

**EMPLOYER OFFER
SEPTEMBER 3, 2019**

“Memorandum”

Between

**BOARD OF EDUCATION for SCHOOL DISTRICT 34
Abbotsford School District
“Employer”**

And

**TEAMSTERS LOCAL 31
“Union”**

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 for School District 34 Abbotsford School District and Teamsters Local 31 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. 34 Abbotsford School District, the British Columbia Public School Employers' Association, and the membership of Teamsters Local 31.

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
- 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.~~

- ~~e. 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**

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

Warren Williams (Local 15 - Metro)	Leanne Bowes, BCPSEA
Tracey Mathieson	Renzo del Negro, BCPSEA
Rob Hewitt	Tammy Sowinski, OLRC
Leslie Franklin (Local 703 - Fraser Valley)	Kyle Uno, SD36 Surrey
Nicole Edmondson (Local 3500 - Okanagan)	Robert Weston, SD40 New Westminster
Paul Simpson (Local 379 - Metro)	Jason Reid, SD63 Saanich
Marcey Campbell (Local 728 - Metro)	Marcy VanKoughnett, SD20 Kootenay-Columbia
Sylvia Lindgren (Local 523 - Okanagan)	Alan Chell, BCPSEA Board of Directors
Rolanda Lavallee (Local 2145 – North)	Ken Dawson, PSEC
Len Hanson. (Local 2298 – North)	Elisha Tran (Minute Taker)
Joanne (Jody) Welch. (Local 401- North Island)	
Fred Schmidt (Local 382 - South Island)	
Jane Massy (Local 947 - South Island)	
Michelle Bennett (Local 748 – Kootenays)	
Brent Boyd. (Local 407 - Metro)	
Patti Price (Local 1091 – Metro)	
Rod Isaac (Local 411 - Fraser Valley)	
Marcel Marsolais (Local 409 – Metro)	
Anne Purvis (Local 440 – Kootneys)	
Rob Zver (Local 606- North Island)	
Bruce Scott (WVMEA)	
Tim DeVivo. (IUOE Local 963)	
Corey Thomas	
Loree Wilcox	
Corinne Iwata (minute taker)	

Appendix A continued

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

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

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

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

- b. The residual 25% of the employees' base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
- 4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.
- 5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
- 6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on _____ by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Warren Williams

Appendix A continued

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
Between the
Board of Education for School District 34
Abbotsford School District
and
Teamsters Local 31**

Each signed off item and proposal is attached for reference.

Articles signed off by Bargaining Committees (Agreed to)

<u>Article</u>	<u>Item</u>
<u>Article 1:4.1.2</u>	Definitions
<u>Article 3:4.6</u>	Assignments – Temporary Vacancies
<u>Article 3:6.1</u>	Postings – Information
<u>Article 6:2.1</u>	Trial Period
<u>Article 6:2.2</u>	Trial Period
<u>Article 9:5</u>	School Term
<u>Article 11:1.3</u>	Layoff and Recall Procedure
<u>Article 12:6.1</u>	On-call Premium
<u>Article 12:6.2</u>	On-call Premium
<u>Article 12:6.4</u>	On-call Premium
<u>Article 12:6.2.6</u>	On-call Premium
<u>Article 13:2.3.1</u>	Overtime
<u>Article 16:3</u>	Pregnancy Leave
<u>Article 16:8.1</u>	Assignment
<u>Article 16:11.6</u>	Jury Duty
<u>Article 16:18.1</u>	Early Retirement Incentive Plan
<u>Article 17:1.4.2</u>	Teamsters' National Pension Plan
<u>Article 18:9.4.2</u>	Occupational Health and Safety
<u>Article 20:2</u>	Equalization
<u>LOU</u>	Emergency Services
<u>LOU</u>	Hiring Individuals with Special Needs
<u>LOU</u>	Instructional Support Staff Pilot Posting Process
<u>LOU</u>	Job Descriptions
<u>LOU</u>	Strongstart Facilitators
<u>LOU</u>	Temporary General Maintenance Position for Grass Cutting
<u>LOU</u>	“Trainee” Employees
<u>Renewal of Letters of Understanding</u>	

Delete the following:

LOU

MOU

MOA

MOA

Agreed Understanding of the Term Education Assistant
Benefit Review Process
For 2012 – 2014
For 2014 - 2019

Employer Proposals (Not Yet Agreed To)

Provincial Framework Agreement (see Appendix A)

Article 13:4.2.5

Leadhand

Article 13:4.2.5.1

Leadhand

Article 13:4.3.1 and Schedule A.7

First Aid

Article 16:15.2

Leave for Personal Business

Article 16:16.1.1

Augmentation of Personal Business Leave

Article 16:16.1.2

Augmentation of Personal Business Leave

Article 16:16.1.3

Augmentation of Personal Business Leave

Article 17:1.4.3 and Schedule A.7

Teamsters' National Benefit Plan

Article 17:2.5.1

Teamsters' National Benefit Plan

Article 17:4.1.1

Sick Leave

Schedule A.7

Leadhand Special Allowance

LOU

Service Improvement Fund

New Article

Classification Reviews

Delete the following:

LOU

Article 3:3.4

Job Content Review (JCR) Maintenance Agreement
Postings – Permanent Vacancies (and renumber
subsequent Articles)

✓
April 12, 2019

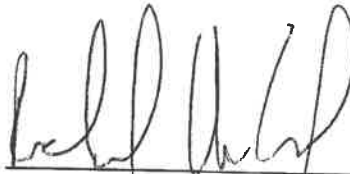
Article 1 DEFINITIONS

Add New Article 1:4.1.2

Article 1:4.1.2 "UFN (Until Further Notice)" shall mean an employee in a temporary assignment which is not required to be posted under the Collective Agreement in accordance with Article 3:4, Article 3:5 and the Letter of Understanding Instructional Support Staff Posting Process.



Abbotsford School District (No. 34)



Teamsters Local Union No. 31

✓
March 6, 2019

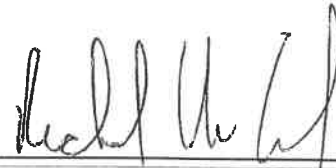
Article 3:4 ASSIGNMENTS – TEMPORARY VACANCIES

Replace with:

Article 3:4.6 Under no circumstances will a "temporary vacancy" last more than **eighteen (18)** calendar months from the date the position was actually vacated. **Seven (7)** calendar days prior to the position being temporarily vacant for **eighteen (18)** calendar months, the Board shall post the position in accordance with Article 3:3 herein.



Abbotsford School District (No. 34)



Teamsters Local Union No. 31

✓
March 14, 2018

3:6 POSTINGS – INFORMATION

Replace Article 3:6.1 with the following:

3:6.1 Every posting shall include the following information:

- 1) Classification/level (if applicable)
- 2) Rate of pay
- 3) FTE
- 4) Location(s) if applicable
- 5) General Description/Duties
- 6) Job Description
- 7) Qualifications per Job Description
- 8) Existing area (Custodians only) – Square Footage Range
- 9) Expected start date
- 10) Permanent or Temporary
- 11) Posting Open and Closing Date for applications
- 12) Shift information including start time and end time, and whether straight or split (if applicable)
- 13) Posting Identification Number
- 14) 10-month or 12-month position

Abbotsford School District (No. 34)

Teamsters Local Union No. 31

March 5, 2019

Article 6:2 TRIAL PERIOD

Article 6:2.1

Add New

The Board may extend the Trial Period by a maximum of 120 working hours with written agreement between the Union and the Board.

Article 6:2.2

Renumber existing Article 6:2.1 to 6:2.2 and change as follows:

If the Board determines the employee cannot satisfactorily complete all the requirements of the classification during the Trial Period or the extended Trial Period, if applicable, then the employee will be returned to his/her previous position. The Board shall verbally advise the employee of his/her inability to meet the requirements of the classification, any time prior to the completion of the "trial period", and provide written reasons to the employee within twenty-one (21) calendar days.

Renumber existing Article 6:2.2 to 6:2.3

Abbotsford School District (No. 34)

Teamsters Local Union No. 31

✓
February 25, 2019

Article 9 SCHOOL TERM

Article 9:5

School-term employees classified as Instructional Support, Food Service Worker and Kitchen Assistant are excluded from the opportunity to work during recognized Christmas, Spring and Summer breaks with their work requirements recognized as being aligned to students being in school. Professional Development and Administrative days will be recognized as having students in school. Layoff notice as outlined under Article 11 is not required. School-term clerical employees shall not require layoff notice for the summer break as outlined under Article 11.

Abbotsford School District (No. 34)

Teamsters Local Union No. 31

✓

February 25, 2019

Article 11 LAYOFF AND RECALL PROCEDURE

Article 11:1.3

Each category of employee listed in 11:1.2 has a different procedure, as follows: (Refer also to LOU Classifications and Levels of Classifications).

A handwritten signature in cursive script, appearing to read "Alan [unclear]", written over a horizontal line.

Abbotsford School District (No. 34)

A handwritten signature in cursive script, appearing to read "Robert [unclear]", written over a horizontal line.

Teamsters Local Union No. 31

✓
March 5, 2019

Article 12 ON-CALL PREMIUM

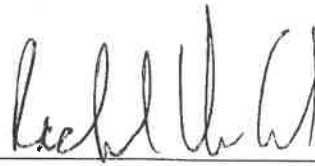
Replace 12:6.1 with the following:

Article 12:6.1

For the purposes of this Article, employees in Maintenance (Schedule "A.1") shall mean all classifications except for Coordinator – Network Systems Support, Technical Support – IT Field Technologist, and Technical Support - Helpdesk.



Abbotsford School District (No. 34)



Teamsters Local Union No. 31

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February 25, 2019

Article 12 ON-CALL PREMIUM

Article 12:6.2

Employees classified as Maintenance (Schedule A.1) shall notify the Director of Facilities and Transportation or designate in writing or email by December 1st of each year that they wish to be designated as "on-call" for the next calendar year (January 1 through December 31).

A handwritten signature in cursive script, appearing to read "Alan White", written over a horizontal line.

Abbotsford School District (No. 34)

A handwritten signature in cursive script, appearing to read "Robert White", written over a horizontal line.

Teamsters Local Union No. 31

February 25, 2019

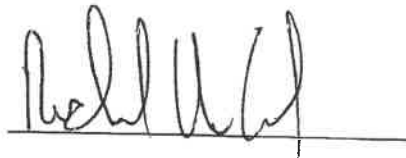
Article 12:6 ON-CALL PREMIUM

Article 12:6.2.4

The "on-call" employee shall remain within the limits of the City of Abbotsford, shall keep the equipment (i.e. pager/cell phone) with him/her at all times, and shall respond promptly (ex. no greater than twenty (20) minutes) to all emergency calls during the term of the on-call duty.



Abbotsford School District (No. 34)



Teamsters Local Union No. 31

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March 6, 2019

Article 12 ON-CALL PREMIUM

Replace with:

Article 12:6.2.6

A Schedule "A.1" employee on-call shall be paid at straight time of two (2) hours per day. An employee shall be paid at straight time of two and one-half (2.5) hours per day for recognized Statutory Holidays and weekends.

Schedule A.1 "Wages and Allowances"

Delete:

"On-Call Pager Rate (In accordance with Article 12:6)"



Abbotsford School District (No. 34)



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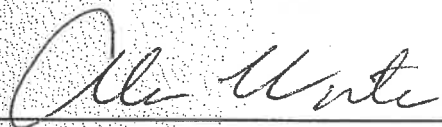
✓
June 3, 2019

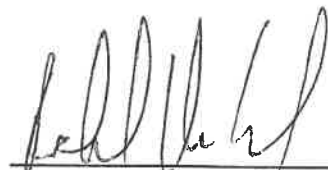
Article 13:2 OVERTIME

- Add a new Article 13:2.3.1 as follows:

13:2.3.1 Notwithstanding Article 13:2.3, any weekend custodial work required for a Community User Group shall be offered, in order of seniority, as follows:

- i. to regular Custodians, who are regularly assigned to work at the facility to be used by the Community User Group, at the applicable rate of pay;
- ii. to casual Custodians where the work to be performed would be paid at the applicable straight-time rate of pay;
- iii. to other regular Custodians at the applicable rate of pay;
- iv. to casual Custodians where the work to be performed would be paid at the applicable overtime rate of pay.


Abbotsford School District (No. 34)


Teamsters Local Union No. 31

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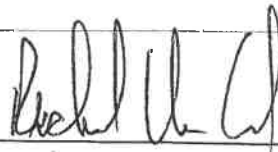
February 25, 2019

Article 16:3 PREGNANCY LEAVE

Change title to Maternity Leave and similarly revise the wording in any applicable Article in the Collective Agreement



Abbotsford School District (No. 34)



Teamsters Local Union No. 31

February 26, 2019

Article 16:8 ASSIGNMENT

Replace Article 16:8.1 with the following:

16:8.1 (a) A regular employee returning from

- i. maternity leave within a period of seventeen (17) weeks, or
- ii. a combination of maternity leave and parental leave within a period of seventy-eight (78) weeks, or
- iii. parental leave within a period of sixty-two (62) weeks

shall be assigned to the same position held prior to the leave. Where the employee's position no longer exists, the employee shall be returned to a comparable position.

- (b) A regular employee returning from extended maternity or parental leave which exceeds the applicable period set out in paragraph (a) above shall be assigned to the same position held prior to the leave. Where the employee's position no longer exists, or where continuity and stability in the assignment in regard to an employee in a classification in Schedule "A-4" (Instructional Support) may be affected, the employee shall be returned to a comparable position.

Abbotsford School District (No. 34)

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March 6, 2019

Article 16:11 JURY DUTY

Add:

16:11.6

If an employee is working an afternoon shift and has to appear for jury duty on that day, they will not be required to work the afternoon shift of the same day and shall be compensated at their regular rate of pay.

If an employee working the graveyard shift has to appear for jury duty, they shall not be required to work the graveyard shift prior to the court hearing and shall be compensated at their regular rate of pay.

Abbotsford School District (No. 34)

Teamsters Local Union No. 31



May 13, 2019

Article 16:18 – Early Retirement Incentive Plan

- Replace the opening of Article 16:18.1 to read:

16:18.1 The Board will pay an allowance to regular or school-term employees who resign from the School District before reaching age 65, subject to the following conditions:

- Replace the following bullet:
 - submit an application to the Human Resources Department no later than June 30 in the year in which they wish to retire,

with:

- provide two (2) calendar months' written working notice to their Manager. With the Employer's agreement, the requirement for two (2) calendar months' working notice may be reduced or waived,

- Replace the following bullet:
 - retire from employment in this District prior to his/her 64th birthday.

with:

- retire from employment in this District prior to his/her 65th birthday.

Abbotsford School District (No. 34)

Teamsters Local Union No. 31

March 6, 2019

Article 17.1 TEAMSTERS' NATIONAL PENSION PLAN

Replace with:

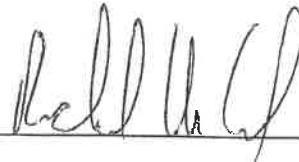
Article 17:1.4.2 Contributions shall be made on a **bi-weekly basis to coincide with Teamsters employee payroll** for each eligible employee, and the Employer shall submit the total contribution to the Trust aforesaid, not later than **fourteen (14) calendar days from the last pay date.**

Add:

17:1.4.5 Where there are pension contribution changes, the Board shall implement the new contribution amount as of the first day of the full pay period in which the **effective date of the change occurs.**



Abbotsford School District (No. 34)



Teamsters Local Union No. 31

February 26, 2019

Article 18:9 OCCUPATIONAL HEALTH AND SAFETY

Replace Article 18:9.4.2 with the following:

18:9.4.2 promoting a healthy and safe working environment which includes procedures established by the Employer to eliminate or minimize the risk of workplace violence,

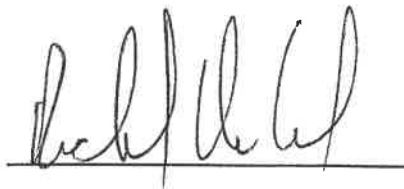
Add a new Article 18:9.7 as follows:

18:9.7 All employees shall report and record all incidents of workplace violence on the appropriate District forms.

18:9.7.1 The Administrator/Manager shall have forty-eight (48) hours, excluding Saturdays, Sundays and Statutory Holidays set out in Article 15:1.1, to respond after receiving the employee's report of an incident of workplace violence. If this requirement is not met, the employee shall contact the District Organizational Health and Safety Manager.



Abbotsford School District (No. 34)



Teamsters Local Union No. 31

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February 26, 2019

Article 20:2 EQUALIZATION

20:2.1 The Board shall maintain an "equalization pool".

20:2.2 The purpose of the pool is to equally distribute all "extra-curricular work" (as measured by "paid for hours"), occurring during the school year, amongst the "equalization drivers".

(1) Equalization will be based on a September to June format, with the intent to have no more than thirty (30) hours from the highest to the lowest driver, at the end of June. Hours are not carried forward and each September every driver starts at zero (0).

(2) Equalization work is broken down into two (2) categories: Weekday (Monday to Friday) and Weekend (Saturday to Sunday). Drivers may choose to sign up for either or both categories.

(3) Drivers may choose to sign up for both kindergarten and equalization, but may only be on one list at a time.

(4) Averaging is based on a Sunday to Saturday work week.

(5) Only the number of drivers who actually work during a week are to be used in calculating the average hours.

(6) Drivers who are away due to illness, leave of absence or otherwise, less than five (5) days within a Monday to Friday shall be credited their regular daily hours.

(7) Drivers who are away due to illness, leave of absence or otherwise, for the full five (5) days within a Monday to Friday, shall be credited the calculated average of equalized hours for that period.

(8) Overtime hours shall be calculated at their hour value for the purpose of equalization.

20:2.3 The Board shall post a list, referred to as the "equalization sheet", on each Monday during the school year.

The "equalization sheet" will provide the following information:

(1) Names of all bus drivers, listed in five (5) separate sections as follows:

(a) Weekday Equalization

(b) Weekend Equalization

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- (c) Kindergarten and mid-day assessment
- (d) Not Equalization
- (e) Casual

- (2) Total "paid for hours" for each driver - year-to-date (beginning in September);
- (3) Hours declined year-to-date;
- (4) Paid hours for the past four (4) weeks;
- (5) Total "paid for hours" for each section.

20:2.4

All hours referred to on the "equalization sheet" are for reference and calculation purposes only and have no monetary value.

20:2.5

- (1) An "equalization driver" shall sign off on Equalization work seventy-two (72) hours prior to the assigned work.

- (2) An "equalization driver" who ~~refuses~~ declines an assignment will have the equivalent number of "paid for hours" added to his/her total on the "equalization sheet", as though he/she had actually worked the assignment – provided – for any one piece of work, only one driver can have hours added to his/her weekly total as the result of declined work. In the event that more than one driver declines the work, the hours will be added to the weekly "paid for hours" total for the first driver who declined the work.

- (3) An "equalization driver" who declines work within seventy-two (72) hours of the Equalization work, twice in one month or three (3) times in any five (5) month period shall be removed from the Equalization pool until the next opportunity to rejoin the pool next "bid day" and/or February 1st.

20:2.6

- (1) Any driver who commences participation in the "equalization pool" subsequent to "bid day" and/or February 1st shall be placed on the equalization pool list effective the beginning of the next reporting week,
- (2) Any driver added to the "equalization pool" in accordance with Article 20:2.6(1) above shall be credited with the year-to-date "paid for hours" equivalent to the driver who, at the time the new driver is added to the list, has the most year-to-date "paid for hours".
- (3) A driver electing to participate in the "equalization pool" can leave the "equalization pool" with written notice to the Board, however, any driver leaving the pool after the commencement of the school year will not be allowed to return to the "equalization pool" until the next "bid day" in accordance with Article 20:1 (7). A driver electing to leave the "equalization pool" must provide the Board with written notice, indicating the date they will leave the pool. The driver will not be allowed to return to the "equalization pool" until the next "bid day" and/or February 1st in accordance with Article 20:1 (7).

ANW

20:3

Postings and Assignments of Work:

20:3.1

All "regular routes" and assignments of work to bus drivers will be posted in accordance with Article 3 – Postings and the Letter of Understanding – "Posting and Assignment of Bus Driver Work".

20:3.2

"Kindergarten/assessment work" will be assigned to the senior drivers who have applied for "kindergarten/assessment work" on "bid day". Kindergarten runs will be assigned based on the efficient scheduling of the operation but, in no circumstances will kindergarten or assessment work be assigned to a junior bus driver if a senior bus driver who has applied for "kindergarten/assessment work" has not been assigned any "kindergarten/assessment work".

20:3.2.1

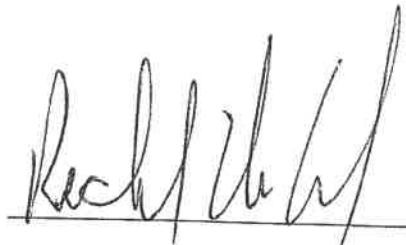
If a regular driver, who has been assigned a kindergarten/assessment run, is absent from work, a casual driver may be used to perform a regular driver's kindergarten/assessment run for the first day of absence. Thereafter, the kindergarten/assessment run will be assigned for the duration of the absence to the most senior regular driver who had applied for such work on "bid day", but had not been assigned such work.

20:3.3

All assignments of "bus driver work" will go to the "equalization pool" prior to being assigned to a casual/ESC employee.



Abbotsford School District (No. 34)



Teamsters Local Union No. 31



February 25, 2019

LETTER OF UNDERSTANDING AGREED UNDERSTANDING OF THE TERM EDUCATION ASSISTANT

Delete

Abbotsford School District (No. 34)

Teamsters Local Union No. 31

March 4, 2019

MEMORANDUM OF UNDERSTANDING - Benefit Renewal Process – dated April 30, 2014 ✓

Delete

MEMORANDUM OF AGREEMENT FOR 2012 - 2014 pgs -

Delete

MEMORANDUM OF AGREEMENT FOR 2014 - 2019

Delete

Abbotsford School District (No. 34)

Teamsters Local Union No. 31

✓
March 6, 2019

LOU – EMERGENCY SERVICES

Add to Collective Agreement:

The parties agree to clarify provisions for Emergency Services detailed below:

LEVEL 1 - FULL CLOSURE

ALL DISTRICT BUILDINGS AND SCHOOLS ARE CLOSED TO STUDENTS AND EMPLOYEES, except those designated as emergency services personnel. Emergency services personnel who cannot attend their regular place of work due to unsafe conditions must contact their supervisor.

LEVEL 2

ALL SCHOOLS ARE CLOSED TO STUDENTS, EMPLOYEE ATTENDANCE IS EXPECTED. Employees who cannot attend their regular place of work due to unsafe work conditions can attend an alternate work site closest to their home upon contacting their supervisor.

LEVEL 3

A SCHOOL OR SOME SCHOOLS ARE CLOSED TO STUDENTS, EMPLOYEE ATTENDANCE IS EXPECTED. Employees who cannot attend their regular place of work due to unsafe work conditions can attend an alternate work site closest to their home upon contacting their supervisor.

LEVEL 4

A SCHOOL OR SOME SCHOOLS ARE CLOSED TO STUDENTS AND EMPLOYEES. All employees at those sites should not attend work except for emergency services personnel. Emergency services personnel who cannot attend their regular place of work because of unsafe conditions must contact their supervisor.

COMPENSATION

LEVEL 1

Employees who have been called for emergency services duties on a regularly scheduled work day shall be provided with their regular rate of pay, or the General Maintenance rate of pay, whichever rate is higher, as well as equivalent time off. For example: an employee who is called in for emergency duties on Tuesday November 3, 2018 from 7:00am to 3:30pm shall receive their regular rate of pay for 8 hours as well as receive 8 hours of time off – to be scheduled and taken prior to June 30 of the following year or paid out by June 30 of the following year.

Regular support staff employees (including those employees working in a UFN position) will be paid their regular rate of pay. Casual employees who are not in a UFN position, but are dispatched daily, will not be paid.

LEVEL 2 AND 3

Regular support staff employees (including those employees working in a UFN position) who do not attend work at their site or an alternate site, will not be paid. Casual employees who are not in a UFN,

RUB ADL

but are dispatched daily are not paid. Employees who have been called for emergency services duties on a regularly scheduled work day shall be provided with their regular rate of pay.

LEVEL 4: Regular support staff employees (including those employees working in a UFN position) will be paid at those locations closed to students and employees. Casual employees who are not in a UFN position, but are dispatched daily will not be paid. Employees who have been called for emergency services duties on a regularly scheduled work day shall be provided with their regular rate of pay, or the General Maintenance rate of pay, whichever rate is higher, as well as equivalent time off.

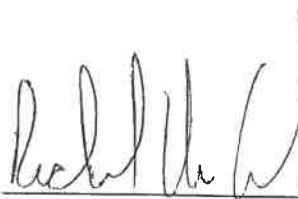
Regular employees who have been called for emergency services duties on a day of rest (typically Saturdays and/or Sundays) shall be provided with the applicable overtime as per Collective Agreement Article: 13.2.

Other than General Maintenance/Grounds employees, and Schedule A.1 employees, all other regular employees in this bargaining unit shall notify the Director of Facilities and Transportation, or designate, by October 1 of each year that they are available for emergency duties for the upcoming school term.

Hours of Work Change: During emergency situations, employees shall only require an 8 hour rest period between the next shift.



Abbotsford School District (No. 34)



Teamsters Local Union No. 31

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March 6, 2019

NEW LOU – Hiring Individuals with Special Needs

The Parties agree to hire individuals with special needs as follows:

- 1) Special assistant positions may be created at the discretion of the District.
- 2) It is agreed that a maximum of six (6) casual positions may be created at one time.
- 3) Individuals will be given a work schedule with a maximum of 12 hours per week. The positions will be filled as casual status and will remain as casual status.
- 4) The rate of pay for all positions in this program will be \$17.50/hour + 8% in lieu of statutory and non-statutory benefits. All positions in this program are excluded from Article 10 – Seniority and Article 11 – Layoff and Recall.
- ~~5) The hourly rate of pay for this program will be reviewed annually by the Board and the Union.~~
- 6) Individuals in this program will be subject to Article 5 – Probationary Period.
- 7) Individuals in this program will work under the general supervision of Teamsters Local 31 employees, as determined by the District.
- 8) During the first five (5) shifts worked by a new special assistant, any staff who are scheduled to work with that special assistant to provide support, assistance and training as required, will be paid the Training Allowance premium for the hours worked with the special assistant. After the first five (5) shifts, staff who are scheduled to work with the special assistant will be paid an additional fifty-four cents (\$0.54) per hour worked with the special assistant.
- 9) Individuals in this program shall become members of the Teamsters Local Union 31 and will pay \$20.00/month for union dues to the Teamsters Local 31 Union, and will have the union initiation fees waived.
- 10) No Teamsters Local 31 Union support staff (regular or casual) will be displaced or have their hours of work reduced as a result of this program.
- 11) The District reserves the right to end one or more of the special assistance positions or the entire program at any time, or recruit and fill a vacant position(s) with new individuals.

Abbotsford School District (No. 34)

Teamsters Local Union No. 31

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April 11, 2019

LOU Instructional Support Staff Pilot Posting Process

Replace with:

LOU Instructional Support Staff Posting Process

Staffing Process:

After the completion of the school year until September 30, the Board will post every vacancy since the commencement of the previous school year and every newly created position that has not been previously subject to the posting procedure. Education assistants and youth care workers, who are the successful applicant to a vacant posted position, are not eligible to bid on another posting for the balance of the school year, unless the vacated position is an increase in FTE or a higher wage classification.

Education Assistant, Youth Care Worker and Itinerant Youth Care Worker positions shall only be posted from the completion of the school year until September 30. Postings from the completion of the school year until August 20 will be posted for a duration of 7 days, postings from August 20 until September 30 will be posted for two days (excluding weekends). Successful candidates will commence work in the position immediately, and previous positions back-filled with a casual employee. The postings are exempt from any other posting language in the Collective Agreement.

Any position vacated due to retirement, resignation or termination of employment between October 1 and April 30 will be posted no later than May 15. Commencement into the position will begin the following school year. Should the position be reduced or eliminated prior to the occupation of the position, the employee shall remain in the former position held. Employees awarded a position in the May 15 round shall not be prohibited from participating in the summer posting procedure.

Layoff Process:

The Board will give Instructional Support Staff who are laid off or terminated for reasons other than for just cause, fourteen (14) calendar days' notice, or ten (10) working days' pay in lieu of notice of such layoff or termination except where specified.

All notices of layoff or reduction in FTE shall be in writing. The least senior employee within the job classification, at a school site shall receive the notice of layoff. Should the reduction of staff at the school site be adjusted prior to September 30, the layoff shall be rescinded.

Instructional Support Staff issued layoff can post for vacant positions.

Should the employee post into a position prior to the end of August, the layoff is deemed resolved.

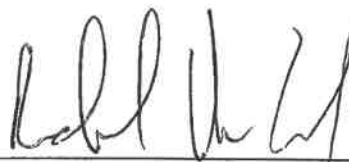
ML RVB

If an employee does not post into a vacant position, they will receive information about their bumping position/location in the last week of August.

If a choice is to be made by the employee, the notice shall include all information necessary and relevant to the employee to make any decision available to him/her. Any employee in receipt of written layoff notice and who has an option must reply to the Board in writing within 72 hours of receipt of the notice with his/her decision.



Abbotsford School District (No. 34)



Teamsters Local Union No. 31



March 6, 2019

NEW LOU – JOB DESCRIPTIONS

The Board shall notify all affected employees if the Board updates or changes a Job Description for the position which the employee holds, with a copy to the Union.

All current Job Descriptions shall be forwarded to the Union by December 20, 2019.

Abbottsford School District (No. 34)

Teamsters Local Union No. 31

March 6, 2019

LOU – STRONGSTART FACILITATORS

Add existing LOU to the Collective Agreement:

The Parties agree as follows as it relates to the employment of the StrongStart Facilitators:

1. In recognition of the character of the StrongStart program, similar to recognition given to the district character of other programs and positions under the collective agreement, the Union and Board have agreed that in addition to the terms contained within Article 11 Layoff and Recall Procedures, the terms of Schedule 1 will apply to the StrongStart Facilitator classification.
2. The daily operation of the StrongStart program does not mirror the K – 12 education programs or the school day. The Union and Board have agreed to recognize this in the application and administration of Article 12 Hours of Work provisions of the collective agreement. The parties agree to the hours and scheduling of work as in the attached Schedule 2
3. The Union and the Board agree that this Letter of Understanding will continue until such time as the Union and the Board agree to terminate or amend the Letter of Understanding

Abbotsford School District (No. 34)

Teamsters Local Union No. 31



Schedule 1

Layoff and Bumping

The regular layoff and bumping language within Article 11 will apply per usual, except for the following locations where specific knowledge of the language and culture is essential:

- Harry Sayers Elementary
- Clearbrook Elementary

Schedule 2

Hours of Operation

The StrongStart Centre may operate between Monday to Sunday, inclusive. Notwithstanding the provisions of Article 12 Hours of Work, the parties agree that having regard to the unique nature of the role of the StrongStart Facilitator and the needs of the program, there is a requirement for flexibility in scheduling the hours of work from Monday to Sunday, with the StrongStart Facilitator taking two consecutive days off. StrongStart Facilitators may be scheduled under the hours of work as per Article 12:2.2 and Article 12:2.3.

Work beyond 40 hours per week or 8 consecutive hours in a day shall be deemed to be overtime. Where conditions necessitate overtime, and where the work is authorized, such overtime shall be paid for as specified within Article 13:2 Overtime.

Day shift

Up to eight (8) hours per day, forty (40) hours per week, exclusive of meal times for classifications included on the following schedules - Wages & Allowances:

A4: StrongStart

Afternoon Shift

Up to seven and one-half (7-1/2) hours per day, thirty-seven and one-half (37-1/2) hours per week, exclusive of meal times for classifications included on the following schedules

A4: StrongStart

Strong Start facilitator

Rest periods contemplated in Article 12:7 must be taken during times that will not interfere with the operation of the StrongStart Centre.

✓
March 14, 2019

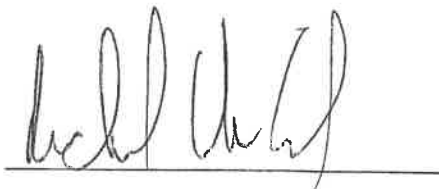
LOU – Temporary General Maintenance Position for Grass Cutting

Add a new #6 as follows:

6. A regular employee, who is working in a temporary General Maintenance position, may be transferred back into their base position at any time due to operational requirements, subject to the following conditions:
 - (i) All available and qualified Casual employees, in the Department where the regular employee's base position is located, will be working before the regular employee is transferred back to their base position.
 - (ii) The regular employee will continue to be compensated for the total hours of work of the temporary position, and be paid at the rate of pay of the temporary General Maintenance position, or their regular rate of pay, whichever is greater, during the period of time that the regular employee is transferred back to their base position.
 - (iii) When the work for which they were transferred back to their base position is completed, the regular employee will return to their temporary General Maintenance position.



Abbotsford School District (No. 34)



Teamsters Local Union No. 31

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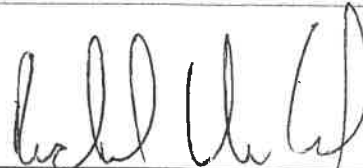
June 3, 2019

LOU – "Trainee" Employees

- Replace Item #1 to read:
 1. The trainee(s) shall be paid minimum wage as set out in the British Columbia Employment Standards.



Abbotsford School District (No. 34)

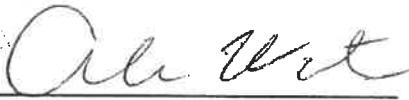


Teamsters Local Union No. 31

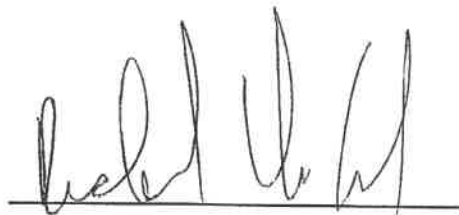
May 14, 2019

Renewal of Letters of Understanding

Renew all Letters of understanding in the existing 2014 – 2019 Collective Agreement which were not otherwise revised and/or deleted during the negotiations between the Parties.



Abbotsford School District (No. 34)



Teamsters Local Union No. 31

August 26, 2019

Provincial Framework Agreement

The Employer and the Union shall sign off on the Provincial Framework Agreement dated July 12, 2018.

August 26, 2019

Article 13:4.2 – Leadhand

Add new Articles 13:4.2.5 and 13:4.2.5.1 as follows:

13:4.2.5 During the Summer cleaning of the Board's facilities, the Custodian designated by the Employer to be the Team Leader of the cleaning crews shall be paid at the Custodian IV rate of pay for all hours worked as the Team Leader.

13:4.2.5.1 The Leadhand special allowance under Article 13:4.2.4 shall not be paid to the Custodian designated to be the Team Leader under Article 13:4.2.5.

August 26, 2019

Article 13:4.3 – First Aid

- Replace Article 13:4.3.1 with the following:
 - 13:4.3.1 Providing an employee holding a valid First Aid Certificate is designated in writing by the Board and is required to act as a First Aid Attendant in a facility, the Board shall pay the designated employee an allowance in accordance with an Administrative Procedure of the School District as determined by the Superintendent of Schools for performing duties of the First Aid Attendant:
 - (a) in a facility as determined by the Board requiring basic Level I First Aid;
 - (b) in a facility as determined by the Board requiring Level II First Aid.
 - In Schedule "A.7", delete the references to the 1st Aid Premium (Level I) and 1st Aid Premium (Level II).
-



August 26, 2019

Richard Van Grol
Secretary-Treasurer
Teamsters Local Union No. 31

Dear Richard:

Re: First Aid Premiums

This letter is to confirm that an Administrative Procedure for the Abbotsford School District will be established to provide the following premium payments to an employee in the Teamsters' Bargaining Unit holding a valid First Aid Certificate and, who is designated in writing and is required to act as a First Aid Attendant in a facility:

- (i) the premium for Level I First Aid will not be less than Fifty Cents (\$0.50) per hour worked; and
- (ii) the premium for Level II First Aid will not be less than One Dollar (\$1.00) per hour worked.

It will be effective the first day of the first full pay period following the date of ratification of the 2019-2022 Collective Agreement by both Parties.

I also confirm that the above minimum First Aid Premium payments will not be reduced by the Board without the mutual agreement of the Teamsters Local Union No. 31.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Kevin Godden', with a long horizontal flourish extending to the right.

Kevin Godden
Superintendent of Schools/CEO

August 26, 2019

Article 16:15 – Leave for Personal Business

Effective January 1, 2020, replace Article 16:15.2, so as to include usage of Personal Business Leave for the purpose of sick leave after the annual sick leave credits granted under Article 17:4 have been used, as follows:

16:15.2 For the purposes of this Article, Personal Business Leave shall be defined as medical, dental, legal/financial appointments, family matters, bereavement not covered under Article 16:10, or sick leave after the annual sick leave credits granted under Article 17:4 have been used, where such business cannot be conducted outside the employee's regular hours of work.

August 26, 2019

Article 16:16 – Augmentation of Personal Business Leave

Effective January 1, 2022, replace Articles 16:16.1.1, 16:16.1.2 and 16:16.1.3, so as to reflect the increase in the annual number of sick leave days granted under Article 17:4.1.1 and to increase the amount of the carry over of unused sick leave credits for the purposes of leave for personal business, as follows:

- 16:16.1.1 six (6) but less than seven (7) non-accumulated sick leave credits as of December 31 of the calendar year, the employee shall be entitled to carry over one (1) day for the purposes of leave for personal business;
- 16:16.1.2 seven (7) but less than eight (8) non-accumulated sick leave credits as of December 31 of the calendar year, the employee shall be entitled to carry over two (2) days for the purposes of leave for personal business;
- ~~16:16.1.3 eight (8) or more, to a maximum of nine (9), non-accumulated sick leave credits as~~
of December 31 of the calendar year, the employee shall be entitled to carry over three (3) days for the purposes of leave for personal business.

August 26, 2019

Article 17:1 – Teamsters’ National Pension Plan

Regarding Article 17:1.4.3 and Schedule “A.7”, the Board contribution per hour worked to the Teamsters’ National Pension Plan shall be as follows on the specified effective dates:

	Effective the first (1st) day of the first (1st) full pay period following the date of ratification by both Parties of the 2019-2022 Collective Agreement	Effective July 1, 2020	Effective July 1, 2021
Eligible Bus Drivers, Trades Mechanic and Mechanics Helper	\$2.61	\$2.66	\$2.71
All other eligible employees	\$2.00	\$2.04	\$2.08

August 26, 2019

Article 17:2 – Teamsters’ National Benefit Plan

Replace Article 17:2.5.1 with the following:

17:2.5.1 The Employer shall contribute Two Hundred and Ninety Dollars and Forty Eight Cents (\$290.48)* for any month in which any eligible employee is covered by the Plan for one day or more.

(*) Effective the first (1st) day of the calendar month following the date of ratification by both Parties of the 2019-2022 Collective Agreement, the Employer shall contribute Three Hundred Dollars (\$300.00) per month.

(*) Effective July 1, 2020, the Employer shall contribute Three Hundred and Five Dollars (\$305.00) per month.

(*) Effective July 1, 2021, the Employer shall contribute Three Hundred and Ten Dollars (\$310.00) per month.

August 26, 2019

Article 17:4 – Sick Leave

Effective January 1, 2022, replace Article 17:4.1.1, so as to increase the annual number of sick leave days, as follows:

- 17:4.1.1 regular full-time employees shall be granted nine (9) days on January 1st, non-accumulative;

August 26, 2019

Schedule "A.7"

The Leadhand special allowance per hour worked shall be paid at the following rate effective on the following dates:

July 1, 2019: \$0.55

July 1, 2020: \$0.56

July 1, 2021: \$0.57

August 26, 2019

LOU – Service Improvement Fund

Effective July 1, 2020, as per the Provincial Framework Agreement Item 3. Local Bargaining, the Abbotsford School District will offer professional development and support in the following areas:

- Education Assistant – internal certificate program
 - Provincial Outreach Program for Autism and Related Disorders
 - Mental Health First Aid
 - Mindfulness Based Stress Reduction
 - Paid professional development for casual instructional support employees
-
- Education Assistant community of practice – peer mentorship/support

The Abbotsford School District is under no obligation to spend more than the service improvement allocation of \$246,000 per annum.

August 26, 2019

New Article – Classification Reviews

- X:1.1** When the Employer establishes a new position in the bargaining unit, or makes material changes to an existing position in the bargaining unit, the Employer shall prepare/revise a new Job Description for the position and will classify the position within an existing band of positions.
- X:1.2** The Employer will provide the Union, and any employee(s) in the existing position, with the new/revise Job Description for the position, and will advise the Union into which band of positions the Employer has classified the position.
- X:1.3** Within sixty (60) calendar days of receipt of the information specified in paragraph 1.2 above, the Union shall notify the Employer in writing whether it accepts or objects to the band of positions within which the Employer has classified the position.
- ~~**X:1.3.1** In the event the Union objects to the band of positions within which the Employer has~~
classified the position, the Union shall provide the Employer with written reasons for the basis of its objection.
- X:1.3.2** In the event the Union does not object to the classification of the position within the sixty (60) calendar day period specified in paragraph 1.3 above, the Employer's classification of the position shall be deemed to be established.
- X:1.4** In the event that a resolution of the Union's objection, as specified in paragraph 1.3.1 above, is not reached between the Parties within twenty-one (21) calendar days from the date the Employer receives the Union's written objection, the Union may refer the matter to be dealt with through the Grievance and Arbitration Procedure in Article 19 of the Collective Agreement, commencing at Step 3 of the Grievance Procedure.
- X:1.5** In the event that the resolution of the Union's objection, either by way of agreement between the Parties or by the determination of an Arbitrator pursuant to Article 19:8 of the Collective Agreement, results in the position being classified within a band of positions with a higher rate of pay than the band of positions within which the Employer initially classified the position under paragraph 1.1 above, the higher rate of pay shall be paid to any affected employee retroactive to the date the Employer initially classified the position.
- X:2.1** Where the Union or an employee consider that the qualifications and/or the job duties for a position have materially changed on an ongoing basis so that the position is no longer appropriately classified in its existing band of positions, the Union or employee may submit a written request to the Employer to conduct a review of the band of

positions within which the position of concern is classified. The written request shall specify the reasons the Union or the employee consider that the position of concern is no longer appropriately classified in its existing band of positions, as well as the band of positions within which the Union or the employee believe the position of concern should be classified.

- X:2.2 The Employer will review the written request received from the Union or the employee under paragraph 2.1 above, and will provide its written determination within sixty (60) calendar days of receipt of the written request.
- X:2.3 If the Union or the employee is dissatisfied with the determination provided by the Employer under paragraph 2.2 above, the Union may, within twenty-one (21) calendar days from the date the Union received the Employer's written determination, refer the matter to be dealt with through the Grievance and Arbitration Procedure in Article 19 of the Collective Agreement, commencing at Step 3 of the Grievance Procedure.
- X:2.4 In the event that the resolution of the Union's or the employee's written request under paragraph 2.1 above, either by way of agreement between the Parties or by the ~~determination of an Arbitrator pursuant to Article 19:8 of the Collective Agreement~~, results in the position being classified within a band of positions with a higher rate of pay than the existing band of positions, the higher rate of pay shall be paid to any affected employee retroactive to the date on which the Employer received the written request under paragraph 2.1 above.
- X:3.1 The creation of a new band of positions, or any revision to the existing bands of positions, shall be mutually agreed to between the Employer and the Union.
- X:3.2 The Party requesting the creation of a new band of positions, or a revision to the existing bands of positions, shall provide written notice to that effect to the other Party, which notice shall specify the reasons for the Party's request.
- X:3.3 If the Employer and the Union are not able to reach a mutual agreement under paragraph 3.1 above, either Party may, within twenty-one (21) calendar days from the date the written notice referred to in paragraph 3.2 was received or such longer period of time as may be agreed to between the Parties, refer the matter to be dealt with through the Grievance and Arbitration Procedure in Article 19 of the Collective Agreement, commencing at Step 3 of the Grievance Procedure.

August 26, 2019

LOU – Job Content Review (JCR) Maintenance Agreement

Delete

Article 3:3 POSTINGS – PERMANENT VACANCIES

Delete Article 3:3.4, and renumber subsequent Articles.