEE REVIEW DECISION FORM</p>

<p>Incumbent's Name:</p>	
<p>Job Title:</p>	<p>Job Number:</p>
<p>Department:</p>	
<p>Location:</p>	

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

<p>Employer co-chairperson :</p>	<p>Union co-chairperson :</p>
<p>Date:</p>	<p>Date:</p>

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

Appendix J

Local Memorandum of Agreement

between

the Board of Education for School District 79 (Cowichan Valley)

and

the Canadian Union of Public Employees Local 5101

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

<u>Article</u>	<u>Modify</u>
16 (f) (v)	Amend
18 (c)	Amend
18 (f) (ii)	Amend
18 (f) (iii)	Amend
23 (c)	Amend
24 (c)	Amend
24 (f)	Amend
28	Amend
32	Amend
33 (a)	Delete