



CUPE 440



SD6 Support Staff

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT  
NO. 6 (ROCKY MOUNTAIN)**

**AND**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 440**

**July 1, 2022 – June 30, 2025**

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**PREAMBLE**

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 6  
(ROCKY MOUNTAIN)**

(Hereinafter called the "Board")

**PARTY OF THE FIRST PART**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 440**

(Hereinafter called the "Union")

**PARTY OF THE SECOND PART**

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

1. To promote the harmonious relations and settle conditions of employment between the Board and the Union.
2. To recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scale of wages etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is desirable those methods of bargaining and all matters pertaining to the working conditions of the employees are drawn up in an agreement.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1      UNION RECOGNITION**

### **Section 1.1      Bargaining Authority**

The Board of Education of School District No. 6 (Rocky Mountain) and the Canadian Union of Public Employees, Local 440 mutually recognize each other as the exclusive representatives for the purpose of conducting collective bargaining regarding rates of pay, hours of work and all other working conditions of the employees of the Board, as certified by the Labor Relations Board, as long as the Union retains its rights to conduct collective bargaining on behalf of such employees under provisions of the Labor Code excepting those having authority to hire or discharge employees and those employed in a confidential capacity.

a) The following positions shall be excluded from coverage under this Agreement:

- Operations Supervisor
- Accountant
- Human Resources Coordinator
- Health and Safety Officer
- Operations Coordinator
- Executive Assistant
- Administrative Assistant

At no time shall the total number of people holding positions in section a) be more than sixteen (16).

b) Other Excluded Positions:

#### District Wide Classifications

- Indigenous Education Support Worker
- Home Stay Coordinator
- International Student Program Coordinator
- International Student Program Manager
- School Psychologist
- Speech Language Pathologist

#### School Based Classifications

- CommunityLINK funded Student Support Worker

Any changes to the above are subject to written agreement between the parties.

The Employer will provide to the Union a list of the Employees who fill the excluded positions by September 30<sup>th</sup> of each year.

It is understood and agreed that no person excluded from the bargaining unit will perform any work normally and regularly performed by bargaining unit members

## **Section 1.2 Definitions**

- 1.2.1 A regular employee shall mean an employee appointed by the Board to a permanent position.
- 1.2.2 A casual employee shall mean an employee appointed by the Board to perform services for which no permanent position exists, or to perform services for which a permanent position exists, the incumbent of which is temporarily unable to perform their duties.
- 1.2.3 A permanent position is a position established by the Board to perform bargaining unit work for a continuing period of time.
- 1.2.4 A temporary position is a posted position for which no permanent position exists, or to perform services for which a permanent position exists, the incumbent of which is temporarily unable to perform their duties. Temporary positions exceeding one year in duration will require the Union's approval.
- 1.2.5 Casual work is any work not covered by a posted position.

## **Section 1.3 Employee Status**

The Board agrees that there shall be no intimidation or coercion exercised or practiced with respect to any employee by reason of their membership in the Union, and the Union agrees that there shall be no intimidation on its part against any employee of the Board.

## **Section 1.4 No Other Agreement**

No employee or group of employees shall be required or permitted to make any written or verbal agreements with the Board or its representative which may conflict with the terms of this Collective Agreement.

## **Section 1.5 Board Decision**

The Board agrees that any recommendation or decision by the Board relating to rates of pay, promotions, hiring, or discharge of employees covered by the terms of this Agreement, shall be communicated in writing to the Union and impacted employees within seven (7) calendar days of the Board's consideration and decision.

## **Section 1.6 Work of the Bargaining Unit**

No person outside the bargaining unit shall perform the work of the bargaining unit except by mutual agreement, or in case of emergencies, where no bargaining unit employees are available.

## **Section 1.7 Volunteers**

No bargaining unit member appointed to a permanent or temporary position shall be laid-off, replaced or have their regular hours reduced, or suffer a loss of pay as a result of work performed by volunteers. Volunteers shall be supplementary to the employees in the bargaining unit. Any change in the extent and use of volunteers shall be subject to mutual written agreement between the parties prior to implementation.

## **Section 1.8 Plural or Gender Neutral Terms May Apply**

Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used, where the context of the party or parties hereto so requires. When the gender of the person referred to is unknown or indeterminate, the third-person pronoun may be avoided by using gender-neutral alternatives such as they and their.

## **Section 1.9 Amalgamation, Regionalization and Merger Protection**

In the event the Board merges or amalgamates with any other body, the transfer shall be as per Part 3, Section 35 of the 1996 Labour Code.

## **Section 1.10 Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without the proper authorization of the Union.

# **ARTICLE 2 BOARD'S RIGHTS**

## **Section 2.1 Management and Direction**

The Union recognizes the right of the Board to operate and manage its operations in accordance with its commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be contrary to any provisions of this Agreement. The Board shall exercise its rights in a fair and just manner. Such rules and regulations, or amendments, shall be communicated in writing to the Union.

## **Section 2.2 Hiring and Discipline**

2.2.1 The Board shall always have the right to hire, and subject to this Agreement, shall have the right to discipline, transfer, demote and discharge employees for just cause. If the Board exercises their right, as expressed in this Collective Agreement, to take disciplinary action, it will do so at the end of a workday, if possible.

2.2.2 The Board shall remove letters of discipline and direction from an employee's personnel file after twelve (12) months worked, providing no additional letter(s) of direction or discipline relating to the original issue of discipline or direction have been issued in the twelve (12) month period, the exception being when the disciplinary period is of longer duration than twelve (12) months. However, in the

event that letters of direction or discipline have not been removed after the twelve (12) month period, they will be considered for all purposes as if having been removed. Employees are encouraged to request that letter(s) of direction or discipline be removed from their personnel file.

### **Section 2.3 Right to Have a Steward Present**

Notwithstanding the rights of a supervisor to supervise, evaluate and discipline employees, an employee may, at their discretion, request the attendance of their shop steward at any investigative discussion between the employee and their supervisor which may result in discipline, or at any meeting during which an employee will be disciplined. In either event, an employee may request at any time during such discussions that further discussion be postponed until they can arrange for their shop steward to be present, provided this does not result in undue delay. Employees who are invited to a meeting, the content and/or resolve of which they believe may affect the terms and conditions of their employment, shall have the right to be accompanied by a shop steward or Union officer. The Board or supervisor will notify the Union to have a shop steward accompany an employee, to any meeting that could lead to disciplinary action.

### **Section 2.4 Access to Personnel File**

- 2.4.1 An employee shall have the right to request, in writing, access to their personnel file. The Board shall accommodate such request within a mutually agreeable time. A Board representative shall be present, and the employee may request the attendance of a Union representative during the review. The employee shall have the right to respond, in writing, to any material therein, and such reply shall become part of the permanent record.
- 2.4.2 Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- 2.4.3 Material from the employee's personnel file may only be introduced as evidence in a hearing provided the Union has received a copy in advance.
- 2.4.4 An employee shall have the right to request copies of any material contained in their personnel record. If the amount of material is excessive, the Board shall charge the employee for the reproduction costs.
- 2.4.5 There shall be one personnel file for each employee which shall be maintained by the Human Resources Department.

### **Section 2.5 Permanent Transfer**

If the transfer of an employee from one site to another is to be of a permanent nature, it will be made only after consultation with the Union and subject to the provisions of Section



11.10.2. When the transfer is made on a permanent basis, the rate of pay for that position shall be as set forth in the Wage Schedule of this Agreement. If an employee transferred on a temporary basis, sixty (60) calendar days or less, is required to work out of the site in which they usually work in order to affect such temporary transfer, then the Board agrees to provide transportation, if required, to the employee for the duration of the temporary transfer.

## **ARTICLE 3      UNION SECURITY AND CHECK OFF**

### **Section 3.1      Union Membership**

The Board agrees that any present employee who, at the date of this Agreement, is a member of this Union, or any employee who hereafter during the life of this Agreement becomes a member or is reinstated as a member, shall as a condition of continued employment maintain membership in good standing for the duration of this Agreement. As a condition of employment all new employees shall become, and remain, members in good standing of the Union within thirty (30) days of employment.

### **Section 3.2      Check-Off**

During the life of this Agreement, the Board shall deduct, as a condition of employment, all Union dues, assessments, initiation fees, or a sum equivalent to dues as set by the Union from time to time, from the pay due each calendar month to each employee, and submit direct remittance to the National and Local Union as agreed, not later than the fifteenth (15th) day of the month following that in which such deductions are made.

### **Section 3.3      Dues Notification**

The Board shall, at the time of making remittances referred to in Section 3.2, enclose a list of employees and the amounts of the bi-weekly deductions.

### **Section 3.4      New Employees - Dues Deductions**

In the case of a new employee, dues deductions shall be made commencing with the first pay cheque received by the employee and shall continue bi-weekly thereafter. The said dues will be remitted monthly to the Secretary Treasurer of the Union not later than the fifteenth (15th) day of the month following that in which the deductions are made.

### **Section 3.5      Union Membership Voting Rights**

Each employee of the Board bound by the terms of this Agreement from whom the Board is obliged to deduct Union dues, or a sum equivalent to dues under this Article, shall have the right to vote as if a member of the Union in good standing with reference to ratification of Collective Bargaining Agreements.

### **Section 3.6      Financial Responsibility**

Notwithstanding any provisions contained in this Article, there will be no financial responsibility on the part of the Board for dues, fees, or assessments of an employee

covered by this Agreement unless there are sufficient unpaid wages of that employee in the Board's hands.

### **Section 3.7 The Board Shall Acquaint New Employees**

The Board agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and make available an electronic copy of this Agreement. The Union shall be allowed fifteen (15) minutes of work time to acquaint the new employee(s) with the conditions of employment set out in the Articles dealing with Union security and deduction of dues.

### **Section 3.8 Right of Representation**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees, or any other advisors, when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement; but no classroom situation may be compromised.

## **ARTICLE 4 UNION AND BOARD RESPONSIBILITY**

### **Section 4.1 Union Responsibility - Work Stoppages & Lockout**

#### **4.1.1 Board Responsibility**

- a) The Union agrees that neither it, nor any of its representatives, or employees covered under this Agreement, shall in any way encourage, authorize or participate in any strike, walkout, or suspension of work, on the part of any employee or group of employees during the life of the Agreement.
- b) At all times its members shall, under the direction of the Board, maintain all essential services in connection with the Board's operations during the life of the Agreement.

#### **4.1.2 Lockout**

The Board agrees there shall be no lockout of the members of the Union during the life of the Agreement.

### **Section 4.2 Legal Strike or Picket**

In the event that any other employees of the Board engage in a legal strike and place or maintain pickets at the Board's premises, then any refusal to work or failure to cross the picket line by the members of this Union shall not be considered a violation of this Agreement. This provision shall be inapplicable to any employee in respect to their refusal to work or to cross a picket line if permitted to do so by the striking Union.

## **ARTICLE 5 HOURS OF WORK**

### **Section 5.1 Work Schedule**

- 5.1.1 The Board agrees, in consultation with the Union, to annually set forth a working schedule and hours of work of each regular employee, hereinafter referred to as a "Work Schedule", and provide that schedule to the Union no later than November 1<sup>st</sup> of each year.
- 5.1.2 The regular work week, together with the hours of work, may be permanently varied by written agreement between the Board and the Union. This process does not apply to temporary variances required for operational purposes as long as forty-eight (48) hours previous notice has been provided to the employee and the Union.
- 5.1.3 The Board shall endeavour to minimize the number of split shift positions and will only establish such positions for operational reasons. The Board shall consult with the Union prior to posting such a position.
- 5.1.4 At the request of either the employee or supervisor, the parties may mutually agree to temporarily flex an employee's schedule. Flexible scheduling will not be used for split shifts and will not cause an employee to exceed their hours of work in Article 5.2 and 5.3.
- 5.1.5 Flexible scheduling will not involve overtime.

### **Section 5.2 Clerical Staff and Education Assistants**

The regular work week for all full-time employees covered by Wage Schedule "B" of this Agreement shall consist of five (5) consecutive workdays of seven (7) hours each, Monday to Friday inclusive.

### **Section 5.3 General Staff**

- 5.3.1 The regular work week for all full-time employees covered by Wage Schedule "A" of this agreement shall consist of five (5) consecutive workdays of eight (8) hours each, Monday to Friday inclusive.
- 5.3.2 Shifts for work at out-of-town sites shall start and end at the employee's regular worksite. Overtime applies as per Article 7.1.1.

### **Section 5.4 Rest Periods**

All employees shall be permitted a fifteen (15) minute paid rest period both in the first half and the second half of a full shift to be taken on the premises, at a designated time. This is applicable to employees working a full consecutive half shift or more. A full consecutive

half shift for Schedule A employees is 4 hours, and a full consecutive half shift for Schedule B employees is 3.5 hours.

### **Section 5.5 Meal Allowance**

Employees required to work more than six and one-half (6 ½) consecutive hours in any day shall be provided with a meal in accordance with Board Policy.

### **Section 5.6 Where No Work is Available**

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

5.6.2 If, due to emergency circumstances beyond the Board's control, no work is available for a period in excess of two (2) consecutive days, other work will be provided to the full hours the employee regularly works, or a layoff shall be implemented.

5.6.3 An Education Assistant's regular daily hours of work will be guaranteed. The hours of work per day will not be dependent upon the attendance of a specific student.

### **Section 5.7 Minimum Work Day/Week**

5.7.1 Except where specified in Sections 5.8.2 and 5.8.3, the Board will provide a minimum of twenty (20) hours work per week for an employee reporting to work who has posted into the position. The Union and the Board agree to work together to combine jobs, where appropriate, to allow for the increase in hours to the minimum.

5.7.2 Positions less than twenty (20) hours per week shall be posted with a clause that preference will be given to those able to combine it with another position. If, after posting a position internally, the Board cannot meet the twenty (20) hour per week requirement, the Board must consult with the Union prior to filling the position. If the Union agrees, the Board may fill the position with a candidate working less than the twenty (20) hours per week.

The following conditions will apply and will be communicated to the candidate:

- a) If the hours for the position can meet the benefit eligibility requirement it shall be posted as a permanent position; if not the assignment will be temporary and will not exceed twelve (12) months in duration for twelve (12) month positions and will not go beyond the end of the school year for positions less than twelve (12) months;

- b) Should the need for the position still exist at the conclusion of the temporary assignment, the position will be re-posted.

5.7.3 Exemptions from the twenty-hour minimum will be as follows:

- Noon Hour Supervisors;
- Crossing Guards;
- Small schools, with fewer than 75 students;
- Custodians working at Board or Zonal Offices;
- Resource Centre Secretary;
- Lunch Program Aides; and
- Other positions by mutual agreement.

No position shall be scheduled for less than one hour per day, except positions that are combined with another or would put the employee holding that position into an overtime situation.

5.7.4 The four hours shall be consecutive but may exclude a lunch period up to one hour or a shorter period, by mutual agreement.

5.7.5 Bus drivers are exempt from the requirement for consecutive hours. The regular hours for bus drivers shall be in accordance with the hours of service identified in the *Motor Vehicle Act* Regulations.

5.7.6 A Joint Committee, comprised of equal members from the Board and the Union, shall be established to deal with the four/twenty-hour minimum. In order to attain the minimum, the Committee shall consider the following:

- The combination of positions;
- The elimination of current positions of less than four/twenty hours;
- The reassignment of hours from positions currently of less than four/twenty hours;
- The posting requirements, if any, for combined jobs;
- The applicability of other articles in the Collective Agreement; and
- Other positions to which an exemption may apply.

In the event that the Joint Committee cannot come to resolution, matters may be referred to mediation and/or arbitration.

## **Section 5.8 Preparation Time for Bus Drivers**

5.8.1 All drivers shall receive sixty (60) minutes per day preparation time for a regular route. Preparation time includes pre-trip and post-trip inspections, fueling, all necessary paperwork, cleaning of the bus, inside and out, and all necessary communication.

5.8.2 Driver time to be calculated in fifteen (15) minute increments.

## **Section 5.9 Field Trips**

In the event that an Education Assistant, Youth Care Worker or Intervenor's services are required on a field trip that extends beyond the regular school day and/or week, the following criteria will apply:

- a) Participation in a field trip shall be on a voluntary basis;
- b) All out of pocket expenses shall be covered through the school budget provided for field trips;
- c) If a field trip goes beyond the employee's regular assigned hours of work, they shall be paid up to eight (8) hours at their regular rate of pay and will be paid overtime equal to what is required pursuant to the *Employment Standards Act* for additional hours worked.
- d) If personal situations prevent an employee from participating in such activities, no pressure will be exerted to do so.

## **ARTICLE 6 WAGES**

### **Section 6.1 Pay Days**

6.1.1 The Board shall pay wages based on the bi-weekly pay period model in accordance with the wage schedules attached hereto and forming part of this Agreement. All earnings due, including overtime and casual hours worked during the time sheet period, shall be included in the period pay and shall be deposited seven (7) calendar days following the time sheet cut-off date.

6.1.2 All employees shall provide the Board written authorization to deposit all wages in the employee's account in a banking institution designated by the employee.

### **Section 6.2 Classification Changes and New Positions**

6.2.1 The setting of a job classification and accompanying wage rate in the wage schedules attached to this Agreement shall not bind the Board to create or fill such a position. However, it is understood that the Union retains the right to grieve the

classification of any employee or group of employees covered under this Agreement.

6.2.2 All new classifications and revised job descriptions shall be referred to the Job Evaluation Committee for review and rating. The maintenance procedures will be used to maintain the Job Evaluation Plan in the following instances:

6.2.2.1 Job Evaluation Committee

- a) The parties shall each appoint three (3) members to the Job Evaluation Committee.
- b) The terms of reference of the Committee shall be as set out in this Section.
- c) The Committee shall meet as required to carry out its tasks. Evaluation of positions under Section 6.2.2.2 - Evaluations and Section 6.2.2.3 - Appeal Procedures shall be completed as soon as possible after submission under Sections 6.2.2.2 a) ii), 6.2.2.2 b) i) or 6.2.2.3 a) i) as the case may be.

6.2.2.2 Evaluations

a) Creating of a new position

- i) It is the responsibility of the Board to prepare a job description whenever a new job is created.
- ii) The job description shall be referred to the Committee which will determine the appropriate rating and advise the Board.
- iii) The Board shall provide the incumbent of the new position with a copy of the job description and rating upon appointment.
- iv) If the Committee is unable to establish a rating for a newly created job prior to posting of the position, the Board may proceed with implementation using an interim rating.

b) Changes to existing positions

Job descriptions shall not be construed as prohibiting the Board from requiring incumbents to perform comparable or transient duties within the area of knowledge and skills required by the job description. However, if such additional assignments become a continuing responsibility, or they become recognized as part of the job requirement and they are of sufficient importance to potentially influence the job rating, the following procedures apply:

- i) The employee shall complete a Request for Review Form, forwarding copies to the Committee for review as soon as possible. If the Board does not deem it necessary to ask for a review, then the employee can request a review through the appeal procedure.

- ii) The Committee shall review and confirm or revise the evaluation ensuring the adequacy of the job description and/or application of the evaluation manual.
- iii) Copies of the Advice of Decision Form shall be forwarded to the Board who shall discuss the result with the employee.
- iv) If either the employee, the Union or the Board does not agree, the decision may be challenged through the appeal procedures as outlined.
- v) When a job description and evaluation is changed by the foregoing process, it shall be implemented retroactively to the date when the Request for Review Form was completed.
- vi) Any employee affected by downward adjustments shall be red circled as of the date in 6.2.2.2 b) v) above.

#### 6.2.2.3 Appeal Procedures

The appeal procedure may be used by incumbents or the Board after the job description and job rating has been completed as per Section 6.2.2.2 - Evaluations and either party feels that the job description is inadequate or the rating for the job is incorrect.

- a) Steps in the Appeal Procedure are as follows:
  - i) When there is a concern that the job description is inadequate or the rating is incorrect, it shall be referred to the Committee, who may discuss the matter with the incumbent and appropriate Employer representative(s). Concerns should be referred to the Committee as soon as possible after they become apparent.
  - ii) If the Committee agrees to a change in the job description or rating, revisions will be made and implemented accordingly.
  - iii) If the Committee does not agree that a discrepancy exists, the Committee will so advise the parties and, if they so choose, the parties can then ask that the matter be brought to a Labour Management Committee meeting for review and to provide recommendations to the Job Evaluation Committee.
  - iv) If the Committee is unable to come to a consensus, either party may pursue the matter through the arbitration process.
  - v) When a job evaluation is changed by the foregoing process, it shall be implemented retroactively to the date as in 6.2.2.5. General Maintenance Procedure.



#### 6.2.2.4 Arbitration Procedures

- a) When agreement cannot be reached in the Committee on matters involving the accuracy of job descriptions and evaluations and/or the interpretation and application of the job evaluation rating manual, the matter shall be referred to a mutually agreed upon mediator.
- b) Where mediation is unsuccessful, the matter may be referred to arbitration.
- c) The selection and subsequent appointment of an arbitrator shall be by mutual agreement between the Union and the Board. Should there not be agreement, Article 16 – Arbitration Procedure shall apply.

#### 6.2.2.5 General Maintenance Procedures

The Committee shall:

- a) Review and recommend revisions to the evaluation manual, forms and procedures as deemed necessary.
- b) Every three years or otherwise, as deemed necessary, review the rating of a sampling of jobs by the Committee for the purpose of ensuring that relativity is being maintained.

### **Section 6.3 Call Out**

6.3.1 An employee required to work in an emergency outside their regular working hours shall be paid for a minimum of two (2) hours at their regular rate, or at double (2X) time for time worked, whichever is the greater and shall be paid from the time they leave their home to report for duty until the time they arrive back upon proceeding directly from work.

6.3.2 If the Board requires an employee to remain on standby as a result of extraordinary circumstances, the Board shall consult with the Union to determine appropriate compensation for such employee.

6.3.3 When an employee is required to open and close facilities for user groups, they will be paid one hour to open and one hour to close at their regular rate of pay.

### **Section 6.4 Overtime and Call-Back Time**

Overtime and call-back time shall be divided equally where practicable among the employees engaged in similar types of operations and who are qualified to perform the work that is available and shall be on a voluntary basis.

## **Section 6.5 Maintenance Assistants, Transportation Assistants and Custodial Leadhands**

### Maintenance Assistants

6.5.1 Vacancies shall be posted for five (5) working days and a copy shall be emailed to the Secretary of the Union. For the purpose of filling these positions, the Board shall consider the qualifications and ability of applicants.

Applicants will be required to:

- a) show evidence of appropriate training in the field of work required for the position;
- b) show relevant work experience in the field of work required for the position;
- c) demonstrate leadership qualities for the position; and
- d) possess a minimum of one (1) year service with the District.

In the event the factors outlined above are relatively equal among two or more employees, seniority shall be the determining factor. The Board shall determine qualifications and ability in a fair and equitable manner.

6.5.2 Successful applicants shall be designated to the position of Maintenance Assistant and may be assigned to the position, the hours of which may increase or decrease, from time to time as required by the needs of the department, during the year to either:

- a) replace the Operations Supervisor when absent; or
- b) assist the Operations Supervisor when present.

6.5.3 When assigned to this position, these employees shall:

- a) be under the direction of the appropriate manager;
- b) follow department practices; and
- c) be responsible for the general direction and daily work assignments of the corresponding transportation or maintenance/custodial employees in their respective zone

6.5.4 Maintenance Assistants shall neither evaluate the work performance of employees nor discipline employees but shall communicate work concerns first to the employee involved, and failing resolution, to the appropriate manager.

6.5.5 The Maintenance Assistant shall be paid this allowance on all hours in accordance with CUPE 440 Schedule of Allowances, in the collective agreement.

### Transportation Assistants

6.5.6 The Transportation Assistants shall be paid this allowance on all regular hours in accordance with CUPE 440 Schedule of Allowances.

### Custodial Leadhands

6.5.7 Vacancies shall be posted for five (5) working days and a copy shall be emailed to the Secretary of the Union. For the purpose of filling these positions, the Board shall consider the qualifications and ability of applicants. Applicants will be required to:

- a) show evidence of appropriate training in the field of work required for the position;
- b) show relevant work experience in the field of work required for the position;
- c) demonstrate leadership qualities for the position; and
- d) possess a minimum of one (1) year service with the District.

In the event the factors outlined above are relatively equal among two or more employees, seniority shall be the determining factor. The Board shall determine qualifications and ability in a fair and equitable manner.

6.5.8 Custodial Leadhands shall:

- a) be under the direction of the appropriate manager and/or maintenance assistant;
- b) follow department practices; and
- c) be responsible for communicating the Supervisor's general direction and daily work assignments to the custodians assigned to the school.

6.5.9 Custodial Leadhands shall neither evaluate the work performance of employees nor discipline employees.

6.5.10 Custodial Leadhands shall receive the corresponding allowance in accordance with CUPE 440 Schedule of Allowances, in the collective agreement.

## **Section 6.6 Assignments and Substitutes**

6.6.1 An employee who, during their regular hours of work, is assigned to any job during the absence of another employee, or who performs the duties of a higher classification, shall receive the rate of pay for the job worked or their regular rate, whichever is the greater. When an employee is permanently assigned to a position paying a lower rate, their rate shall not be reduced for a period of sixty (60) calendar days.

6.6.2 No employee shall be transferred to a position outside the bargaining unit without their consent.

## **Section 6.7      Shift Differential**

### 6.7.1 Weekday Shift Differential

Where the majority of hours worked fall between 3:00 p.m. to 7:00 a.m. employees shall be paid a shift differential in accordance with CUPE Local 440 Schedule of Allowances for all hours worked.

### 6.7.2 Weekend Premium

Regular part-time employees who work less than forty (40) hours per week shall be entitled to a weekend premium of one dollar (\$1.00) per hour in addition to the regular rate of pay if working on Saturday or Sunday or until overtime conditions come into effect.

## **Section 6.8      Job Descriptions**

The Board, in consultation with the Union, agrees to prepare job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

## **Section 6.9      Classifications**

Existing classifications shall not be eliminated or changed without prior agreement from the Union in writing.

## **Section 6.10     Trade Requirements**

6.10.1 An employee required to hold more than one (1) trades qualification. The following trade qualifications are eligible to receive five (5) percent over the regular rate for each trade requirement:

- a) Additional Red Seal Trade Certificate authorized by Industry Training Authority of British Columbia (ITA) required for your position;
- b) Field Safety Representative (FSR) certificate of qualification as recognized by Technical Safety BC;
- c) Authorized Inspector licensed by the CVSE Vehicle Inspection and Standards Program.

New trade requirements not included above will be brought forward to Labour Management for discussion.

6.10.2 Any annual fees necessary to maintain required trades certification or endorsements shall be paid in full by the Board.

## **ARTICLE 7 OVERTIME**

### **Section 7.1 Entitlement**

7.1.1 For all overtime work, each employee covered by this Agreement shall be paid as follows:

- a) Employees covered under Wage Schedule "A" attached to this Agreement:  
All time worked over eight (8) hours per day or forty (40) hours per week, Monday to Saturday inclusive, shall be paid at time and one-half (1 ½) the regular rate of pay for the first two (2) hours of overtime in any day, and at double (2) the regular rate of pay thereafter until commencement of the employee's next scheduled shift.
- b) Employees covered under Wage Schedule "B" attached to this Agreement:
  - i) All time worked over seven (7) hours per day or thirty-five (35) hours per week, Monday to Saturday inclusive, shall be paid at time and one-half (1 ½) the regular rate of pay for the first two (2) hours of overtime in any day, and at double (2) the regular rate of pay thereafter until commencement of the employee's next scheduled shift, except for ii) below.
  - ii) Employees who choose to accept a posted position or casual work in another classification shall be paid in accordance with Section 7.1.1 a) above.
- c) All overtime worked on Sunday for employees covered under Wage Schedule "A" and "B" attached to this Agreement shall be paid at double (2) time for every hour worked.

### **Section 7.2 Computing Overtime Rates**

For purposes of computing the hourly overtime rate, the hourly rate shall be multiplied by one and one-half (1 ½) or two (2), as the case may be.

### **Section 7.3 Extended Overtime**

There shall be no extended amount of overtime worked in any operation while there are employees on lay-off in the same or similar type of operation, and qualified to perform the available work.

## **Section 7.4 Banked Time**

All overtime must be approved by the employee's immediate supervisor, or in their absence, the Human Resources Department.

- a) Employees will be permitted to accumulate five (5) days of banked time. Amounts in excess of five (5) days requires the approval of their immediate supervisor.
- b) Use of banked time will be granted provided that:
  - i) the request to the supervisor is made at least five (5) days in advance; and
  - ii) the time is mutually agreeable.
- c) Unused banked time at the end of any school year will be paid out in the last pay period of the school year and may not be carried over.
- d) In the case of an emergency an employee may be permitted to use banked time without having given the required five days' notice, provided the immediate supervisor of such employee so permits.

## **ARTICLE 8 STATUTORY HOLIDAYS**

### **Section 8.1 Entitlement**

8.1.1 Regular Employees, and casual employees who qualify in accordance with the *Employment Standards Act*, shall be entitled to a holiday with pay at their regular rate for each of the Statutory Holidays hereinafter set forth, or such day as the Board and the Union may mutually agree shall be taken in lieu of such Statutory Holiday. The Statutory Holidays shall be:

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

And any other day proclaimed by the Federal or Provincial Governments.

In the event that the provincial government declares Truth and Reconciliation Day as a different day than the federal government, the parties agree that only the provincial holiday will be observed.

- 8.1.2 Employees will not receive pay for Canada Day if they finish work prior to that date (such as the case of a ten (10) month employee).
- 8.1.3 Employees returning to a posted position, as well as those on the EA recall list, will receive pay for the Labour Day Statutory Holiday if working immediately prior to and/or immediately following Labour Day.
- 8.1.4 Floating Statutory Holidays

Each July 1<sup>st</sup> regular employees who have completed the probationary period shall be entitled to two (2) Floating Statutory Holidays annually, which will be taken at such times as mutually agreed upon between the Board and the employee. Floating Statutory Holidays shall be taken at no additional cost to the Board and are non-cumulative. If for operational reasons, the days provided cannot be taken at no cost to the Board, these employees may take the Floating Statutory Holidays on days that school is not in session. See Appendix "A".

**Section 8.2      Holiday During Vacations**

- 8.2.1 When any of the above Statutory Holidays fall on an employee's scheduled day off or is observed during an employee's vacation period, the employee shall receive a proportion of a day's pay based on their regular work week.
- 8.2.2 An employee required to work on a Statutory Holiday or day in lieu thereof, shall receive in addition to their regular pay for that holiday, time and one-half (1½) their regular pay for hours worked.

**Section 8.3      Employee Working on a Statutory Holiday**

Should the schools be required to be in session on any Statutory Holiday, employees required to work on such holiday will be granted an alternate day off in lieu of the Statutory Holiday worked. The alternate day off will be taken at a mutually acceptable time no later than the conclusion of the employee's next annual vacation.

**ARTICLE 9      VACATION**

The annual vacation entitlement shall be provided to employees on a pro-rata basis each pay period based on the employee's employment anniversary date as follows:

**Section 9.1      Vacation entitlement – Twelve Month Employees**

- 9.1.1 The annual vacation entitlement for twelve (12) month employees shall be provided on a pro-rata basis each pay period based on the employee's employment start date and appointed hours as follows:

Less than 6 years of continuous service	3 weeks
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After 6 years of continuous service	4 weeks
After 12 years of continuous service	5 weeks
After 22 years of continuous service	6 weeks
After 23 years or more of continuous service	6 weeks plus one day for each additional year of service

9.1.2 All twelve (12) month employees shall be granted at least two (2) weeks of their vacation during the months of July and August. By mutual agreement, additional vacation time may be arranged in any month of the calendar year. All twelve (12) month employees must submit their vacation schedule to their supervisor not later than June 1 of each school year. However, in the event of conflict of vacation date preferences, the Board will determine the choice taking into consideration seniority, and the smooth operation of the school system. Employees who fail to schedule their vacation will have their supervisor establish their vacation schedule.

9.1.3 The maximum number of unused vacation days that may be carried forward beyond Pay Period One (1) is ten (10). An employee with more than ten (10) days beyond Pay Period One (1) will have the days in excess paid out in Pay Period One (1) The maximum number of excess days paid out is five (5) per year.

**Section 9.2 Vacation Entitlement – Employees working less than twelve (12) months per year**

9.2.1 Employees working less than twelve (12) months per year, shall receive vacation pay based on the employee’s start date as follows. Vacation pay is paid out on each pay period except as in 9.2.2.

<b>Years</b>	<b>% of gross earnings</b>
Less than 6 years	6%
After 6 years	8%
After 12 years	10%
After 22 years	12%
After 23 years or more	12% plus 0.4% for each additional year

9.2.2 Annually, prior to June 20, employees working less than twelve (12) months per year, may request to the Board to accrue their vacation pay for the subsequent school year. Employees that accrue, may request in writing to have a portion of their vacation pay paid out on any other pay period during the school year. Remaining accrual will be paid out on the final pay period of the school year.

**Section 9.3 Vacation Advance**

A regular employee with at least one (1) year of permanent service with the Board may request in writing to use a portion (up to one (1) week) of their vacation entitlement in



advance. Subsequent requests will only be considered if there is a positive balance in the employee's vacation accrual.

#### **Section 9.4 Leaving Board Service**

An employee leaving the service of the Board at any time in their vacation year, before they have had their vacation, shall be entitled to a proportion of payment of their salary or wages in lieu of such vacation. When an employee dies their estate shall be credited with the value of vacation credits owing them.

#### **Section 9.5 Illness During Vacation**

Sick leave may be substituted for vacation where it can be established by the employee that an illness or disabling injury occurred requiring hospitalization while on vacation. A doctor's note will be presented to the Board by the employee in such cases.

### **ARTICLE 10 LEAVE OF ABSENCE**

#### **Section 10.1 Sick Leave**

- 10.1.1 "Sick Leave" means the period of time an employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine, or accident for which compensation is not payable under the *Workers' Compensation Act*.
- 10.1.2 a) Sick leave shall be granted to employees on a pro-rata basis on the basis of one and one-half (1½) days for every month of service. In any one year, where an employee has not had sick leave or only a portion thereof, they shall be entitled to an accrual of all the unused portion of sick leave for their future benefit up to a maximum of one hundred and thirty (130) workdays. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.
- b) If a regular employee takes a reduction of hours, for any reason, their accumulated sick leave hours shall be recalculated based on hours of the new position. At no time will the accumulated sick leave benefit exceed one hundred and thirty (130) workdays. (See Appendix "B" for calculation)
- 10.1.2 Leave without pay of one year because of illness shall be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted. At the end of one (1) year, an extension may be granted by the Board.
- 10.1.3 When an employee is granted leave of absence without pay for any reason, or is laid-off due to lack of work and returns to the service of the Board upon expiration of such leave of absence, they shall not receive sick leave credit for

the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

- 10.1.4 An employee prevented from performing their regular work with the Board as a result of an occupational accident that is recognized by the WorkSafeBC as compensable within the meaning of the Act shall have their application for benefits processed by the Board. Such accident must not have occurred while the employee was working simultaneously for another Employer.
- 10.1.5 An employee may be required to produce a certificate from a duly qualified medical practitioner for such illness certifying that such employee is unable to carry out their duties due to illness.
- 10.1.6 Employees will be paid sick leave for the time required to attend medical appointments. An employee is entitled to sick leave for the actual time they are at their appointment as well as reasonable travel time. Reasonable travel time is defined as the normal time it takes to drive from their regular work location to the location of the appointment. If the appointment or reasonable travel time falls outside of the regular work schedule the employee does not qualify for paid sick leave.
- 10.1.7 A record of all unused sick leave will be kept by the Board. An up-to-date record listing each eligible employee's sick leave credits shall be reported to each employee on the employee's pay stub.
- 10.1.8
  - a) An employee entitled to sick leave under this Article shall receive forty percent (40%) of their unused accumulated sick leave (maximum of one hundred thirty (130) days) upon:
    - i) retirement on or after the attainment of the minimum retirement age, whichever shall last occur;
    - ii) retirement with a permanent disability entitling the employee to pension;
    - iii) in the event of the death of an employee while in the service of the Board, the estate will be credited with monies, if any owing;
    - iv) employee elects severance (Section 11.8.2 d) or resigns after 15 years of continuous service; or
    - v) expiration of seniority rights, as per Section 11.6 e), on the condition that the employee has more than fifteen (15) years of continuous service with the Board.
  - b) For the purpose of this Section, the retirement age for all employees shall be in conformity with the *Public Sector Pension Act* in effect.

- 10.1.9 In case of illness to an immediate member of the family of an employee where no one other than the employee can provide for the needs of the ill person, an employee shall be entitled to use a maximum of ten (10) accumulated sick leave days per year for this purpose, after notifying their supervisor. Immediate family for the purpose of this Section shall be defined as parent, spouse, common-law partner, child and child of common-law partner. Such illness must be certified by a medical practitioner if so requested. Notwithstanding the above, at least twelve (12) days must be maintained to be used only in the case of an employee's illness or injury. (See also Section 10.3.2)
- 10.1.10 Salary for lost time due to compulsory quarantine shall be paid to an employee when certified by a medical officer, and not chargeable to sick leave.
- 10.1.11 a) Effective July 1<sup>st</sup> each year an employee having reached the maximum accumulation of one hundred and thirty (130) days shall continue to receive one and one half (1½) days per month.
- b) By each subsequent June 30<sup>th</sup> any employee with more than one hundred thirty (130) days will be able to convert each period of three (3) full days over this maximum to a one half (½) day leave of absence with pay. An employee shall have the option to take such leave with pay or be paid out. These additional days will be taken or paid to the employee on or before June 30<sup>th</sup>, at which time the employee's sick leave will be adjusted to the maximum of one hundred thirty (130) days.
- c) The maximum number of days leave with pay under this Section will be three (3) days per year.

## **Section 10.2 General Leave of Absence**

- 10.2.1 The Board shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, providing such request is made in writing and is approved by the Board. The Union shall be notified of such leaves and duration.
- 10.2.2 Employees on general leave of absence in excess of twenty (20) consecutive working days shall not accrue seniority for that period. (See also Section 10.3.2 b)

## **Section 10.3 Compassionate Leave**

### **10.3.1 Bereavement Leave**

- a) A regular employee shall be granted up to five (5) regularly scheduled work days of leave without loss of wages in the case of the death of a parent, step-parent, wife, husband, brother, sister, child, grandchild, grandparent,

mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, common-law partner, child of a common-law partner, or the employee's parents' siblings, for the purpose of mourning, preparing for and/or attending the funeral. Leave must be taken within twelve (12) months of the date of death.

- b) In the case of the death of someone other than a family member identified in a) above, a regular employee shall be granted up to one-half (½) day within School District boundaries or up to one (1) day outside School District boundaries, without loss of wages or benefits, to attend a funeral in the capacity of a pall bearer or mourner, provided such employee has notified their supervisor or department head. Such time off shall be granted only if the funeral occurs during the employee's normal working hours.
- c) With the location of a funeral necessitating additional time because of travel, a reasonable amount of additional leave without pay may be granted upon request. (See also Section 10.2.2)

#### 10.3.2 Family and Serious Illness Leave

- a) In the case of serious illness in the immediate family, a regular employee shall be entitled to a maximum of five (5) days paid leave for that illness, after informing their immediate supervisor. Immediate family, for the purposes of this Section, shall be defined as a parent, step-parent, mother-in-law, father-in-law, spouse, partner, common-law partner, child, step-child, child of a common-law partner, grandchild, brother, or sister. Serious illness in the family shall be defined as an illness which the patient's physician considers sufficiently critical to require the employee's presence at the bedside. The Employer may request a letter of verification from the patient's physician. Serious illness shall also include time to transport an immediate family member to a medical facility for medical referrals that pertain to the serious illness inside or outside the East Kootenays.
- b) Additional unpaid leave may be requested with no loss of seniority for a maximum leave of ninety (90) calendar days. Such leave shall be at no cost to the Board. Benefit costs may be paid by the employee if so desired, provided the carrier permits coverage. (See also Section 11.5)

#### **Section 10.4 Jury/Witness Duty**

The Board shall grant leave of absence without loss of seniority to an employee who serves as juror or witness in any court. The Board shall pay such an employee the difference between their normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

## Section 10.5 Pregnancy/Parental Leave

- 10.5.1 Upon written request, leave of absence without pay and without loss of seniority for Maternity Leave shall be granted in accordance with the *Employment Standards Act*, Part 6, Maternity Leave.
- 10.5.2 Upon written request, leave of absence without pay and without loss of seniority for Parental Leave is granted in accordance with the *Employment Standards Act*, Part 6, Parental Leave.
- 10.5.3 An employee returning to work after such leave shall provide the Employer with at least two (2) weeks' notice. The returning employee shall be reinstated in their former position or a comparable position, with all increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken. The Employer shall continue to make its contributions toward the premiums for group benefits during the period of the leave.
- 10.5.4 Where a doctor's certificate is provided stating that a longer period of pregnancy/parental leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. The employee intending to return to work after pregnancy or parental leave shall provide the Board with at least two (2) weeks' notice. On return from pregnancy or parental leave the employee shall be reinstated in their former position with all benefits to which the employee would have been entitled, had the leave not been taken.
- 10.5.5 a. Supplemental Employment (Pregnancy) Benefit Plan will be implemented
- a) When a pregnant employee takes a pregnancy leave to which they are entitled pursuant to the *Employment Standards Act*, the Board shall pay the employee:
    - i) Ninety percent (90%) of their current wages for the first week of the leave; and
    - ii) When the employee is not eligible to receive EI pregnancy benefits, ninety percent (90%) of their current wages for the second week of the leave; or
    - iii) When the employee is eligible to receive EI pregnancy benefits, the difference between ninety (90%) of their current wages and the amount of EI Pregnancy benefits received by the employee for the second week of the leave; and
    - iv) When a regular employee is eligible to receive EI pregnancy benefits, the difference between seventy-five (75%) of their current wages and the amount of EI Pregnancy benefits received by the employee for a further fifteen (15) weeks.

- v) The Board agrees to enter into the Supplementary Employment Benefit (SEB) plan agreement required by the *Employment Insurance Act* in respect of such pregnancy payments.

b. Extended Pregnancy Leave

At least one (1) month in advance of the expiry of the pregnancy leave, an employee may request, in writing, an extension of the pregnancy leave for an additional period of up to six (6) months, subject to Board approval. The extended pregnancy leave shall be without pay and benefits and shall not accrue seniority. Benefit costs may be paid by the employee if so desired, provided the carrier permits coverage.

**Section 10.6 Parental/Adoption Leave**

On the birth of a child or in the case of adoption or legal guardianship, a regular employee may apply for and be granted leave with pay up to a maximum of two (2) days. Leave shall be granted for the date of birth or adoption and the day immediately following, unless otherwise approved by the Board.

**Section 10.7 Leave for Union Business**

10.7.1 The Board agrees that time spent in settling grievances during regular working hours by Union Representatives, shall be considered as time worked, provided that such time shall not exceed a total of twenty-four (24) working hours in any one month unless mutually agreed otherwise. The Union agrees to forward to the Board a written list of names of such Union Representatives, a record of time spent by each Union Representative in settling disputes and a list of replacements obtained for Union Representatives who are required to be absent to settle disputes.

10.7.2 The Board agrees to grant time off, without pay during any working day to officers of the Union in the employ of the Board for Union business purposes, provided:

- a) that such time off shall not exceed a combined total of twenty-four hundred (2400) working hours per school year unless mutually agreed;
- b) that a written list of the names of such officers in the employ of the Board shall be forwarded to the Human Resources Office for this purpose;
- c) that the Board is advised by the Union each day, via the Leave of Absence request, that such officers will be absent.

10.7.3 In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave their work without obtaining permission of their supervisor, such permission shall not be unduly withheld.

- 10.7.4 The Board agrees to grant a leave of absence without pay, not more than two (2) weeks after application from the Union stating the intended duration of such leave, to a Local Union Officer for business purposes provided a suitable substitute can be obtained, or to any employee who may be elected by the Union to a full-time position in the CUPE Local to this Agreement, or who is elected to public office. The intended duration of such leave must be specified. It is agreed that such leave of absence shall be renewed upon application providing that such leave of absence shall not exceed a period of two (2) years at any one time or for the term of public office, whichever is the longer. It is agreed that the seniority of any employee so elected shall not be adversely affected and shall accrue during such leave.
- 10.7.5 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in contract negotiations with the Board during scheduled collective bargaining sessions. The Union agrees to notify the Board of the names of such employees, whose number for the purpose of this Section shall not exceed a total of five (5) employees at any one time.
- 10.7.6 The Board shall pay employees on CUPE business their regular wages and shall submit a bill at least quarterly to the Secretary Treasurer of the Union for reimbursement of wages and benefits.

### **Section 10.8 Military Leave**

A regular employee enlisting in the Canadian Armed Forces in time of war shall retain and continue to accrue seniority during the period of enlistment in time of war, provided that the employee resumes employment with the Board within six (6) months of discharge from the Canadian Armed Forces.

### **Section 10.9 Union Conventions or Education Seminars**

- 10.9.1 Leave of absence with pay and without loss of seniority shall be granted, upon request to the Board by the Union, to employees elected or appointed to represent the Union at Union conventions, or education seminars. Such time shall not exceed a total of forty-eight (48) hours in any one (1) year. Any additional days requested shall be granted without pay and without loss of seniority.
- 10.9.2 The Board shall pay employees on CUPE business their regular wages and shall submit a bill to the Secretary Treasurer of the Union for reimbursement of wages and benefits.

### **Section 10.10 WorkSafeBC**

- 10.10.1 All employees shall be covered by the *Workers Compensation Act*. No employee shall have their employment terminated as a result of absence from work with a

compensable injury or claim. Pending settlement of the insurable claim, including appeals, the employee shall continue to accrue seniority and shall continue to receive the full benefits of this Agreement.

- a) WorkSafeBC shall remit the employee's benefit payments to the Board and the employee shall receive an equivalent amount of compensation from the Board.

10.10.2 An employee receiving compensation benefits under the *Workers Compensation Act* shall continue to accrue vacation credits and sick leave credits for a maximum period of twelve months from date of injury. All other benefits as outlined in Article 12 of the Collective Agreement shall continue to be paid by the School District for employees while they are absent from work with a compensable injury or claim.

### **Section 10.11 Citizenship Leave**

An employee shall be allowed up to one (1) day off with pay to obtain their Canadian Citizenship.

### **Section 10.12 Educational Leave**

An employee may request an educational leave without pay for all or part of their regular working day to take any course approved by the Board. Employees who become ineligible for benefits by working less than seventeen and one-half (17.5) hours per week may continue their benefits at no cost to the Board, provided the carrier permits coverage. There will be no loss of seniority for the first year of such leave.

### **Section 10.13 Deferred Salary Leave Plan**

The Board and the Union shall maintain a mutually acceptable deferred salary leave plan, subject to the plan being at no direct cost to the Board.

### **Section 10.14 Cultural Leave**

Indigenous employees are entitled to up to two (2) days leave with pay per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.

A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.



## **ARTICLE 11 SENIORITY**

### **Section 11.1 Seniority Defined**

- 11.1.1 Seniority is length of service that a regular employee has with the Board. The application of seniority shall be on a bargaining unit-wide basis except as provided herein.
- 11.1.2 The word “regular” refers to a full-time or part-time employee who has been appointed to a permanent position and has completed their probationary period.

### **Section 11.2 New Employees' Probationary Period**

When a permanent position is filled by a new employee, the employee is hired on probation. A probationary period shall consist of three (3) months service in the appointed position and shall commence on the employee’s permanent appointment date. During this time, they shall be considered a casual employee only, and no seniority rights shall be recognized. On completion of probation the employee shall be entitled to seniority rights from their permanent appointment date.

### **Section 11.3 Casual Employees**

- 11.3.1 A casual employee is a person employed by the Board to perform services for which no permanent position exists, or to perform services for which a permanent position exists, the incumbent of which is temporarily unable to perform their duties.
- 11.3.2 No seniority shall accrue for a casual employee unless that employee is appointed, by letter, to a full or part-time permanent position with the Board, thereby attaining the status of regular employee.
- 11.3.3 For purposes of determining seniority, a casual employee who becomes a regular employee shall be credited with each day in which that employee worked a full or part-time shift in the two-year period immediately prior to the employee’s permanent appointment date.
- 11.3.4 The seniority date of the employee shall be the date at which the employee was appointed to a permanent position back-dated by the number of weekdays equal to the number of full or part-time shifts worked by the employee in the two (2) year period immediately prior to the employee attaining regular status.
- 11.3.5 Casual employees may apply and may be considered for vacant positions that have not been filled through the normal posting process before these positions are made available to the general public.

## **Section 11.4 Seniority List**

11.4.1 The Board shall maintain a seniority list showing the date upon which each employee's service commenced. The seniority list shall indicate the zone to which the employee is assigned. For the purpose of this Article, zone shall be defined as the predecessor School District (Kimberley, Windermere or Golden) to which they were hired. Should an employee transfer from one zone to another, through the bidding process, they shall bring their seniority from their predecessor zone.

11.4.2 The seniority list shall be updated January 31<sup>st</sup> each year and a copy forwarded to the Union. Employees shall have thirty (30) days from the time of issuance to notify the Board of any errors or omissions. A final seniority list shall be distributed after all matters raised have been addressed.

## **Section 11.5 No Loss of Seniority**

No loss of seniority and/or benefit entitlement shall occur if a regular employee is absent from work because of sickness, accident, WorkSafeBC Claim, maternity leave, parental leave, temporary lay-off, or approved general leave of absence up to twenty (20) working days.

## **Section 11.6 Loss of Seniority**

A regular employee shall lose their seniority only in the event:

- a) The employee is discharged for just cause and is not reinstated;
- b) The employee resigns in writing;
- c) The employee is absent from work in excess of three (3) working days without notifying the Board, unless such notice was reasonably not possible;
- d) The employee fails to return to work within ten (10) calendar days of being notified to return to work from lay-off, provided the position has an equivalent number of hours; or
- e) In a layoff situation when:
  - i) an employee with up to one year of service is laid-off for a period of twelve (12) months excluding any temporary appointments;
  - ii) an employee with one to five years of service is laid-off for a period of eighteen (18) months excluding any temporary appointments; or
  - iii) an employee with five plus years is laid-off for a period of twenty-four (24) months excluding any temporary appointments.
- f) If an employee is transferred outside of the bargaining unit for more than ninety (90) calendar days.

## **Section 11.7      Transfer Out of the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority as per Section 11.5 for a period of ninety (90) calendar days, during such time they will continue to pay Union dues and accrue seniority. Such employee shall have the right to compete for posted vacancies within the bargaining unit during this period. If the employee returns to the bargaining unit prior to the expiry of the ninety (90) calendar day period, the employee will be returned to their former position.

## **Section 11.8      Layoffs and Rehiring**

### 11.8.1 a)      Definition of Layoff

- i)      A layoff shall be defined as an elimination or any reduction in a regular employee's hours of work.
- ii)     The layoff procedure does not apply to the normal work stoppage of employees working less than twelve (12) months unless their positions are to be made redundant or reduced in hours.
- iii)    Layoff options in 11.8.1.c.iv and 11.8.2.d (Elect Severance) do not apply to route reductions of fifteen (15) minutes or less per day for School Bus Drivers unless the same employee is reduced more than once in a five-year period.

### b)      Notice of Layoff

The Board shall provide a regular employee with written notice, thirty (30) calendar days prior to their effective date of layoff. If the employee has not had an opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

### c)      Order of Layoff

An employee shall be laid-off in the reverse order of their bargaining unit-wide seniority within their zone. An employee about to be laid-off may choose one of the following options (See explanation in Section 11.8.2):

- i)      accept reduction in hours;
- ii)     exercise bumping rights;
- iii)    retain seniority rights; or
- iv)    elect severance.

Within seven (7) calendar days of receipt of a written layoff notice, the laid-off employee shall indicate in writing to the Board which option they choose.

d) Education Assistants

In order to facilitate and maintain educational stability throughout the school year the following practices will apply to the filling of all Education Assistant placements and vacancies:

i) May 15<sup>th</sup> of each school year:

- Any employees remaining on the Education Assistant recall list from the previous year shall be removed and considered to be on layoff.
- Certified Education Assistants employed in a position or on leave will indicate their preference for the following school year by completing the Education Assistant Preference Questionnaire distributed by the Human Resources Department.

ii) May 31<sup>st</sup> of each school year:

- Taking into consideration the Preference Questionnaire and seniority the Human Resources Department will make preliminary assignments for the following school year for positions that will be twenty-five (25) hours a week or more.
- Layoff notices are issued as per Article 11.8.1 b)

iii) June 1<sup>st</sup> to August 31<sup>st</sup> of each school year

- All new and remaining positions will be posted for Certified Education Assistants first, followed by non-Certified Education Assistants. This process will follow Posting and Filling 11.10.2 and 11.10.10. This includes those who have already received a preliminary assignment.

iv) September 1<sup>st</sup> to October 15<sup>th</sup> of each school year:

- New Education Assistant positions will be filled with casual employees based on qualifications. Priority will be given to Certified Education Assistants on the recall list.

v) by October 15<sup>th</sup> of each school year:

- All positions are posted.
- Only Education Assistants on the recall list are eligible to apply for these positions.

- Education Assistants appointed to a permanent position shall be entitled to access their sick leave benefits retroactively for any eligible absences taken prior to October 15<sup>th</sup>.

vi) After October 15<sup>th</sup> of each school year:

- Education Assistants working twenty-five (25) hours per week or more are not eligible to apply for positions that would result in a change of work location.

vii) Benefit Coverage While in Layoff:

- All regular Education Assistants who were participating in the School District's Benefit Program, when laid off on June 30<sup>th</sup>, will continue to have benefit coverage until October 31<sup>st</sup> of each year. Education Assistants who are not placed in a position meeting the eligibility requirements will have their benefits terminate October 31<sup>st</sup>. Education Assistants will be able to continue coverage, upon approval of the carriers, by paying their own premiums while maintaining seniority. (See also Section 12.2.4)

viii) Specialized Training:

- In the event that extensive and/or specialized training is required in order to work effectively with a student and such training is provided to an Education Assistant at Board expense, the employee may need to be assigned to that student for more than one school year. If this circumstance occurs, the Union and the Board will mutually agree on terms of the arrangement. When a position is posted that requires such specialized training it will be stated on the posting that the Board will provide the training to the successful applicant.

## 11.8.2 Layoff Options

a) Accept Reduction in Hours:

In the event an employee's hours are reduced, the employee may accept the reduction and remain in the reduced assignment.

b) Exercise Bumping Rights:

- A laid-off employee may bump within their zone.
- Once an employee indicates they intend to exercise their bumping rights, the Human Resources Department will provide a Positions Report, listing those positions to which they can bump according to seniority.

- iii) An employee exercising their bumping rights must indicate in order of preference, those classifications within their zone which they have the qualifications and ability to bump into. The employee will be required to outline their qualifications.
- iv) Within three (3) working days of receipt of the employee's decision to bump, the Employer will advise the employee of the positions that they are qualified to bump into (also see 11.10.2 and 11.10.3). Within an additional three (3) working days the employee will indicate, in writing, the position(s) that they are claiming.
- v) A laid-off employee who exercises their right to bump shall be provided with a thirty (30) working day familiarization period in the position into which they bump, at which time the Board will determine their suitability in the position (this will not be considered a training period). The familiarization period is provided to assist the employee in becoming acquainted with the day to day operations of this position. A laid-off employee changing positions shall have their familiarization period run concurrently with their trial period. (See also Section 11.10.5 a) Trial Period)
- vi) When an employee holds more than one part-time position, the positions shall be considered separate when exercising bumping rights.
- vii) The right to bump shall include the right to bump up into any classification provided the employee exercising their bumping rights has the necessary qualifications and ability.
- viii) A part-time employee with more than one part-time position may exercise their right to bump if any of their positions are reduced in hours or made redundant. Such an employee will only be allowed to bump into a position provided that it does not conflict with their existing hours of work and will not put the employee in an overtime position.
- ix) An employee may bump into one or more positions to bring their total regular hours to the number of regular hours held prior to being laid-off.
- x) The Labour Management Committee will make every reasonable effort to minimize the "ripple" effect of the bumping process and to ensure an expeditious and orderly transition in the event of layoff.

c) Retain Seniority Rights

A laid-off employee not choosing a) or b) above may retain their seniority rights for bidding purposes and accessing casual work. A laid-off employee accepting a temporary position shall have their bidding rights reinstated. (See also Section 11.6 e))

d) Elect Severance

A laid-off employee may choose to sever their employment with the Board and accept the following severance pay:

- i) Two (2) weeks' pay where the employee has completed a period of at least six (6) consecutive months; and
- ii) After completion of the period of employment of three (3) consecutive years, one (1) additional week's pay for each subsequent completed year of employment, an additional week's pay to a maximum of eight (8) additional weeks of pay.
- iii) An employee choosing severance may elect severance pay at the time notice of lay-off is received, during the period of lay-off, or upon loss of seniority.
- iv) An employee choosing severance pay forfeits their right to seniority.
- v) An employee who receives severance pay under the provisions of this clause and who is subsequently rehired within a twelve (12) month period of termination by the Board, shall reimburse the Board for any severance pay received in ten (10) equal monthly installments.
- vi) An employee with two (2) part time positions may choose severance from both if laid-off from one of their positions which amounts to at least seventy-five percent (75%) of their total hours.

Severance Summary

<u>Service with the Board</u>	<u>Severance</u>
6 consecutive months	2 weeks pay
3 consecutive years	3 weeks pay
4 consecutive years	4 weeks pay
5 consecutive years	5 weeks pay
6 consecutive years	6 weeks pay
7 consecutive years	7 weeks pay
8 consecutive years	8 weeks pay
9 consecutive years	9 weeks pay
10+ consecutive years	10 weeks pay

- vii) See also Section 10.1.8 a)

### 11.8.3 No New Employees

New employees shall not be hired until those employees laid-off from the zone, for which the vacancy exists, have exercised their seniority rights.

## **Section 11.9 Responsibilities of Laid-Off Employees**

11.9.1 It shall be the responsibility of the laid-off employee to notify the Board of changes in their postal address.

11.9.2 It shall be the responsibility of the laid-off employee to be aware of current job postings.

## **Section 11.10 Posting and Filling**

### 11.10.1 Posting Information

- a) In the event of a vacancy occurring in any position covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted, and on the School District website for five (5) full working days and a copy of the posting shall be e-mailed to the Union Executive. Such posting and notice shall contain the following information: location in which the position exists, nature of the position, required ability, hours of work, wage rate, and the closing date for accepting applications. Applications must be made electronically. The Union shall be advised of the name of the successful applicant within seven (7) days following their appointment.
- b) All posted jobs shall be filled within ten (10) working days of the closing date, unless there are extenuating circumstances.
- c) All postings that occur during between July 1 and August 14 will be posted for a minimum of eight (8) working days on the School District website.

### 11.10.2 Role of Seniority in Job Postings

- a) The Board agrees that in making staff changes, transfers, or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications and ability to do the job. Where more than one (1) employee in the bargaining unit applies for the same position, the most senior applicant within the zone shall be awarded the position provided the employee possesses the ability and qualifications to do the job. Where more than one (1) employee in the bargaining unit applies for the same position, and there are no applications from employees within the zone, the most senior applicant shall be awarded the position provided the employee



possesses the ability and qualifications to do the job. Where the senior applicant is not considered to possess the required qualifications and/or ability to do the job, a letter outlining reasons for the decision will be sent to the applicant with a copy to the Union.

- b) The Board shall determine qualifications and ability in a fair and just manner.

#### 11.10.3 Qualifications

- a) In a case of an employee changing classification through the bidding process, and requiring new qualifications or certification, the Board shall give consideration to any employee who does not possess the required qualifications but are preparing to become qualified prior to filling the vacancy. Such an employee will be given an opportunity to qualify within three (3) months or revert to their former position(s) if the required qualifications are not met within such time.
- b) In Sections 11.10.1, 11.10.2 and 11.10.3 of this Article, the Board shall determine qualifications in a fair and equitable manner.

#### 11.10.4 Increased Hours

- a) Any position that has its hours increased by more than one (1) hour per day or five (5) hours per week in the same school year shall be posted as a vacancy in accordance with Sections 11.10.1 and 11.10.2. The incumbent would be considered to be in a lay-off position in accordance with Section 11.8.
- b) Any position that has its hours increased by no more than one (1) hour per day or five (5) hours per week, will not be posted as a vacancy. This shall only be allowed one time in the same school year.
- c) Where more than one (1) position in a worksite could be affected, and all other considerations are equal, seniority shall govern.
- d) The Board and the Union shall mutually agree to any change allowed under this Section prior to implementation.

#### 11.10.5 Trial Period

- a) A regular employee, entering a new classification shall be considered to be on trial for a period of three (3) months. Conditional on satisfactory service, the appointment shall become permanent after the period of three (3) months. At any time during the trial period, the employee may choose to return to their previous position as soon as operationally feasible.

- b) In the event the successful applicant proves unsatisfactory in the position, they shall be returned to their former position without loss of seniority at the applicable rate of pay. Any other employees promoted or transferred because of the rearrangement of positions shall if necessary be returned to their former positions, as soon as operationally feasible.

#### 11.10.6 Temporary and Casual Vacancies

- a) A temporary position is defined in Section 1.2.4.
- b) This Section shall not apply to temporary replacements of five (5) weeks or less necessitated by illness, injury, or leave of absence, or replacement of employees on vacation or for temporary filling of vacancies. When filling temporary vacancies exceeding five (5) weeks duration the Employer will consider applications from regular employees within the zone. Where a regular employee is assigned to a temporary position, they shall be returned to their former position upon completion of the temporary term. The posting and filling of temporary vacancies exceeding five (5) weeks duration shall be in accordance with Sections 11.10.1 and 11.10.2 except as modified by this Section. Temporary postings shall not exceed one (1) calendar year in duration, and if the vacancy continues shall be posted as a permanent position after one (1) calendar year from the original date of temporary posting. (See also Section 11.10.8 b))
- c) A regular employee shall have the right to access casual work within their zone provided they qualify for the position. A regular employee interested in casual work will be required to notify the Human Resources Department in writing specifying location(s) and classification(s). Casual work will be shared as equitably as possible among qualified Casual Work Database applicants.
- d) For vacancies less than five (5) days, a regular employee has a right to access this work as long as it does not affect their permanent position. If it is known that a vacancy is over (five) 5 days, a regular employee has the right to access this work and leave their permanent position.
- e) The Board reserves the right to deny an employee's request to access casual work where it is not operationally feasible.

#### 11.10.7 Accommodation for Disabled Employees

- a) Any employee covered by this Agreement who becomes incapacitated due to injury or illness which prevents them from performing the duties of their permanent position shall be provided with suitable alternate employment to the point of undue hardship. There shall be no reduction in pay if the employee's permanent position is modified. In the event the employee assumes the full duties of another classification, they shall be paid the rate of pay for that classification. The employee's pay may come from a variety of sources.

- b) The Board and the Union recognize the benefit of enabling a disabled employee to return to suitable work as early as the employee is willing and able. For the purpose of this Article “disabled employee” is defined as an employee who is unable to perform the full duties of their regular job due to occupational or non-occupational accident or illness.
- c) For each disabled employee who is able to perform work, the Board in consultation with the Union, a medical practitioner and the employee shall cooperatively develop a “Modified Work Plan”. The Work Plan will consider the employment needs and abilities of the disabled employee, the workplace needs, and the interests of the Union. In the event of a dispute on medical grounds, the matter will be referred to an independent medical authority agreed to by the parties.
- d) The underlying principle behind each Modified Work Plan is to create a suitable position by modifying the employee’s permanent position through changes to both the employee’s position and/or to other positions. With due regard to seniority, a reserved vacancy may also be considered to facilitate the employee’s return to full employment status.
- e) It is understood that the Union and Board reserve their right of access to the grievance procedure up to and including arbitration should there be disagreement with the application of these Modified Work Plan provisions.

#### 11.10.8 Long Term Disability

- a) An employee returning from Long Term Disability within one (1) year will assume their previous position. The temporary incumbent will be given ten (10) working days’ notice that the term appointment is completed and shall return to their former position.
- b) If, after one (1) year on Long Term Disability, there is no immediate expectation that the employee will be able to return to work within six (6) weeks, the position will be posted as a permanent vacancy. (See also Section 11.10.6 b))
- c) The employee on Long Term Disability will be considered, for the purposes of this Section only, to be in lay-off status as per Section 11.8. The employee may continue in this status for an indefinite period of time. Seniority will continue to accrue only for the period provided for in Section 11.6 e).
- d) If, at some point thereafter, the employee on Long Term Disability is able to return to their regular duties, they will provide, thirty (30) days written notice of their intent to return and shall do so in accordance with the bumping provisions of the Collective Agreement. If the employee is unable to return to their regular duties due to a disability, the employee shall return to work under the provisions of Section 11.10.7 - Accommodation for Disabled Employees.

#### 11.10.9 Outside Advertising

No outside advertisement for a vacancy to recruit additional employees shall be made until after such posting has been completed unless mutually agreed to between the parties.

#### 11.10.10 Staffing with Unqualified Candidates

- a) It is recognized that occasionally the Board may be unable to fill a position with a candidate possessing the minimum qualifications.
- b) If no qualified applicants are identified after internal posting and external advertising, the Board may fill the position with a candidate who may lack some of the minimum qualifications. Such a candidate shall be compensated at the regular rate of the posted category, unless there is a classification rate in the wage schedules for unqualified employees. The following conditions will apply and will be communicated to the candidate:
  - i) The assignment will be temporary and will not exceed twelve (12) months in duration for a twelve (12) month position and ten (10) months in duration for seasonal positions. However, depending on the qualifications needed, the temporary position may be of longer duration subject to agreement between the parties.
  - ii) Should the need for the position still exist at the conclusion of the temporary assignment, the position will be re-posted.
  - iii) The candidate will be encouraged to complete the minimum qualifications for the position and the Board will assist through the normal professional development practices.
  - iv) The Human Resources Department will advise the Union of its intentions to appoint an unqualified candidate.

### **Section 11.11 Notification**

11.11.1 The Union shall be notified within five (5) working days of all appointments, hiring, transfers, layoffs, re-hiring and terminations of employment for employees covered under this Agreement.

11.11.2 A regular employee returning from a leave of absence, whose position was filled with a temporary appointment, shall provide the Board with thirty (30) days written notice.

### **Section 11.12 Grievances Concerning Lay-off and Seniority Rights**

Grievances concerning layoffs and seniority rights shall be initiated at Step Two of the Grievance Procedure. (See also Section 15.1)

## **ARTICLE 12 EMPLOYEE BENEFITS**

### **Section 12.1 Municipal Pension**

- 12.1.1 All employees covered by this Agreement who have been in the employ of the Board for three (3) full months of continuous service shall apply for pension in conformity with the *Public Sector Pension Act*.
- 12.1.2 The Board will pay to each employee hired prior to October 1, 1998 with service in excess of five (5) years, who is not covered by the *Public Sector Pension Act*, an amount equal to one (1) week's pay for each year of service, upon retirement.

### **Section 12.2 Medical, Dental and Extended Health Benefit Coverage**

- 12.2.1 An eligible employee who has completed their probationary period may participate in the mutually approved medical plan and in the extended health benefit plan as referenced in Appendix C – Provincial Standardization Support Staff Benefit Plan. The Board will pay one hundred percent (100%) of the regular monthly premium.
- 12.2.2 An eligible employee who has completed the probationary period may participate in the dental plan. Minimum coverage on the plan shall be as follows:
- Plan A Basic Services 100% payment of claims,
  - Plan B Prosthetic appliances - Crown and Bridge 50% payment of claims,
  - Plan C Orthodontal - lifetime maximum \$3,500.00 per person. 50% of claims.
- The Board shall pay one hundred percent (100%) of the monthly premium.
- 12.2.3 In the event the employee is on sick leave, the Board's contribution shall be for a maximum of one (1) year from commencement of such leave. Thereafter the employee may maintain coverage by paying the full premium through the Board if they so desire.
- 12.2.4 In the event of a layoff the Board agrees to pay its share of the monthly premium up to a maximum of two (2) months. In the event of a longer layoff, an employee so affected shall have the right to continue the coverage through direct payments provided the plan permits such coverage.
- 12.2.5
- a) "Eligible employee" shall be defined as any regular employee who has completed their probationary period and who has an aggregate appointment of seventeen and one-half (17.5) hours per week or more. (See also Section 11.3)
  - b) Casual employees working in a temporary position of not less than three (3) months and having the requisite number of hours to access sick leave and benefit plans shall have the right to access these plans as outlined in the Agreement. Unless mutually agreed otherwise, benefits coverage will terminate at the expiration of the temporary appointment.

12.2.6 The Board agrees to pay its share of the monthly premiums for the full year so that a regular employee who qualifies for benefits and works a minimum of ten (10) months will have continuous year-round coverage for the plans this employee is participating in.

### **Section 12.3 Group Life Insurance**

An eligible employee who has completed their probationary period of employment shall participate in a mutually acceptable group life insurance plan in the amount of \$45,000 coverage or one and one-half (1½) times the employee's annual income whichever is greater for each participant. The Board shall pay one hundred percent (100%) of the cost of premiums.

### **Section 12.4 Long Term Disability Plan**

An eligible employee who has completed their probationary period, shall participate in a mutually approved Core Long Term Disability Program by The Public Education Benefits Trust (effective March 1, 2003, Amended September 22, 2017)

The Parties have agreed to participate in the Public Education Benefits Trust Joint Early Intervention Service (JEIS).

### **Section 12.5 Employee and Family Assistance Program**

12.5.1 The Board shall provide an Employee and Family Assistance Program to Union members as jointly negotiated by the EFAP Committee.

12.5.2 The committee recommendation shall not bind either party to adopt the recommended EFAP or cost sharing arrangement.

12.5.3 The Board shall pay fifteen dollars (\$15.00) annually for all employees covered under this Agreement to the District's EFAP provider to access their services.

## **ARTICLE 13 GENERAL PROVISIONS**

### **Section 13.1 Accommodation**

By mutual agreement proper accommodation shall be provided for employees to have their meals and keep their clothes.

### **Section 13.2 Courses of Instruction**

13.2.1 The Board agrees to pay the full cost of any course of instruction required by the Board for any employee to better qualify the employee to perform their job. Such

payments shall be made upon the successful completion of the course. Prior approval of any course must be obtained in writing from the Board.

- 13.2.2 When a short course of instruction has been arranged by the Board and attendance is mandatory, an employee will be paid for the full number of hours in attendance Overtime is applicable per Article 7.1.1.

### **Section 13.3 Personal Expenses**

All out-of-pocket expenses incurred by an employee because of the requirements of the Board and in the performance of their duties will be paid by the Board, up to the maximum approved by the Board policy. Lodging expenses shall be paid subject to the prior approval of the appropriate supervisor.

### **Section 13.4 Tool Provisions**

- 13.4.1 The Board shall supply all tools required by an employee to perform their duties.

### **Section 13.5 Bulletin Board**

The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location in all worksites under the jurisdiction of the Board providing that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union.

### **Section 13.6 Notice of Termination**

An employee wishing to terminate their employment with the Board is expected to give two (2) weeks' notice. A Record of Employment for the summer lay-off of permanent staff will be issued in conformity with the Employment Insurance regulations.

### **Section 13.7 Subcontracting**

- 13.7.1 No regular employee covered by this Agreement shall lose their job or suffer reduction in regular working hours as a result of the Board contracting out any work. The Board agrees that any work or services presently performed by the bargaining unit shall not be contracted out except in cases of emergency when no bargaining unit employee is available. This may be varied subject to mutual agreement between the parties.

- 13.7.2 The word "regular" refers to full-time and part-time employees, excluding casuals.

### **Section 13.8 Technological Change**

Section 54 of the B.C. Labour Relations Code shall apply to all matters regarding Technological Change in the workplace.

## **Section 13.9 Bus Trips (Other Than Regular Routes)**

13.9.1 CUPE drivers shall be used for all trips where more than fourteen (14) students are involved, whether the trip is curricular or extracurricular, with the following exceptions:

- a) If the trip is within the zone or in the case of the Kimberley zone to the City of Cranbrook.
- b) If two (2) or more school teams (more than fourteen (14) students in total) are traveling to the same destination but the tournament schedule is such that it makes sense to make transportation arrangements separately for each team.
- c) For trips in excess of five hundred (500) km. one way, a charter bus registered in accordance with the *Motor Vehicle Act* may be considered.

### 13.9.2 Access to Bus Trips

Regular drivers, or casual drivers who have been appointed to a temporary position and have been in a position for three (3) months or more, have preference over casual drivers for bus trips.

### 13.9.3 Calculation for Payment on Bus Trips

- a) Calculation for payment shall be from departure at the bus garage or regular parking area until the return to the bus garage or regular parking area plus warm up and clean up time.
- b) Driving time includes pre/post trip inspections and is paid at the regular rate of pay for the first eight (8) hours of driving time and at one and one-half (1½) times the driver's regular rate for driving time over eight (8) hours.
- c) Standby time is defined as when the driver is required to be available or to stay with the bus. Standby time is to be paid at the regular rate of pay.
- d) Mandatory off-duty time (non-paid time) shall be eight (8) consecutive hours as per Motor Vehicle Transportation Act.
- e) Multi-day trips
  - i. On the first day of a multi-day trip, drivers will be paid their regular rate from pre-trip inspection until the beginning of their mandatory off-duty time.
  - ii. On the last day of a multi-day trip, drivers will be paid their regular rate from the end of their mandatory off-duty time until completion of post-trip inspection



- iii. Days in between the first and last day of the trip drivers shall be paid eight (8) hours at regular time or hours worked whichever is greater.
- f) In-zone trips:
  - i. Drivers will be paid a minimum of two (2) hours for in-zone trips, except when the trip is immediately before or immediately after a bus route.

#### 13.9.4 Expenses on Bus Trips

- a) The driver will be provided a private room for any overnight trips.
- b) Drivers will receive expense reimbursement as provided for in Board Policy.

### **Section 13.10 No Discrimination**

The Board agrees that there shall be no intimidation or discrimination with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, marital or parental status, physical and mental disability, nor by reason of their membership or activity in the Union or any other reason. The Board shall comply in all respects with those provisions outlined in the Federal and Provincial Human Rights Legislation.

### **Section 13.11 Sexual/Personal Harassment**

13.11.1 The Board and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence. Employees are encouraged to seek support and advice from the Union and/or a representative of the Board to seek rectification of the situation expeditiously and in an appropriate manner.

13.11.2 The employee, with their Union representative and/or immediate supervisor or next appropriate level of supervision, is encouraged first to discuss the matter with the alleged harasser to resolve the issue. An employee who has a concern regarding sexual or personal harassment is not required to discuss the matter with the alleged harasser.

13.11.3 If the matter cannot be resolved the employee may address the issue through the grievance procedure.

13.11.4 Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice or endangers an employee's employment status or potential. Cases of sexual harassment shall be considered as discrimination and eligible to be processed as a grievance.

13.11.5 Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation. Cases of personal harassment shall be considered as discrimination and eligible to be processed as a grievance.

### **Section 13.12 Working at Home**

The parties to this Agreement agree that all work performed for the Employer shall be on the Employer's premises or to and from the Employer's premises. In no case shall an employee be permitted to enter into an agreement which could conflict with the above, without prior consent of the Union.

### **Section 13.13 Indemnification Clause**

13.13.1 The Employer shall indemnify and save harmless any employee from any damages or costs awarded against their and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

13.13.2 Section 13.13.1 does not provide a defense where:

- a) An employee has, in relation to the conduct that is the subject matter of the action, been found guilty of dishonesty, gross negligence or malicious or willful misconduct; or
- b) The cause of the action is libel or slander.

### **Section 13.14 Labour Management Committee**

Upon the request of the Board or Union, a Labour Management Committee, consisting of not more than four (4) members of the Board and not more than four (4) members of the Union, will meet within two (2) weeks of the request to discuss any matters of importance to either group. The attendees will be named prior to the meeting.

- a) Function:

All matters of mutual concern, which may include but are not restricted to performance of work, operations issues, hours of work, and other working conditions, may be referred to the Labour Management Committee for discussion. The Committee shall not have the authority to alter, modify, or change the Collective Agreement.

- b) Time off for meeting:

Any representative of the Union on the Labour Management Committee, who is in the employ of the Board, shall have the privilege of attending committee meetings without loss of remuneration.

### **Section 13.15 Copyright Infringement**

Any employee whose job requires the copying and/or reproduction of material shall not be held responsible for any copyright infringement violation incurred on behalf of the Board while performing the required work.

### **Section 13.16 Apprenticeship Program**

It is agreed by both parties that should an Apprenticeship Program be implemented; the Board will permit present employees to apply for the position(s) pursuant to Section 11.10. The British Columbia Industry Training Authority requirements will apply to such applications.

### **Section 13.17 Professional Development**

13.17.1 The Board acknowledges the importance of promoting professional development of its employees. The Board and Union shall determine appropriate professional development activities for employees.

13.17.2 a) The Board agrees to pay the full cost of any course of instruction required by the Board for any Education Assistant to better qualify the employee to perform their job. Such payments shall be made upon the successful completion of the course. Prior approval of any course must be obtained in writing from the Board.

b) The Parties agree that all Non-Instructional Days, in the school calendar, will be used for professional development activities for those Education Assistants, Intervenors, Youth Care Workers and Administrative Assistants who have not been scheduled previously for work. If professional development activities do not consume the entire workday, employees may return to work to complete their shift. For employees whose regular hours of work are less than the professional development activities, they will be permitted to attend the entire workshop with pay.

13.17.3 The Board will provide two hundred and fifty dollars (\$250.00) per year for each regular Education Assistant, who works seventeen and half (17.5) hours/week or more and is employed by October 31<sup>st</sup>. Procedures for administration of the funds are:

a) The Union shall administer the funds for Education Assistant initiated professional development.

b) The Union may allocate 50% of the Board's annual contribution back to the Board so that funds may be used more efficiently by providing

professional development opportunities to Education Assistants collectively. Such sessions shall be mutually agreed to by the Parties.

#### 13.17.4 Service Improvement Allocation of Fund

The parties agree that Service Improvement Allocation funding outlined in the Provincial Framework Agreement of 2019 will be used for service enhancements that are beneficial to students. The Local Table Allocations monies are ongoing and will commence on July 1, 2020.

These enhancements will include professional development activities for employees. Employees will be advised of training opportunities in advance. Schedules of training will be provided in advance and registration will be required to monitor the hours attended.

The District is under no obligation to expend more than the Service Improvement Allocation of \$41,824.27 as indicated in the Local Table Allowance.

#### **Section 13.18 Employee's Phone Access to the Board**

The Board shall provide telephone access for an employee needing to contact the Payroll and/or Human Resources Departments, at no cost to the employee.

#### **Section 13.19 Personal Automobile**

13.19.1 An employee shall not be required as a condition of employment to supply a vehicle to perform their duties. An employee agreeing to use their private automobile to carry out their duties shall obtain their supervisor's approval to do so and will be paid a mileage allowance in accordance with Board Policy.

13.19.2 The Board, with the agreement of the Union, may determine that a position will require an employee to provide a personal automobile as a condition of employment.

### **ARTICLE 14 SAFETY**

The Union and the Board shall cooperate in continuing and perfecting the safety measures now in effect.

#### **Section 14.1 Safety Committee**

A Safety Committee(s) shall be established in accordance with the *Workers' Compensation Act*.

## **Section 14.2 Unsafe Practices**

An employee is encouraged to bring to light any activity or unsafe practice(s) that may be detrimental or pose a hazard to other employees or the public in general, provided the employee has first contacted their immediate supervisor and/or their Health and Safety Committee Representative.

## **Section 14.3 Protective Clothing**

It is agreed that the Board will advise when protective clothing is prescribed by *Work Safe BC* Regulations Part 8 (Personal Protection Clothing and Equipment). In addition to the Regulation, the Board will:

- a) provide each Operations employee with one (1) smock per year;
- b) reimburse each regular Custodian up to one hundred dollars (\$100) per year for appropriate footwear as per District Practice 10955; and
- c) reimburse each regular Journeyman and Tradesperson up to three hundred dollars (\$300) once every two (2) years for CSA approved footwear.

## **Section 14.4 Vaccinations**

A regular employee at risk of contracting Hepatitis B, or other contagious diseases, as a result of their employment, may be vaccinated against these hazards, the cost of which shall be borne by the Board.

## **ARTICLE 15 GRIEVANCE PROCEDURE**

Before a formal grievance is filed, the employee and/or the Zonal Vice-President or other designated Union Representative may meet with the employee's supervisor in an attempt to resolve the issue. This discussion shall be without prejudice to the grievance procedure.

### **Section 15.1 Steps 1 - 3**

In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

#### Step 1

The Union shall submit a grievance, in writing, via email to the Human Resources Department. A representative of the Union and the employee, if they so desire, shall endeavour to settle the dispute with the employee's non-union supervisor.

Failing to reach a satisfactory settlement of the grievance within ten (10) working days after it's submission, to the Human Resources department, the grievance may be referred to Step 2.

### Step 2

The Union shall submit a grievance, in writing, via email to the Human Resources Department. A representative of the Union and the employee, if they so desire to attend, shall endeavour to settle the dispute with the Human Resources Manager. Failing to reach a satisfactory settlement of the grievance within ten (10) working days after it's submission, to the Human Resources department, the grievance may be referred to Step 3.

### Step 3

The Union shall submit a grievance, in writing, via email to the Human Resources Department. Representatives of the Union and the employee, if they so desire to attend, shall meet with a Grievance Committee of the Employer. Such Committee shall be comprised of two (2) members who have not been involved in the grievance process.

The Committee and the Union shall, if they so desire, have its advisors in attendance. Failing to reach a satisfactory settlement within ten working (10) days, after it's submission to the Human Resources department the matter may be referred to and dealt with by Arbitration as set forth in Article 16.

## **Section 15.2 Matters of General Application**

Should the Board or the Union initiate the grievance, the matter shall be dealt with between the parties as set out in Section 15.1 - Step 2.

## **Section 15.3 Time Limit re: Filing Grievances**

- 15.3.1 If a dispute is not submitted within sixty (60) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the dispute procedure shall be at an end.
- 15.3.2 The parties agree that each Step of the Grievance Procedure should be initiated within fifteen (15) working days of the decision of the previous Step.
- 15.3.3 Extensions to all time limits stated in Section 15.1 and 15.3 shall be granted, provided the request is made in writing, and the granting of the extension is in writing, and are agreed to by both parties involved.

#### **Section 15.4 Correspondence re: Grievances**

Grievances and replies to grievances shall be in writing at all stages, with a copy of all correspondence being given to the President. Grievances settled satisfactorily within the time allowed shall be applied retroactively to the date the grievance was filed.

#### **Section 15.5 Censure of Employee**

Whenever the Board deems it necessary to censure an employee in a manner indicating that dismissal may follow, the Board shall, within five (5) days thereafter, give written particulars of such censure to the Union.

#### **Section 15.6 Dismissal of Employee**

An employee may be dismissed only for just cause and only upon the authority of the Board. The supervisor may suspend an employee but shall immediately report such action to the Board. Such employee and the Union shall be advised promptly in writing by the Board of the reason for such dismissal or suspension. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike, or refusal of an employee to deal with any business establishment involved in a legal strike. This provision shall be inapplicable to any employee in respect of their refusal to work or to cross such picket line if they have permission of the striking Union to cross such picket line or to so deal.

#### **Section 15.7 Employee Reinstated**

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

#### **Section 15.8 Criticism of Employee**

Any written criticism of an employee by the Board will be copied to the employee and the Union at the time of filing. (See also Section 2.2)

#### **Section 15.9 Wrongful Dismissal**

An employee considered by the Union to be wrongfully or unjustly discharged shall be entitled to a hearing under Article 15 - Grievance Procedure. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

## **Section 15.10 Evidence**

In case of discipline the burden of proof of just and reasonable cause shall rest with the Board. In the subsequent grievance proceedings or arbitration hearings, evidence shall be limited to the grounds stated in a letter of discipline which will be given to the employee within five (5) working days of the notice of discipline, unless a criminal investigation could be jeopardized by such.

## **ARTICLE 16 ARBITRATION PROCEDURE**

### **Section 16.1 Appointment of Arbitrators**

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing, addressed to the other party of the Agreement. Within five (5) days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party. Notwithstanding the above, the parties may by mutual agreement refer the dispute to a sole arbitrator, with each party paying one-half (1/2) the cost of such arbitrator. The arbitrator shall be from the Labour Relations Board, Arbitration Services and have the same powers as an Arbitration Board.

### **Section 16.2 Arbitration Board Procedures**

The Arbitration Board may determine its own procedures but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation within sixty (60) days from the time the Chairman is appointed. The decision of the majority shall be the decision of the Board of Arbitration.

### **Section 16.3 Decision of Arbitration Board**

- 16.3.1 Except in errors of law, the decision of the Board of Arbitration shall be final and binding on all parties. An Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which is deemed just and equitable.
- 16.3.2 Should the parties disagree as to the meaning of the decision; either party may apply to the Chairman of the Board to reconvene with Board of Arbitration to clarify the decision, which it shall do within three (3) days.



#### **Section 16.4 Expenses of Arbitration Board**

Each party shall pay:

- a) the fees and expenses of the Arbitrator it appoints; and
- b) one-half (½) the fees and expenses of the Chairman.

#### **Section 16.5 Extension of Time Limits re: Grievance and Arbitration Procedures**

The time limits fixed in both the grievance and arbitration procedures shall be considered directory and may be extended by mutual agreement of the parties to this agreement.

#### **Section 16.6 Employee Assistance re: Grievance and Arbitration Procedures**

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned, as witness, and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to any part of the Board's premises to view the working conditions which may be relevant to the settlement of the grievance.

### **ARTICLE 17 DURATION OF AGREEMENT**

#### **Section 17.1**

This Agreement shall remain in effect from July 1, 2022 to June 30, 2025, inclusive, and from year to year thereafter unless mutually amended by the parties.

#### **Section 17.2**

The operation of Section 50, Subsection (2) and (3) of the Labour Code is hereby specifically excluded and shall not be applicable to this Agreement.

#### **Section 17.3**

It is agreed that all conditions presently in force that are consistent with this Agreement shall continue to be in full force and effect.

#### **Section 17.4 Copies of Agreement**

17.4.1 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print, at its own cost, sufficient copies of the Agreement within thirty (30) days of signing.

17.4.2 The Board and the Union agree that neither party has the right to alter this Agreement or working conditions unilaterally.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT UNDER SEAL SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

Signed for and on behalf of the Board of Education of School District No. 6 (Rocky Mountain)

Signed for and on behalf of Canadian Union of Public Employees Local 440

\_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary Treasurer

\_\_\_\_\_  
Committee Member

**WAGE SCHEDULE "A"**

<b>Position</b>	<b>01-Jul-22</b>	<b>01-Jul-23</b>	<b>01-Jul-24</b>
	<b>\$0.25; and 3.24% GWI</b>	<b>5.5% GWI; plus 1.25% COLA</b>	<b>2% GWI; plus COLA*</b>
Bus Driver (Before 09/30/98)	\$ 27.06	\$ 28.89	\$ 29.46
Bus Driver (Final Rate)	\$ 25.70	\$ 27.43	\$ 27.98
Custodian	\$ 24.07	\$ 25.69	\$ 26.20
Journeyman Certified	\$ 33.80	\$ 36.08	\$ 36.80
Labourer	\$ 19.33	\$ 20.63	\$ 21.04
Information & Communications Technology (ICT) Services Assistant	\$ 27.94	\$ 29.82	\$ 30.42
IT Systems Specialist	\$ 33.32	\$ 35.56	\$ 36.28
Student	\$ 19.33	\$ 20.63	\$ 21.04
Technical Services Assistant	\$ 25.75	\$ 27.49	\$ 28.04
Tradesman I	\$ 25.70	\$ 27.43	\$ 27.98
Tradesman II	\$ 24.07	\$ 25.69	\$ 26.20
Transportation Assistant (new rate)	\$ 28.35	\$ 30.26	\$ 30.87
Transportation Assistant (before 9/30/98)	\$ 29.71	\$ 31.72	\$ 32.35

\* July 1, 2024 COLA adjustments will be confirmed by PSEC in March each year. 2024 COLA max is 1%.

NOTE A: Where employees are engaged in work of different classifications, they shall receive the appropriate rates for the work performed on a pro-rata basis.

NOTE B: An employee required to hold dual trades qualifications shall receive five (5%) over their regular rate for each extra trade required.

**WAGE SCHEDULE “B”**

<b>Position</b>	<b>01-Jul-22</b>	<b>01-Jul-23</b>	<b>01-Jul-24</b>
	<b>\$0.25; and 3.24% GWI</b>	<b>5.5% GWI; plus 1.25% COLA</b>	<b>2% GWI; plus COLA*</b>
Adult Crossing Guard	\$ 22.41	\$ 23.93	\$ 24.40
Clerk Typist – Library	\$ 23.50	\$ 25.08	\$ 25.59
Kitchen Assistant – Cashier	\$ 23.31	\$ 24.89	\$ 25.38
Intervenor	\$ 33.32	\$ 35.56	\$ 36.28
Intervenor (non-certified)	\$ 30.01	\$ 32.04	\$ 32.68
Library Technician	\$ 26.71	\$ 28.51	\$ 29.08
Lunch Program Aide	\$ 24.88	\$ 26.56	\$ 27.09
Noon Hour Supervisor	\$ 21.77	\$ 23.24	\$ 23.71
Resource Centre Administrative Assistant	\$ 24.80	\$ 26.47	\$ 27.00
Administrative Assistant	\$ 26.71	\$ 28.51	\$ 29.08
Education Assistant	\$ 26.71	\$ 28.51	\$ 29.08
Education Assistant (non-certified)	\$ 23.50	\$ 25.08	\$ 25.59
Youth Care Worker	\$ 27.94	\$ 29.82	\$ 30.42
Non-certified Youth Care Worker	\$ 25.14	\$ 26.84	\$ 27.38
Braille Transcriptionist	\$ 26.71	\$ 28.51	\$ 29.08

\* July 1, 2024 COLA adjustments will be confirmed by PSEC in March each year. 2024 COLA max is 1%.

NOTE A: Where employees are engaged in work of different classifications, they shall receive the appropriate rates for the work performed on a pro-rata basis.

NOTE B: An employee required to hold dual trades qualifications shall receive five (5%) over their regular rate for each extra trade required.

NOTE C 10% difference in wages is maintained between Youth Care Worker and Non-certified Youth Care Worker with Non-certified Youth Worker wage 10% less than Youth Care Worker wage.

**SCHEDULE OF ALLOWANCES**

<b>Allowance</b>	<b>01-Jul-22</b>	<b>01-Jul-23</b>	<b>01-Jul-24</b>
	<b>3.24% GWI</b>	<b>5.5% GWI; plus 1.25% COLA</b>	<b>2% GWI; plus COLA*</b>
Lead Hand Allowance	\$ 0.56	\$ 0.60	\$ 0.61
Maintenance Assistant Allowance	\$ 3.52	\$ 3.76	\$ 3.83
Maintenance Assistant Allowance - Final Rate	\$ 2.65	\$ 2.83	\$ 2.89
Transportation Assistant Allowance	\$ 2.65	\$ 2.83	\$ 2.89
Technical Assistant Allowance	\$ 2.65	\$ 2.83	\$ 2.89
Dual Trades Allowance	\$ 1.67	\$ 1.79	\$ 1.82
Weekday Shift Differential Allowance	\$ 0.56	\$ 0.60	\$ 0.61

\* July 1, 2024 COLA adjustments will be confirmed by PSEC in March each year. 2024 COLA max is 1%.

	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>
Weekend Premium	\$1.00	\$1.00	\$1.00

## APPENDIX "A"

### **Floating Statutory Holiday**

#### **Article 8.1.4 Floating Statutory Holidays**

Each July 1<sup>st</sup> regular employee who have completed the probationary period shall be entitled to two (2) Floating Statutory Holidays annually, which will be taken at such times as mutually agreed upon between the Board and the employee. Floating Statutory Holidays shall be taken at no additional cost to the Board and are non-cumulative. If for operational reasons, the days provided cannot be taken at no cost to the Board, an employee may take the Floating Statutory Holidays on days that school is not in session.

#### **District Practice:**

#### **When can floater days be taken?**

The District's interpretation of the above article is that Floater days should be taken only when there is no disruption or minimal disruption to the school or the provision of educational service. Floater days must be requested by the employee. If not requested and taken they are not paid.

12-month employees - are able to take their two (2) floaters at a time when there is no disruption to the school quite easily - Christmas, Spring break, NI days and during the summer.

10-month employees - are able to take their two (2) floater days with no disruption to the school at Christmas, Spring break, and NI days. Requests to take the days during the school year may be made and be taken with the approval of the employee's supervisor.

#### **No additional cost to the Board:**

There are no issues with twelve (12) month employees as floater days are always taken at a time when a substitute is not required. A ten (10) month employee who works one hundred ninety (190) days a year is eligible for two (2) floater days and they could receive pay for one hundred ninety-two (192) days. The cost to the Board for each ten (10) month position could therefore be one hundred ninety-two (192) days.

## Examples:

A school year of one hundred ninety (190) working days is used in the examples below.

1. Ten (10) month employee takes floater days at Christmas or Spring Break, no substitute is required.  
Employee is paid for 190 days + 2 floater days = 192 days  
Substitute is paid = 0 days  
Cost to Board = 192 days
2. Ten (10) month employee requests and receives approval from supervisor to take two (2) floater days when school is in session and a substitute is not required.  
Employee is paid for 188 days + 2 floater days = 190 days  
Substitute is paid = 0 days  
Cost to Board = 190 days
3. Ten (10) month employee requests and receives approval from supervisor to take one (1) floater day when school is in session and a substitute is not required.  
Employee is paid for 189 days + 1 floater day = 190 days  
Substitute is paid = 0 days  
Cost to Board = 190 days  
(employee is eligible to take one (1) more floater day)
4. Ten (10) month employee requests and receives approval from supervisor to take one (1) floater day when school is in session and a substitute is required.  
Employee is paid for 189 days + 1 floater day = 190 days  
Substitute is paid = 1 day  
Cost to Board = 191 days  
(employee is eligible to take one (1) more floater day)
5. Ten (10) month employee requests and receives approval from supervisor to take two (2) floater days when school is in session and a substitute is required.  
Employee is paid for 188 days + 2 floater days = 190 days  
Substitute is paid = 2 days  
Cost to Board = 192 days

## APPENDIX “B”

### **Sick Leave**

#### **Article 10.1.2**

Sick leave shall be granted to employees on a pro-rata basis on the basis of one and one-half (1 ½) days for every month of service.

#### **How is sick leave calculated?**

Sick leave is calculated based on an employee’s average workday (weekly hours divided by 5 days).

#### **Examples:**

1. Employee A has a 25 hour per week position. Their schedule is 6.25 hours per day Monday - Thursday.  
  
$$25 \text{ hours per week} / 5 \text{ days} = \text{an average of } 5 \text{ hours per day}$$
$$5 \text{ hours per day} \times 1.5 \text{ days/month} = 7.5 \text{ hours of sick leave accrued per month}$$
2. Employee B has a 25 hour per week position. Their schedule is 5 hours per day Monday - Friday.  
  
$$25 \text{ hours per week} / 5 \text{ days} = \text{an average of } 5 \text{ hours per day}$$
$$5 \text{ hours per day} \times 1.5 \text{ days/month} = 7.5 \text{ hours of sick leave accrued per month}$$
3. Employee C has a 10 hour per week position. Their schedule is 5 hours per day Tuesday and Thursday.  
  
$$10 \text{ hours per week} / 5 \text{ days} = \text{an average of } 2 \text{ hours per day}$$
$$2 \text{ hours per day} \times 1.5 \text{ days/month} = 3 \text{ hours of sick leave accrued per month}$$
4. Employee D has a 40 hour per week position with 200 hours of accumulated sick benefit. Employee D takes a new position of 20 hours per week.  
  
$$\text{Hours of accumulated sick time} / (\text{hours per week/days per week}) = \text{days of accumulated sick time}$$
$$200 / (40/5) = 25 \text{ days of accumulated sick in current position}$$



Days of accumulated sick time x (previous hours per week/new hours per week)

$25 \times (40/20) = 50$  days of accumulated sick in new position

Days of accumulated sick time in new position x (new hours per week/days per week)

$50 \times (20/5) = 200$  hours of accumulated sick benefit in new position

## Family Sick Leave

### Article 10.1.9

In case of illness to an immediate member of the family of an employee where no one other than the employee can provide for the needs of the ill person, an employee shall be entitled to use a maximum of ten (10) accumulated sick leave days per year for this purpose, after notifying their supervisor. Immediate family for the purpose of this Section shall be defined as parent, spouse, common-law partner, child and child of common-law partner. Such illness must be certified by a medical practitioner if so requested. Notwithstanding the above, at least twelve (12) days must be maintained to be used only in the case of an employee's illness or injury.

#### Who is eligible for family sick leave?

Employees who maintain a balance of more than 12 days of sick leave.

#### How is family sick leave calculated?

When an employee is eligible for family sick leave, up to 10 days of sick leave will be transferred to the family sick leave accrual.

#### Example:

Employee A has a 25 hour per week position. Therefore, their average day is 5 hours.

##### Case 1 for Employee A:

Sick Leave Accrual Balance	200 hours (40 days)
Transfer to Family Sick Leave	<u>50 hours (10 days)</u>
Sick Leave Accrual Balance	150 hours (30 days)

##### Case 2 for Employee A:

Sick Leave Accrual Balance	80 hours (16 days)
Transfer to Family Sick Leave	<u>20 hours ( 4 days)</u>
Sick Leave Accrual Balance	60 hours (12 days)

## **Adjusting the accruals**

The sick leave and family sick leave accruals will be adjusted regularly in order to maintain the 12-day minimum sick leave requirement and to track the annual 10-day limit for the use of family sick leave.

If an employee has more than 22 days in their sick leave accrual, 10 days will be transferred to their family sick leave accrual; otherwise the excess over 12 days will be transferred.

## APPENDIX “C”

### Provincial Standardized Support Staff Benefit Plan



#### Unionized Support Staff Provincial Standardized Extended Health Plan Improvements

EXTENDED HEALTH	Current Provincial Standardized Extended Health Plan	Year 1	Year 2
Reimbursement	80% until \$1,000 paid per family per calendar year, then 100%	80% until \$1,000 paid per family per calendar year, then 100%	80% until \$1,000 paid per family per calendar year, then 100%
Annual Deductible	\$100 (Single/Family)	\$100 (Single/Family)	\$100 (Single/Family)
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Termination Age	Retirement (No age limit)	Retirement (No age limit)	Retirement (No age limit)
<b>Prescription Drugs</b>			
Drug Formulary	Blue Rx	Blue Rx	Blue Rx
Pay-Direct Drug Card	Yes	Yes	Yes
Per Prescription Deductible	\$0	\$0	\$0
Sexual Dysfunction	Not Covered	Not Covered	Not Covered
Oral Contraceptives	Covered	Covered	Covered
Fertility	\$7,500 per lifetime	\$7,500 per lifetime	\$7,500 per lifetime
Smoking Cessation <sup>1</sup>	Not Covered	Not Covered	Not Covered
<b>Medical Services and Supplies</b>			
Medi-Assist	Included	Included	Included
Out-of-province Emergency Medical	Covered (100% reimbursement)	Covered (100% reimbursement)	Covered (100% reimbursement)
Ambulance	Covered	Covered	Covered
Hospital	Private or Semi-private	Private or Semi-private	Private or Semi-private
In-home Nursing Care	Covered	Covered	Covered
Hearing aids	\$1,000 per 5 years for Adults and per 2 years for Children	\$1,000 per 5 years for Adults and per 2 years for Children	\$1,000 per 5 years for Adults and per 2 years for Children
Miscellaneous Services and Supplies (subject to reasonable and customary limits as defined by the Insurer)	Covered	Covered	Covered
Orthopedic shoes	\$400 per year for Adults, \$200 per year for Children	\$400 per year for Adults, \$200 per year for Children	\$400 per year for Adults, \$200 per year for Children
Orthotics	\$400 per 2 years (adults and children)	\$400 per 2 years (adults and children)	\$400 per 2 years (adults and children)
<b>Vision and Paramedical</b>			
<b>Vision Care</b>			
Maximum	\$400 per 24 months	\$400 per 24 months	\$550 per 24 months
Eye exams	\$75 per 24 months	\$75 per 24 months	\$75 per 24 months
Prescription Sunglasses	Included in Vision Maximum	Included in Vision Maximum	Included in Vision Maximum
<b>Paramedical services</b>			
Naturopath	\$400 per year	\$400 per year	\$500 per year
Chiropractor	\$400 per year	\$400 per year	\$600 per year
Massage therapist	\$750 per year	\$1,200 per year	\$1,200 per year
Physiotherapist	\$750 per year	\$750 per year	\$900 per year
Psychologist	\$400 per year	\$600 per year	\$850 per year
Speech therapist	\$400 per year	\$400 per year	\$500 per year
Acupuncturist	\$400 per year	\$400 per year	\$500 per year
Podiatrist/Chiropodist	\$400 per year	\$400 per year	\$500 per year
<b>Notes</b>			
- Eligibility of individuals and premium sharing arrangements are unaffected. - Benefits are subject to reasonable and customary limits as defined by the insurer. - Blue RX is a dynamic drug program provided by PBC that is continuously refined with features that include, but are not limited to: managed care formulary, special authorization enforcement, low cost alternative price controls, and reasonable and customary mark-up and dispensing fee limits, for example. <sup>1</sup> Smoking Cessation covered under MSP			

**APPENDIX “D”**

**Letter of Understanding**

**Between**

**School District 6 (Rocky Mountain)  
And**

**Canadian Union of Public Employees Local 440**

**RE: Creation of an Accrued Vacation Account for Twelve (12) Month Employees**

It is understood that effective July 1, 2019, all twelve-month employees that have remaining vacation accrual frozen. Employees that had vacation in their accrual on June 30, 2019 will have those vacation hours placed in an accrued vacation account.

Employees with a balance in an accrued vacation account may request a one-time accrued vacation payout annually on June 20. The minimum amount that will be paid out is forty (40) hours or the balance of the accrual.

When an employee leaves Board service, their vacation will be paid out as per CA Section 9.5.

Signed 24 of June, 2019.

Signed for and on behalf of the Board of Education of School District No. 6 (Rocky Mountain)

Signed for and on behalf of Canadian Union of Public Employees Local 440

“Dale Culler”

“Ann Purvis”

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Secretary Treasurer

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President

“Amanda Garand”  
Human Resources Manager

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**APPENDIX "E"**

**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, 2022 to June 30, 2025

**2. Wages Increases**

General wage increases as follows:

July 1, 2022:                \$0.25 per hour wage increase plus an additional 3.24%

July 1, 2023:                5.5% and up to 1.25% COLA adjustment

July 1, 2024:                2.0% and up to 1.0% COLA adjustment

The COLA adjustments will be the annualized average of BC CPI over twelve months per paragraph 4 below

**3. Wage Increase Retroactivity**

- a. Employees employed on the date of ratification who were employed on July 1, 2022 shall receive retroactive payment of wage increases to July 1, 2022.
- b. Employees hired after July 1, 2022 who were employed on the date of ratification, shall have their retro-active pay increase pro-rated from their date of hire to the date of ratification.

- c. Employees who retired between July 1, 2022 and the date of ratification, shall have their retro-active pay increase pro-rated from July 1, 2022 to date of retirement.

#### **4. COLA Adjustment**

The provincial parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in paragraph 2 of the Provincial Framework Agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

#### **5. Public Sector 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, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the K-12 Provincial Framework Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This paragraph 5 is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

2. For the purposes of calculating the general wage increases in paragraph 1:
  - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
  - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This paragraph 5 will be effective during the term of the K-12 Provincial Framework Agreement.

## 6. Local Table Bargaining Money

Provide ongoing funding to the support staff local tables in the amount of:

Year	Amount	District Minimum
2022/2023	\$11,500,000	\$40,000
2023/2024	\$13,800,000	\$50,000
2024/2025	\$17,800,000	\$60,000

This money will be prorated according to student FTE providing that each district receives the district minimum amount.



The district and local must reach agreement on its use and implementation as part of their local discussions. The money may not be used for a general wage increase.

## **7. Provincial Labour Management Committee**

The parties agree to maintain a Provincial Labour Management Committee (PLMC) to discuss and problem solve issues of mutual provincial interest, including issues referred from provincial committees established under this Framework Agreement. 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 local grievances or have the power to bind local parties 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 provincial 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 2022 Framework Agreement and agree to include Workplace Health and Safety as a standing agenda item.

## **8. 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) Enable the provision of education opportunities to enhance and support the understanding, recognition and reconciliation process with Indigenous Peoples;
- e) Enable the provision of education opportunities to enhance and support equity, diversity, and inclusion as well as cultural safety;
- f) Skills enhancement for support staff;
- g) EA curriculum module development and delivery;
- h) 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 update, not later than January 31, 2023, the terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Labour Management Committee (PLMC).

**Funding:**

Commencing July 1, 2022, there will be \$50,000 of annual funding allocated for the purposes set out above. Commencing July 1, 2024, there will be an additional \$1,000,000 of annual funding allocated for the purposes set out above.

**9. Safety in the Workplace**

The parties agree that prevention of violence in the workplace is of paramount importance. The parties commit to providing a healthy and safe working environment that includes procedures to minimize the risk of workplace violence, such as Individual Safe Work Instructions or equivalent and the obligation to report and investigate incidents of workplace violence.

**10. Provincial Joint Health and Safety Taskforce**

The provincial parties will establish a Provincial Joint Health and Safety Taskforce of not more than four (4) members appointed by CUPE and four (4) members appointed by BCPSEA. Each provincial party will consider the appointment of subject matter experts in occupational health and safety. Either provincial party may bring resource people as required, with advance notice to the other party. These resource people will be non-voting and at no cost to the taskforce. Costs associated with this Taskforce will be provided from existing SSEAC funds.

The Provincial Joint Health and Safety Taskforce will:

- a) develop Terms of Reference to support training on the 2021 Workplace Violence Prevention Toolkit and the joint health and Safety Evaluation Tool;
- b) support the Support Staff Education Committee (SSEC) in the development of training related to the 2021 Workplace Violence Prevention Toolkit;
- c) provide a joint communication on the availability of training related to the 2021 Workplace Violence Prevention Toolkit for all Occupational Health and Safety Committees;
- d) review and update as required the Joint Health and Safety Evaluation Tool resulting from the 2019-2022 Provincial Framework Agreement;
- e) provide the reviewed Joint Health and Safety Evaluation Tool to each school district and local union;
- f) Identify and share best practices for the development of Individual Safe Work Instructions or equivalent.

## **11. Job Evaluation**

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

- Review the results of the phase one and phase two pilots and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Gather data from all school districts and match existing job descriptions to 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.
- Develop a methodology to convert points to pay bands - The confirmed method must be supported by current compensation best practices.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

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

It is recognized that the work of the committee is technical, complicated, lengthy and onerous. To accomplish the objectives, the parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) 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.

When the JE plan is ready to be implemented, and if an amendment to an existing collective agreement is required, the JE Committee will work with the local School District and Local Union to make recommendations for implementation. Any recommendations will also be provided to the Provincial Labour Management Committee (PLMC).

As mutually agreed by the provincial parties and the JE Committee, the disbursement of available JE funds shall be retroactive to January 2, 2020-

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 have been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

The committee will report out to the provincial parties regularly during the term of the Framework Agreement. Should any concerns arise during the work of the committee they will be referred to the PLMC.

Create a maintenance program to support ongoing implementation of the JE plan at a local, regional or provincial level. The maintenance program will include a process for addressing the wage rates of incumbents in positions which are impacted by implementation of the JE plan.

The provincial parties confirm that \$4,419,859 of ongoing annual funds will be used to implement the Job Evaluation Plan.

Effective July 1, 2022, there will be a one-time pause of the annual \$4,419,859 JE funding. This amount has been allocated to the local table bargaining money. The annual funding will recommence July 1, 2023.

## **12. Committee Funding**

There will be a total of \$150,000 of annual funding allocated for the purposes of the Support Staff Education Committee, the Provincial Labour Management Committee and the Provincial Joint Health and Safety Committee.

## **13. Public Education Benefits Trust**

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

## **14. Benefits**

- a. Effective July 1, 2023, provide \$3 million dollars as ongoing annual funding to explore enhancements to the Standardized Extended Health Plan, including dental coverage, counselling and other improvements to benefits.

A one-time joint committee of up to four representatives appointed by BCPSEA and up to four representatives appointed by support staff unions will determine the enhancements to be implemented.

Any residual from the benefits standardization will be allocated to the Job Evaluation Fund.

- b. Effective July 1, 2023, provide \$1,000,000 one-time money to the PEBT to be 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 considerations, and relapse response.

## **15. Production of Local Collective Agreements**

BCPSEA commits to providing a draft 2022 local collective agreement which includes all negotiated updates, within 30 days of ratification by the local parties. The draft collective agreement will be provided in editable format with changes tracked for the local parties to review.

## **16. 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.

## **17. Unpaid Work**

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

## **18. Education Assistant Credential Standardization**

Should the Ministry of Education initiate discussions regarding standardized credentials for Education Assistants, the provincial parties will each send a letter to request participation in the process.

## **19. Provincial Framework Bargaining 2025**

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. \$250,000 will be allocated as of July 1, 2023.

## **20. Provincial Dispute resolution**

The provincial parties may mutually agree to refer a dispute under Provincial Framework Agreement to final and binding arbitration.

## **21. Funding**

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

## **22. Employee Support Grant**

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.

## **23. Adoption of the Provincial Framework Agreement**

The rights and obligations of the local parties under this Provincial Framework Agreement are of no force or effect unless the collective agreement has been ratified by both parties no later than January 25, 2023, or a later date as established by the provincial parties if the local parties are engaged in mediation.

Dated this 15th day of September, 2022.

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

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

"Paul Simpson"

"Justin Schmid"

"Kirsten Daub"

"Jeff Virtanen"

"Gray Boisvert"

"Tammy Carter"

"Michelle Bennett"

"Patti Pocha"

### **BC Public School Employers' Association**

"Leanne Bowes"

"Bruce Anderson"

"Alan Chell"

"Kyle Uno"

"Tammy Sowinsky"

"Rae Yu"

"Richard Per"

"Ken Dawson"

“Denise Bullock”

“Nancy Brennan”

“David Bollen”

“Eric Harvey”

“Monica Brady”

“Alex Dounce”

“Warren Williams”

“Tim DeVivo”

“Jane Massy”

“Amber Leonard”

“Jason Franklin”

“Christina Forsyth”

“Tammy Murphy”

“Jeannette Beauvillier”

“Daun Frederickson”

“Tracey O’Hara”

“Katarina DiSimo”



Provincial Framework Agreement – Appendix A

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, 2022**

This Employee Support Grant (ESG) establishes a process under which employees covered by 2022 – 2025 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, 2022.

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 January 25, 2023 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 15<sup>th</sup> September, 2022 by:

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BCPSEA  
Leanne Bowes

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K-12 Presidents' Council  
Paul Simpson