

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1ST, 2019 TO JUNE 30, 2022

BETWEEN

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION,

ACCREDITED FOR AND REPRESENTING

THE BOARD OF EDUCATION OF

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 882-B

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COLLECTIVE AGREEMENT

BETWEEN: THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION,
ACCREDITED FOR AND REPRESENTING:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

AND: THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 882-B

PREAMBLE

The purpose of this Agreement is to secure for the Board, the Union, and the employees the full benefits of legal collective bargaining and to ensure to the utmost extent possible fair and reasonable remuneration, working conditions, job security, economy of operation, maintenance of essential services and protection of property. It is recognized by this Agreement to be the duty of the Board and the Union and the employees to cooperate fully, individually and collectively, for the advancement of said conditions. The Board and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this agreement. The Board agrees in the exercise of the functions of management, that the provisions of this Agreement will be carried out.

ARTICLE 1 - BOARD'S RIGHT

Sec. 1 **Management and Direction**

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Board, except as modified elsewhere in this agreement.

Sec. 2 **Hiring and Discipline**

The Board shall have the right to select employees and to discipline, transfer, demote or discharge them for proper cause.

Sec. 3 **Supervisory Staff**

The selection and promotion of supervisory employees shall be entirely a matter for the Board's decision, but in making such selection or promotion, Article 5 Section 4(b) shall be given due consideration.

ARTICLE 2 – UNION RECOGNITION & SECURITY

Sec. 1 **Bargaining Authority**

The Board agrees that the bargaining authority of Local 882-B, as certified by the B.C. Labour Relations Board, shall not be impaired during the term of this collective agreement. The Board agrees that the only certification that it will

recognize during the term of this Agreement is that of Local 882-B, unless ordered by due process of law to recognize some other bargaining authority.

S.D. 52 (Prince Rupert) - It is agreed that the following are excluded from the bargaining unit: Secretary-Treasurer, Chief Accountant/Purchasing Agent, Accountant, Confidential Secretary to the Secretary-Treasurer, Confidential Secretary to the Superintendent of Schools.

Sec. 2 **Union Membership**

- (a) The Board agrees that all employees who, at the date of the signing of this Agreement, are members of the Union, or any employee who hereafter during the life of this Agreement, becomes a member shall as a condition of continued employment, maintain membership in good standing with the Union.
- (b) New employees commencing employment with the Board shall become members of the Union within fifteen (15) days.

Sec. 3 **Check-Off**

- (a) All employees of the bargaining unit will as a condition of employment, sign check-off cards authorizing the Board to deduct from their earnings in each month, dues levied, and in the amount communicated to the Board by the Union from time to time. The Board shall remit the dues deducted pursuant to such assignment to the Financial Secretary of the Union not later than the 15th of the month following that in which such deductions are made, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.
- (b) (Deleted).
- (c) At the time that income tax (T-4) slips are made available the Board shall enter on the amount of union dues paid by each union member in the previous year.

Sec. 4 **Financial Responsibility**

Notwithstanding any provisions contained in this section, there shall be no financial responsibility on the part of the Board for the dues of an employee, unless there are sufficient unpaid wages of that employee in the Board's hands.

Sec. 5 **Notification**

The Union shall be notified of all appointments, hirings, lay-offs, rehiring and terminations of employment with the month-end check off statement. The Union will supply the Board with the names of its officers. Likewise, the Board shall supply the Union with a list of its supervisory personnel.

Sec. 6 **New Employees**

The Board agrees to advise new employees that a Union Agreement is in effect, to provide them with a copy of the Collective Agreement and to advise them of

the name of their Union Steward. Every employee shall be notified of the name of the employee's immediate designated supervisor(s).

Sec. 7 **Strikes - Walkouts**

- (a) All employees covered under this agreement shall have the right to refuse to cross or work behind a picket line. Any employee failing to report for duty for this reason shall be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out Board business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board.
- (c) Employees covered under this agreement shall not be expected to carry out the duties of other employees engaged in a strike or locked out by the Board.

ARTICLE 3 - DEFINITION

Sec. 1 That for the purpose of this Agreement and unless the context otherwise requires:

Probationary employees shall be defined as a person who is serving a probationary period ~~of sixty (60) calendar days as set out in Article 5, Section 2,~~ for a permanent appointment with the Board.

- Sec. 2
- (a) Casual Employee - a person who works from time to time on an on-call basis, to perform specific short-term or occasional assignments. Assignments shall not exceed forty-five (45) calendar days.
 - (b) Casual employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods, and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes.
 - (c) Temporary Employee - an employee who is hired or assigned to fill a specific work requirement which is anticipated to be of limited duration. However, a temporary employee with ~~sixty (60) calendar days~~ continuous service in the same position **longer than the probation period set out in Article 5, Section 2** shall be considered as a "Regular" employee.
 - (d) Summer Student Employee - an employee who is hired or assigned to fill a seasonal specific work requirement which is anticipated to be of limited duration for part or all of the period between the end of post-secondary classes in April and August 31 of each year. Summer Student employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods, and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes.

Sec. 3 Regular employee shall be defined as a person who has satisfactorily completed sixty (60) calendar days service with the Board and who is employed on a regular full-time or part-time basis. Regular full-time employees shall be entitled to all

benefits of this Agreement. Regular part-time employees shall receive, when eligible, benefit entitlement on a pro rata basis.

- Sec. 4 Maintenance staff shall include or mean, unless the context is more clearly specified or limited, Tradesmen and other employees working under the Operations Department.
- Sec. 5 Transportation staff shall mean and include persons employed by the Board to either drive, service or repair buses.
- Sec. 6 Custodian staff shall mean and include unless the context is more clearly specified or limited, Custodians whether engaged part-time or full-time by the Board.
- Sec. 7 Office staff shall mean and include persons employed by the Board to work in the Board Offices, Resource Centre or school offices.

ARTICLE 4 - HOURS OF WORK

Sec. 1 **General Staff**

- (a) The normal hours of work for the day shift maintenance employees and network systems analysts shall be eight (8) consecutive hours per day, forty (40) hours per week inclusive of meal periods.
- (b) The normal hours of work for custodians at secondary and middle schools in Prince Rupert shall be eight (8) hours per day, 40 hours per week inclusive of one half (1/2) hour period for a meal to be taken on the job.
- (c) The normal hours of work for custodians at elementary schools in Prince Rupert and Port Edward shall be up to 7.5 hours per day, 37.5 hours per week inclusive of one half (1/2) hour period for a meal to be taken on the job.
- (d) The normal hours of work for custodians in the Villages shall be up to eight (8) consecutive hours per day, forty (40) hours per week inclusive of a one half (1/2) hour period for a meal to be taken on the job.
- (e) The Board may choose to assign custodial work on weekends for clean-up duties after weekend extra-curricular events.
- (f) The normal hours of work for the bus drivers for students with special needs shall be eight (8) consecutive hours per day, forty (40) hours per week exclusive of meal periods.

Sec. 2 **Clerical Staff**

- (a) The regular work week for all office personnel shall consist of five (5) consecutive work days of seven (7) hours each, exclusive of a meal period, from Monday to Friday inclusive.
- (b) The parties hereby agree that a letter shall be written by the Board no later than the 15th of May to the School Principals advising when secretaries and library assistants will be required to report to work. Secretaries and library assistants shall be available for work if requested

by the Board before school opens or after school closes. School clerical staff will be consulted in the development of a clerical work plan for the next school year.

Sec. 3 **Work Week**

The regular work week shall be Monday to Friday. The regular working week may be varied by mutual agreement between the Board and the Union. The agreement shall be in writing.

Sec. 4 **Rest Periods**

An employee shall be allowed a fifteen (15) minute paid rest period at the worksite in each of the first half and the second half of a full-time shift. An employee working less than a full-time shift shall have one paid rest period during each continuous three-and-one-half (3 1/2) or four (4) hours of regular working time.

The Employer shall provide the Union with at least sixty (60) days' notice of any changes to school bell schedules. Such notice may be reduced or waived if the bell schedule must be changed due to circumstances beyond the control of the School District.

Sec. 5 **Definition of Shifts**

Day Shift	-	7:00 a.m. to 3:59 p.m. <u>6:00 a.m. to 3:59 p.m.</u>
Afternoon Shift	-	4:00 p.m. to 10:59 p.m. <u>2:00 p.m. to 11:59 p.m.</u>
Night Shift	-	11:00 p.m. to 6:59 a.m. <u>10:00 p.m. to 7:59 a.m.</u>

Employees' shifts will normally fall within these hours.

Any employee working the majority of that employee's regularly scheduled hours in a day within the shift shall be paid the appropriate shift differential for all regular hours worked that day.

Sec. 6 **Noon Hour Supervision**

(a) Current employees shall have the option of the additional work in accordance with seniority and with the provisions of Article 5 - Section 4(i). Current rate of pay and benefits shall apply.

(b) Term of Employment - September to June.

(c) Hours of Work - Up to one (1) hour.

(d) Seniority (Casual)

Shall neither exercise seniority nor accumulate seniority. Casual employees shall be considered for regular employment if they are qualified.

(e) Benefits (Casual) - Noon Hour Supervisors - Only Statutory (e.g. CPP, EI, WCB)

ARTICLE 5 - SENIORITY

Sec. 1 Principle

Seniority is the length of service that an employee has with the district. The application of seniority shall be on a district-wide basis, except in cases of lay-off, when seniority will apply provided the qualifications required for the position are possessed by the employee.

Sec. 2 New Employees - Probationary Period

(a) New hired employees shall be hired on probation, the probation period to continue for sixty (60) calendar days (subject to paragraph (b) below), during which time the employee shall be considered a temporary worker only, and during this same period no seniority rights shall be recognized. After completion of the probationary period, seniority shall be effective from the original date of employment.

~~(a)~~(b) Newly hired employees hired may have the sixty (60) calendar days probation period extended to the extent necessary to ensure the employee has worked at least thirty (30) calendar days while school is in session.

Sec. 3 Lay-Offs & Recall

(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.

Prior to any lay-offs or reduction in hours of work of regular employees exceeding thirty percent (30%) in any classification, the Board will consult with the Union through a Labour Management Liaison Meeting. Consultation may include discussion of options other than lay-offs or reduction in hours of work.

(b) A layoff is defined as a reduction in the workforce. A reduction in the regular weekly hours exceeding thirty percent (30%) of their regular weekly hours shall also constitute a layoff.

This section does not apply to the elementary school custodian job classifications in Prince Rupert and Port Edward. For these classifications the following terms will apply:

A reduction of one hour or more shall constitute a lay-off and the lay-off bumping process of the Collective Agreement shall apply.

(c) The Board agrees that in the event of a lay-off, regular employees shall, where practical, be laid off in order of their seniority. When it is necessary to rehire, employees shall be re-employed in the inverse order in which they were laid off. No new employees shall be hired to fill a vacancy until those laid off, who are qualified for the vacancy, have been given the right of first refusal for the position.

(d) In the event of lay-offs, such lay-offs will be initiated within the Department first concerned, and the employees with the least seniority shall be the first laid off, provided however, that such employee laid off

may exercise their seniority with another Department and provided the employee has the qualifications to undertake such work.

(e) Lay-off notice shall be in accordance with the Employment Standards Act as follows:

[i]	after three consecutive months of employment	one (1) week
[ii]	after twelve consecutive months of employment	two (2) weeks
[iii]	after three consecutive years of employment	three (3) weeks
[iv]	after four consecutive years of employment	four (4) weeks
[v]	after five consecutive years of employment	five (5) weeks
[vi]	after six consecutive years of employment	six (6) weeks
[vii]	after seven consecutive years of employment	seven (7) weeks
[viii]	after eight or more consecutive years of employment	eight (8) weeks

(f) A regular employee, if qualified, may exercise their seniority rights to bump bargaining-unit-wide. An employee entitled to bump in accordance with this Article shall advise the Secretary-Treasurer of their intention, in writing, of which position they wish to bump into within five (5) working days.

(g) Employees in Category No. 1 cannot bump employees in Category No. 2, unless they have completed the approved courses or work unsupervised as per Addendum No. 1 - Page 3.

(h) If an employee has been bumped or their position has been eliminated and the position from which they have been bumped or eliminated comes open or is reinstated within seventy-five (75) calendar days from the time of being bumped or eliminated, then that employee has the right of first refusal to revert to their former position. For employees other than 12 month employees, July and August of each year will not count as part of the 75 calendar days. An employee wishing to exercise this option shall advise the Secretary-Treasurer of their intentions within five (5) working days.

(i) Employees laid off shall receive their final pay and record of employment in accordance with the Employment Standards Act and EI requirements.

Sec. 4

Job Postings

(a) In the event of a vacancy occurring in any classification covered by this agreement, or in the event of a new position being created, notice thereof shall be posted as follows:

For 12-month Positions

For five (5) working days

For All Other Positions -

From **May 1 to June 15, and from** the Tuesday after Labour Day to September 30

On Tuesdays and Fridays for two (2) working days. All postings issued no later than 1:00 pm. All postings close at noon.

At other times during the school year For five (5) working days

Note the requirement for a seniority list to be issued by May 1, in accordance with Article 5, Section 7.

A copy shall be sent to the Secretary of the Union. Such postings and notice shall contain the following information: nature of the position, required ability, hours of work and wage rate or salary range, and the closing date for accepting applications. Applications must be made in writing. The Union shall be advised in writing of the name(s) of the successful applicant(s) within five (5) working days following their appointment.

This Sub-Section shall not apply to vacancies that will be filled in accordance with Sub-Sections (f) and (g) below or for casual work assignments.

Job posting end dates for school-based positions will not exceed the last day of classes in the school calendar.

- (b) The Board agrees that seniority shall govern in all cases of promotions and demotions when the qualifications and ability of the employees concerned, in the opinion of the Board, are equal. The Board shall determine qualifications and ability, in a fair and equitable manner.
- (c)
 - [i] If the successful applicant is a regular employee they shall be placed on trial for a period of forty-five (45) calendar days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of forty-five (45) calendar days.
 - [ii] If the successful applicant has previously completed a trial period for the position applied for they shall be placed on a fifteen (15) calendar day reorientation period. Conditional on satisfactory service, such reorientation period shall become permanent after the period of fifteen (15) calendar days.
 - [iii] In the event that the successful applicant proves unsatisfactory in the position, or in the event the successful applicant chooses not to remain in the position and advises the employer by letter that they wish to be returned to their previous position at the prevailing rate without loss of seniority, then the employee will be returned to their former position and any other employees promoted or transferred because of the rearrangement of position may also be returned to their former position.

If the employee has advised the employer of their decision to return to their former position, the return to the former position will occur within fifteen (15) calendar days of the date of receipt of a letter from the employee.
 - [iv] Employees shall be notified in writing by the Secretary-Treasurer or delegate if their trial period was successful or unsuccessful.
- (d) Vacancies occurring in July and August, except Tradesperson classifications, will not be permanently assigned until after school

commences in September.

- (e) Regular part-time and temporary employees who want to increase their hours or gain full-time employment by accepting a temporary position shall submit their name to the Secretary-Treasurer by the last day of each month. A Temporary Pool List will be maintained on a monthly basis by seniority of regular part-time and temporary employees.
- (f) Temporary positions of an anticipated duration of more than forty-five (45) calendar days but less than seventy-five (75) calendar days shall be offered to employees on the list in order to allow them to increase their hours or gain full employment.
- (g) When a temporary vacancy exceeds seventy-five (75) calendar days the position shall be posted and the one subsequent vacancy shall also be posted. Any further vacancy shall be filled from the Temporary Pool List.
- (h) It is understood that the temporary positions in Article (f) and (g) shall be offered to the employee who has the greatest seniority and has the required qualifications for the temporary position. Following the temporary appointment, the employee shall revert back to their former position.
- (i) Regular part-time and temporary employees who combine positions to increase their hours of work shall only be allowed to combine hours:
 - (a) that do not conflict with the normal day-to-day operation of the school, classroom, and/or worksite;
 - ~~(b) up to the normal maximum work day/work week hours.~~
 - (b) do not exceed 8 hours per day or 40 hours per week.
- (j) Calendar days for the purpose of this section (Section 4) shall not include days off for the Christmas Break or Spring Break.
- (k) Job postings will be sent to employees on leave of absence, layoff, and short term disability. Employees who are on WCB or LTD will be asked if they want to receive postings. Employees on leave of absence, layoff, short term disability, WCB or long term disability can request to have job postings sent to them by mail.
- (l) Each school year, no later than the 3rd Thursday of October, the Board agrees to meet, review and consult education assistant placements within schools with the Union. In the placement of education assistants, the following is agreed:
 - (a) An education assistant 2 takes precedent in assignment over an education assistant 1.
 - (b) For all education assistants in a school with the same classification and subject to Article 5, Section 4(b), the education assistants with the most seniority will get first right of refusal for hours of work to a maximum of five (5) hours, except at Charles Hays Secondary School to a maximum of six (6) hours.
 - (c) It is understood that the placement of education assistants within

a school will be determined by the principal based on needs of the students, class organization, and Article 5, Section 4(b).

- (d) All questions/concerns shall be dealt with through Labour/ Management Liaison Meetings.

Sec. 5 **Loss of Seniority**

An employee shall lose their seniority in the event of:

- (a) discharge for cause and not being reinstated;
- (b) the employee's resignation;
- (c) absence from work in excess of three (3) working days without notifying the Board Office unless such notice was not reasonably possible;
- (d) after a lay-off, failing to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Board Office informed of their current address;
- (e) being laid off for a period of twelve (12) months.

Sec. 6 **No Loss of Seniority**

An employee absent from work because of sickness, accident or leave of absence approved by the Board, shall not lose their seniority.

Sec. 7 **Seniority List**

The Board shall maintain a seniority list showing **the order, name, the date upon which each employee's service commenced, position and location. The May seniority list will also show the hours of any continuing position and will be completed by May 1.**

An up-to-date seniority list shall be sent to the secretary of the Union, secretary of each school and all shop stewards in January, May and September of each year. **A draft of the seniority list will be sent to the Chief Shop Steward for review for three (3) calendar days prior to the distribution of the list.**

ARTICLE 6 - WAGES

Sec. 1 **Pay Dates**

The Board shall pay salaries and wages bi-weekly, in accordance with the Wage Schedules attached hereto and forming part of this agreement.

All overtime earned shall be paid bi-weekly or as per Section 3(a)(v). Employees shall be classified as per the Wage Schedules attached hereto and forming part of this agreement.

The setting out of a job classification and accompanying wage rate in the Wage Schedules attached to this agreement shall not bind the Board to create or fill

such positions.

Employees working a bi-weekly pay period will have one week banked in each pay period. This week will be paid in each subsequent pay period. The employee's final banked week will be paid within one week of termination or lay-off.

Sec. 2 **Classification Changes & New Positions**

Please note that this paragraph has been put on hold and replaced as per Section 19 of Appendix IV on page 42.

When duties in any classification are substantially changed, or when a new position is created the District shall notify the Union prior to the time the new positions are posted or changed. The rate of pay shall be subject to negotiation between the Board and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration in accordance with Article 12 of this agreement. The new rate shall become retroactive to the time the position was first filled by an employee.

Sec. 3 **Overtime Entitlement**

(a) For all overtime worked as hereinafter defined, all employees covered under the Wage Schedules of this Agreement shall be paid as follows:

[i] All time worked over eight (8) hours or seven (7) hours per day, or forty (40) hours or thirty-five (35) hours per week (whichever is applicable), shall be paid for at double (2) the regular rate until the commencement of the employee's next scheduled shift.

If an employee holds more than one position and the combined hours of those positions are more than seven (7) hours per day, all time worked over the combined hours of the employee's positions or eight (8) hours per day (whichever is less), or the combined hours of the employee's positions or forty (40) hours per week (whichever is less), shall be paid for at double (2) the regular rate until the commencement of the employee's next scheduled shift. For clarity, if one of an employee's positions is to work as a casual employee, all time worked over eight (8) hours per day or forty (40) hours per week shall be paid for at double (2) the regular rate until the commencement of the employee's next scheduled shift.

If an employee holds a temporary or continuing position and is also qualified as an Education Assistant, the employee may combine the hours of that position with hours worked as a casual Education Assistant, and all time worked over the eight (8) hours per day or forty (40) hours per week shall be paid for at double (2) the regular rate until the commencement of the employee's next scheduled shift.

[ii] For all time worked on a Saturday or Sunday, or where shift work is in effect, on those days constituting the employee's rest days in lieu of Saturday or Sunday, double (2) the regular rate shall be

paid.

- [iii] Should an employee be required to work on a statutory holiday, the employee shall receive 2 times pay in addition to holiday pay.
- [iv] Employees shall have the option to accumulate overtime and call time to a maximum of twenty (20) working days. All overtime shall be converted to straight time off at the regular rate of pay (in periods of not less than one (1) scheduled day and taken at a time mutually agreed upon). Upon ratification of the 2014-2019 collective agreement, employees currently with greater than 20 working days accumulated overtime will have the excess days frozen at the their rate of pay in effect on June 30, 2014.
- [v] Employees shall have the option to request a payout of banked overtime upon providing the Secretary-Treasurer with two (2) weeks written notice prior to a regular pay period. Such payments will be made on a regular pay period.

Sec. 4 **Where No Work is Available**

A regular full-time employee starting work in any day and being sent home before the employee has completed four (4) hours work, shall be paid for four (4) hours at their regular rate of pay. In the event that an employee reports for work but is sent home before commencing work they shall be paid for two (2) hours at regular rate, unless they were advised by the Board not to report for work.

A part-time or casual employee starting work in a day and being sent home before the employee has completed four (4) hours work shall be paid for four (4) hours at their regular rate of pay proportional to the percentage of hours worked to full-time or thirty (30) minutes, whichever is greater. In the event that an employee reports for work, but is sent home before commencing work, the employee shall be paid for two (2) hours at the regular rate of pay proportional to the percentage of hours worked full-time or thirty (30) minutes whichever is greater, unless the employee was advised by the Board not to report to work.

Examples:

An employee who regularly works five (5) hours per day would receive 5/7ths of four hours if they commenced work.

$$5/7\text{ths of 4 hours} = 2.86 \text{ hours (rounded)}$$

An employee who regularly works five (5) hours per day would receive 5/7ths of two hours if they were sent home before commencing work, unless they worked more than thirty minutes prior to being sent home.

$$5/7\text{ths of 2 hours} = 1.43 \text{ (rounded)}$$

Sec. 5 **Call Out**

An employee called and required to work outside their regular working hours shall be paid for a minimum of two (2) hours, at their regular rate plus overtime rates for time worked.

An employee who is on a rotating monthly call out will be paid \$150.00 per month for being on standby.

Sec. 6 **Assignments & Substitutes**

An employee who is assigned to or substitutes on any job during the absence of another employee, or who performs the duties of a higher classification, shall receive the rate for the job, or their regular rate, whichever is the greater.

ARTICLE 7 - VACATIONS AND STATUTORY HOLIDAYS

Sec. 1 **Entitlement**

- (a) Annual vacations will be granted as follows:
 - (i) Employees who have not completed one year of continuous service: one work day for each completed month of service, to a maximum of ten (10) work days with pay or four percent (4%) of earnings.
 - (ii) Employees in their second (2nd) year of employment but less than five (5) years continuous service, fifteen (15) work days with pay based on the employee's gross annual earnings or six percent (6%) of earnings, whichever is greater.
 - (iii) Employees with five (5) or more years but less than twelve (12) years continuous service, twenty (20) work days with pay based on the employee's gross annual earnings or eight percent (8%) of earnings, whichever is greater.
 - (iv) Employees with twelve (12) or more years but less than twenty (20) years continuous service, twenty-five (25) work days with pay based on the employee's gross annual earnings or ten percent (10%) of earnings, whichever is greater.
 - (v) Employees with twenty (20) or more years of continuous service, thirty (30) work days with pay based on the employee's gross annual earnings or twelve percent (12%) of earnings, whichever is greater.
- (b) Part-Time Employees

For the purpose of determining vacation entitlement or vacation pay for regular part-time employees, ten (10) months employment shall be considered to be equal to a year's service. Regular part-time employees shall receive vacation pay on the basis of 4%, 6%, 8%, 10% or 12% of their gross earnings upon qualifying for vacation pay based on their years of service as detailed in this Article, Section 1.
- (c) Any annual vacation payment determined by the percentage top up formula shall be paid to the employee by the last pay period payment date in July of each year.

- (d) Earned vacation pay will be shown on bi-weekly pay statements. Twelve month employees will have vacation pay reported in days earned. All other employees will have vacation pay reported as a dollar amount.

Note 1 For the purpose of this Section, entitlement to vacation shall be based upon the employee's anniversary date of employment.

Sec. 2 **Vacation Period**

- (a) Vacations shall be taken at a time most convenient to the operation of the school district and where practical, at least two weeks will be granted during the months of July and August, or at a mutually acceptable time arranged between the Board and the employee. In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority. For any unused vacation at June 30 each year, a maximum of seven (7) working days can be carried over and banked. Upon ratification of the 2014-2019 collective agreement, employees with greater than seven (7) working days carried over vacation at June 30, 2014 will be grandfathered, and will not carry over any additional vacation until such time as their current carried over vacation bank is less than this seven (7) days maximum.
- (b) 10 month employees (other than school secretaries) will be paid vacation pay for all working days, not worked, during the Christmas Break and Spring Break, subject to sufficient accumulated vacation pay entitlement. All unused vacation pay entitlement will be paid out on the last pay period payment date in May of each year.
- (c) School secretaries will be paid vacation pay for all working days, not worked, during the Christmas Break and Spring Break, subject to sufficient accumulated vacation pay entitlement. All unused vacation pay entitlement will be paid out on the last pay period payment date in May of each year.

Sec. 3 **(Deleted)**

Sec. 4 **Leaving Board Service**

An employee leaving the service at any time in their vacation year before they have taken their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Should an employee die, their estate shall be credited with the value of vacation credits owing to the employee.

Sec. 5 **Statutory Holiday**

- (a) Employees shall be entitled to a holiday with pay at their regular rate for each of the statutory holidays hereinafter set forth:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

and any day proclaimed by the Federal, Provincial or Municipal government as a holiday and, any special school holiday proclaimed by the Minister of Education.

Only employees regularly working within the municipal boundary shall be entitled to a municipal holiday.

- (b) When any of the above mentioned holidays fall on an employee's scheduled day off, or is observed during an employee's vacation period, the employee shall receive another day off with pay at a mutually agreed upon time between the employee and the Board.

In the event that the Board or an employee group wishes to observe a Statutory Holiday on a different day than the day on which it falls, the majority of the employees in the group and the parties must mutually agree on the day on which the Statutory Holiday will be observed.

- (c) Ten month employees are entitled to receive statutory holidays falling within their period of employment. Regular part-time employees shall be paid for statutory holidays on the basis of their hours relative to a full-time employee.
- (d) Shift Differential

Shift differential to be paid for all statutory holidays, when worked.

ARTICLE 8 - LEAVES OF ABSENCE

Sec. 1 Sick Leave

- (a) "Sick Leave" means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine, or accident for which compensation is not payable under the Workers' Compensation Act.

- (b) Sick leave **for each July 1 to June 30 school year** shall be granted to regular employees on the following basis:

Eight (8) days sick leave will be available for all employees subject to a payback on a pro rata basis if unearned.

Nine (9) days sick leave will be available to 12 month employees subject to a payback on a pro rata basis if unearned.

Sick leave days may be used to Top Up sick leave payment for weekly indemnity to 85% of usual wages out of the annual sick leave days allowable.

- (c) Regular part-time employees shall receive sick benefits on a pro rata basis proportional to hours worked relative to a full-time employee.
- (d) Remuneration for the sick leave payable under parts (b) and (c) above shall be at one hundred (100) percent of the employee's regular daily pay.
- (e) Leave without pay of one year because of illness may be granted to an employee who does not qualify for sick leave with pay, or who is unable

to return to work at the termination of the period for which sick leave with pay is granted. At the end of one year, an extension may be granted by the Board.

- (f) When an employee is granted leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the board upon expiration of such leave of absence, the employee shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such lay-off.
- (g) An employee prevented from performing their regular work with the Board on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act, shall receive from the Board the difference between the amount payable by the Workers' Compensation Board and their regular salary. Such difference shall be deducted from the employee's accumulated sick leave, provided the employee has such benefits to their credit. Should the employee have no sick leave to their credit, then the employee shall only be entitled to the amount paid by the Workers' Compensation Board.
- (h) An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) days. Where an employee has taken uncertified sick leave in excess of seven (7) days in a period of twelve (12) months, the employee may be required to produce a medical certificate **from a duly qualified medical practitioner** for any subsequent illness. If there is a cost for obtaining the medical certificate the cost shall be borne by the Board if requested.
- (i) A record of all unused sick leave will be kept by the Board. An employee is to be advised on application of the amount of sick leave accrued to their credit.
- (j) When an employee becomes ill while on annual vacation, sick time will not count as part of the vacation. Illness must be substantiated by a doctor's certificate if requested by the Board.
- (k)
 - (i) An employee entitled to sick leave under this Article, shall receive, upon termination of employment, the following percentum of their unused accumulated sick leave after a minimum of ten (10) years continuous service:
 - 25% of unexpended sick leave after 10 years of service;
 - 40% of unexpended sick leave after 15 years of service;
 - 60% of unexpended sick leave after 20 years of service.
 - (ii) Sick leave accumulated pursuant to this part shall be frozen at the entitlements established on December 31, 1987.
 - (iii) Employees with less than ten (10) years of service on January 1, 1988 shall be entitled to the provisions of part (ii) above on completion of the required periods of service except that payout shall only be paid on termination after age 55 or on layoff.

- (iv) Sick days accumulated and vested in accordance with part (ii) may be used to top up or supplement the one hundred (100) percent pay under part (d) and Weekly Indemnity Plan under part (l), on the request on the employee.
- (l) Eligible regular employees shall be covered by an Employer paid Weekly Indemnity Plan upon completion of the probationary period. The Plan provides remuneration for a period commencing on the fourth day of illness or first day of accident or surgery and extending to twenty-six (26) weeks, subject to Carrier limitations.
- (m) Eligible regular employees shall be covered by an employee paid Long Term Disability Plan upon completion of the probationary period. The Plan provides for 66 2/3% pay (non-taxable) upon conclusion of the Weekly Indemnity Plan and extending to age sixty-five (65) subject to Carrier limitations.
- (n) Superannuation continues to be shared by the Employer and employee during the Wage Indemnity period and paid by the Superannuation Commission during the Long Term Disability period. Eligible employees will receive a pension based upon salary increases indexed to the Consumer Price Index for the L.T.D. period through to age sixty-five (65) through the Superannuation Commission.

Sec. 2

Union Business

- (a) The Board agrees to grant time off without pay during any working day to officers of the Union in the employ of the Board for Union business.
- (b) The Board agrees that time spent in settling grievances during the regular working hours, pursuant to Articles 11 & 12 hereof by Union Stewards, shall be considered as time worked and paid at regular rates of pay.
- (c) In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave their work without obtaining permission of their supervisor, which permission shall not be unduly withheld.
- (d) Bargaining representatives in the employ of the district shall have the privilege of attending collective bargaining meetings with the Board if held during regular working hours, without loss of remuneration. The Union agrees to notify the Board of each of the names of such employees, whose number, for the purpose of this section, shall not exceed a total of four (4) employees at any one time.
- (e) Bargaining unit employees appointed by the Board to represent the Board on Community and/or City Committees will not suffer a loss of remuneration for attending meetings held during the employee's regular working hours.

Sec. 3

Bereavement

Leave up to five (5) days shall be granted with pay on request of the employee in the event of death of a parent, wife, husband, brother, sister, child, grandparent,

mother-in-law, father-in-law, step parent, common-law spouse, step child, step grandparent, sister-in-law, grandchild or brother-in-law. The Board shall give reasonable consideration to special requests regarding persons outside the immediate family or extended time under special circumstances and any time approved shall be taken as either vacation or leave without pay.

Any further bereavement leave will be considered by the Employer under Article 8 Section 15 - General Leave.

Sec. 4 **Jury Duty**

The School District shall continue to pay to employees their regular daily pay if the employee is called upon to perform jury duty or to appear as a subpoenaed witness at either a coroner's inquest or a criminal court.

The employee shall turn over to the School District any funds received for performing jury duty or appearing as a crown witness.

Subpoenaed employees who await jury duty are not expected to work their afternoon shift if selection has not been made by noon.

Sec. 5 **Pregnancy Leave**

- (a) The Board will grant Unpaid Pregnancy Leave. Pregnancy leave shall be the greater of 17 weeks or the number of weeks allowed pursuant to the British Columbia Employment Standards Act.
- (b) Unless medical conditions do not permit, the Board shall be given two (2) weeks notice of the commencement of such leave.
- (c) The Employee shall notify the Board at least three (3) weeks prior to returning to the job.
- (d) Supplemental Employment Benefits on Pregnancy Leave
 - (i) When a pregnant employee takes a maternity leave to which the employee is entitled pursuant to the Employment Standards Act, the Board shall pay the employee 95% of their current salary for the first ~~and second~~ weeks of their leave.
 - (ii) Upon ratification, a top up to 95% of current salary for the ~~third~~ second through twelfth weeks of the employee's leave will be paid.
 - (iii) Upon presentation of an EI benefit statement, the employee will be paid according to established pay cutoffs and schedules.
- (e) The Board agrees to enter into the Supplementary Unemployment Benefit (SUB) Plan agreement in respect of such maternity payment.

Sec. 6 **Parental Leave**

- a) The Board will grant Unpaid Parental Leave. Unpaid Parental Leave shall be the greater of 37 weeks or the number of weeks allowed

pursuant to the British Columbia Employment Standards Act. Parental Leave will be granted pursuant to the British Columbia Employment Standards Act.

- b) The Board will continue to provide coverage for all employees benefits plans, provided the employee pays the premiums.
- c) The employee shall notify the Board at least four (4) weeks prior to wishing to return to work. The Board shall endeavour to place the employee at a job equivalent to the position held at the commencement of the leave. Where this is not possible, the Board will place the employee in a job consistent with the employee's qualifications and seniority that is acceptable to the employee.
- d) In the event that the mother should die or becomes disabled before or following the birth of the child and a male employee qualifies for benefits under the Employment Insurance Act (spousal maternity benefits) the provisions of the Article shall, upon request, be granted to the male employee.

Sec. 7 **Paternity Leave**

On the birth of a child, a male employee may apply for and shall be granted paternity leave with pay up to two (2) days. In the event of birth complications affecting either the mother or child the leave may be extended up to a further five (5) days with or without pay upon the prior approval of the Secretary-Treasurer or delegate.

Sec. 8 **Adoption Leave**

- a) Adoption leave of four (4) days with pay will be granted an employee who is adopting a dependent child. If both adopting parents are employees, each is entitled to this four (4) day leave with pay.
- b) The Board will grant Unpaid Adoption Leave. Unpaid Adoption Leave shall be the greater of 37 weeks or the number of weeks allowed pursuant to the British Columbia Employment Standards Act.
- c) Should adoption leave be taken, the employee shall be eligible to receive payment for such leave up to a maximum of ten (10) days pay at 95% of full salary.
- d) Adoption leave does not cover the formalization of guardianship for dependent children of a bonded family.

Sec. 9 **Parenthood Leave**

- (a) "Parenting" is fulfilling the role of principal caregiver to the dependent child/children in the home or institution if the child is institutionalized.
- (b) "Parenthood Leave" will be considered for any employee who has served continuously in the district for at least three (3) years prior to the school year in which the leave is to commence. The Board shall grant such requests within the limits of the following procedures.

- (c) Requests for such leave must reach the office of the Secretary-Treasurer by March 1st for leave commencing July 1st or by October 1st for leave commencing January 1st. The request for leave shall set out the period of leave requested and the employee's preferred return date, September 1st or January 1st.
- (d) An employee who is on Parenthood Leave and who accepts employment elsewhere shall be deemed to have resigned from this district effective the date of commencement of the new position.
- (e) Employees on Parenthood Leave may accept temporary assignments in School District No. 52 if no other acceptable temporary employee is available.
- (f) Employees on Parenthood Leave must formally notify the Secretary-Treasurer by March 15th/ October 15th in the school year in which the leave terminates regarding their intention to resume work in the district on September 1st/ January 1st. Failure to give such notification shall be construed as notice of resignation, effective June 30th/ December 31st immediately following that March 15th/ October 15th.
- (g) If both parents are employees covered by this agreement, only one parent is eligible for the leave at any one time. Neither is it the intent of this leave that one parent may be on Parenthood Leave while the other is on Long Term Maternity Leave.
- (h) An employee who is on a Long Term Maternity Leave may also request Parenthood Leave but the combined leaves must not exceed thirty (30) continuous working months and the employee must return to work on the first day of a school term (as defined by the School Act).
- (i) An employee returning to work from Parenthood Leave shall be assigned to a position equivalent to that previously held.
- (j) The number of employees on Parenthood Leave at any one time shall not exceed 5% of the current F.T.E. employees covered by this agreement.
- (k) Notwithstanding the foregoing return dates and provisions, an employee may return to work at an earlier date at the Secretary-Treasurer's or delegate's discretion. In such an instance the Board is not bound to offer the employee a position equivalent to that previously held. The position offered will be governed by the positions available at that time.
- (l) Employees granted Parenthood Leave may make arrangements to continue their fringe benefit package at their own expense.

Sec. 10

Personal/Discretionary Leave

An employee with one (1) year of continuous service shall be entitled to five (5) days discretionary leave without pay, annually.

Leave of absence without pay will be granted to a maximum of five (5) days per year at the request of an employee in writing, for personal reasons, subject to the

availability of a suitable substitute.

This leave may, at the discretion of the Secretary Treasurer or delegate, be used to extend regular vacation periods, provided that the leave request is received four (4) weeks prior to the start of the leave.

For this section, leaves may be taken at no less than the full morning or full afternoon of the employee's shift.

Sec. 11 **Medical Care Leave**

- (a) When medical services and/or medical facilities are not available in the community of residence or work, an employee or the employee's dependents may be referred by a doctor or dentist to a medical practitioner or medical facility in another municipality.

When such referrals are made and the appointment cannot be scheduled in a way that avoids disruption of work or vacation, the employee shall be allowed paid leave of absence of up to three (3) days in order to attend or to accompany dependents if medically required. Proof of need for such medical leave is required. Additional leave shall be deducted from the employee's sick leave bank on request. In the event the employee has no sick leave to their credit, the leave shall be without pay.

- (b) **Medical/Dental Appointments**

Provided that medical or dental care is required and appointments are not available outside of the employee's normal working hours an employee shall be granted time off with pay, subject to the Supervisor's approval and the submission of a leave of absence form. Time off will be charged against accumulated sick leave if the absence is beyond 2 hours. The Board may request proof of an employee's attendance at a specific medical or dental appointment.

Sec. 12 **~~[Deleted]Video Display Terminals~~**

~~Employees whose jobs require the operation of video display terminals may request a transfer to alternate work during a pregnancy. If a suitable transfer is not available, the employee may request unpaid leave of absence for the period of the employee's pregnancy.~~

Sec. 13 **Illness of a Family Member**

Leave of absence with pay shall be granted to a maximum of five (5) days per school year to enable an employee to care for a parent, wife, husband, brother, sister, child, grandparent, mother-in-law, father-in-law, step parent, common-law spouse, step child, step grandparent, sister-in-law, grandchild or brother-in-law who has become ill. A doctor's certificate may be required.

Sec. 14 **Time Off to Attend a Funeral**

At the discretion of the supervisor an employee shall be granted leave of absence with pay for up to half (1/2) a day to attend a funeral of a close friend or relative not defined in Section 3. A leave of absence form must be completed by

the employee, signed by the appropriate supervisor and submitted to the Secretary-Treasurer.

Sec. 15 **General Leave**

The Secretary-Treasurer may, upon receiving a written request, grant leave of absence with or without pay and without loss of seniority to a regular employee requesting such leave for good and sufficient cause. When the leave of absence is for a period of up to one year the employee will be returned to their normal position on completion of the leave. When the leave of absence is for a period of more than one year the employee shall, on their return, be placed in a position equivalent to the position previously held.

ARTICLE 9 - EMPLOYEE BENEFITS

Sec. 1 **Pension**

- (a) All eligible employees covered by the Agreement shall participate in and be covered by the provisions of the Municipal Pension Plan [formerly the Pension (Municipal) Act].
- (b) The minimum retirement and maximum retirement age shall be as defined in the Municipal Pension Plan [formerly the Pension (Municipal) Act].

Sec. 2 **Medical Coverage**

- (a) Employees who have completed their probationary period may participate in the mutually approved Medical Plan and in the Extended Health Benefit Plan offered by the Medical Plan. The costs of the premium payments shall be shared 75% by the Board and 25% by the employee. Eyeglass option at \$400 per 24 months. Hearing aid option at \$1,500.00 per twenty-four (24) months when prescribed by a Certified Ear, Nose and Throat Specialist or supplied by a recognized Audiologist on the recommendation of a Physician or Surgeon.
- (b) A Medical Travel Plan on a premium shared basis of 50/50.

Sec. 3 **Group Life Insurance**

All eligible regular employees, who have completed their probationary period will, as a condition of employment, be covered under the terms and conditions of the Group Life Insurance Plan or equivalent at two times salary. The cost of the premium payments shall be shared 75% by the Board and 25% by the employee.

The Board shall continue to provide medical, extended health and dental benefits to the dependents of the deceased employee for the period of four (4) months following the death of the employee. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

Sec. 4 **Dental Plan**

Regular employees, who have completed their probationary period, may participate in a mutually approved Dental Plan. The costs of the premium

payments shall be shared 75% by the Board and 25% by the employee. The plan will include Part C Orthodontic at 50% co-insurance. The orthodontic maximum limit is \$2,000.00/lifetime per insured person.

Effective July 1, 2020, regular employees, who have completed their probationary period, may participate in a mutually approved Dental Plan. The costs of the premium payments shall be shared 78% by the Board and 22% by the employee. The plan will include Part C Orthodontic at 50% co-insurance. The orthodontic maximum limit is \$2,000.00/lifetime per insured person.

Sec. 5 **Changes to Carriers**

The Board shall notify the Union prior to making any changes to the carriers of the employee benefit package. Changes shall only be made by mutual agreement.

ARTICLE 10 - GENERAL

Sec. 1 **Courses of Instruction**

- (a) The Board agrees to pay the full cost of any course of instruction required and approved by the Board for any employee to better qualify the employee to perform their job. Such payment shall be made upon the successful completion of the course.

The Board shall provide an adequate training and/or familiarization period for new employees and in cases of new technology.

- (b) The Union has established an Education Fund for all IUOE members of School District No. 52. The Union has allocated \$0.01/hour worked for each member of School District No. 52 which will be contributed to the Education Fund. The cap on the fund is \$5,000.00.

The School District will also match the Union's contribution which will be retroactive to the month of June, 1994. The employer's contribution to be capped at \$5,000.00.

A four (4) person Joint Committee consisting of two (2) representatives of the Union and two (2) representatives of the Board will be formed to mutually agree on the distribution criteria for the Education Fund.

Sec. 2 **Clothing and Footwear**

The Board shall provide and clean all protective clothing, coveralls and gloves as required. Employees when instructed to wear safety footwear by management will have the cost shared ~~80/20 with the Board~~ **80% by the Board and 20% by the Employee.**

If there is a concern as to whether or not safety footwear is required, management and the Union will discuss the matter in a Labour Management Liaison meeting within five (5) working days unless mutually agreed otherwise.

The employer will provide lab coats to ~~the~~ Lab Assistants at the secondary

schools and raingear and/or umbrellas for Noon Hour Supervision Assistants.

The employer will provide an annual allowance of eighty dollars (\$80.00) per school year for the purchase of swimwear for education assistants who are regularly assigned to and accompany students, enrolled in the School District swimming program, into the pool.

Sec. 3 **Deleted**

Sec. 4 **Technological Change**

Should any displacement of staff be indicated as the result of technological change, the Board and the Union will meet and discuss the possibility of employing displaced employees in some other capacity, three (3) months prior to the implementation of such change. In the event that a regular employee is displaced, the employee shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee. Any employee subsequently laid off as a result of this procedure shall retain seniority and recall rights for a period of twelve (12) months. Any employee placed in a lower rated position as a result of mechanization, shall not have their wages reduced; but shall continue to receive their old rate until such time as the agreement rate for their new position is equal to or greater than their actual rate of pay.

Any employee whose services are terminated by the Board because of technological change shall be entitled to severance pay equivalent to one (1) week's pay for each year of service.

Sec. 5 **General**

Wherever the singular of the masculine is used in this agreement, it shall be deemed to include the plural or the feminine or the body politic or corporate, as the case may require.

Sec. 6 **Labour Management Liaison Meetings**

The Board or the Union may request a joint meeting to discuss matters of mutual interest regarding the interpretation of this Agreement, matters of safety, etc. The Union representatives shall be the Shop Stewards elect and they shall be entitled to attend such meetings without loss of pay.

Sec. 7 **Mileage Allowance**

In addition to insurance coverage employees who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed at the rate prescribed by Board policy. This includes travel between work-sites as required on a regular basis, if such travel is stipulated as a condition of employment.

Sec. 8 **Vandalism Compensation - Employees' Motor Vehicles**

The Board will pay up to ~~two-three~~ hundred dollars (~~\$300.00~~~~200.00~~) of the deductible portion for insurance claims on employees' vehicles which have been damaged through vandalism at a school or approved school function.

Before payment is made, the employee shall provide the Board with the RCMP File Number for the incident and demonstrate that repairs have been carried out.

Sec. 9 **First Aid**

- (a) The Board shall reimburse Union members for approved course fees charged against the acquisition/renewal of a first aid certificate including Industrial First Aid upon successful completion of the course. It is the responsibility of the Union member to apply for this benefit and provide proof of payment and successful completion.
- (b) An employee holding a valid first aid certificate and acting as a designated first aid attendant shall be paid an allowance of \$50.00 per month.

Sec. 10 **Sexual Harassment**

The Board and the Union recognize the right of all employees to work in an environment free from sexual harassment.

Sec. 11 **No Discrimination**

The Board agrees that there shall be no discrimination exercised or practised with respect to any employee in the administration of this Collective Agreement by reason of age, race, creed, colour, ancestry, natural origin, religion, political affiliation or activity, sex, marital or parental status, nor by reason of an employee's membership in the Union.

Sec. 12 **Hearing Medical Checks**

The Board shall arrange for and pay for necessary Hearing Medical checks not covered by MSP or WCB.

Sec. 13 **Credits for Pay Category 2**

Education Assistants who complete three (3) approved courses equal to nine (9) credits will qualify for pay category 2.

The courses must be approved by the District Principal of Student Support Services or the Secretary-Treasurer before commencing the courses.

Sec. 14 **In-Service Training**

The Board agrees to provide an in-service training seminar on a minimum of one (1) day per school year designated as a professional development day for I.U.O.E. employees. The date and agenda shall be subject to the approval of the District Principal of Student Support Services and/or the Secretary-Treasurer. For purposes of attendance and pay, the day shall be treated as a regular work day.

For in-service days designated as mandatory attendance, 30 days' notice shall be provided to 12 month employees who are scheduled to work on the designated day.

A Joint Committee representing management and the union will be formed to organize and arrange in-service training for employees to cover additional days, if any, when students are not in school. The program must be approved by the District Principal of Student Support Services and/or the Secretary-Treasurer.

Sec. 15 Professional Development Fund

Effective July 1, 2020, twenty-five thousand, three hundred and sixty-eight dollars and ninety-one cents (\$25,368.91) of funding per year provided for in the 2019-2022 Provincial Framework Agreement item 3 will be put into a Professional Development Fund. The purpose of these funds will be to provide development opportunities for regular employees in order to enhance the ability of employees to provide high quality service in their position in the district.

The Labour Management Liaison Committee will administer the Professional Development Funds. Any remaining funds available at the conclusion of a year will be rolled over to the following year. The district is under no obligation to expend more than the \$25,368.91 per year.

ARTICLE 11 - GRIEVANCE PROCEDURE

Sec. 1

In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner: At each step of the grievance procedure the grievor shall have the right to be present.

Informal Step

As an informal step, the employee is encouraged to resolve the difference directly with their immediate supervisor. The employee(s) and a person or persons designated by the Union shall accompany the employee. Both parties shall make every effort to settle the difference.

Step 1

Failing a satisfactory informal resolution, notice in writing of the grievance must be filed with the Board within thirty (30) calendar days after the occurrence of the alleged grievance or the date on which the employee first has knowledge of it. The grievance shall:

- (i) Record the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (ii) State the article or articles of the Agreement alleged to have been infringed upon or violated and the remedy or correction requested; and
- (iii) Be signed by the employee and a shop steward.

The Board must answer the grievance in writing within fourteen (14) calendar days of receipt of the notice.

Step 2

Step 2 must be initiated by the Union to the Board within seven (7) calendar days of the date on which the written answer by the Board was delivered to the Union in step 1.

In the event that a resolution of the grievance, satisfactory to the Union and the Board, does not result at step one, a meeting shall be held between the employee, a person or persons designated by the Union, and a person or persons designated by the Board in an attempt to resolve the grievance.

The Parties shall meet to discuss the grievance within fourteen (14) calendar days of the date the written notice was received pursuant to this step.

The Board's representative must answer the grievance in writing within seven (7) calendar days of the meeting.

Step 3

In the event that a resolution of the grievance is not satisfactory to the Union and the Board at step 2, such grievance shall be referred to a grievance committee comprised of two (2) representatives of the Union and two (2) representatives of the Board. The committee shall, if it so desires, have its advisors in attendance.

The Parties shall meet to discuss the grievance within fourteen (14) calendar days of the date the written response was delivered by the Board to the Union pursuant to step 2.

The Board's representative must answer the grievance in writing within seven (7) calendar days of the meeting.

Step 4

Failing settlement by the committee of the grievance either party may, within thirty (30) calendar days, refer the grievance to arbitration as set forth in Article 12.

Sec . 2 Termination or Discharge, Grievance

A discharge grievance shall be commenced at step 3 of the grievance procedure within fourteen (14) calendar days after the occurrence of the alleged grievance or of the date on which the Union first has knowledge of it.

Sec 3 Union or Board Grievance

A Union or Board grievance shall be commenced at step 2 of the grievance procedure within fourteen (14) calendar days after ~~tzz~~the occurrence of the alleged grievance or of the date on which the Union or the Board first has knowledge of it.

Sec. 4 Time Limit

The time limits set out in the article will be automatically extended by any Statutory Holidays falling within the time limit.

Time limits may be extended by mutual agreement of the parties.

Sec. 5 Right to Grieve Disciplinary Action

1. (a) Disciplinary Action Grievable

Disciplinary action grievable by the employee shall include written censures and letters of reprimand.

2. (b) Employee Notified of File Documentation

An employee and the union shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure.

3. (c) Removal of Disciplinary Documents

Any such document shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction.

Sec. 6 Technical Objections

It is the intent of both parties to the Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision according to equitable principles and the justice of the case.

ARTICLE 12 - ARBITRATION PROCEDURE

Sec. 1 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party of the agreement. Within five (5) days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party.

Sec. 2 The arbitration board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The arbitration board shall endeavour to commence its proceedings within forty-eight (48) hours after the chairman is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairman is appointed. The decision of the majority shall be the decision of the board of arbitration.

Sec. 3 The decision of the board of arbitration shall be final and binding on all parties, but in no event shall the board of arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the chairman of the board to reconvene the board of arbitration to clarify the decision, which it shall do within three (3) days.

- Sec. 4 Each party shall pay:
- (a) the fees and expenses of the arbitrator it appoints;
 - (b) one-half the fees and expenses of the chairman.
- Sec. 5 The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the parties to this Agreement.
- Sec. 6 (Deleted – See Section 8)
- Sec. 7 Sole Arbitrator
- Upon mutual agreement the parties may use a sole arbitrator. Failing agreement on a sole arbitrator, the provisions of the three (3) person board shall apply.
- Sec. 8 Witnesses
- At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- Sec. 9 Employee Protection
- No employee shall suffer any form of discipline or discrimination as a result of having filed a grievance or having taken part in any proceedings under this article.
- Sec. 10 ~~Industry~~ Troubleshooter
- Share of cost of grievance recommendations:
- If 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, a mediator, mutually agreed to by the parties, shall at the request of either party
- (a) investigate the difference.
 - (b) define the issue in the difference, and
 - (c) make written recommendations to resolve the difference
- within 30 days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect of the grievance procedure.

ARTICLE 13 - CONTRACTING OUT

No regular or part-time employee shall be laid off or have their regular income reduced as a consequence of contracting out.

Except for emergencies the Union shall be advised as the nature of the work and the contractor in the event of a sub contract prior to the work commencing.

ARTICLE 14 - DURATION OF AGREEMENT

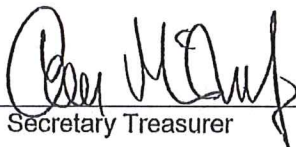
This Collective Agreement shall be in full force and effect from and including July 1, 2019, to and including June 30, 2022, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Collective Agreement within four (4) months immediately preceding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

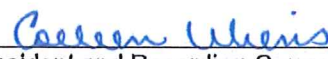
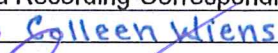
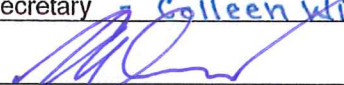

Should either party give written notice to the other party pursuant hereto, this Collective Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Employer lock out, or the parties shall conclude a renewal or revision of this Collective Agreement or a new Collective Agreement.

IN WITNESS WHEREOF THE PARTIES UNDERSIGNED HAVE EXECUTED THIS AGREEMENT,

Board of Education of School District
No. 52 (Prince Rupert)

International Union of Operating Engineers,
Local 882-B


Secretary Treasurer


President and Recording-Corresponding
Secretary 

Business Manager - 

School District No. 52 (Prince Rupert)

ADDENDUM NO. 1 - PAGE 1

WAGE SCHEDULE

CLASSIFICATION	01 July		
	2019	2020	2021
Student Worker	16.35	16.68	17.01
Base Rate – Labourer	20.96	21.38	21.81
Custodian I (starting rate)	21.35	21.78	22.22
Custodian II (after 3 months)	21.59	22.02	22.46
Custodian III (after 6 months) (Regular Custodian)	21.86	22.30	22.75
Head Custodian	22.26	22.71	23.16
Head Custodian with "B" Ticket	23.59	24.06	24.54
Head Custodian with "A" Ticket	23.78	24.26	24.75
Foreperson - Custodian	26.01	26.53	27.06
Maintenance I	22.41	22.86	23.32
Maintenance II	23.33	23.80	24.28
Maintenance III	23.67	24.14	24.62
Bus Driver – Students with Special Needs	24.58	25.07	25.57
Tradesperson Uncertified	25.60	26.11	26.63
Tradesperson TQ – Network Systems Analyst/Mechanical	30.90	31.52	32.15
Tradesperson TQ - Electrician	30.90	31.52	32.15
Tradesperson TQ - Carpenter	30.90	31.52	32.15
Tradesperson TQ - Plumber	30.90	31.52	32.15
Tradesperson TQ - HVAC	30.90	31.52	32.15
Tradesperson TQ - Painter	30.90	31.52	32.15
Tradesperson TQ – Carpenter/Painter/Maintenance III	30.90	31.52	32.15
Foreperson - Maintenance	32.65	33.30	33.97

**School District No. 52 (Prince Rupert)
WAGE SCHEDULE**

**Consolidated Pay Equity Pay Scale
Effective July 1**

Pay Band	JOB TITLE	2019		2020		2021	
		First 8 Months (Step 1)	After 8 Months (Step 2)	First 8 Months (Step 1)	After 8 Months (Step 2)	First 8 Months (Step 1)	After 8 Months (Step 2)
Pay Band 1	School Meals Program Worker 1 Accounts Clerk	\$20.12	\$21.87	\$20.52	\$22.31	\$20.93	\$22.76
Pay Band 2	Library Assistant Resource Center Attendance Clerk / Secretary Teacher/Education Assistant 1 (Bilangue) Library Assistant 1	\$21.04	22.88	\$21.46	\$23.34	\$21.89	\$23.81
Pay Band 3	Teacher Assistant Clerical Library Assistant 2 Library Asst. (Resource Centre & TOC Dispatch) Library Assistant 1 (Bilangue) School Meals Program Worker 2 Aboriginal Education Secretary	\$21.93	\$23.85	\$22.37	\$24.33	\$22.82	\$24.82
Pay Band 4	Laboratory Assistant Teacher/Education Assistant. 2 (Bilangue) Library Assistant 2 (Bilangue) Secretary 1 Secretary 1 (Student Services Secretary – CHSS) Secretary 1 (Student Support Services) Secretary 1 (Reception/Accounts Clerk) Aboriginal Elementary Program Resource Worker Education Assistant 1 Aboriginal Kindergarten Resource Education Assistant 1 Kindergarten Resource Education Assistant 1 Study Centre Education Assistant 1 Activities Coordinator	\$22.85	\$24.83	\$23.31	\$25.33	\$23.78	\$25.84

**Consolidated Pay Equity Pay Scale
Effective July 1**

Pay Band	JOB TITLE	2019		2020		2021	
		First 8 Months (Step 1)	After 8 Months (Step 2)	First 8 Months (Step 1)	After 8 Months (Step 2)	First 8 Months (Step 1)	After 8 Months (Step 2)
Pay Band 5	Community School Program Assistant After School Sports & Arts Program Assistant Senior Accounts Clerk Payroll Buyer/Network Systems Analyst	\$23.75	\$25.84	\$24.23	\$26.36	\$24.71	\$26.89
Pay Band 5A	Education Assistant 2 Education Assistant (Hearing) Education Assistant (Visual) Education Assistant (Speech Language Assistant) Education Assistant (Amplification Assistant) Aboriginal Kindergarten Resource Education Assistant 2 Kindergarten Resource Education Assistant 2 Study Centre Education Assistant 2		\$26.31		\$26.84		\$27.38
Pay Band 6	Senior Resource Centre Clerk Aboriginal Family Resource Worker Trades – Network Systems Analyst – Uncertified Payroll/Dispatch Payroll Clerk Student Support Services Secretary (District)	\$24.67	\$26.80	\$25.16	\$27.34	\$25.66	\$27.89
Pay Band 7	School Secretary 2 School Secretary 3 Community School Coordinator Administrative Secretary	\$25.54	\$27.76	\$26.05	\$28.32	\$26.57	\$28.89
Pay Band 8	No current positions	\$26.47	\$28.78	\$27.00	\$29.36	\$27.54	\$29.95
Pay Band 9	Network Systems Analyst	\$27.35	\$29.71	\$27.90	\$30.30	\$28.46	\$30.91

School District No. 52 (Prince Rupert)

ADDENDUM NO. 1 - PAGE 3

TERM AND WAGE SCHEDULES

TERM: As per Letter of Understanding (LOU) between
BC Public Schools Employers Association
and School Boards who are Signatories to this LOU
and Support Staff Unions who are Signatories to this LOU

WAGE SCHEDULES: As per Letter of Understanding (LOU) between
BC Public Schools Employers Association
and School Boards who are Signatories to this LOU
and Support Staff Unions who are Signatories to this LOU

~~1. The only secretary (i.e. works alone) in a school will be classified in Category 4A.~~

~~**Note:** Category No. 3A Secretary I supervised
Category No. 4A Secretary II in charge/working alone
Category No. 5A Secretary III in charge/supervising~~

2. (a) Suitable past experience of a new employee ~~in office routines~~ may be recognized in setting the starting salary.
2. (b) Suitable past experience of a current employee may be recognized by placing the employee in "after three (3) month" increment. This clause is not applicable to employees in Pay Category No. 1.
3. An employee who is absent from duty at a Village school because of inclement weather which prohibits travel from Prince Rupert to their place of employment, shall not be deducted for any time lost.
4. ~~Childcare Worker I and Teacher Assistant I who complete 3 approved courses will be reclassified to Childcare Worker II and Teacher Assistant II and will be paid the Category 2 rate of pay.~~
5. A library employee will be paid as a Library Assistant II, if they work 50% or more of their time unsupervised.
6. Education Assistants who are assigned to students who are not toilet trained or assist with personal hygiene will receive an allowance of fifty-five dollars (\$55.00) per month, not to be shared with other Education Assistants.
7. When an Education Assistant considers that the posted time for their position is not sufficient to complete the assigned duties of the position, the Education Assistant should discuss the matter with the School Based Team. When the School Based Team, which includes the school Administrative Officer, concludes that additional time is required, the School Based Team shall submit a request in writing to the Secretary-Treasurer.
8. It is agreed that a course of studies will be jointly established for Library Assistants so that they may qualify for Pay Category 2 if they are not entitled to the rate under 5. above.

School District No. 52 (Prince Rupert)

ADDENDUM NO. 2 - Page 1

1. **SERVICE BONUS**

That all employees be granted five dollars (\$5.00) or part thereof per month increase after five (5) years continuous service and that a further five dollars (\$5.00) per month be granted for such subsequent five (5) years of continuous service.

2. **HEAD CUSTODIAN AND HEAD CUSTODIAN/LEAD HAND**

- (a) A Head Custodian will be named in each school.
- (b) A Lead Hand will be named in each school where two (2) or more custodians are assigned.
- (c) Lead Hand Supervisory Allowance
 - [i] A Lead Hand will be paid \$10.07 per month for part-time custodians supervised (other than the Lead Hand).
 - [ii] A Lead Hand will be paid \$19.88 per month for each full-time custodian supervised (other than the Lead Hand).
- (d) During July and August, when the afternoon shift custodians work the same shift as a Head Custodian, the Lead Hand Supervisory Allowance will be paid to the Head Custodian. (This clause is applicable at PRSS, CHSS and King Edward Elementary Schools.)

3. **SHIFT DIFFERENTIAL**

Afternoon Shift: \$0.68 per for each hour on the shift

Graveyard Shift: \$0.89 per hour for each hour on the shift

Midnight to 5:59 a.m.: Instead of the shift differential specified above, employees will be paid a special differential of \$0.89 per hour for each hour worked between midnight and 5:59 a.m.

4. **DIRTY MONEY**

Dirty Money at one dollar and seventy-five cents (\$1.75) per hour will be paid to employees doing the following work:

- (a) Cleaning domestic hot water tanks
- (b) Rebricking boilers
- (c) Cleaning fuel tanks
- (d) Spray painting
- (e) While exposed to raw sewage
- (f) Toxic chemicals
- (g) Head lice checks

5. **MILEAGE ALLOWANCE**

Employees who are required to work at more than one location will be paid a mileage allowance for using their car as per Board Regulation 7120-30.

6. **RELIEF PAY PREMIUM**

Employees assigned to relieve a person excluded from the Bargaining Unit will receive a ten percent (10%) premium above their regular hourly wage rate as contained in the Wage Schedule of the Collective Agreement.

**LETTER OF UNDERSTANDING
HOUSEKEEPING COMMITTEE**

BETWEEN: SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882-B, in the Municipality of Burnaby,
in the Province of British Columbia

1. The parties agree to establish a housekeeping committee to address possible updating and consistency of terms in the collective agreement. This may include:
 - a. The review and possible updating of out-of-date references to terms, dates or other matters;
 - b. The possible updating of collective agreement language that is either no longer relevant or functional; or
 - c. Discussion leading to the possible resolution of internal inconsistencies and incongruities.
2. The committee shall meet at mutually agreeable times and conclude their work by February 28, 2020.
3. Any agreed housekeeping changes shall become part of the 2019-2022 collective agreement.
4. Nothing in this letter will lead to changes to the spirit and intent of the collective agreement. Any agreed to changes are meant to be of a housekeeping nature only.

DATED AND SIGNED THIS 11TH DAY OF JUNE, 2019

For and on behalf of:

SCHOOL DISTRICT NO. 52
(PRINCE RUPERT)

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 882-B

(Ian Larocque)

(Adrian David)

PAY EQUITY IMPLEMENTATION AGREEMENT

BETWEEN:

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882-B

1. The parties have now completed evaluating all jobs in accordance with the "Joint Gender-Neutral Job Evaluation Program" set out in the "Terms of Reference" dated 1997-04-08 (Appendix 1). This agreement sets out the methods by which that Program is to be implemented.
2. Appendix 2 (*Pay Equity Rating Record*) shows the results of the evaluations. This spreadsheet lists the title of each job class, the job evaluation score on each of the eleven factors, the corresponding points for each factor, and the total points for each job class. The points are based on the agreed-upon weights also shown on the spreadsheet.
3. Appendix 3 (*Pay Equity Regression Analysis*) shows the regression analysis used to generate target pay equity rates based on the male wage line. This spreadsheet lists each job class ranked in ascending order by total point score. It shows the gender predominance of each class (M or F) and the resulting wage rate based on regression to the existing male wage line. The regression formula is shown on the right-hand side of the spreadsheet. These wage rates are then placed in point bands (or pay categories) according to the formula also shown on the right-hand side of the spreadsheet. The net increase in wage rates is then calculated as a percentage of the existing wage rate. This percentage increase is used to calculate the total cost of pay equity based on the cost of wages paid.
4. Appendix 4 (*Pay Equity Costing*) shows the cost of implementing pay equity. This spreadsheet lists each job by incumbent name, employee number, position title, the annual wages earned from September 1, 1999 to December 31, 2002, and the pay equity target percentage rate. The cost of pay equity is calculated by multiplying the wages earned by the percentage increase. Because the percentage increase is calculated on the 2001 pay scale, the wages earned in 1999 and 2000 have to be grossed up by two percent (2%) to reflect a wage increase Local 882-B received. Pay Equity funding must also cover the cost of wage driven benefit premiums. Accordingly, eighteen percent (18%) of funding received has been held for payment of benefits. This amount will be adjusted as determined by actual experience.
5. Thereafter, subject to continuation of pay equity funding, any further pay equity adjustments shall be applied, according to the procedure set out in Appendix 5, to all female-dominated jobs until each job achieves its target rate. Should pay equity funding cease, the wage rates will no longer include pay equity increases.
6. Appendix 6 is the wage schedule in the Collective Agreement and shows the first pay equity increment. As more funding is received this schedule shall be updated and included in future Collective Agreements. When a general pay increase is bargained, that pay increase will be applied to both the current rates and the pay equity target rates. The wages costs of increases in pay equity target rates will be borne by pay equity funding.
7. For the purpose of implementation, pay equity funding shall include the year 1 (interim adjustment) maintenance funding which has accumulated over years 2 to 7. Pay equity

APPENDIX II

funding shall also include retroactive adjustments for years 2 to 6, subject to funding by the Provincial Government (see 21 June 2001 letter to BPSEA, cc. PSEC).

8. The following four jobs, which had outstanding requests for reclassification prior to the commencement of the pay equity review. The general application of the first pay equity lift (paragraph 8 above) is retroactive to 1999 and includes adjustments to these four jobs. These adjustments satisfy the requirements of Mediator John Thorne's May 18, 2000 recommendation.
 - School Meals Program Worker
 - Community School Program Assistant
 - Community School Coordinator
 - Senior Accounts Clerk / Payroll
9. Male-dominated jobs were described and evaluated in order to determine the pay equity adjustments required for female-dominated jobs. The rates of pay for male job classes will not be adjusted as a result of this review.
10. Employees hired, promoted or transferred into existing female-dominated jobs after the target rates have been agreed to, shall be paid at the interim rate for the job \exists that is, the current rate plus any pay equity adjustments applied to date. Thereafter, any further pay equity adjustments shall continue to be applied until the target rate for the job is achieved.
11. Any existing employees as of the date of the agreement in female-dominated jobs above the established target rate shall continue to receive their current rate of pay as well as any negotiated increases.
12. When new jobs are established, or where existing jobs are changed, such jobs shall be reviewed in accordance with the Maintenance Agreement and, once a job is evaluated, the job shall be paid at the highest existing interim rate of pay in the resulting pay band. Any further pay equity adjustments shall be applied until the target rate for the job is achieved.
13. The Joint Pay Equity Committee has determined that the following premiums are gender neutral and will continue to be applied:

Article 10.9 - First Aid (p. 25)

~~b) — An employee holding a valid first aid certificate and acting as a designated first aid attendant shall be paid an allowance of \$50.00 per month.~~

Addendum 1 - Page 3 - Term and Wage Schedule

5. A library employee will be paid as a Library Assistant II, if they work 50% or more of their time unsupervised. **(pg. 34)**
6. ~~Childcare workers who are assigned to students who are not toilet trained or assist with personal hygiene will receive an allowance of \$35.00 per month.~~
(pg. 34)

Addendum 2 - Page 1

1. **Service Bonus (pg. 35)**

~~That all employees be granted five dollars (\$5.00) or part thereof per month~~

~~increase after five years continuous service and that a further five dollars (\$5.00) per month be granted for such subsequent five (5) years of continuous service.~~

2. **Head Custodian and Head Custodian/ Lead Hand**

c) **Lead Hand Supervisory Allowance (pg. 35)**

~~i) A Lead Hand will be paid \$10.07 per month for part-time custodians supervised (other than the Lead Hand).~~

~~ii) A Lead Hand will be paid \$19.88 per month for each full-time custodian supervised (other than the Lead Hand).~~

d) During July and August, when the afternoon shift custodians work the same shift as a Head Custodian, the Lead Hand Supervisory Allowance will be paid to the Head Custodian. (This clause is applicable to PRSS, CHSS and King Edward Elementary Schools.) **(pg. 39)**

3. **Shift Differential (pg. 35)**

~~Afternoon Shift: \$0.68 per for each hour on the shift~~

~~Graveyard Shift: \$0.89 per hour for each hour on the shift~~

~~Midnight to 5:59 am: Instead of the shift differential specified above, employees will be paid a special differential of \$0.89 per hour for each hour worked between midnight and 5:59 a.m.~~

4. **Dirty Money (pg. 35)**

~~Dirty money at \$1.33 per hour will be paid to employees doing the following work:~~

~~a) Cleaning domestic hot water tanks~~

~~b) Re-bricking boilers~~

~~c) Cleaning fuel tanks~~

~~d) Spray painting~~

~~e) While exposed to raw sewage~~

~~f) Toxic chemicals~~

~~g) Head lice checks~~

~~5. Employees who are required to work at more than one location will be paid a mileage allowance for using their car as per Board regulation 6.6. **(pg. 36)**~~

14. The following premiums are affected by the Pay Equity process. The current wording will be put on hold.

Article 10.14-13 - Credits for Teacher Assistant II or Childcare Worker II Pay Category 2 (pg. 25)

Addendum 1 - Page 3 Term and Wage Schedules 1. and 4. (pg. 34)

15. Should pay equity funding be discontinued, the wording put on hold in sections 14 will come back into effect.

[Note: the above premiums should stay in effect until the pay equity adjusted rate is higher than the premium rate.]

16. The Pay Equity process has resulted in revised, and in some cases new, job

APPENDIX II

- descriptions. Employees hired before the signing of this agreement are subject to the training and experience requirements in the job description under which they were hired. This is not meant to restrict the Employers right to require additional job related training provided that employees are given reasonable opportunity to obtain such training in accordance with Article 10.1 of the Collective Agreement.
17. Upon agreement to this Implementation Agreement, the Joint Job Evaluation Committee (JJEC) shall distribute the results of the pay equity review to all affected employees.
 18. Requests for Reconsideration must be submitted within (14) CALENDAR days of receipt of the "Advice of Rating Form," and shall be processed by the JJEC. Either the incumbents(s) or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form (Appendix B), stating the reason(s) for disagreeing with the job description and / or the rating of the job. Any such request shall be submitted within (14) CALENDAR days of receipt of the Advice of Rating Form (Appendix A). Both the incumbents(s) and the supervisor may be permitted to make a presentation to the Committee. The JJEC shall consider the request and make a decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (Appendix C).
- Any disputes shall be processed in accordance with Article 7 of the Terms of Reference:
- 7.1 The parties may consider alternatives in dispute resolution to arbitration. In the event the JJEC 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 Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a If, after meeting with the two (2) advisors appointed pursuant to Article 3.0, the 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) days.
 - 7.2 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.
 - 7.3 The arbitrator shall decide the matter upon which the JJEC has been unable to agree and the arbitrator's decision shall be final and binding on the JJEC, the Employer, the Union, and all affected employees. The arbitrator shall be bound by this Maintenance Agreement 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.
 - 7.4 The Employer and 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.
 - 7.5 The arbitrator's fees and expenses shall be borne equally between the parties.
19. Once the Pay Equity review is completed, pay equity shall be maintained through use of the gender

APPENDIX II

neutral Job Evaluation Plan in accordance with the Maintenance Agreement (Appendix 7). The current wording of Article 6.2 shall be put on hold and replaced with the following (the changes are italicized):

Article 6 Sec. 2 Classification Changes & New Positions

When duties in any classification are substantially changed, or when a new position is created the District shall notify the Union prior to the time the new positions are posted or changed. The rate of pay shall be determined through the application of the gender neutral Job Evaluation Plan in accordance with the Maintenance Agreement. If the Joint Job Evaluation Committee is unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be subject to the Maintenance Agreement. Should pay equity funding be discontinued, the wording put on hold will come back into effect.

- 20. The JJEC shall prepare a Job Evaluation Manual. The Manual shall include the Maintenance Agreement, which sets out the process for the evaluation of new or changed jobs and includes the forms used in the process; the Job Evaluation Plan, including the factor weights and degree progressions; the Job Analysis Questionnaire; up to date job descriptions and rating rationales; the pay equity spreadsheets showing the rating, target rate and costing information (Appendices 2, 3 and 6 referenced above); and any other documents required for an understanding of the Plan and the work of the JJEC.
- 21. Any jobs which were significantly changed after June 15, 2001, or jobs that were newly established after June 15, 2001, will be reviewed by the JJEC only after all reconsiderations are completed. Any changes to the evaluation resulting from the review of changed jobs will be effective when the changed job duties were implemented, if that date can be established, or in any case no later than the request for review. The results of reviews of newly established jobs will be effective on the date the job was first filled.
- 22. The Psychometrician and the Speech & Hearing Therapists are female dominated classes paid on the Teacher's wage schedule and were not evaluated as part of this review.
- 23. The time limits contained in this agreement may be extended by mutual agreement of the parties.

**SIGNED ON BEHALF OF
SCHOOL DISTRICT 52**

**SIGNED ON BEHALF OF
IUOE, LOCAL 882-B**

(Cam McIntyre)

(Adrian David)

Date: October 24, 2019

PAY EQUITY MAINTENANCE AGREEMENT

BETWEEN:

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882-B

ARTICLE 1- THE JOINT JOB EVALUATION COMMITTEE (JJEC)

- 1.1. The JJEC shall consist of two (2) representatives from the Employer and two (2) representatives from the local Union.
- 1.2. The Employer and the Union shall each designate one (1) of its representatives to act as co-chairperson.
- 1.3. Each party may appoint one (1) alternate representative to serve as replacement for absent members or to assist the Committee in its work, from time to time.
- 1.4. A Union and Management representative shall act as a recorder on an alternating basis for each JJEC meeting.
- 1.5. IUOE, Local 882-B Committee members shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee during their regular work hours. 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.
- 1.6. In accordance with the Terms of Reference Article 3.5, the Union agrees to reimburse the wage and benefit costs of Union members attending Joint Job Evaluation Committee meetings regarding the maintenance of pay equity.
- 1.7. The Union and Board recognizes that conflicts of interest may arise. In cases of potential conflict of interest, the definitions of the School Act will be used. Union and Board members who are deemed to be in a conflict of interest will absent themselves from the meeting and not discuss the issue under discussion.
- 1.8. Routine administrative business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require the consensus of the full Committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 2. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 1.9. The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice and 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.
 - 1.9.1 In the event that the parties mutually determine that training is required for the JJEC, the parties agree to share the expenses of mutually agreed upon trainers.

ARTICLE 2 - MAINTAINING THE JOB EVALUATION PROGRAM

- 2.0 It is important to maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. Therefore, all job descriptions will be reviewed once every five years. The initial review shall commence twenty-four months following the finalization of all reconsiderations and problems that may arise with the implementation of this job evaluation program.
- 2.1 Any employee and/or supervisor, or the union, or the employer, who disagrees with the job description and/ or rating established for the job, may request reconsideration of the job description and/or rating by completing a Job Evaluation Reconsideration Form.
 - 2.1.0 Changes in job descriptions, duties and responsibilities must be assigned in writing by Employer/Designate.
 - 2.1.1 deleted
 - 2.1.2 Upon receipt of a completed Job Evaluation Reconsideration Form, the incumbent(s) and supervisor shall be requested to complete a Job Analysis Questionnaire (to be developed and attached as Appendix B). The completed questionnaire shall be submitted to the JJEC, along with a copy of the current job description. The questionnaire should detail any changes to the job resulting from new or changed circumstances of the job. Where further information is required, interviews may be held. Where the JJEC determines that the job has changed significantly from the existing job description the Committee shall request that the Employer update the job description as necessary;
 - 2.1.3 Where the job description has been updated, 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 (can be done by way of a form which if developed should be attached as Appendix C). The rating of the job shall determine the wage band for the job;
 - 2.1.4 If the job is rated at a wage band higher than the existing wage band, the incumbent(s) wage rate shall be adjusted retroactive to the date the Job Evaluation Reconsideration Form was submitted;
 - 2.1.5 If the job is rated at a wage band lower than the existing wage band, the incumbent(s) shall identified as Red-Circled and their wage rate shall remain at the current amount until passed by the wage band determined by the above process;
 - 2.1.6 No incumbent(s) wage rate will be reduced following the re-evaluation of their job and the assignment of a new wage band.
- 2.2 Whenever the Employer wishes to establish a new job, the following procedures shall apply:
 - 2.2.1 The Employer shall prepare a job description and assign a temporary wage band for the job;
 - 2.2.2 The job shall be posted and any person appointed to the job shall be paid according to the temporary wage band;
 - 2.2.3 After six (6) months from the appointment of an incumbent to the job, the

APPENDIX III

incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire (Appendix B) which shall be submitted to the JJEC. The Committee shall request that the Employer revise the job description as necessary. The JJEC will rate the job. Should the Employer not wish to revise the job description, the employee will be directed to adhere to the existing job description.

2.2.4

2.2.4.1 In the event of an increase in wage band after the six (6) month review, the incumbent(s) shall be paid at the higher wage band retroactive to the date of appointment to the position.

2.2.4.2 In the event that there is a decrease in the wage band after the six (6) month review, the incumbent(s) shall be paid at the lower wage band commencing with the first full pay period after the new wage band is agreed upon and there shall be no retroactive adjustment.

2.3 Either the incumbent(s) or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form (Appendix A), stating the reason(s) for disagreeing with the job description and/or the rating of the Job. Any such request shall be submitted within sixty (60) days of receipt of the Advice of Rating Form (Appendix C). Both the incumbent(s) and the supervisor may be permitted to make a presentation to the Committee. The JJEC shall consider the request and make a decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (to be developed and attached as Appendix D).

ARTICLE 3 - DISPUTE RESOLUTION

3.0 In the event the JJEC 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 Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.

3.1 If, after meeting with the two (2) advisors appointed pursuant to Article 3.0, the 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) days.

3.2 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.

3.3 The arbitrator shall decide the matter upon which the JJEC has been unable to agree and the arbitrator's decision shall be final and binding on the JJEC, the Employer, the Union, and all affected employees. The arbitrator shall be bound by this Maintenance Agreement 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.

3.4 The Employer and 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.

APPENDIX III

- 3.5 The Arbitrators fees and expenses shall be borne equally between the parties.
- 3.6 The time limits contained in this article may be extended by mutual agreement of the parties.

ARTICLE 4 - APPLYING THE RATING TO THE WAGE BANDS

- 4.1 The total point allocation shall be used to determine the salary range for the positions based on the agreed upon point bands.

**SIGNED ON BEHALF OF
SCHOOL DISTRICT 52**

**SIGNED ON BEHALF OF
IUOE, LOCAL 882-B**

(Cam McIntyre)

(Adrian David)

(Colleen Wiens)

Date: October 24, 2019

MEMORANDUM OF AGREEMENT

For the Canadian Joint Grievance Panel Inc.
Schedule 1 and Schedule 2

BETWEEN:

SCHOOL DISTRICT 52 – PRINCE RUPERT

(The Company")

- and –

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 882

(the Union)

WHEREAS the Company and the Union have agreed to a grievance procedure, as provided in Article 11 of the Collective Agreement, and;

WHEREAS the Company and the Union wish to institute an additional procedure for the resolution of grievances;

THEREFORE, the Company and the Union agree as follows:

1. Prior to proceeding to arbitration, the grieving party can request and if mutually agreed, that the grievance be referred to The Canadian Joint Grievance Panel Inc., established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to The Canadian Joint Grievance Panel Inc. within fourteen (14) days after the completion of Step 3 of the Grievance Procedure.
2. The Canadian Joint Grievance Panel Inc. shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, The Canadian Joint Grievance Panel Inc. shall be composed of two (2) persons, one (1) of whom shall be selected from the Company and one (1) from the Union. The Company shall not select a representative from the Company involved nor will the Union select a representative from the Local involved.
3. The Canadian Joint Grievance Panel Inc. shall meet to hear and determine the grievance and render a decision after hearing the matter brought before it.
4. The majority decision of The Canadian Joint Grievance Panel Inc. on the disposition of a grievance shall be final and binding upon the parties and shall have the same effect as a decision rendered by an Arbitrator. Decisions of The Canadian Joint Grievance Panel Inc. shall not be used as precedents.
5. If The Canadian Joint Grievance Panel Inc. is unable to reach a majority decision as outlined in Schedule 1 pursuant to paragraph (3) above, the grieving party may proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. or an Outside Board of Arbitration by informing the other party in writing within fourteen (14) days after The Canadian Joint Grievance Panel Inc. advises the parties that it is unable to reach a majority decision.

APPENDIX IV

6. Should the parties agree to proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. they may proceed as outlined in the Rules and Procedures of Schedule 2.
7. The Canadian Joint Grievance Panel Inc. shall be governed by the Rules of Procedure and the Conduct of Proceedings established for the Panel, with necessary modifications, as set out in Schedule 1 and Schedule 2, attached hereto.
8. The parties agree that this Memorandum of Agreement and the attached Schedule 1 and Schedule 2, do and will form part of the Collective Agreement between the parties and will continue to form part of the Collective Agreement through successive Agreements until mutually changed by the parties.

Dated at: Prince Rupert, BC, this 24th day of October, 2019.
(City)

For the Company

For the Union

(Cam McIntyre) _____

(Adrian David)

(Colleen Wiens)

MEMORANDUM OF AGREEMENT

“MOA”

Between

BOARD OF EDUCATION of SCHOOL DISTRICT NO. 52 (Prince Rupert)
“Employer”

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, Local (882B)
“Union”

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

Continuing Provisions of the Current Collective Agreement

Except as provided by this MoA, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2019 will be incorporated in their entirety into the revised collective agreement between the parties.

Effective Date

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

Changes to the Revised Collective Agreement

The July 1, 2014 – June 30, 2019 Collective Agreement will continue in force and effect until June 30, 2022 except as modified by the following:

[Appendix A](#) – 2019 Provincial Framework Agreement

[Appendix B](#) – Local Memorandum of Agreement between the Board of Education of School District *No. 52 (Prince Rupert)* and the International Union of Operating Engineers, Local 882B, dated *October 24, 2019* which sets out all other agreed changes to the Collective Agreement.

Ratification

This MoA is subject to ratification by the Board of Education of School District No. 52 (*Prince Rupert*), the British Columbia Public School Employers' Association, and the membership of International Union of Operating Engineers, Local 882B.

AGREED OCTOBER 24, 2019

Board of Education of School District No. 52
(Prince Rupert)

International Union of Operating Engineers
Local 882B

_____(Cam McIntyre)_____

_____(Adrian David)_____

_____(James Warburton)_____

_____(Colleen Wiens)_____

_____(Odessa Whettell)_____

_____(John Watson)_____

_____(Brittney Verissimo)_____

_____(Aaron Viktil)_____

_____(David Quane)_____

Appendix A

Provincial Framework Agreement (“Framework”)

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

1. Term

July 1, 2019 to June 30, 2022

2. Wages Increases

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

3. Local Bargaining

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

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

The \$7 million is an ongoing annual amount.

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

4. Benefits

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

Year	Amount
2019/2020	\$1,000,000

2020/2021	\$3,000,000
2021/2022	\$3,000,000

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

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

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

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

5. Safety in the Workplace

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

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

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

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

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

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

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

incurred for the union member.

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

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

6. Support Staff Education Committee (SSEC)

Structure:

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

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

Mandate:

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

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

Terms of Reference:

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

Funding:

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

7. Job Evaluation (JE) Committee

The Parties will continue and conclude the work of the provincial job evaluation steering committee (the JE Committee) during the term of this Framework Agreement. The objectives of

the JE Committee for phase two are as follows:

- Review the results of the phase one pilot and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Expand the pilot to an additional ten (10) districts including at least two (2) non-CUPE locals to confirm the validity of the tool and the benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

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

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

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

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

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

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

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

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

8. Provincial Labour Management Committee (PLMC)

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

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

The parties agree that the PLMC will consist of up to four (4) representatives appointed by

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

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

9. Committee Funding

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

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

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

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

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

11. Early Care and Learning Plan

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

12. Unpaid Work

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

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

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

14. Demographic, Classification and Wage Information

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

15. Public Education Benefits Trust

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

16. Employee Support Grant (ESG)

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

17. Adoption of Provincial Framework Agreement (PFA)

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

18. Funding

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

19. Provincial Bargaining

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

Dated this ___12th___ day of July, 2018.

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

K-12 Presidents' Council and Support Staff Unions

Warren Williams (Local 15 - Metro)
Tracey Mathieson
Rob Hewitt
Leslie Franklin (Local 703 - Fraser Valley)
Nicole Edmondson (Local 3500 - Okanagan)

BC Public School Employers' Association & Boards of Education

Leanne Bowes, BCPSEA
Renzo del Negro, BCPSEA
Tammy Sowinski, OLRC
Kyle Uno, SD36 Surrey
Robert Weston, SD40 New Westminster

Appendix V: Appendix A – 2019 Provincial Framework Agreement

Paul Simpson (Local 379 - Metro)
Marcey Campbell (Local 728 - Metro)
Sylvia Lindgren (Local 523 - Okanagan)
Rolanda Lavallee (Local 2145 – North)
Len Hanson. (Local 2298 – North)
Joanne (Jody) Welch. (Local 401- North Island)
Fred Schmidt (Local 382 - South Island)
Jane Massy (Local 947 - South Island)
Michelle Bennett (Local 748 – Kootenays)
Brent Boyd. (Local 407 - Metro)
Patti Price (Local 1091 – Metro)
Rod Isaac (Local 411 - Fraser Valley)
Marcel Marsolais (Local 409 – Metro)
Anne Purvis (Local 440 – Kootneys)
Rob Zver (Local 606- North Island)
Bruce Scott (WVMEA)
Tim DeVivo. (IUOE Local 963)
Corey Thomas
Loree Wilcox
Corinne Iwata (minute taker)

Jason Reid, SD63 Saanich
Marcy VanKoughnett, SD20 Kootenay-Columbia
Alan Chell, BCPSEA Board of Directors
Ken Dawson, PSEC
Elisha Tran (Minute Taker)

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

1. The ESG will be available provided that:
 - a. A board and local union have a collective agreement which has been ratified by both parties no later than November 30, 2019 and,
 - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
 - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
 - b. The residual 25% of the employees’ base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.
5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee’s behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee’s claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on _____ by:

BCPSEA
Leanne Bowes

K-12 Presidents’ Council
Warren Williams

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

Re: Public Sector General Wage Increases

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

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



Refusing unsafe work

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

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

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

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

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

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

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

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

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

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

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

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

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



Worker Rights and Responsibilities:

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

Your rights

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

Your responsibilities

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

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

Employer Responsibilities:

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

Your responsibilities

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

Supervisor Responsibilities:

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

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

Your responsibilities

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

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

Appendix B

Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2014 – June 30, 2019 local Collective Agreement between the Board of Education of School District No. 52 (Prince Rupert) and International Union of Operating Engineers Local 882B.

Each signed off item is attached for reference.

<u>Article</u>	<u>Section</u>	<u>Item</u>
3	1, 2(c)	Cross-reference to Article 5, Section 2
4	4	Add notice period for changes to school bell schedules
4	5	Update shift hours
5	2	Probationary period to ensure 30 days when school is in session
5	4	Two postings per week May 1 to June 15
5	7	Update seniority list requirements and process
8	1(b)	Specify sick leave earned over school year
8	1(h)	Repeat requirement for a duly qualified medical practitioner
8	10	Minimum half day Personal/Discretionary Leave
8	12	Remove article – Video Display Terminals
9	4	Increase district share of cost of dental plan effective July 1, 2020
10	2	Clarify cost share for safety footwear, address requirements at Labour Management Liaison meeting.
10	8	Increase payment of insurance deductible from \$200 to \$300 effective July 1, 2020
10	15	New Professional Development Fund effective July 1, 2020
14		Update term of agreement

Pay Scale Remove cross-reference line no longer needed

Appendices Agreed changes to Appendices 1 through 12, including renewed Housekeeping Committee

Agreed *October 24, 2019.*

Board of Education of School District No. 52
(Prince Rupert)

International Union of Operating
Engineers
Local 882B

_____(Cam McIntyre)_____

_____(Adrian David)_____

_____(James Warburton)_____

_____(Colleen Wiens)_____

_____(Odessa Whettell)_____

_____(John Watson)_____

_____(Brittney Verissimo)_____

_____(Aaron Viktil)_____

_____(David Quane)_____