

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SCHOOL DISTRICT NO. 59 (PEACE RIVER SOUTH)**



**AND**

**TEAMSTERS LOCAL UNION NO. 31**



**EFFECTIVE JULY 1, 2022 TO JUNE 30, 2025**

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BETWEEN: BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 59 (PEACE RIVER SOUTH)  
(hereinafter called the Board)

**OF THE FIRST PART**

AND: TEAMSTERS LOCAL UNION NO. 31  
(hereinafter called the Union)

**OF THE SECOND PART**

**IT IS MUTUALLY AGREED:**

**ARTICLE 1 - PURPOSE**

The purpose of this Agreement is to promote and maintain harmonious relations between the employer and employees, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste, unnecessary expense and avoidable delays in carrying on the work.

**ARTICLE 2 - UNION RECOGNITION**

The Board recognizes the Union as the sole collective bargaining agent for all those employees covered by this Agreement, as classified in Appendix "A", and employed with School District #59 (Peace River South).

**ARTICLE 3 - BOARD RECOGNITION**

Except as otherwise provided in this Agreement, the management of the work force and of the methods of operation is vested exclusively in the Board.

Subject to the grievance procedures the Union recognizes the right of the School Board to operate and manage the business of the School District in all respects, in accordance with its commitments and responsibilities, and to alter from time to time, as the necessity arises, rules and regulations to be observed by the employees. Such rules and regulations shall not be inconsistent with the provisions of this Agreement, and shall be communicated to the Union in writing, as will amendments thereto. The selection of the supervisory staff excluded from the bargaining unit, shall be entirely a matter for the Board's decision.

**ARTICLE 4 - UNION SECURITY**

**Section 1 - Contracting**

No employees will be terminated, laid-off, or have their regularly scheduled work day or regularly scheduled work week reduced as a result of contracting out work presently performed by them.

**Section 2 - Union Membership**

- a) All employees covered by this Agreement who are now members of the Union shall, as a condition of continued employment, maintain such membership throughout the term of this Agreement.

- b) Each new employee taken into regular employment by the Board, working under the conditions of this Collective Agreement, shall be required to join the Union on the day he is so hired.
- c) Casual employees working twenty (20) hours in any one calendar month shall be required to pay a service fee equal to one month's Union dues, for the month in which they are employed.
- d) Each new employee when hired by the Board will be informed of the foregoing provision. A copy of the Authorization or Application Card will be enclosed for completion by the employee. The Board will institute Union deductions for transmission to the Union accordingly.

### **Section 3 - Discrimination**

No employee shall be discharged or discriminated against for upholding the Union principles; no employee who serves on a committee shall lose his position, nor be discriminated against for that reason.

### **Section 4 - Union Representation**

The employer shall allow a maximum of three (3) days time off with pay to any employee who is serving on a Union committee or as a Union delegate, providing:

- a) All requests for time off shall be made by the Union representative, three (3) days prior to the day or days off required.
- b) All requests for time off are reasonable and do not interfere with proper operation of the business.
- c) In addition to the above the Board may grant a maximum of ten (10) days per annum leave of absence with pay to an employee for the purpose of serving on a union/employer negotiating committee. Members representing other employees on the Negotiating Committee will not be required to work on days they are involved in negotiations.

### **Section 5 - Union Management Meetings**

A union/management committee shall be established with not more than four union and four management seats. Each party shall name a co-chair.

This committee shall have the responsibility of recommending procedures to management and/or the union. It shall also meet no less than once every four months to discuss matters of common interest.

## **ARTICLE 5 - SENIORITY**

### **Section 1 - Laid-off Employees**

The Board recognizes the principle of seniority, ability and qualifications in each classification. In the event of a layoff in a classification due to a reduction of service, the most junior person in a classification shall be the first laid off.

Laid-off employees, providing they are qualified, shall be allowed to bump the most junior employee in another classification.

In the event the current position of an employee is eliminated due to a school closure or other reduction of service and where there is no overall reduction in staff the displaced employee or employees shall have the following options:

- a) To exercise seniority rights within the same classification, or
- b) Having exhausted seniority rights within the same classification to exercise seniority in another classification for which the necessary qualifications are held or
- c) If unable to exercise seniority elsewhere, revert to a position on the casual roster.
- d) Rural school bus drivers that do not come to Dawson Creek on their regular bus run, would be able to bump the junior driver in their geographical area providing there is little or no extra cost to the School District. The bumped driver would then be able to bump the Junior Driver at the Bus Garage.

### **Section 2 - Probationary Employees**

- a) All newly hired employees shall be considered as probationary employees for the first forty (40) days worked. There shall be no responsibility on the part of the Board respecting employment of probationary employees, shall they be laid off for lack of work or discharged during the probationary period.
- b) Upon completion of forty (40) days worked, such employee shall be entitled to all rights and privileges of this agreement and the seniority shall then be calculated from the first day of hire into regular employment.

### **Section 3 - Seniority Lists**

- a) A list of employees arranged in the order of their seniority shall be posted on the bulletin boards. Each seniority list shall show the date of first hire and date of assignment to their present classification. Seniority lists shall be provided upon request by the union, or shop steward. There shall be two separate seniority lists, one for transportation and one for custodial.
- b) A separate list of casual employees shall be maintained in each department showing date of hire into their classification, and the number of days worked during the previous six (6) months. A copy is to be forwarded monthly to Shop Stewards.  
For the purpose of defining a break in employment of casual employees the following conditions will be cause for employees to be removed from the seniority list:
  - 1) Resignation or termination for proper cause.
  - 2) No work performed during the previous six month period.
  - 3) Lack of availability for, or refusal to work on three (3) separate occasions within one (1) year unless due to a bona fide reason.
- c) Copies of the seniority list referred to in Section 3 shall be forwarded to the Union office in Prince George within fifteen (15) days of being revised as per Section 3(a).

## Section 4 - Vacancies

### a) Regular Vacancies

- 1) All regular vacancies and newly approved positions shall be posted for bid on the employees' bulletin board for a period of five (5) working days within two (2) working days of vacancy occurring. All postings shall be circulated to employees in their classifications which do not normally report in.
- 2) In filling such vacancies applications from present employees, including part-time employees, will be given first consideration, and selections shall be made on the basis of seniority.

Leadhand selection will be made on the basis of seniority and qualifications. When qualifications are equal the candidate with the greatest seniority will be given preference. Only permanent positions will be posted outlining duties required. In the event of a reduction, super seniority will not be recognized.

- 3) In rural areas the above provision shall apply to present employees applying for the vacancy in that area.
- 4) Any employee absent by reason of vacation will have the opportunity to bid on any positions posted during his/her absence provided the employee initiates the action.

Prior to leaving on vacation the employee may file a statement of preference indicating his/her desire to bid on a position(s) posted while he/she is on vacation.

If being chosen the successful applicant, the employee will assume the new position upon his/her return from vacation.

- 5) In the event none of the above employees apply for said vacancies, casual employees who have worked twenty days (20) in the six month period prior to the closing date shall be given an opportunity to qualify according to their position on the roster, providing they are suitable and have the qualifications and ability to do the job. Where seniority dates are equal, the higher number of days worked in the six (6) months prior to the closing date shall establish the designate for the vacancy.
- 6) Should the Board decide a casual employee is not suitable for the position, he shall be notified in writing of the reason why, with a copy to the Union.
- 7) Appointments shall be made within two (2) working days of the closing date of the posting.
- 8) Casual employees accepted into regular employment shall have their names placed on the bottom of the regular employees' seniority list in accordance with Section 2 of this Article and shall be required to join the union forthwith.

### b) Temporary Vacancies

- 1) In the event that a temporary vacancy is created by a regular employee due to illness, accident, leave of absence or the grievance procedure being invoked, and the position has been vacant for twenty (20) working days or is forecasted to be vacant for twenty (20) working days or more, the vacancy shall be posted as a "temporary vacancy" immediately.



Temporary vacancies during the summer break period shall not be posted. Any position not posted which extends outside the summer school break period twenty (20) working days or more shall be posted on the first day of school resuming in September.

Temporary vacancies shall be awarded for a maximum of six (6) month period or until incumbent returns, whichever comes first. The employee holding the temporary position shall have the option of accepting the temporary vacancy as another six (6) month extension prior to reposting.

- 2) Temporary vacancies shall be posted for a period of not less than three (3) working days.
- 3) Temporary vacancies shall be circulated to all employees in the appropriate department.
- 4) Appointments into temporary vacancies shall be made on the first working day following the last day of the posting period.
- 5) All employees filling such temporary vacancies shall be required to remain on the temporary vacancy for the entire duration of the temporary vacancy, with the following exceptions:
  - a) In the case of a successful bid of a permanent posting
  - b) Any custodian holding a temporary position of less than eight (8) hours shall be allowed to bid on a posted temporary position if the posting will increase their hours.

The successful applicant shall assume and work the posted position immediately.

When the regular employee holding the bid position returns to work;

- a) the regular employee that held the temporary vacancy shall be able to bump a junior employee that holds a temporary vacancy or he shall return to his bid regular position.

A regular employee that is bumped from a temporary vacancy shall be able to bump a junior employee that held another temporary vacancy or he shall return to his regular bid position. The bumping process for temporary vacancies shall continue until the most junior regular employee returns to his bid position. Notice of a bump will be made by the senior employee at the time that the senior employee is notified of the termination of the temporary vacancy by the school district.

- b) The casual employee that held the temporary vacancy shall be returned to the casual roster. If the regular employee returns to work and is unable to fulfill his duties for five (5) consecutive shifts, the position will revert back to the previous temporary employee.

In the event a regular employee holding a temporary vacancy is away, or is scheduled to be away for more than twenty working days; the temporary vacancy shall be posted. When an employee is able to return to work the employee shall assume the temporary posting held prior to

being off work, and all affected employees shall revert to their previously held positions.

- 6) Casual employees filling such temporary vacancies shall:
- be considered as probationary employees for the first forty (40) working days worked.
  - be entitled to accumulate sick leave in accordance with Article 9, Section 1.
  - be entitled to bereavement and funeral leave in accordance with Article 9, Section 2.
  - be entitled to be reimbursed for jury duty in accordance with Article 9, Section 3.
  - revert to their former position upon expiration of vacancy.
- In this case, accumulated sick leave credits shall be retained for the same periods set out in Article 5 for the retention of seniority.
- be entitled to payment of Non-instructional Days after completion of the forty (40) working day probationary period.
  - employees will be entitled to \$ .50 per hour in lieu of Health and Welfare Benefits.
- 7) Should a temporary vacancy develop into a regular vacancy:
- it shall be posted in accordance with Section 4(a).
- a) For School Bus Drivers and Shop Employees:
- A casual employee holding that temporary position who has successfully completed the probationary period (thus having joined the Union) will be given preference over all other casuals when awarding the appointment.
- b) For Custodial Employees:
- If a temporary vacancy becomes a permanent vacancy, the position shall be posted with the most senior casual bidding the position being awarded the position if no regular employee bids the position.
- 8) Should a casual employee holding the temporary appointment who has successfully completed the probationary period be awarded the regular position, the employee shall
- have the date of hire shown as the date of appointment to the temporary position.
  - not be required to complete a further period of probation.
  - be entitled to retain accumulated sick leave credits.
- 9) Casual employees may file a statement of preference for a specific position or all positions that become vacant. A new letter is required each September. The casual employee shall be awarded the vacant position as per the terms and conditions of the Collective Agreement the same as if the employee had actually bid the position. The School District will confirm in writing the receipt of the letter of preference.

c) **Regular Employee Unable to Return to Work**

- 1) In the event that the regular employee is unable to return to work due to accident or illness following the exhaustion of all sick leave credits and Health & Welfare benefits, said vacancy shall be posted for bid in accordance with Section 4(a) above.
- 2) In the event the Board becomes aware that a regular employee is unlikely to be able to return to work due to accident or illness, the Board may post the vacancy for bid in accordance with Section 4(a) above.

d) **Posting Definition**

All postings shall be District wide by seniority. Postings must show name of school, last incumbents name; number of hours; start and finish times. All jobs must be posted for bid.

**Section 5 - Seniority During Lay-offs**

It is agreed between the parties that seniority during lay-offs shall be retained on the following basis:

- a) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months from the last day worked for the School District on a regular assignment.
- b) Employees with one or more year's service shall retain their seniority for one (1) year from the last day worked for the School District on a regular assignment.
- c) Regular employees that revert to the casual roster shall be offered all work in seniority order daily. It shall be the employee's responsibility to notify his employer in writing of any change of address.

**Section 6 - Regular Employees**

All employees hired into jobs defined by the salary schedule attached to this contract shall be regarded as regular employees upon completion of the required probationary period.

**Section 7 - Service Severance Pay**

A regular employee who has received written notice of lay-off shall, within five (5) calendar days, elect to:

- exercise his seniority rights for bumping purposes; or
- accept lay-off.

If the employee accepts lay-off, he shall, within thirty (30) calendar days from the effective date of lay-off, elect to:

- either retain seniority rights of lay-off and recall; or
- accept severance pay.

Entitlement to, and severance pay for each regular employee will be as follows:

- Three (3) days pay for each calendar year of service up to and including five (5) calendar years of service; or
- For service exceeding five (5) calendar years, five (5) days pay for each calendar year of service to a maximum of ninety (90) days pay.

Service Entitlement		Service Entitlement	
(Calendar Yrs.)	(Days Pay)	(Calendar Yrs.)	(Days Pay)
After 1 Year	3 Days	After 6 Years	30 Days
After 2 Years	6 Days	After 7 Years	35 Days
After 3 Years	9 Days	After 8 Years	40 Days
After 4 Years	12 Days	After 9 years	45 Days
After 5 Years	15 Days	After 18 Years	90 Days

Part-time service shall be calculated on a pro-rata basis. Salary upon which severance pay is calculated shall be based on the employee's salary at the effective date of his or her termination.

## **ARTICLE 6 - HOURS OF WORK**

### **Section 1 - Regular Full-time Employee**

Shall be defined as one who has satisfactorily completed the probationary period of employment and their regular work day shall consist of eight (8) hours work a day, and their regular work week shall consist of five (5) consecutive days of eight (8) hours per day, forty (40) hours per week, exclusive of overtime.

### **Section 2 -Regular Part-time Employee**

Shall be defined as one who has satisfactorily completed the probationary period of employment, and their regular work day shall be less than eight (8) hours a day but not less than four (4) hours per day, the work shall consist of five (5) consecutive days of work per week. Seniority shall be the determining factor in the allocation of work providing the employee is qualified.

Regular part-time custodians shall be offered shifts of eight (8) hours per day daily in their geographical area prior to the eight (8) hour shift being offered to a casual employee. If the regular part-time custodian accepts the eight (8) hour shift the regular part-time employees shift of less than eight (8) hours will be offered to casual employees. This provision will be followed daily provided the absence is known 2 hours prior to the shift starting time. An absence which occurs within the 2 hour period will be manually dispatched by rotation for the first day of the absence. Regular part-time employees shall be required to submit a letter to the School District advising that they wish to be called for extra work on a daily basis. If the employee decides that he does not want to be called for extra work, he shall be required to notify the School District in writing.

A regular part-time employee shall be offered all work at their bid school prior to the work being offered to casuals or other part-time employees at a different school (extension of their shift).

During school break periods (summer, spring or Christmas) regular part-time employees shall be offered eight (8) hour shifts in seniority order before less senior full time employees. The regular part-time employee shall be required to notify the school district in writing of their request to be scheduled for full time hours during school break periods.

### **Section 3 - Casual Employee**

Shall be defined as one hired on an incidental and temporary basis to provide for additional manpower. Casual employees will not be used to deprive any of the regular employees of the conditions provided in the Agreement. Their work day shall consist of a minimum of four (4) hours per day, unless otherwise excluded as per Section 7 of this Article.

### **Section 4 - Days of Rest**

All employees shall have two consecutive days of rest each week, one of which shall be Sunday.

### **Section 5 - Work Schedules**

Shifts shall be scheduled as follows unless varied by mutual agreement of the Board and the Union:

#### **Day Shift**

Day Shift shall be between the hours of 6:00 a.m. and 6:00 p.m. with all hours of work consecutive.

#### **Afternoon Shift**

Afternoon shift shall be between the hours of 1:00 p.m. and 12:00 a.m. with all hours of work consecutive.

#### **Night Shift**

Night shift shall be between the hours of 12:00 a.m. and 7:00 a.m. with all hours of work consecutive. Employee to be paid for eight (8) hours.

Hours of work for custodians during Christmas, spring and summer breaks shall be 8:00 a.m. to 4:30 p.m. unless mutually agreed between the parties.

With the establishment of these shifts it is agreed that no current employee will have their hours or days of work altered.

As new positions are created or vacancies occur the Board may post such positions within these established parameters.

### **Section 6 - Overtime Pay**

All overtime must be approved in advance by the appropriate supervisor or designate. The employer shall pay overtime rates of wages to every employee entitled thereto as follows:

- a) Employees required to work overtime on any regular work day or shift day shall be paid two (2) times their regular rate of wages for all hours worked over eight (8) hours.
- b) Employees required to work on a designated day off shall be paid two (2) times their regular rate of wages up to eight (8) hours and three (3) times their regular rate of wages thereafter.
- c) All employees required to work on a statutory holiday shall be paid for all hours worked at double time rate with a minimum of four hours, plus statutory holiday pay.
- d) All employees covered by this Agreement shall be paid for all time spent in the service of the employer. Time shall be computed from the time that an employee is ordered to report to work or registers in, whichever is the later, until he is effectively released from duty.

- e) All regular employees called out to work or called back to work shall receive a minimum of four (4) hours wages at the applicable wage rate.
- f) An employee may accrue equivalent time-off in lieu of overtime pay. Such accrued time-off must be expended within the calendar year in which it was earned. Requests for time off must be submitted seven days in advance, and approval shall not be unreasonably withheld or delayed. Any accrued time-off remaining at the end of the calendar year shall be paid out at prevailing rates. (E.g. One hour overtime worked equals two hours time off duty.) Employees will be allowed to accumulate a maximum of forty (40) banked hours.
- g) Employees shall be allowed, at the discretion of the Director of Operations, to carry their banked overtime into the following year. The employee will apply in writing and the leave to be taken at times mutually acceptable to the employee and the employer.

### **Section 7 - Regular Part-time Bus Drivers**

- a) School bus drivers, for the purpose of this Agreement, shall be expected to work only on days when school is in session. These drivers may be allowed to work a split shift, between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. All time worked in excess of four (4) hours per day to a maximum of eight (8) hours per day shall be paid at the regular hourly rate.
- b) Hourly rates for regular part-time employees shall be on the basis of four hours per day. Hours worked in excess of eight hours per day shall be paid at overtime rates as per this Agreement.
- c) No school bus drivers shall be deprived of any wages due to cancellation of regularly scheduled bus runs due to inclement weather conditions or road conditions. Wages will not be deprived for two non-instructional days or teachers' conventions.
- d) On non-instructional days or teachers' conventions, the Board may schedule alternative activities; those employees in attendance shall receive eight (8) hours' pay for that day. Employees not attending scheduled alternative activities on non-instructional days for reasons other than those provided in the collective agreement will not be entitled to pay for that day.

### **Section 8 - Casual Bus Drivers**

Casual school bus drivers called in to complete a portion of a regular run shall be paid a minimum of two hours wages.

### **Section 9 - Overtime**

#### **a) Allocation of Overtime - Custodians**

Overtime must be authorized in advance by the Director of Operations. To qualify for overtime you must not be on leave, weekly indemnity, compensation, disability or sick. When a leadhand receives authorization for overtime to be worked at their site, the following process will be followed:

- 1) The overtime allocated by seniority within the work site. The most senior regular employee will be offered the overtime and if they refuse, the next senior regular employee in the work site is offered the overtime hours. If the least

senior regular employee at the worksite refuses the overtime hours, the work will be offered to the employees in the geographical area in seniority order.

**b) Allocation of Overtime - Bus Garage**

The following process will be followed:

- 1) The most senior person in the shop will receive the overtime, unless a qualified person is required. If this is the case, the most senior qualified person will receive the overtime.

**ARTICLE 7 - RATES OF PAY AND PAY PERIOD**

**Section 1 - Rates of Pay**

The rates of pay for classifications covered by this agreement for the effective period of this agreement shall be those as set out in Appendix "A" attached hereto and forming part of this agreement.

**Section 2 - Pay Dates**

The pay date shall be every second Friday. The pay shall include all wages earned and for which a time sheet has been submitted to the School Board Administration Office for the period including Saturday of the week preceding the week of the pay date. (In effect this provides for a six (6) day holdback.)

The Employer shall provide for the direct deposit of the employee's pay to the participating Canadian financial institution.

**Section 3 - Accrued Benefits**

Accruing of service for any benefits provided in this agreement for regular full-time and regular part-time employees shall be based on their regular shift with the exception of Health & Welfare, where full benefits will be provided. Sick leave and vacation benefits will be pro-rated for regular part-time employees.

**Section 4 - Retro Pay**

When retroactive pay is negotiated, the retroactive payment shall be paid to all employees actively working during the retroactive period.

**ARTICLE 8 - ANNUAL VACATION**

- a) For the purposes of this article, a vacation year shall be the year commencing January 1 and ending December 31.
- b) The first vacation year shall mean the year in which an employee's anniversary date falls. Section 2 - Entitlements
  - 1) During the first partial year of service, a new employee shall earn vacation pay at his normal rate of pay times 1-1/4 days for each month from his month of appointment to December 31. Vacation time off shall be a maximum of three weeks, with the employee having the option of taking a lesser period of time, or being paid out by January 31 of the following year.

2) Subsequent vacation entitlement shall be as follows:

1<sup>st</sup> year through 4<sup>th</sup> vacation years - 15 days

5<sup>th</sup> through 9<sup>th</sup> vacation years - 20 days

10<sup>th</sup> vacation year - 25 days

one additional day for each vacation year served beyond ten to a maximum of 35 days.

- c) In each vacation year employees shall receive their normal pay for that period or an additional 2% of gross earnings for each five days of vacation earned, whichever is the greatest, except for employees who have been in receipt of weekly indemnity benefits for more than one month during the year. Any employee on weekly indemnity in excess of one month shall be paid at the percentage of wages earned during the twelve month period which vacations are calculated on, based on the percentage rate for each week of vacation. In no event shall the number of days accrued through years of service be reduced unless the employee elects not to take holidays, in which case the employee's vacation pay will be paid out by January 31 of the following year. Employees on sick leave shall continue to receive full vacation entitlement.
- d) All regular employees shall be allowed to take vacation any time during the vacation year, provided casual replacements are available to replace them. Approval will not be withheld unjustly. Vacation leave will not be scheduled for less than two (2) hours.
  - 1) Regular employees shall be allowed, at the discretion of the Director of Operations, to carry ten (10) days of their annual vacation(s) or a combination of banked time and annual vacation(s) into the following year. The employee will apply in writing and the leave to be taken at times mutually acceptable to the employee and employer.
- e) All earned vacations must be taken, other than specified in Section (d) above and Section (g) below.
- f) Requests for vacation leave must be submitted on an approved vacation leave of absence form and approved in advance of the leave date(s).
- g) Employees who are entitled to more than three (3) weeks' vacation and have not utilized more than five (5) sick days the previous twelve (12) months ending December 31 each year may choose to have the remaining vacation days in excess of three weeks, or portion thereof, paid out in the January of the following year. Such payout will not be subject to vacation differential

## **ARTICLE 9 - LEAVE OF ABSENCE**

### **Section 1 - Sick Leave**

- a) Upon completion of probationary period, all employees shall be entitled to sick leave on the basis of one and one-half (1-1/2) working days per calendar month of service, and such sick leave may accrue to a total of fourteen hundred and forty (1440) hours. To qualify for one and one-half (1-1/2) days sick credit an employee must have worked at least ten days in any one calendar month, the ten days to include statutory holidays, annual vacation, bereavement leave, sick leave, workers' compensation and jury duty, but not including time paid by indemnity.



In the months where regularly scheduled working days are less than 20, including statutory holidays, then the employee must have worked 50% of them including all of the above. Employees must work a minimum of five days (including statutory holidays) to qualify for sick leave accumulation. Where, in any one year, an employee has not received sick leave, or has received only a portion thereof, he shall be entitled to an accrual of 100% of the unused portion of such sick leave for his future benefit. The employer may request, at the employer's cost, a report from a qualified medical practitioner.

Employees must notify their supervisor if they are unable to report to work due to illness.

- b) Regular employees shall be entitled to a maximum of 4 hours time off with pay for medical and dental appointments. Such leave shall be deducted under Article 9, Section 1. Employee will give as much prior notice as possible.
- c) Discretionary Leave
  - 1) With arrangements through the employee's immediate supervisor, leave of absence per year with pay will be granted as follows:
    - 1 day leave will be granted after (60 days) of sick leave has accumulated
    - 2 days leave will be granted after (90 days) of sick leave has accumulated
    - 3 days leave will be granted after (120 days) of sick leave has accumulated
  - 2) Employees who do not request three days leave of absence in lieu of the above provisions shall receive equivalent remuneration by January 31 of the following year, or upon termination.
- d) For the purpose of determining the number of sick days in paragraph c above, the hours accumulated shall be divided by the number of hours an employee works on a regular shift.
- e) If an employee has a cause of action against a Third party, for income lost, as a result of disability (e.g. motor vehicle accident), accrued sick leave will be paid. However the employee will be required to pay back to the district's sick leave bank, the days used, when a settlement is reached with the Third party. The amount to be reimbursed will be equal to the amount of the settlement apportioned to wages lost.

## **Section 2 - Bereavement and Funeral**

When death or serious illness occurs to a member of a regular employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence and if he attends the funeral, he shall be compensated at his regular straight time hourly rate for the hours lost from the regular schedule on any of the days prior to the funeral, the day of the funeral, and on any of the days after the funeral, for a maximum of five (5) days. Members of the employee's family are defined as the employee's current spouse, spousal equivalent, mother, father, sons, daughters, brothers, sisters, mother-in-law, father-in-law, step-mother and step-father, step-brother, step-sister, sister-in-law, and brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchild.

Employees who cannot attend a funeral for the above due to the distance required to travel to such funeral shall, upon request, be granted the day of the funeral off with pay.

Employees on annual vacation shall not be entitled to a leave of absence under this section.

### **Section 3 - Jury Duty**

Any regular employee who is required to appear for jury selection, perform jury duty or attend court in response to a subpoena on a day which he would normally have worked, will be reimbursed by the Board for the difference between the pay received for jury duty or witness attendance and his regular straight time hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of the number of hours in his regular scheduled shift per day, less pay received for jury duty. The employee will be required to furnish proof of jury service or witness attendance and the jury duty pay or witness fees received therefore, and the employee shall be responsible to account to the Board for witness fees received both with a subpoena and subsequently to the service thereof. The employee will also provide the Board with a copy of the subpoena.

Any employee on jury duty or witness attendance shall, subject to this provision, make himself available for work before or after being required for such duty whenever practicable.

### **Section 4 - Birth or Adoption of Child**

Regular employees shall be entitled to three days leave of absence with pay in the event of their becoming a parent through the birth or adoption of a child.

### **Section 5 - Maternity/Paternity/Adoption Leave**

Regular employees shall be granted, upon request, a leave of absence as provided for in Part 7 of the Employment Standards Act.

An employee returning from Maternity/Paternity/Adoption Leave shall be re-assigned to the same position held prior to the leave.

### **Section 6 - Workers' Compensation**

When an employee is injured and is on an approved Workers' Compensation claim, then partial payment from his/her sick leave will be made to give him/her full wage payment when added to his/her Workers' Compensation pay.

### **Section 7 - Special Leave**

An employee shall be entitled to special leave at the regular rate of pay, to a total of three (3) days in any one year, for the following:

- a) marriage or divorce of the employee
- b) attend the wedding of the employee's child
- c) serious household emergency
- d) attend hearing to become a Canadian Citizen
- e) attend a funeral as a pallbearer or mourner (to a maximum of one-half day per incident to a total of one and one-half days per year)
- f) to attend court appearances for hearings of employee's dependent child.

### **Section 8 - General**

Leave without pay for periods up to five consecutive days will be granted by prior arrangement with the employer's supervisor provided casual replacements are available. As much advance notice as possible shall be provided.

Leaves without pay in excess of five consecutive days but less than twenty will be granted upon written request to the supervisor provided casual replacements are available.

Leaves in excess of twenty consecutive days may be granted upon written request and only with the mutual consent of the Board and Union representatives.

When a leave of absence without pay results in an employee working less than fifty percent (50%) of the scheduled working days in any month, it shall be the employee's responsibility to pay the full premium for all benefits they choose to maintain during the period of the leave. Part months shall be shared on a pro-rata basis.

Employees failing to return to work upon the expiry of a leave of absence, unless prevented from doing so because of illness, accident, or other valid reason, shall be considered to have left the service of the Board.

### **Section 9 - Severance Pay**

An employee with at least eight (8) years of continuous service shall, upon retirement, termination due to medical reasons, or death while in the employ of the Board, be entitled to receive eight (8) weeks pay calculated at the current rate. For the purpose of this section, retirement shall be deemed permissible at the age of fifty (50).

## **ARTICLE 10 - GENERAL HOLIDAYS**

### **Section 1 - General Holidays**

All regular or part-time employees who work within 15 days prior to or 15 days following a general holiday, will be paid for the average number of hours worked within the previous 30 days to a minimum of four (4) hours. This also applies to employees on approved leave of absence. This will be paid for people on leave of absence based on their regular rate of pay and hours of work.

The established General Holidays are:

1. New Years Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. BC Day
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day

and other days proclaimed by the Civic, Provincial, or Federal Government.

In the event July 1<sup>st</sup> holiday falls on a week day other than a Monday or Friday, employees will be allowed to take either Monday or Friday of the weekend immediately preceding or

following July 1<sup>st</sup> off with pay in lieu of the holiday providing there is mutual consent between the parties. Employees who elect to take advantage of the above provisions working on the holiday will be paid their regular rate of pay only.

Should the schools be required to be in session on a General Holiday any employee required to work on such holiday will be granted an alternate day off with pay in lieu of the General Holiday worked.

## **Section 2 - General Holiday During Vacation or Weekend**

If any of the general holidays mentioned in Section 1 occur on a Saturday, or Sunday, the employee will be given a holiday or a day off in the following week or be paid for that day in addition to his normal salary or have a day added to his annual vacation period. Decision as to the plan to be followed shall be decided by the Board.

## **ARTICLE 11 - DISCIPLINE**

- a) The Board reserves the right to discipline any employee for any infraction of rules and regulations as laid down by the Board, subject to employee's right to appeal through grievance procedure as outlined in **Article 13** below.
- b) A), above, shall not be deemed to interfere with the Board's right to discharge an employee for proper cause, provided that the employee retains the right to grieve under Article 13.
- c) Employees are entitled to receive a written report of all accusations or complaints pertaining to their employment or behaviour when such accusations or complaints result in disciplinary action, or are to be used as evidence at any subsequent time. The employee shall have the opportunity to answer such accusations or complaints forthwith.
- d) An employee will be entitled to receive a copy of any record placed on their file, including written reprimands at the time the filing occurs, with a copy to the Union forthwith. Removal of documentation shall occur after **eighteen (18)** months, provided that no reprimand or disciplinary action for similar misconduct has been filed.
- e) If the School District has cause to talk to an employee about anything that may be disciplinary in nature, a Shop Steward must be present if the employee requests a Shop Steward to be present. When a Shop Steward is requested to attend a disciplinary meeting the Shop Steward will be compensated for the time spent in the meeting. Time spent will be considered as time worked in their shift.

## **ARTICLE 12 - DISCHARGE OF EMPLOYEES**

- a) The employer shall always have the right to hire and to discharge, discipline or demote employees for proper cause.
- b) All employees laid off or dismissed shall receive notice or pay in lieu of notice in accordance with the Employment Standards Act. The employer shall receive the same notice. This clause does not pertain to employees dismissed for proper cause.
- c) Nothing in the foregoing Section 2 shall be deemed to interfere with the Board's right to discharge an employee, without notice, for proper cause and shall not deprive an employee of his rights under Article 13.

## ARTICLE 13 - GRIEVANCE PROCEDURE

All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement. The procedure for such adjustment and settlement shall be as follows:

### STEP 1

Any grievance of an employee shall first be taken up between such employee and the employee's Supervisor. However, such employee will be entitled to be accompanied by a Shop Steward or Union representative.

Time limit to institute grievance:

Termination or layoff - ten (10) days.

All others -twenty (20) days.

### STEP 2

Failing settlement under Step 1 within ten (10) working days, such grievance shall be **submitted in writing and** taken up between the employee's Supervisor or higher authority and a Shop Steward or Local Union Representative.

### STEP 3

Failing settlement under Step 2 within ten (10) working days, **the Superintendent or their designate shall meet with the up to two (2) representatives of the union and discuss the matter. Following such a meeting, the Superintendent or designate shall respond in writing within ten (10) working days to the Local Union Representative.**

### STEP 4

Failing settlement within 60 working days of Step 3 meeting, the matter will be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, **either party may apply to the Collective Agreement Arbitration Bureau to request the appointment of a neutral Arbitrator.**

The cost of the Arbitrator will be borne equally by the Union and the School District.

## ARTICLE 14 - HEALTH & WELFARE BENEFITS

### A. GROUP INSURANCE

The group Life Insurance Plan shall be maintained as follows:

Benefits - All Permanent Employees:

Death: Lump sum equal to two (2) times annual earnings rounded to the next higher multiple of one thousand (\$1,000) dollars paid to beneficiary. Coverage reduces fifty (50) percent at age sixty-five (65) and terminates at age seventy (70).

Accidental Death & Dismemberment: Lump sum equal to two (2) times annual earnings paid according to a combination loss of one or more limbs or eyes.

The Board shall pay 100% of the premium.

## **B. MEDICAL AND EXTENDED HEALTH COVERAGE**

The Board shall provide B.C. Medical Plan and extended health coverage and pay 100% of the premium cost. Carrier for extended health coverage shall be selected by the Board.

## **C. NON-OCCUPATIONAL INDEMNITY**

### **Section 1 - Weekly Indemnity Plan**

The Board shall provide a non-occupational weekly indemnity plan with a private carrier providing for payment of 75% of weekly earnings to a maximum of five hundred and fifty dollars (\$550) per week following the exhaustion of sick leave credit, and continuing for a maximum of fifty-two (52) weeks during any period of disability. Periods of disability from the same cause shall be considered as separated by a return to active employment with the employer for at least two full weeks.

### **Section 2 - Long Term Disability Plan**

The Board shall provide a long term disability plan with a private carrier providing 66-2/3 of monthly earnings to a maximum of \$2500 per month.

### **Section 3 - Premiums for Weekly Indemnity & Long Term Disability Plans**

The Board shall pay 75% of the premium, and the employee 25%.

### **Section 4 - Employee Status**

Compensable hours under the terms of this Article will not be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays and will be counted as hours worked for the purpose of computing overtime.

### **Section 5 - Eligibility for Coverage**

All regular employees, working a minimum of 20 hours per week, may choose to be covered by the non-occupational indemnity plan.

### **Section 6 - Commencement of Benefits**

- a) Payment of benefits will be made for the
  - 1) first day of disability due to accidental bodily injury or
  - 2) eighth day of disability due to sickness or
  - 3) expiration of sick leave credit, if later than 1) or 2).

## **D. DENTAL PLAN**

- a) All regular employees, working a minimum schedule of eighteen (18) hours per week, may enroll in the School District Dental Plan. The employer shall pay seventy-five percent (75%) and the employee the other twenty-five percent (25%) of the cost of the premium. Minimum benefits of this plan shall include those regularly included under Plan A, with one hundred percent (100%) coverage, Plan B with eighty percent (80%) coverage, and Plan C with fifty percent (50%) coverage.
- b) Orthodontic service under Plan C is subject to a lifetime cumulative payment of seventeen hundred & fifty dollars (\$1750) per patient.

- c) Should there be any change in the above coverage during the life of this agreement, such coverage shall automatically be implemented.

## **E. CONTRIBUTIONS**

Should the employer obtain a rate reduction under the Employment Insurance Program, it is agreed that the employee's share of such reduction shall be applied to offset increases in benefit premiums under this section.

## **ARTICLE 15 - GENERAL PROVISIONS**

### **Section 1 - Union Business**

The Business Representative of the Union shall have access to the School Board premises to attend to the business of the Union provided it does not interfere with the normal course of business.

### **Section 2 - No Other Agreement**

No employee shall be asked to make a verbal or written agreement with the employer inconsistent with, or at variance with, the terms of this Agreement.

### **Section 3 - Uniforms**

In the event the employer shall require employees to wear a uniform, the cost of the uniform shall be paid for by the employer. The uniform shall be maintained by the employer at no cost to the employee.

### **Section 4 - Shop Steward**

The Union may elect or appoint Shop Stewards and shall notify the employer in writing of such appointments or elections. The employer shall recognize Shop Stewards and shall not discriminate against them for lawful Union activity. The employer will notify the Union prior to the dismissal of a Shop Steward.

### **Section 5 - New Classifications**

If, during the term of this Agreement, new classifications are established, it is mutually agreed that the parties (the employer and the Union) meet in order to establish a fair rate of pay for the new classification.

### **Section 6 - Medical Examination**

The Employer shall retain the right to have any employee submit himself for a complete physical examination by a doctor agreed to by the employer and the employee shall not suffer any wage loss for time taken for such examination. The cost of such examination shall be borne by the employer.

### **Section 7 - Bus Cleanliness**

It is agreed that each bus driver shall be responsible for the cleanliness of his bus, to the satisfaction of the supervisor concerned, i.e., all lights, mirrors, windshields, and back windows, and for sweeping and tidiness in the inside of the bus. Each driver shall be responsible for reporting any unserviceability to the Transportation Supervisor as soon as possible.

## **Section 8 - Coveralls**

Coveralls shall be supplied to all mechanics and bus driver mechanics at no cost to the employees. Such coveralls shall be maintained by the employer at no cost to the employee.

## **Section 9 - Upgrading Courses**

All employees required or selected by the Board to take additional upgrading courses shall be paid for all time spent taking such courses, plus compensation for any other expenses incurred while taking such courses.

# **ARTICLE 16 - DURATION OF CONTRACT**

## **Section 1 - Term of Agreement**

The agreement shall be for the period from and including **July 1, 2022** to and including **June 30, 2025**. Either Party to this Agreement may, within four months immediately **June 30, 2025** give to the other Party written notice to commence collective bargaining.

## **Section 2 - Expiry of Agreement**

After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement, will be observed and not varied, accepted by the Parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

## **Section 3 - Labour Relations Code**

It is mutually agreed that the operation of Sub-Section 2 of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.



**Approved and Adopted by:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 59 (PEACE RIVER SOUTH)**

**This \_\_\_\_\_ day of \_\_\_\_\_ 2023**

**TEAMSTERS LOCAL UNION NO. 31**

**This \_\_\_\_\_ day of \_\_\_\_\_ 2023**

*Signed on Behalf of:*

The Board of Education of School  
District No. 59 (PEACE RIVER  
SOUTH)

*Signed on Behalf of:*

Teamsters Local Union No. 31

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Brittany Faulkner

Director of Human Resources

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Stan Henessy

President, Teamsters Local Union No. 31

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Wade Simlik

Director of Operations

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Anthony Kirk

Business Agent

## APPENDIX "A"

### RATES OF PAY AND ALLOWANCES

#### Section 1 - Rates of Pay and Allowances

The following scale of wages is based on a minimum and shall not prevent any employee from receiving higher wages than this scale calls for, nor shall any employee suffer a wage decrease as a result of this Agreement.

#### Casual Employees:

Effective January 1, 2003, all minimum terms of the Employment Standards Act are deemed part of this Collective Agreement.

#### General Rate Schedule

Position	30-Jun-21	01-Jul-22	01-Jul-23	01-Jul-24
	-	\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
Casual Custodians	\$ 24.81	\$ 25.87	\$ 27.62	\$ 28.17
Custodians	\$ 24.81	\$ 25.87	\$ 27.62	\$ 28.17
Driver Part-Time	\$ 27.71	\$ 28.87	\$ 30.81	\$ 31.43
Casual Driver	\$ 27.10	\$ 28.87	\$ 30.81	\$ 31.43
Licensed Mechanic/Driver	\$ 33.74	\$ 35.09	\$ 37.46	\$ 38.21
Licensed Mechanic	\$ 33.74	\$ 35.09	\$ 37.46	\$ 38.21

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

If a Licensed Mechanic is not available, an apprentice will be hired. The rate of pay for an Apprentice Licensed Mechanic will be:

Year 4 95%

Year 3 90%

Year 2 85%

Year 1 80%

An Apprentice Licensed Mechanic/Driver would be hired at the Bus Driver rate of pay until the third year of the Apprenticeship Program has been reached and then would receive 90% of the Licensed Mechanic rate.

**Labour Market Adjustment  
LMA increases for Custodians, Drivers and Mechanics**

<b>Job Title</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>
<b>Casual Custodians</b>	<b>\$0.03/hr</b>	<b>\$0.05/hr</b>	<b>\$0.10/hr</b>
<b>Custodians</b>	<b>\$0.03/hr</b>	<b>\$0.05/hr</b>	<b>\$0.10/hr</b>
<b>Driver Part-Time</b>	<b>\$0.11/hr</b>	<b>\$0.13/hr</b>	<b>\$0.18/hr</b>
<b>Casual Driver</b>	<b>\$0.11/hr</b>	<b>\$0.13/hr</b>	<b>\$0.18/hr</b>
<b>Licensed Mechanic/Driver</b>	<b>-</b>	<b>\$0.10/hr</b>	<b>\$0.16/hr</b>
<b>Licensed Mechanic</b>	<b>-</b>	<b>\$0.10/hr</b>	<b>\$0.16/hr</b>

**Section 2 - Allowances**

- a) Leadhands will be paid 40 cents per hour over base rate. Senior Leadhands will be paid \$1.40 per hour over base rate.
- b) An amount of \$4,000.00 of the salary paid to the employee shall be designated as a Northern Allowance Travel benefit. This benefit shall be in effect within the guidelines of Revenue Canada as they exist and are changed by Revenue Canada from year to year and shall end when Revenue Canada ends the program. Regular part time employees Northern Allowance will be prorated proportionate to the hours compensated for each employee.

**Section 3 - Long Service Pay**

In addition to the rates provided in Section 2 above, all regular employees shall be entitled to long service pay of **twenty five dollars (\$25)** per month commencing on the first of the month following completion of five years service, to be paid on the first pay cheque of every month. Employees with fifteen years service shall receive **thirty five dollars (\$35)** per month, and employees with twenty-five years service shall receive **fifty five dollars (\$55)** per month.

**Section 4 - Special Provisions for Custodians**

- a) A full-time custodian for each shift shall be appointed as a leadhand when he is solely responsible for the security and custody of the school and/or he is required to coordinate the functions of at least one full-time custodian.
- b) Custodians shall not be required to do major sanding of gymnasium floors. However, custodians will do light sanding (“screening”) and recoating of gymnasium floors.
- c) Custodians on an afternoon or evening shift shall be entitled to a 1/2 hour lunch break, a 1/4 hour break in the fore half and a 1/4 hour break in the aft half of the shift, on shift and a shift to run eight (8) consecutive hours, including the meal break. Employees leaving the employer’s premises for their lunch break will be required to work a full eight-hour shift.

d) Casual Custodian Roster & Callout Procedures

The Casual Custodian Roster will not exceed the following number of employees:

Dawson Creek	fifteen	(15)
Chetwynd	nine	(9)

Casual custodians will be called out by rotation in each geographical location (Dawson Creek and Chetwynd).

When casuals revert back to rotational dispatch after a school break period, the call out will continue on from where it left off at the start of the break period.

Casual custodians shall be called out to work in their hire date order during the school break periods.

As requirements for casual help in these communities arise individuals will be called and offered work in order of their appearance on this list. As long as a printout is available that shows the phone number called, the time the call was placed and the number of times the phone rang, only one phone call will be placed. Otherwise, at least two calls shall be placed by separate individuals in an attempt to contact each person.

A person not contacted through this process, or who is unable to accept the work assignment offered, shall not be subject to recall until all other individuals on the casual roster have been called. Once a casual employee is available for work again the fill in replacement will not be called, until there is a replacement needed again.

Replacements for casuals shall not have any status under this agreement, and time worked in this capacity shall not be recognized for seniority purposes. The replacement casuals shall be placed on the regular casual roster and will be called in the appropriate order. The casual roster will indicate the employee's name being replaced. Once a casual employee is available for work again the replacement will not be called, until there is a replacement needed again.

e) Footwear Allowance

Each regular custodian shall receive an annual allowance of **one hundred and forty dollars (\$140)** toward the cost of replacement footwear. This allowance shall be paid upon presentation of a receipt through Accounts Payable (effective September 1, 2005) on a calendar year basis. The allowance shall not be taxed.

**Section 5 - Special Provisions for Drivers and Mechanics**

a) Drivers who are required to drive special or extra-curricular trips beyond their regular scheduled shift shall receive remuneration on the following basis:

- 1) All driving done during normal school days shall be paid at regular hourly rates with a minimum of one hour per trip.
- 2) Trips on days other than school days shall be 30 cents per kilometer or one and one half times the rate set out in (i) above, whichever is greater, with the minimum of two hours pay.
- 3) All standby time on trips shall be paid at the straight time hourly rate (maximum of 12 hours within a 24 hour period). Standby time will not be used to calculate overtime rates of pay.

- 4) Layover time will be classified as such when an overnight trip is involved.
- 5) The driver shall receive a remuneration on the following terms:
  - for the first eight hours of layover - no pay.
  - for the next eight hours of layover - the employee shall receive the hourly rate set out in (i) above.
  - for the next twelve hours of layover - no pay, and continuing on the same basis for each period of continuing layover. Layover pay shall not be paid for any period where the driver is required to drive. The employer will reimburse expenses for meals and lodging.
- b) Bus drivers required to park their buses at their residence during winter months (November - March inclusive) shall be reimbursed for the electricity used (block heaters) as follows:
  - 1) For a period less than a full month:
 

650w. heaters	\$2.65 per full week
Over 650w. heaters	\$5.30 per full week
  - 2) For each full month:
 

650w. heaters	\$10.40 per month
Over 650w. heaters	\$20.88 per month

The amount as calculated above shall be paid to each driver at the end of the winter session.

- c) It is agreed that a leadhand shall be appointed at the bus garage and shall be paid in accordance with Appendix "A", Section 2.
- d) School bus drivers shall receive a shift differential of one-half hour extra pay for regular shifts any portion of which falls outside the hours of 6:00 a.m. to 6:00 p.m.
- e) Mechanics on emergency call-out shall receive a flat rate of \$100.00 for callouts of up to two hours duration. Calls exceeding two hours shall be compensated in accordance with Article 6, Section 5(e).
- f) All school bus runs shall be awarded on the basis of seniority with the following exception. If the difference in bids is greater than 10,000 meters, the run will be awarded to the next senior employee bidding the position under the 10,000 meter per day limit.
- g) Drivers that are required to carry chains shall be supplied with disposable coveralls.
- h) No employee other than a Journeyman/Tradesman will be required to supply hand tools. Such employees may store the required tools, when not in use, on Board property in a place approved by the Supervisor.

A list of such tools shall be given to the Supervisor prior to the Board accepting responsibility for replacement of these tools in case of fire or theft.

The Board shall bear the expense of sharpening tools and of repairing and replacing tools damaged or broken in the service of the Board with tools of the same or equivalent manufacture, quality and value. Such repair or replacement shall be made provided the employee advised the Board of the damage at the time of occurrence.

The cost of such repair or replacement shall be borne by the Board, subject to verification, and provided the employee advises the Board of the damage at the time of the occurrence.

- i) **Each regular Bus Driver shall receive an annual allowance of one hundred dollars (\$100) and each regular Mechanic shall receive an annual allowance of two hundred dollars (\$200) towards the cost of replacement footwear. This allowance shall be paid upon presentation of a receipt through Accounts Payable on a calendar year basis. The allowance shall not be taxed.**

**APPENDIX “B”**

**Section 1 - Advancement Fund**

The Board shall contribute five cents (\$.05) per regular hour worked for all regular and casual employees to Teamsters Local Union No. 31 Union/Industry Advancement Fund.

Payment of said funds shall be made to the Teamsters Local Union No. 31 Union. Management Advancement Fund on a quarterly basis. The payment will be separate from any other payment made to Teamsters Local Union No. 31. Such payment will be contingent on the Union providing to the Board of Education a report detailing how the funding was used in the previous year.

**DATED AT DAWSON CREEK, B.C., THIS 30<sup>th</sup> DAY OF JUNE 2022.**

**FOR: BOARD OF EDUCATION  
SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**

**”Brittany Faulkner”**  
\_\_\_\_\_  
**Brittany Faulkner**  
**Director of Human Resources**

**”Melissa Panoulis”**  
\_\_\_\_\_  
**Melissa Panoulis**  
**Assistant Secretary-Treasurer**

\_\_\_\_\_  
**Wade Simlik**  
**Director of Operations**

**FOR: TEAMSTERS LOCAL UNION 31**

**”Anthony Kirk”**  
\_\_\_\_\_  
**Anthony Kirk**  
**Business Agent**

**”Kirk James”**  
\_\_\_\_\_  
**Kirk James**

**”Barbara Linsley”**  
\_\_\_\_\_  
**Barbara Linsley**

**”Gordon Reid”**  
\_\_\_\_\_  
**Gordon Reid**

**LETTER OF UNDERSTANDING #1  
BY AND BETWEEN**

**The Board of Education  
School District #59 (Peace River South)  
(herein referred to as the 'Employer')**

**AND**

**Teamster's Local 31 (School Board Employees)  
(herein referred to as the 'Union')**

The following is an outline of the terms of a layoff process in the Teamster bargaining unit, where there is an overall reduction in staff.

The applicable existing collective agreement language is found in ARTICLE 5 – SENIORITY, which states:

“The Board recognizes the principle of seniority, ability and qualifications in each classification. In the event of a layoff in a classification due to a reduction of service, the most junior person in a classification shall be the first laid off.

Laid-off employees, providing they are qualified, shall be allowed to bump the most junior employee in another classification.”

Thus, the process of identifying who is laid off in each classification is clear. In the case at hand, in the custodial seniority unit, the most junior custodians overall will be served layoff notice and because they have no other classification to bump in this seniority unit, they will be entitled to Article 5, Section 5 (Seniority During Lay-offs) and Section 7 (Service Severance Pay), and any other provisions that apply.

What is in need of further clarification is with respect to the Custodial seniority unit, when there exists an overall reduction in staff, how to realign the retained employees within the Custodian classification.

The following will outline this entire process:

1. The District identifies what the overall custodial manpower requirements are.
2. The most junior employee(s) in the overall classification are identified. They are then handled by way of the process identified above (i.e.: can move by classification only).
3. The District identifies the custodial manpower requirements for each work site (with the retained workforces).



4. The most junior employee(s) at each work site that are displaced by Step 3 above, and/or employees that are effected by virtue of a combining of work sites, are put “in motion” and placed on a list of employees “in motion”.
5. The list of custodians in motion are arranged in seniority order.
6. A List of available work locations is created, by virtue of Steps 2, 3, and and 4 above.
7. The list of custodians created in Step 5 above will be asked (in seniority order) to choose a location preference. These custodians may choose a preference off the list created in Step 6, or choose to bump another custodian that is junior to them. A custodian bumped in this process would then be put in motion and placed on the list in seniority order. This process continues until all work sites in Step 6 are filled.

It is the intention of the District to conduct this process jointly with the Teamsters, Local 31. When employees are given the options available to them, it is the intention of the District, where practicable, to have a union representative present.

The parties also agree that employees who retain their seniority under Article 5, Section 5, shall receive casual callouts, prior to Appx. “A”, Section 4(e) applying. These callouts will be in order of seniority each time for each geographical location.

The parties agree to meet and discuss issues related to this layoff process as they arise and are *committed to working through the process in a joint fashion.*

**DATED AT DAWSON CREEK, B.C., REVISED THIS 30<sup>th</sup> DAY OF June 2022.**

**FOR: BOARD OF EDUCATION  
SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**

**“Brittany Faulkner”**  
 \_\_\_\_\_  
**Brittany Faulkner**  
**Director of Human Resources**

**“Melissa Panoulis”**  
 \_\_\_\_\_  
**Melissa Panoulis**  
**Assistant Secretary-Treasurer**

\_\_\_\_\_  
**Wade Simlik**  
**Director of Operations**

**FOR: TEAMSTERS LOCAL UNION 31**

**"Anthony Kirk"**

**Anthony Kirk  
Business Agent**

**"Kirk James"**

**Kirk James**

**"Barbara Linsley"**

**Barbara Linsley**

**"Gordon Reid"**

**Gordon Reid**

**LETTER OF UNDERSTANDING #2  
BY AND BETWEEN**

**The Board of  
Education School District #59 (Peace River South)  
(herein referred to as the 'Employer')**

**AND**

**Teamster's Local 31 (School Board Employees)  
(herein referred to as the 'Union')**

**Re: Special Needs Bus**

The School District and the Union agree that a Special Needs Bus owned by School District #59 shall be operated by a member of the Union from a company signatory to a Teamster Local 31 Agreement.

This agreement strictly pertains to work originating and or operating in the Chetwynd area.

This Letter of Understanding may be cancelled by either party upon thirty (30) days written notice to the other party.

**DATED AT DAWSON CREEK, B.C., REVISED THIS 30<sup>th</sup> DAY OF June 2022.**

**FOR: BOARD OF EDUCATION  
SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**

**"Brittany Faulkner"**  
\_\_\_\_\_  
**Brittany Faulkner**  
**Director of Human Resources**

**"Melissa Panoulis"**  
\_\_\_\_\_  
**Melissa Panoulis**  
**Assistant Secretary-Treasurer**

\_\_\_\_\_  
**Wade Simlik**  
**Director of Operations**

**FOR: TEAMSTERS LOCAL UNION 31**

**"Anthony Kirk"**

**Anthony Kirk  
Business Agent**

**"Kirk James"**

**Kirk James**

**"Barbara Linsley"**

**Barbara Linsley**

**"Gordon Reid"**

**Gordon Reid**

**LETTER OF UNDERSTANDING #3  
BY AND BETWEEN**

**The Board of  
Education School District #59 (Peace River South)  
(herein referred to as the 'Employer')**

**AND**

**Teamster's Local 31 (School Board Employees)  
(herein referred to as the 'Union')**

**Re: Regular Vacancies – Casual Employees**

**Article 5 – Seniority – Section 4 a) 5**

The School District and the Union agree that the following language shall supersede Article 5 Section 4a) 5.

In the event none of the above employees apply for said vacancies, casual employees who have worked twenty (20) days in the six (6) month period prior to the closing date shall be given an opportunity to qualify according to their position on the roster, providing they are suitable and have the qualifications and ability to do the job. The higher number of days worked in the **180 working days** prior to the closing date shall establish the designate for the vacancy.

**DATED AT DAWSON CREEK, B.C., REVISED THIS 30<sup>th</sup> DAY OF June 2022.**

**FOR: BOARD OF EDUCATION  
SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)**

**"Brittany Faulkner"**  
\_\_\_\_\_  
**Brittany Faulkner**  
**Director of Human Resources**

**"Melissa Panoulis"**  
\_\_\_\_\_  
**Melissa Panoulis**  
**Assistant Secretary-Treasurer**

\_\_\_\_\_  
**Wade Simlik**  
**Director of Operations**

**FOR: TEAMSTERS LOCAL UNION 31**

**"Anthony Kirk"**

**Anthony Kirk  
Business Agent**

**"Kirk James"**

**Kirk James**

**"Barbara Linsley"**

**Barbara Linsley**

**"Gordon Reid"**

**Gordon Reid**

## **LETTER OF UNDERSTANDING #4**

### **BY AND BETWEEN**

**The Board of Education  
School District #59 (Peace River South)  
(herein referred to as the 'Employer')**

### **AND**

**Teamster's Local 31 (School Board Employees)  
(herein referred to as the 'Union')**

#### **Re: Article 6 – HOURS OF WORK**

##### **Section 2 - Regular Part-time Employee**

Shall be defined as one who has satisfactorily completed the probationary period of employment, and their regular work day shall be less than eight (8) hours a day but not less than four (4) hours per day, the work shall consist of five (5) consecutive days of work per week. Seniority shall be the determining factor in the allocation of work providing the employee is qualified.

Regular part-time custodians shall be offered shifts that exceed their regular shift hours daily in their geographical area prior to the shifts being offered to a casual employee. If the regular part-time custodian accepts a shift with greater hours the regular part-time employees shift of less hours will be offered to casual employees. This provision will be followed daily provided the absence is known 2 hours prior to the shift starting time. An absence which occurs within the 2 hour period will be manually dispatched by rotation for the first day of the absence. Regular part-time employees shall be required to submit a letter to the School District advising that they wish to be called for extra work on a daily basis. If the employee decides that he does not want to be called for extra work, he shall be required to notify the School District in writing.

A regular part-time employee shall be offered all work at their bid school prior to the work being offered to casuals or other part-time employees at a different school (extension of their shift).

During school break periods (summer, spring or Christmas) regular part-time employees shall be offered eight (8) hour shifts in seniority order before less senior full time employees. The regular part-time employee shall be required to notify the school district in writing of their request to be scheduled for full time hours during school break periods.

DATED AT DAWSON CREEK, B.C., REVISED THIS 30<sup>th</sup> DAY OF June 2022.

FOR: BOARD OF EDUCATION  
SCHOOL DISTRICT #59 (PEACE RIVER SOUTH)

                  "Brittany Faulkner"                    
Brittany Faulkner  
Director of Human Resources

                  "Melissa Panoulis"                    
Melissa Panoulis  
Assistant Secretary-Treasurer

\_\_\_\_\_  
Wade Simlik  
Director of Operations

FOR: TEAMSTERS LOCAL UNION 31

                  "Anthony Kirk"                    
Anthony Kirk  
Business Agent

                  "Kirk James"                    
Kirk James

                  "Barbara Linsley"                    
Barbara Linsley

                  "Gordon Reid"                    
Gordon Reid



# **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"

"Denise Bullock"

"David Bollen"

"Monica Brady"

"Warren Williams"

"Tim DeVivo"

"Jane Massy"

"Amber Leonard"

"Jason Franklin"

"Christina Forsyth"

"Tammy Murphy"

"Jeannette Beauvillier"

"Daun Frederickson"

"Tracey O'Hara"

"Katarina DiSimo"

**BC Public School Employers'  
Association**

"Leanne Bowes"

"Bruce Anderson"

"Alan Chell"

"Kyle Uno"

"Tammy Sowinsky"

"Rae Yu"

"Richard Per"

"Ken Dawson"

"Nancy Brennan"

"Eric Harvey"

"Alex Dounce"

## 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