

# MEMORANDUM OF AGREEMENT “MoA”

Between

BOARD OF EDUCATION of SCHOOL DISTRICT NO. 62 (Sooke)  
“Employer”

And

CANADIAN UNION OF PUBLIC EMPLOYEES, Local No. 459  
“Union”

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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(PFA)

[Appendix B](#) – Local Memorandum of Agreement between the Board of Education of School District No. 62 (Sooke) and the Canadian Union of Public Employees Local No. 459, dated **November 8, 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. 62 (*Sooke*), the British Columbia Public School Employers' Association, and the membership of CUPE Local No. 459.

AGREED *November 8, 2019*

CUPE Local 459

Board of Education of School District No. 62  
(*Sooke*)

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## 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      |
|------------------|-------------|
| <b>2019/2020</b> | \$0         |
| <b>2020/2021</b> | \$7,000,000 |
| <b>2021/2022</b> | \$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 Public Employee Benefit Trust (PEBT) and utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost consideration, and relapse response.

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

#### 5. Safety in the Workplace

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

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

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

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

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

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

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

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

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

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

### Structure:

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

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

Mandate:

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

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

Terms of Reference:

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

Funding:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **9. Committee Funding**

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

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

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

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



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

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

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

### **12. Unpaid Work**

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

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

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

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

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

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

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

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

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

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

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

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

### **18. Funding**

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

### **19. Provincial Bargaining**

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

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

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

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

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

Warren Williams (Local 15 - Metro)

Leanne Bowes, BCPSEA

Tracey Mathieson

Renzo del Negro, BCPSEA

Rob Hewitt

Tammy Sowinski, OLRC

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|---|--|
| Leslie Franklin (Local 703 - Fraser Valley)     | Kyle Uno, SD36 Surrey                      |
| Nicole Edmondson (Local 3500 - Okanagan)        | Robert Weston, SD40 New Westminster        |
| Paul Simpson (Local 379 - Metro)                | Jason Reid, SD63 Saanich                   |
| Marcey Campbell ( Local 728 - Metro)            | Marcy VanKoughnett, SD20 Kootenay-Columbia |
| Sylvia Lindgren (Local 523 - Okanagan)          | Alan Chell, BCPSEA Board of Directors      |
| Rolanda Lavallee ( Local 2145 – North)          | Ken Dawson, PSEC                           |
| Len Hanson. (Local 2298 – North)                | Elisha Tran (Minute Taker)                 |
| Joanne (Jody) Welch. ( Local 401- North Island) |  |
| Fred Schmidt (Local 382 - South Island)         |  |
| Jane Massy (Local 947 - South Island)           |  |
| Michelle Bennett ( Local 748 – Kootenays)       |  |
| Brent Boyd. (Local 407 - Metro)                 |  |
| Patti Price (Local 1091 – Metro)                |  |
| Rod Isaac (Local 411 - Fraser Valley)           |  |
| Marcel Marsolais ( Local 409 – Metro)           |  |
| Anne Purvis (Local 440 – Kootneys)              |  |
| Rob Zver ( Local 606- North Island)             |  |
| Bruce Scott ( WVMEA)                            |  |
| Tim DeVivo. ( IUOE Local 963)                   |  |
| Corey Thomas                                    |  |
| Loree Wilcox                                    |  |
| Corinne Iwata (minute taker)                    |  |

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

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

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

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

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

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

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

**Re: Public Sector General Wage Increases**

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

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



## Refusing unsafe work

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

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

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

### Steps to follow when work might be unsafe:

#### 1. Report the unsafe condition or procedure

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

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

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

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

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

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

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

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



## Worker Rights and Responsibilities:

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

### Your rights

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

### Your responsibilities

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

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



## Employer Responsibilities:

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

### Your responsibilities

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

## Supervisor Responsibilities:

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

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

### Your responsibilities

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

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

## Appendix 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. 62 (Sooke) and CUPE Local No. 459.

Each signed off item is attached for reference.

**NOTE:** All changes to the collective agreement are shown in **bold**. Any language removed from the collective agreement is shown as ~~struck through~~.

The following clauses/articles have been reviewed by both parties and are agreed to. Once the collective agreement has been finalized, these clauses/articles will form part of the new collective agreement.

1. Change all pronouns in the Collective Agreement to be gender neutral. For illustration purposes we provide an example of the changes applied to Article 12.03 – Permission to Leave Work below.

### **12.03 Permission to Leave Work**

- a) The Board agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed full-time by the Board and ~~he/she~~ **they** will not leave ~~his/her~~ **their** work during working hours EXCEPT to perform ~~his/her~~ **their** duties under this Agreement. Therefore, no steward shall leave ~~his/her~~ **their** work without obtaining the permission of ~~his/her~~ **their** supervisor, which reply shall be given within an hour.
2. Change headers to move historical reference to bottom of Letters of Understanding. For example, Letter of Understanding #3 ~~(1999-2003 #4)~~ would become **Letter of Understanding #3**. The same formatting change will be applied to all Letters of Understanding to ensure consistent formatting.
  3. Addition of language to Article 23.06 in order to provide Employer with advance notice of leaves taken under this provision. Language changes are outlined below:

### **23.06 Medical and Dental Appointments**

Deductions shall be made from an employee's sick leave credits for medical and dental appointments in the manner set out in Article 23.04. **At least one week advance notice shall be provided to the Employer for non-emergency medical and dental appointments.**

4. The parties have agreed to add **new** language acknowledging the parties' mutual interests in working together to support employees/members experiencing domestic violence. Language changes are outlined below:

### **29.02 Domestic Violence**

**The parties acknowledge that when domestic violence occurs, it is a significant social problem that can affect the health and well-being of employees and their families.**

**When employees experience violence or abuse in their personal lives, it may affect their attendance or performance at work.**

**On a case-by-case basis, the parties agree to work collaboratively to support victims of domestic violence while maintaining confidentiality.**

5. The parties agreed to update, clarify, ensure consistency and to specify the definition of an "immediate family member" within the Collective Agreement and specifically related to Article 23.05 and 24.06. The definition is aligned with the current definition of the same within the *Employment Standards Act*. The parties agreed to add language referencing Compassionate Care Leave Benefits as well. Language changes are outlined below:

### **23.05 Family Illness**

- a) In the case of illness of **an immediate family member, as defined in Article 24.06**, ~~a spouse or dependent children~~ of a regular employee when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying their ~~his/her~~ supervisor, to use a maximum of five (5) days sick leave credits annually.
- b) In the event of a prolonged illness, if an employee has used the maximum days available, ~~he/she~~ **they** shall be entitled to utilize unused vacation credits for such purpose anytime during the vacation year. ~~to cover absences of one-half day or more.~~
- c) **Employees may elect to apply for Compassionate Care Leave Benefits through Employment and Social Development Canada (Service Canada), should they require additional leave for this purpose.**

6. Similar to Item #5 above, the parties have agreed to add reference and incorporate the Employment Standards Act Section 52.1 definition of immediate family and compassionate care leave, related to Article 24.06. Further, the parties agreed to add the specific definition of “immediate family” to this Article and ensure consistency through the Collective Agreement. The parties also agreed to amend the Article name to include reference to “Bereavement”. Language changes are outlined below:

#### **24.06 Compassionate or Bereavement Leave**

- a) Regular employees shall be granted leave with pay in the event of a death or serious illness in the immediate family, **as defined by the *Employment Standards Act, Section 52.1, as amended.*** Such leave shall not exceed five (5) days leave with pay. ~~“Immediate family” may include a marital, foster or other non-blood relationship whether or not of a formal or legal nature.~~
- b) ~~Immediate family shall be defined as mother, father, husband, wife, common-law spouse, daughter, son, foster child, grandchild, brother, sister, mother-in-law, father-in-law, grandmother and grandfather.~~
- b) **“Immediate Family” shall be defined as spouse, child, parent (including in-laws), guardian, sibling, grandchild, grandparent or any person who lives with an employee as a member of the employee’s family.**

7. The parties agreed to amend Article 24.07 Funeral Leave, to extend the maximum paid leave period from one-half day (1/2) to a one (1.0) full day’s leave. We connected this article to Article 24.06 which now incorporates leaves related to a death in the family. Language changes are outlined below:

#### **24.07 Funeral Leave**

A regular employee who is required to attend a funeral as a pallbearer shall be granted ~~one-half (1/2)~~ **one (1)** day leave with pay for a maximum of two leaves annually for this purpose. Any additional leave shall be granted without pay. A regular employee who wishes to attend a funeral as a mourner ~~may, depending upon all other circumstances, be granted one-half (1/2) day leave with pay.~~ **shall access leave under Article 24.06 Compassionate Care or Bereavement Leave.**

8. The parties agreed to amend Article 22.03 to address an issue that arises, particularly for new regular 10 month employees, where in their first year of

employment, then may end up in a vacation deficit situation at the end of June. Language changes are outlined below:

**22.03 Pay During Christmas and Spring Break**

Regular employees who are not required to work the days when schools are closed in the Christmas and Spring Breaks shall receive their normal salary during these breaks. Any salary paid for days not worked during these breaks shall be charged to vacation entitlement. Employees shall be notified of this provision when they are originally hired, as well as prior to any pay period in which they may expect to receive less than normal salary as a result of the implementation of this article.

**New regular employees hired on or after November 15<sup>th</sup>, will not receive their normal salary during Spring Break for the week where the leave is charged to vacation entitlement, during their first year of employment. The purpose of this provision is to avoid overtaken vacation, resulting in potential claw back of wages at year-end, in accordance with Article 22.03.**

9. The parties agreed to introduce new language to the Collective Agreement to address scenarios where an Education Assistant applies on a role in a different school part way through the school year. The purpose is to avoid negative outcomes for students. Language changes are outlined below:

**16.03 Transfers and Promotions**

....

**f) Education Assistant Transfers During School Year**

**Transfers of Education Assistants between schools (positions), may be deferred to a mutually agreeable (between management and CUPE) effective date, generally occurring at a natural break in the school year or at the start of the next school year. The purpose of this provision is to mitigate negative impact / outcomes related to student learning and experience.**

**For the duration of the deferral, the employee shall benefit from the superior terms and conditions of employment, of either the new position or their current position, where applicable.**

10. The parties agreed to renew, delete or amend the Local Letters of Understanding as per below:

CUPE 459 and School District 62 Agreed to Items May 22, 2019

**LETTERS OF UNDERSTANDING**

|         |  |  |
|---------|--|--|
| LOU 1   | Re: Loss of Seniority or Continuous Service Record   | -Renew   |
| LOU 2   | Re: Facilities Advisory Committee  | -Renew   |
| LOU 3   | Re: Special Needs Education Assistant Appointment  | -Renew   |
| LOU 4   | Re: District Policy #E112 - Supervision of Students  | -Renew   |
| LOU 6   | Re: Clause 23.07(a)  | -Roll into CA  |
| LOU 7   | Re: Payroll Supervisor, Strong Start Coordinator and Wraparound Coordinator                              | -Renew and Amend   |
| LOU 8   | Re: After School Care Program  | -Renew and Amend   |
| LOU 9   | Re: Professional Development   | -Roll into Article 38 Professional Development and Amend |
| LOU 10  | Re: Nature Kindergarten — Early Childhood Educator (ECE)   | -Amend   |
| LOU 11  | Re: Agreed Understanding of the Term Education Assistant   | -Renew   |
| LOU 12  | Re: Committee to Amend Grievance Procedure   | -Renew   |
| LOU 13  | Re: Article 22.07 — Form   | -Delete  |
| LOU 14  | Re: Spring Closure Week 2015   | -Delete  |
| LOU 15  | Re: Article 15.03 (b) Loss of Seniority or Continuous Service Record Resignation                         | -Renew   |
| LOU 16  | Re: Spring Closure Week 2016   | -Delete  |
| LOU 17  | Re: Definitive Master of this Collective Agreement   | -Renew   |
| LOU 18  | Re: Compressed work Week Transportation Department (Mechanic's) Article 18.03 Exceptions to Normal Hours | -Renew   |
| LOU XX  | Re: Amended Grievance Procedure – Article 12.05  | -Roll into Article 12 Grievance Procedure                |
| LOU XX  | Re: Revision to Article 18.09 "Time Allowances – Custodial (User Group Permits)"                         | -Roll into CA and replace Article 18.09                  |
| LOU XX  | Re: Article 31.01 Contracting Out (Transportation Services)  | -Renew   |
| LOU XX: | Re: Spring Closure Week (the 3 years) 2016-2017, 2017-2018, 2018-2019                                    | -Renew   |
| LOU XX: | Re: Spring Closure Week (the 3 years) 2019-2020, 2020-2021, 2021-2022                                    | -Renew   |

May 22nd/19



- In addition to the above, the parties agreed to carry-forward Letter of Understanding #5 – AVID Tutor Program.

11. The parties agreed to eliminate **Article 22.02 b) Length of Vacation** effective December 31, 2019. The eradication of this clause shall take effect December 31, 2019 and the final payment under this Article, for those eligible employees, shall be payable no later than the 2<sup>nd</sup> pay period in 2020.

Eliminated Effective December 31, 2019:

**ARTICLE 22: ——— VACATIONS**

**22.02 b) Length of Vacation**

- ~~1. Notwithstanding the foregoing, no employee shall receive less than six per centum (6%), eight per centum (8%), ten per centum (10%), twelve per centum (12%), or fourteen per centum (14%) of his/her earnings in respect to years of service per Article 22.02 (a).~~
- ~~2. Adjustment payments necessary due to Article 22,02 (b) (1) shall be issued at the end of the vacation year.~~
- ~~3. Earnings will include all gross pay except boot, meal, bathing suit and mileage allowances.~~

12. The parties have agreed to amend the vacation allotment to provide for a new tier for those employees with 30 or more years of continuous service as follows, effective January 1, 2020.

**22.02 Length of Vacation**

- a) Annual vacations shall be granted as follows:
  1. Employees with one (1) or more years of continuous service:  
  
Three (3) calendar weeks of vacation with pay at the employee's current posted rate.
  2. Employees with seven (7) or more years of continuous service:  
  
Four (4) calendar weeks of vacation with pay at the employee's current posted rate.
  3. Employees with twelve (12) or more years of continuous service:  
  
Five (5) calendar weeks of vacation with pay at the employee's current posted rate.
  4. Employees with nineteen (19) or more years of continuous service:

Six (6) calendar weeks of vacation with pay at the employee's current posted rate.

5. Employees with twenty-five (25) or more years of continuous service:

Seven (7) calendar weeks of vacation with pay at the employee's current posted rate.

**Employees with thirty (30) or more years of continuous service:**

**Eight (8) calendar weeks of vacation with pay at the employee's current posted rate.**

7. Vacation increments shall be granted at the start of the calendar year in which the employee's anniversary occurs.
8. Anyone commencing or terminating employment with the Board during the vacation year shall be entitled to proportional vacations for that year.
8. Vacations may be taken during the year in which they are being earned, provided that employees who leave the Board's service after taking their vacation and before completing the vacation year shall have the value of any unearned vacation recovered from their termination pay.
9. Vacation shall be advanced in hours each January for all regular employees except those employees defined in Article 22.04; their vacation shall be granted each pay period.
10. Regular school term, regular seasonal and regular part time employees shall earn vacation proportionate to the number of hours they are paid in their posted position.

Note: Formatting and numbering of the above Article will be cleaned up when updating the Collective Agreement, subject to ratification by parties.



13. The parties have agreed to increase the time available for bus drivers for cleaning their buses on a weekly basis, effective July 1, 2020.

**16.13 Bus Wash Goes with Route**

Unless added premiums are required, all bus wash hours of a vehicle allotted to a route shall be completed weekly by the operator who is currently posted to that route. Bus wash shall be a minimum of ~~one and a half (1.5)~~ **two (2)** hours a week **effective July 1, 2020**.

14. The parties have agreed to amend the language of Article 15.02 to include a new clause regarding extension of probationary period.

**15.02 Probationary Period**

Newly hired “regular” employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring and during which time they are not eligible to apply on any temporary posted positions. During the probationary period, probationary employees shall be entitled to all rights and privileges of this Agreement and the grievance procedure may be implemented. The employment of such probationary employees may be terminated, if determined unsuitable as a regular employee by the Board as defined in Article 1.02.

**By mutual agreement between the employer and the Union, the probationary period may be extended up to six (6) months.**

**24.04 Special Leave With Pay**

- a) Regular employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

| Reason:   | Leave of Absence:  |
|---|--|
| <b>Self-Directed Professional Development Day</b>       | <b>1 working day each year, after completing one year of service, effective July 1, 2020</b> |
| Employee's marriage                                     | 3 working days   |
| Marriage of employee's parent, child, brother or sister | The day of the wedding   |
| Adoption of employee's child                            | 3 working days   |
| Moving employee's household                             | Maximum of 1 working day (day of move) per calendar year                                     |
| Serious household emergency                             | 1 working day  |

|  |  |
|--|--|
| Formal hearing to become a Canadian citizen  | 1 working day  |
| Employee, employee's spouse and/or <b>dependent's</b> secondary or university, college or technical institute graduation | 1 working day — day of graduation ceremony                     |
| Education examination in line with work  | Time required for examination up to a maximum of 1 working day |
| Paternity  | 3 Working days   |

15. The parties have agreed to amend the language of Article 33.01 as follows.

**25.16 Premiums**

Premiums to be increased by the percentage increase to basic rates for the following articles 20.01, 20.02, 25.06, 25.07(a), 25.07(b), 25.07(d), 25.07(e), 25.10, 25.11, 25.12, 25.13, 25.14, 25.15, 25.17, 25.18, 25.21, (Foreman Premium), 25.22, and **25.25 (Lead Hand Premium)**.

**25.06 Dirty Work Premium**

A premium of ~~eighty-four cents (\$0.84)~~ **one dollar (\$1.00) per hour effective January 1, 2020** additional compensation shall be paid to employees when spraying paint, punching boiler tubes, relining furnaces, or refinishing wooden gym floors. Upon instruction from the Board or its designated official, an employee performing other duties considered as “Dirty Work” shall be paid the same premium. This premium shall be increased by the percentage increase in the basic payroll rounded to the nearest cent.

**25.07 Supervision Allowance**

a) All Employees Except Tradesperson

General Supervision:

All employees who supervise shall be paid at a rate of ~~twenty-three cents (\$0.23)~~ **thirty cents (\$0.30) per hour effective January 1, 2020, thirty-five cents (\$0.35) per hour effective January 1, 2021 and forty cents (\$0.40) per hour effective January 1, 2022**, per employee. This rate shall become part of their regular hourly rate.

e) Foreman’s Wage Determination

An employee designated in the position of foreman shall receive an

additional premium of ~~three dollars and sixteen cents (\$3.16)~~, **three dollars and fifty-five cents (\$3.55) effective January 1, 2020** in addition to the regular hourly salary in lieu of supervision.

### **25.10 Occupational First Aid Attendants**

Where Workers' Compensation Board regulations require a holder of a valid Occupational First Aid certificate on site on a regular basis, that person shall receive a premium of ~~sixty-six cents (\$0.66)~~ **eighty-five cents (\$.85) per hour for an Occupational First Aid Level II** and ~~eighty-four cents (\$0.84)~~ **one dollar and four cents (\$1.04) per hour for an Occupational First Aid Level III effective July 1, 2020.**

### **25.18 Designated Special Needs Buses**

School Bus Operators having taken and successfully completed an approved Special Needs Management Course shall receive a premium of ~~fifty-eight cents (\$0.58)~~ **sixty-three cents (\$0.63) per hour** when operating a designated special needs bus transporting special needs students to and from school **effective July 1, 2020**. This will only be paid for road time.

This premium will not be paid when an Education Assistant is on board.

### **25.25 Lead Hand Premium**

~~Note: This premium is not subject to be increased by percentage increase to the basic rate during the interim of this Collective Agreement.~~

### **33.01 Wet Weather Clothing**

The Board will issue for use (but to remain the property of the Board) gumboots, rubber clothing and overalls as deemed sufficient by the Board or its designated official **for employees who are required to work outside.**

16. The parties have agreed to amend the language of Article 33.07, to take effect January 2020, as follows.

### **33.07 Safety Footwear**

~~Any employee working in a position for thirty (30) working days requiring safety footwear will be entitled to a reimbursement up to three hundred dollars (\$300.00) per employee every three years as a contribution toward the purchase of mutually approved safety footwear. Employees will be~~

~~required to provide the Board with a receipt in order to receive reimbursement.~~

**Any regular employee working in a position for thirty (30) working days requiring safety footwear shall be entitled to a tax-free payment, through payroll, of one hundred and fifty dollars (\$150.00), payable in January of each year. The purpose for the Employer making this payment is to offset the out of pocket costs of eligible employees purchasing WorksafeBC approved safety footwear.**

**Temporary employees who are entitled to the benefits under Article 32.02 are eligible for this allowance as well.**

## **ARTICLE 38: PROFESSIONAL DEVELOPMENT**

### **38.01 Professional Development Days**

- a) All employees shall be entitled to take part in two (2) district supplied professional development days per school year.
- b) After completing one year of service, all employees shall be entitled to one (1) self-directed professional development day per Article 24.04.**

#### **c) Professional Learning Fund**

**The employer and the Union agree that professional learning is beneficial to both parties and should be encouraged. Professional learning supports the development of professional competence and enhances the ability of employees to provide high quality service in the district.**

**The employer and the Union agree that, commencing July 1, 2021, any surplus below one hundred fourteen thousand and eight hundred and thirteen dollars and eighty-three cents (\$114,813.83) from the Self-Directed Professional Development Day shall be put into a Professional Learning Fund.**

**The Fund will be used to provide funding for any associated costs of the Self-Directed Professional Development Day.**

**The Professional Development Committee, currently one representative from CUPE and one representative from Management, shall be responsible for administering the funds. Any unused funds will be carried over into the following year.**