

# **COLLECTIVE AGREEMENT**

**between**



**BOARD OF EDUCATION  
of  
SCHOOL DISTRICT NO. 61  
(GREATER VICTORIA)**

**-and-**



**CANADIAN UNION  
of  
PUBLIC EMPLOYEES**

**LOCAL NO. 947**

**July 1, 2022 – June 30, 2025**

## **Table of Contents**

<b>ARTICLE 1:</b>	<b>DEFINITIONS .....</b>	<b>8</b>
1.01	Party.....	8
1.02	Employee .....	8
1.03	Bargaining Unit/Work of the Bargaining Unit .....	8
1.04	Regular Employee.....	8
1.05	Spareboard Employee: .....	8
1.06	Probationary Employee .....	9
1.07	Benefits for Regular Employees Working Less than Full-Time .....	9
1.08	Spareboard Employee Terms and Conditions .....	9
1.09	Plural or Masculine Terms .....	10
1.10	Student Supervisors .....	10
<b>ARTICLE 2:</b>	<b>UNION RECOGNITION .....</b>	<b>10</b>
2.01	.....	10
<b>ARTICLE 3:</b>	<b>MANAGEMENT RIGHTS .....</b>	<b>10</b>
3.01	.....	10
<b>ARTICLE 4:</b>	<b>UNION SECURITY .....</b>	<b>11</b>
4.01	.....	11
4.02	.....	11
4.03	.....	11
<b>ARTICLE 5:</b>	<b>NEW EMPLOYEES .....</b>	<b>11</b>
5.01	.....	11
5.02	.....	11
<b>ARTICLE 6:</b>	<b>CHECK-OFF .....</b>	<b>11</b>
6.01	.....	11
6.02	.....	11
6.03	.....	11
6.04	.....	12
<b>ARTICLE 7:</b>	<b>CORRESPONDENCE .....</b>	<b>12</b>
7.01	.....	12
7.02	.....	12
<b>ARTICLE 8:</b>	<b>NO DISCRIMINATION .....</b>	<b>12</b>
8.01	.....	12
<b>ARTICLE 9:</b>	<b>SCHOOL BOARD MINUTES.....</b>	<b>12</b>
9.01	.....	12
<b>ARTICLE 10:</b>	<b>LABOUR/MANAGEMENT RELATIONS .....</b>	<b>13</b>
10.01	.....	13

10.02	.....	13
10.03	.....	13
<b>ARTICLE 11:</b>	<b>GRIEVANCE PROCEDURES.....</b>	<b>13</b>
11.01	Definition .....	13
11.02	Procedure .....	14
11.03	Extension of Time Limits .....	14
11.04	Policy Grievances .....	14
<b>ARTICLE 12:</b>	<b>ARBITRATION PROCEDURES .....</b>	<b>15</b>
12.01	Appointment of an Arbitration Board .....	15
12.02	Powers and Responsibilities of the Arbitration Board.....	15
12.03	Cost of Arbitration .....	15
<b>ARTICLE 13:</b>	<b>DISCHARGE, SUSPENSION AND DISCIPLINE .....</b>	<b>15</b>
13.01	Notification to Union .....	15
13.02	Warnings.....	16
13.03	Discipline.....	16
13.04	Personnel Files .....	16
13.05	Written Adverse Reports .....	17
<b>ARTICLE 14:</b>	<b>LABOUR DISPUTES.....</b>	<b>17</b>
14.01	.....	17
<b>ARTICLE 15:</b>	<b>SENIORITY.....</b>	<b>17</b>
15.01	Definition .....	17
15.02	Probationary Period .....	18
15.03	Natural Breaks For Less Than Twelve (12) Month Terms.....	18
15.04	Spareboard Seniority .....	18
15.05	Student Supervisors.....	19
15.06	Loss of Seniority.....	19
15.07	Seniority Lists.....	20
15.08	Transfers Out of the Bargaining Unit.....	20
<b>ARTICLE 16:</b>	<b>STAFF CHANGES.....</b>	<b>21</b>
16.01	Definition .....	21
16.02	Posting of Vacancies.....	21
16.03	Role of Seniority in Filling Vacancies .....	22
16.04	Appraisal Period.....	23
16.05	Union Notification .....	23
16.06	Regular Employees Accepting Temporary Appointments & Vacancies .....	23
<b>ARTICLE 17:</b>	<b>DEPLOYMENT, BUMPING, LAYOFFS, AND RECALL .....</b>	<b>24</b>
17.01	Definition .....	24
17.02	Layoff Order .....	25
17.03	Bumping Rights.....	25
17.04	Notice of Layoff .....	25
17.05	Appraisal Period.....	26

17.06	Severance Pay .....	26
17.07	Recall List .....	26
17.08	Status While on Recall List .....	27
17.09	Recall Rights .....	27
17.10	Recall Procedures .....	27
17.11	Temporary Layoffs .....	28
17.12	Grievance Procedure .....	28
17.13	The Staffing Process .....	28
<b>ARTICLE 18:</b>	<b>HOURS OF WORK.....</b>	<b>32</b>
18.01	Workday .....	32
18.02	Workweek .....	32
18.03	Rest Periods .....	32
18.04	Variance in Working Hours .....	32
18.05	Additional Part-Time Hours .....	32
18.06	Flexible Hours .....	33
18.07	Non-Instructional Days .....	33
18.08	Split Workdays .....	33
18.09	Four Hour Minimum Work Day .....	33
18.10	School Closures and Travel Disruptions .....	33
<b>ARTICLE 19:</b>	<b>OVERTIME .....</b>	<b>34</b>
19.01	Overtime Rates .....	34
19.02	Weekend and Statutory Holiday Work .....	35
19.03	Call Out .....	35
19.04	Time Off in Lieu of Overtime .....	35
<b>ARTICLE 20:</b>	<b>STATUTORY HOLIDAYS.....</b>	<b>35</b>
20.01	Entitlement .....	35
20.02	Day in Lieu .....	36
20.03	Ten Month Employees .....	36
<b>ARTICLE 21:</b>	<b>VACATIONS .....</b>	<b>36</b>
21.01	Entitlement .....	36
21.02	Vacation Pay .....	37
21.03	Vacation Scheduling .....	37
21.04	Long Service Special Vacation.....	38
21.05	Termination of Employment .....	38
21.06	Annual Vacations Adjustment Pay .....	38
<b>ARTICLE 22:</b>	<b>SICK LEAVE PROVISIONS .....</b>	<b>39</b>
22.01	Entitlement .....	39
22.02	Proof of Illness .....	39
22.03	Sick Leave Records .....	39
22.04	Accrual Rate .....	39
22.05	Sick Leave Plan .....	39
22.06	Recovery From a Third Party .....	40
22.07	Emergency Sick Leave Plan .....	40

22.09	Accommodation .....	40
<b>ARTICLE 23:</b>	<b>EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS.....</b>	<b>43</b>
23.01	.....	43
23.02	.....	43
<b>ARTICLE 24:</b>	<b>LEAVE OF ABSENCE.....</b>	<b>43</b>
24.01	General Leave.....	44
24.02	Union Business .....	44
24.03	Bereavement Leave .....	44
24.04	Court Appearances .....	45
24.05	Educational Leave.....	45
24.06	Pregnancy Leave .....	46
24.07	Parental Leave for Birth and Adopting Parents .....	46
24.08	Paternity, Adoption Placement and Guardianship Leave .....	47
24.09	Additional Parental/Adoption Leave .....	47
24.10	Maintenance of Fringe Benefits for Pregnancy, Parental and Adoption Leave .....	47
24.11	Medical Leave.....	48
24.12	Family Leave.....	48
24.13	Leave for Public Office .....	48
24.14	Marriage Leave .....	49
24.15	Extension to Approved Leave .....	49
24.16	Notification Upon Return From Leave .....	49
24.17	Domestic and Sexual Violence Leave.....	49
24.18	Cultural leave for Indigenous Employees.....	49
<b>ARTICLE 25:</b>	<b>PAYMENTS OF WAGES AND ALLOWANCES .....</b>	<b>50</b>
25.01	Bi-weekly Pay.....	50
25.02	Shift Differential.....	50
25.03	Mileage Allowance/Vehicle-Use Compensation .....	50
25.04	Job Descriptions.....	50
25.05	Uplift in Rate .....	50
<b>ARTICLE 26:</b>	<b>FRINGE BENEFITS.....</b>	<b>51</b>
26.01	Medical Services Plan and Extended Health Benefits.....	51
26.02	Group Life Insurance.....	51
26.03	Dental Plan .....	52
26.04	Municipal Pension Plan.....	52
26.05	WorksafeBC Compensation Supplement.....	52
26.06	Retirement Gratuity .....	52
26.07	Pro-Rata of Employee Premiums.....	53
26.08	Jointly Trusteed Benefit Trust.....	53
<b>ARTICLE 27:</b>	<b>TECHNOLOGICAL CHANGE .....</b>	<b>54</b>
27.01	.....	54
27.02	.....	54
27.03	.....	54

27.04	.....	54
27.05	.....	55
<b>ARTICLE 28:</b>	<b>OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>55</b>
28.01	Mutual Cooperation.....	55
28.02	Hazardous Substances .....	55
28.03	Occupational Health and Safety Committee .....	55
28.04	Training for Safety Purposes.....	55
28.05	Workplace Violence .....	55
28.06	Safety Footwear Allowance.....	56
<b>ARTICLE 29:</b>	<b>HARASSMENT .....</b>	<b>56</b>
29.01	.....	56
29.02	.....	56
29.03	.....	56
<b>ARTICLE 30:</b>	<b>EMPLOYEE RECORDS .....</b>	<b>56</b>
30.01	.....	56
<b>ARTICLE 31:</b>	<b>PRINTING THE COLLECTIVE AGREEMENT .....</b>	<b>57</b>
31.01	.....	57
<b>ARTICLE 32:</b>	<b>BULLETIN BOARDS .....</b>	<b>57</b>
32.01	.....	57
<b>ARTICLE 33:</b>	<b>JOINT JOB EVALUATION COMMITTEE .....</b>	<b>57</b>
33.01	.....	57
<b>ARTICLE 34:</b>	<b>JOB SECURITY.....</b>	<b>58</b>
34.01	Volunteers.....	58
34.02	Work Experience.....	58
34.03	Contracting Out.....	59
<b>ARTICLE 35:</b>	<b>TERM OF AGREEMENT .....</b>	<b>59</b>
35.01	Term.....	59
35.02	Continuation Article .....	59
35.03	Retroactivity .....	59
<b>ARTICLE 36:</b>	<b>STAFF DEVELOPMENT .....</b>	<b>60</b>
36.01	.....	60
<b>ARTICLE 37:</b>	<b>LETTERS OF UNDERSTANDING .....</b>	<b>60</b>
<b>SCHEDULE “A”</b>	<b>.....</b>	<b>62</b>
<b>LETTER OF UNDERSTANDING #1</b>	<b>.....</b>	<b>70</b>
<i>RE: Jurisdictional</i>		
<i>Anomalies</i>		

<b>LETTER OF UNDERSTANDING #2 .....</b>	<b>72</b>
<i>RE: Work Experience Placement Agreement</i>	
<b>LETTER OF UNDERSTANDING #3 .....</b>	<b>74</b>
<i>RE: Consultation Process</i>	
<b>LETTER OF UNDERSTANDING #4 .....</b>	<b>75</b>
<i>RE: Bridging employees who work less than twelve (12) months a year and do not receive LTD payments in July and August</i>	
<b>LETTER OF UNDERSTANDING #5 .....</b>	<b>76</b>
<i>RE: Service Improvement Allocation</i>	
<b>LETTER OF UNDERSTANDING #6 .....</b>	<b>76</b>
<i>RE: 17.13 Deployment</i>	
<b>LETTER OF UNDERSTANDING #7 .....</b>	<b>78</b>
<i>RE: Homestay Coordinators</i>	
<b>LETTER OF UNDERSTANDING #8 .....</b>	<b>80</b>
<i>RE: Continuous Service</i>	
<b>LETTER OF UNDERSTANDING #9 .....</b>	<b>801</b>
<i>RE: Local Table Bargaining Funds</i>	
<b>EMERGENCY SICK LEAVE .....</b>	<b>84</b>
<b>APPENDIX A .....</b>	<b>88</b>

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2022**

**BETWEEN:**

**BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 61  
(GREATER VICTORIA)**

(hereinafter called the “Employer”)

**OF THE FIRST PART**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 947  
(GREATER VICTORIA SCHOOL BOARD EMPLOYEES)**

(hereinafter called the “Union”)

**OF THE SECOND PART**

**WHEREAS** the Board is an “Employer” within the meaning of the *Labour Relations Code of British Columbia*;

**AND WHEREAS** the Union is a “Labour Organization” within the meaning of said Act;

**AND WHEREAS** both parties are grateful to work, live and learn on the Lekwungen traditional territory of the Songhees and the Esquimalt First Nations;

**AND WHEREAS** it is the desire of both parties to promote and maintain harmonious industrial relations and to recognize the mutual value of joint discussions and negotiations;

**AND WHEREAS** the parties have carried out collective bargaining and have reached agreement as hereinafter expressed;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto agree each with the other as follows:



## ARTICLE 1: DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

### 1.01 Party

Means either of the parties signatory to this Agreement.

### 1.02 Employee

Means any person defined as such by the Labour Relations Code of British Columbia who is employed in one of the categories listed below (Articles 1.04 through 1.06 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

### 1.03 Bargaining Unit/Work of the Bargaining Unit

- (i) The parties agree that the bargaining unit is comprised of office/technical support, education assistants and clerical employees.
- (ii) The Work of the Bargaining Unit means jobs that are within the description of the bargaining unit as ordered by the *Labour Relations Board of British Columbia*.

### 1.04 Regular Employee

Is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period in a regular appointment.

### 1.05 Spareboard Employee:

- (i) A spareboard employee is an employee who works as required on an on-call basis or to fill a spareboard assignment. Notwithstanding the foregoing, a spareboard employee may be employed to fill a vacancy arising from a leave of absence of a regular employee or for a temporary assignment for a period not to exceed twelve (12) months, unless otherwise mutually agreed to.
- (ii) If a spareboard employee secures a regular position the transition date will be established by mutual agreement of the employee and employer. The transition date may be delayed but shall not be later than one (1) month after the employee secures the regular position. In arriving at the transition date, natural breaks in the delivery of services, such as the scheduled summer, winter and spring breaks will be considered, and not count towards the one (1) month transition date.

- (iii) The Employer has the right to terminate spareboard employees for proper cause related to unsatisfactory work performance.

#### **1.06 Probationary Employee**

Is any employee who has not successfully completed the requirements of the probationary period pursuant to Article 15.02.

#### **1.07 Benefits for Regular Employees Working Less than Full-Time**

Regular employees who work less than full-time hours, as defined in Article 18, shall be eligible for the following benefits:

- (i) Eligibility for benefits shall commence after completion of their probationary period;
- (ii) When accepted for coverage by the terms of the benefit plan, as established by the carrier, premium contributions for group life insurance, medical, extended health benefits and dental plans shall be the same as those required for regular full-time employees;
- (iii) The level of statutory holiday, vacation and sick leave benefits shall be pro-rated on the basis of hours actually worked in accordance with their appointment.

#### **1.08 Spareboard Employee Terms and Conditions**

Other Articles of this Agreement notwithstanding, spareboard employees shall not be entitled to the terms and conditions of this Agreement, save and except as follows:

- (i) Payment of overtime for work performed in accordance with Article 19.01;
- (ii) They shall be paid an amount equal to eleven percent (11%) of their gross earnings (basic wages plus (+) overtime) on each pay cheque, in lieu of the full benefit package normally provided by the Agreement (including but not limited to vacations, statutory holidays, sick leave, Municipal Pension Plan, medical, extended health benefits, dental and group life insurance coverage);
- (iii) They shall have their spareboard service accumulated for purposes of seniority pursuant to Articles 1.05 and 15.04;
- (iv) They shall have access to the grievance procedure;
- (v) They shall pay union dues pursuant to Article 6;

- (vi) They shall receive the benefits of Articles 24.03, 24.04, 25.02, 25.03, 25.05, subject to the conditions contained therein;
- (vii) They shall receive the spareboard (S) rate pursuant to Schedule "A" and Shift Differential.

**1.09 Plural or Masculine Terms**

Plural or masculine terms shall apply wherever the singular or feminine is used in this Agreement, or vice versa, as the context requires.

**1.10 Student Supervisors**

Employees who work exclusively as student supervisors shall be excluded from the following articles:

- (i) Article 17.01 (ii) (c) (II);
- (ii) Article 17.03
- (iii) 17.13

**ARTICLE 2: UNION RECOGNITION**

**2.01**

The Employer recognizes the Canadian Union of Public Employees, Local 947, as the exclusive agent for those bargaining unit employees covered by this Agreement.

**ARTICLE 3: MANAGEMENT RIGHTS**

**3.01**

Subject to the terms and conditions of this Agreement, the Board shall have the right to:

- (i) Suspend, transfer, lay-off or discharge an employee for proper cause; or
- (ii) Communicate to an employee a statement of fact or opinion reasonably held with respect to the Employer's business; or
- (iii) Make a change in the operation of the Board's business necessary for the proper conduct of the Board's business.

## **ARTICLE 4: UNION SECURITY**

### **4.01**

All employees within the bargaining unit who are presently members of the Union, or future employees who become members, shall remain members in good standing, as a condition of continued employment.

### **4.02**

All future employees who are hired to work within the bargaining unit shall become and remain members of the Union in good standing, as a condition of continued employment. New employees shall complete the form noted in Article 6.02 and such deductions shall commence on the first pay day following employment.

### **4.03**

Neither the Employer nor CUPE 947 members shall request, require or permit any agreement that violates the terms of the Collective Agreement, without the prior written permission of the Union and the Board.

## **ARTICLE 5: NEW EMPLOYEES**

### **5.01**

The Board shall present each new employee with a copy of this Agreement upon commencement of employment.

### **5.02**

The Board shall notify the Union of the name, address, position and location of each new employee, on or before their date of appointment.

## **ARTICLE 6: CHECK-OFF**

### **6.01**

All employees of the Board, working within the bargaining unit shall, as a condition of employment, pay Union dues or an assessment, including initiation fees equal to such dues, by payroll deduction.

### **6.02**

The Board agrees to deduct from every employee and remit to the Union, upon written authorization from the employee on a satisfactory form, any dues or assessments, including initiation fees, levied in accordance with the constitution of the Canadian Union of Public Employees, and owing by the employee to the Union.

### **6.03**

Fees, dues and assessments, deducted on behalf of the Union, shall be forwarded to the Treasurer of the Union by the seventh (7th) day of the month following deduction of the fees, dues or assessments.

**6.04**

At the same time that Income Tax (T-4) slips are made available, the Employer shall provide a record, or print on the T-4 slip, the total amount of Union dues deducted on behalf of each dues payee, by check-off, during the previous year.

**ARTICLE 7: CORRESPONDENCE**

**7.01**

All correspondence between the parties hereto arising out of this Agreement or incidental thereto, except as provided in Article 7.02, shall pass to and from the Secretary-Treasurer of the Board or delegate, and the Secretary of the Union or the Union's delegate, with copies of all such correspondence to the Director of Human Resource Services.

**7.02**

Correspondence in respect to Article 35.01 and any matter respecting amendment, revision, renegotiation or termination of this Agreement, shall be between the Secretary of the Union and the Director of Human Resource Services.

**ARTICLE 8: NO DISCRIMINATION**

**8.01**

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, benefits, training, upgrading, promotions, transfers, lay-off, discipline, discharge or otherwise by reason of age, race, creed, colour, physical disability, national origin, political or religious affiliation, gender, sex, sexual orientation or marital status; nor by reason of membership in the Union. This Article shall not apply to normal retirement in accordance with the *Municipal Pension Plan*.

**ARTICLE 9: SCHOOL BOARD MINUTES**

**9.01**

A copy of the adopted minutes of regular Board of School Trustees meetings and committees, as appropriate, shall be provided to the Union upon its request.

## **ARTICLE 10: LABOUR/MANAGEMENT RELATIONS**

### **10.01**

A Labour/Management Committee shall be appointed, consisting of not more than four (4) representatives of the Board and not more than four (4) representatives of the Union. The Committee shall convene at the request of either party. The date, time and place of meetings shall be by agreement of the parties and be held within two (2) weeks of said request. Only those items on the agenda shall be discussed at committee meetings, excepting those items which are added by mutual agreement.

### **10.02**

The Committee shall concern itself with the matters of the following general nature:

- (i) Considering constructive criticisms of all activities so that better relations shall exist between the Board and its employees;
- (ii) Increasing operating efficiency by promoting cooperation in effecting economical moves;
- (iii) Improving service to the public;
- (iv) Reviewing suggestions from employees and questions of working conditions and service (but not grievances concerned with service);
- (v) Correcting conditions making for grievances and misunderstandings (but not specific grievances);
- (vi) Promoting education and training of employees.

### **10.03**

One (1) Employer and one (1) Union representative shall be designated as joint Chairpersons and shall alternate in presiding over committee meetings.

## **ARTICLE 11: GRIEVANCE PROCEDURES**

### **11.01 Definition**

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Employer and any employee, concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitratable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work, or any reduction in production or services.

## **11.02 Procedure**

- (i) Step 1: Within sixty (60) working days from the date of the incident prompting the grievance or within sixty (60) working days of the date the grievor should reasonably have become aware of the incident prompting the grievance, the employee shall discuss the matter with their section supervisor, as designated by the Board. A Shop Steward shall be present during discussions at this Step.
- (ii) Step 2: If no settlement is reached at Step 1, the Steward, at the request of the aggrieved employee, shall submit the grievance in writing to the Director of Human Resource Services within seven (7) working days of the discussion at Step 1. The recipient of this grievance shall meet with the employee and a Shop Steward, or other representative of the Union, within seven (7) working days of receipt of the grievance, in an attempt to reach a satisfactory settlement of the grievance.
- (iii) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the designated representatives of the Union and the Secretary-Treasurer, within seven (7) working days of the last meeting at Step 2.
- (iv) Step 4: If no settlement is reached through the foregoing procedures, the grievance may be referred to arbitration. The party referring the grievance to arbitration shall give notice to the other party in writing, together with the name of its representative on the Arbitration Board, within ten (10) working days of the last meeting at Step 3.

## **11.03 Extension of Time Limits**

The parties may, by mutual agreement in writing, extend the time limits established above, provided such extension is requested prior to the expiry of the time allowed.

## **11.04 Policy Grievances**

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, or where the Board has a grievance, such grievance may be processed commencing at Step 3, provided the grievance is submitted within the time limitations provided under Subsection 11.02 (i).

## **ARTICLE 12: ARBITRATION PROCEDURES**

### **12.01 Appointment of an Arbitration Board**

Within five (5) working days of receiving the notice referred to in Subsection 11.01 (iv), the second party shall appoint its representative to the Arbitration Board and shall notify the first party in writing. The two (2) representatives so appointed shall agree to a Chairperson of the Board within ten (10) working days. Should they be unable to agree, the Minister of Labour shall be requested to appoint a Chairperson.

### **12.02 Powers and Responsibilities of the Arbitration Board**

- (i) The Arbitration Board shall hear the parties and render an award within fifteen (15) working days from the time the Chairperson has been appointed and shall commence its proceedings within forty-eight (48) hours after the Chairperson has been appointed.
- (ii) The award of the majority of the Arbitration Board shall be final and binding upon both parties.
- (iii) Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson, within five (5) working days of receipt of the decision, to reconvene the Board to clarify the decision.
- (iv) The time limits fixed in this Article 12 may be extended by mutual agreement of the parties.

### **12.03 Cost of Arbitration**

Each party shall pay:

- (i) The remuneration and expenses of the arbitrator it appoints;
- (ii) One half (1/2) the remuneration and expenses of the Chairperson; and
- (iii) One half (1/2) the expenses of the Board for clerical assistance, supplies and rent of a place to meet.

## **ARTICLE 13: DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01 Notification to Union**

The Union shall be notified in writing of all dismissals, suspensions and discipline of employees within two (2) working days of such dismissal, suspension or discipline.



### **13.02 Warnings**

#### **(i) Letters of Direction**

Letters of direction shall be used for the purpose to counsel, clarify, communicate, and to identify expected job duties. Letters of direction will not make reference to further incidents and are not considered disciplinary.

#### **(ii) Disciplinary Warnings**

Employees shall be given copies of all formal (written) discipline warnings and performance appraisals placed on their personnel files.

### **13.03 Discipline**

(i) The Board may discipline any employee at any time for just and reasonable cause.

(ii) An employee shall have their Shop Steward present at any discussion with supervisory personnel that the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their Shop Steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

### **13.04 Personnel Files**

A personnel file for each employee shall be maintained at the School Board Office. Right of access and privacy protection will comply with the Freedom of Information and Protection of Privacy Act (FOIPOP).

An employee has a right of access to their personnel file upon written notice and in the presence of the Director of Human Resource Services or designate. An employee is entitled to a copy of any item in their file.

The Union, with written permission from the employee, shall have access to the employee's file, subject to FOIPOP.

An employee may request a correction of any information and shall have the opportunity to attach a written rebuttal to any material that is critical of that employee.

An employee may apply to have adverse reports removed from their personnel file in accordance with Article 13.05.

**13.05 Written Adverse Reports**

- (i) Employees shall have the opportunity to attach a written rebuttal to written warnings, adverse reports or suspension notices contained in the employee personnel file. Employees may apply to have suspension notices removed three years after the filing, provided that no further material of that nature has been subsequently filed. Such requests shall not be unreasonably denied.
- (ii) An employee may apply to have written warnings, Letters of Direction and adverse reports regarding minor incidents removed two years after the filing, if there have been no other verbal or written warnings in the previous twelve-month period.
- (iii) Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered an admission that such discipline was justified.

**ARTICLE 14: LABOUR DISPUTES**

**14.01**

During the term of this Agreement, there shall be no lockouts by the Employer, or any person acting on behalf of the Employer; nor shall there be any strike, or withdrawal of services, on the part of the Union or any of the employees. The Board shall not request, require or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this unit be required to cross any legal union picket line resulting from a legal strike as defined in the *Labour Relations Code of British Columbia*, and such employee shall be deemed to be on unpaid leave.

**ARTICLE 15: SENIORITY**

**15.01 Definition**

For purposes of this Agreement, seniority is defined as the length of a regular employee's continuous employment with the Employer from the last date of regular appointment. A regular employee shall not attain seniority until the Board has ratified the appointment and the employee has fulfilled the requirements of the probationary period, which seniority shall include the probationary period. Spareboard employees shall neither accumulate nor exercise seniority, except in accordance with Article 15.04 below.

## **15.02 Probationary Period**

An employee who has become, for the first time, an employee in a regular position shall serve six (6) months worked as a probationary employee. It is understood that this six (6) month probationary period excludes any time spent while on summer layoff. Probationary employees shall have the right to recall as per article 17.09 if a probationary employee is away from their regular position for more than fifteen (15) work days, the probationary period shall be extended by the number of work days the employee is away. Probationary employees may be terminated for cause related to unsatisfactory work performance.

It is understood that the six (6) month probationary period described below will not apply to any employee hired prior to the ratification of the collective agreement of April 3, 2012. Any such employee will continue to have a three (3) month probationary period.

Probationary employees shall be entitled to the benefits and conditions of this Agreement only where such are explicitly provided.

Probationary employees shall be paid the job rate pursuant to Schedule "A" and Shift Differential.

## **15.03 Natural Breaks For Less Than Twelve (12) Month Terms**

Employees who are appointed to a regular position for a period of ten (10) months, but less than twelve (12) months, and where the position is not subject to elimination, the Employer will continue benefit coverage in accordance with Article 26.07. In such cases, the breaks between consecutive terms shall not be considered as a break in continuous service for purposes of fringe benefit entitlement.

## **15.04 Spareboard Seniority**

Spareboard employees shall neither exercise nor accumulate seniority, except as set out below:

- (i) Effective January 1, 2023, spareboard employees shall have secondary seniority which shall be the date of hire.
- (ii) The Employer shall maintain a seniority list showing each spareboard employee's seniority date year as per Article 15.07.
- (iii) Secondary seniority shall be used for the purpose of:
  - (a) Applying for Posted Positions: An employee who has secondary seniority and who applies for a posted position shall be

considered for that position after regular employees and prior to outside applicants;

- (b) Being Offered Work pursuant to Article 1.05 (i): An employee who has secondary seniority shall be offered work by seniority providing the employee is qualified for the posted position. In the event an employee is working when such assignment arises, the employee shall complete the current assignment before any re-assignment.
- (c) When two (2) or more employees have the same seniority or secondary seniority date, the employees' date will be considered as per Article 15.07(iii).
- (d) If a spareboard employee is granted a leave longer than 2 weeks, upon their return, their secondary seniority date shall be adjusted accordingly.
- (iv) Those spareboard employees who are subsequently appointed to regular employment shall, after completion of the normal probationary period, have seniority as a spareboard employee credited as regular seniority. The seniority date for the employee shall be the date the secondary seniority is effective in accordance with Article 15.04 (i).
- (v) Spareboard employees shall be eligible to apply for any vacancy posted under this Article. Provided always that the criteria of the job description qualification sheet, and that the qualifications, skill and ability of the spareboard employee to perform the work in question is equal to that of an external applicant, the spareboard employee shall receive preference.

#### **15.05 Student Supervisors**

Employees hired exclusively as Student Supervisors may accumulate seniority; however, their seniority shall not be exercised for the purpose of bidding on posted positions other than positions classified as Student Supervisors.

In the event that a Student Supervisor applies for a position and is successful based on their qualifications and skills, and complete the probation period, the Board will recognize their service to the District and adjust their seniority.

#### **15.06 Loss of Seniority**

- (i) A regular employee shall not lose seniority as a result of being absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer. A regular employee shall lose seniority in the event:

- (a) The employee is discharged for just cause with written reasons and is not reinstated;
  - (b) The employee resigns;
  - (c) The employee fails to return to work as required following a lay-off after being notified of recall pursuant to Article 17.10;
  - (d) The employee is laid-off and not recalled during the recall period established in Article 17.07.
- (ii) A spareboard employee shall lose spareboard seniority and all rights to employment in the event:
  - (a) The employee is discharged and not reinstated;
  - (b) The employee resigns;
  - (c) The employee has not been called to work during any ten (10) calendar month period;
  - (d) The employee refuses, or is not available, to report for work to five (5) calls to work within a school year unless such unavailability had been previously arranged with the Employer.

#### **15.07 Seniority Lists**

- (i) The Employer shall maintain a seniority list showing each regular employee's seniority date and the secondary seniority date for each spareboard employee. This list shall be forwarded to the Union each September and February.
- (ii) When two (2) or more employees commenced employment on the same date, the seniority of each employee shall be determined in accordance with their respective application dates.

#### **15.08 Transfers Out of the Bargaining Unit**

Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not continue to accumulate seniority for periods of service outside the unit. Employees transferred or promoted out of the bargaining unit may be returned to the bargaining unit, provided that no more than twenty (20) months have passed, they meet the requirements of Article 16 and subject to an agreeable payment of back union dues.

## **ARTICLE 16: STAFF CHANGES**

### **16.01 Definition**

For purposes of this Agreement, staff changes shall be the occurrence and filling of any vacancy in the regular staff covered by this Agreement, created for any reason whatsoever.

### **16.02 Posting of Vacancies**

- (i) When the Employer deems a vacancy exists outside of the deployment period, vacancies in regular positions, as defined in Article 1.04, shall be posted within ten (10) working days of being created. Such vacancies shall be posted for a period of five (5) working days prior to being filled, in such places as mutually agreed upon by the Employer and the Union. Exceptions shall be by mutual agreement of Human Resource Services and the Union. Normally, vacancies for the deployment period will be dealt with pursuant to Article 17.13, Deployment with the exception of those technical positions listed in Article 16.02 (ii) below.
- (ii) The Board recognizes that certain technical positions may become vacant and need to be filled on a regular or temporary basis during the period July 1 to August 31. A list of classifications will be presented to the Labour Management Committee for review each April.

The Board shall ensure that employees will be given the following opportunities to apply for any of the above positions that are posted or advertised between July 1 and August 31:

- (a) A general notice will be posted each June inviting applications for the above-noted technical positions;
- (b) Employees will have the option of submitting a completed application with Human Resource Services between June 15 and June 30 for any positions they may be interested in, in the event such a position may become available in July or August. The employees' application must include a phone number where they can be reached over the July and August period, and an indication of when they would be available for an interview;
- (c) Positions shall be posted through the internal process and displayed in all locations where CUPE 947 employees are located and actively at work during the posting period;
- (d) Any advertisements in local newspapers during July and August will include the provision that qualified internal applicants will be given first consideration.

- (iii) The Union shall be notified in writing forty-eight (48) hours prior to the posting of all vacancies under this Article, such notice to include the nature of the vacancy, the minimum qualifications therefore and all details and pertinent material thereto.
- (iv) Within this forty-eight (48) hour period, either party may request a meeting of the Labour/Management Committee to discuss the staff change; however, this Subsection shall not be used to delay filling such vacancy.
- (v) Temporary vacancies in excess of three (3) months, as defined in Article 1.05, will be posted in accordance with (i), (ii) and (iii) above and with Article 16.07 (ii).
- (vi) The District agrees it will attempt to create meaningful jobs for its employees so that current regular part-time employees will achieve, where possible and practical, full-time hours. In so doing, new hours (regular or temporary) that become available in a school/location during a school year shall be assigned to employees in the school/location on the basis of seniority, classifications and scheduling requirements. Employees can be assigned hours in classifications that are equal to or lower than the classification they currently hold provided these classifications are within the same job stream. Human Resource Services will confirm the employee meets the qualifications for the added classifications prior to assignment. It is understood that every effort shall be made to increase regular hours for regular employees. In the event it is determined it is not possible or practical to add new hours by seniority, the District will upon request from the Union provide the Union with reasons for the determination. If there is no one available at that school/location with the qualifications or scheduling ability to have hours added to their work schedule, then these additional hours shall be posted.

**Note:** Current job streams are: Clerical, Technical and Education Assistant. It has been agreed that School Meals Assistant, Student Supervisor, School Assistant and Office Assistant hours can be added to any classification regardless of job stream.

### **16.03 Role of Seniority in Filling Vacancies**

Job opportunity should increase in proportion to length of service. Therefore, in the filling of vacancies, the applicant with the greatest seniority and having the required qualifications, skills and ability to perform the job applied for shall be awarded the position.

#### **16.04 Appraisal Period**

- (i) When a regular employee is the successful applicant, or is deployed at the District level to a vacancy posted under Article 16.02 or in accordance with Article 17.13, or Letter of Understanding #2 (Accommodation), the employee shall serve an appraisal period not exceeding three (3) months. If the appointment is not confirmed, the employee shall revert to their former position and wage rate without loss of seniority, and any other employee(s) promoted or transferred as a result of the staff change shall return to their former position and wage rate without loss of seniority. Where an employee has been previously deployed under Article 17.13, or Letter of Understanding #2 (Accommodation), that employee shall be provided another opportunity for District deployment.
- (ii) In the event an employee reverts back to the employee's former position within thirty (30) scheduled working days, the vacant position shall be awarded to the next most successful applicant as indicated by the selection process.

#### **16.05 Union Notification**

The Union shall be notified within five (5) working days of all staff changes, new hires, layoffs, recalls, and terminations of employment.

#### **16.06 Regular Employees Accepting Temporary Appointments & Vacancies**

Regular employees working in temporary vacancies shall be paid at the Job Rate and receive sick, vacation and applicable statutory holiday entitlements (Articles 22.01, 21.01 and 20.01 respectively).

- (i) Temporary appointments not exceeding three (3) months shall be filled in accordance with Article 1.05.
- (ii) Temporary vacancies with an approximate term of longer than three (3) consecutive calendar months shall be posted, unless otherwise mutually agreed to by the Union and Human Resource Services. Temporary clerical vacancies will be posted subject to the requirement that available applicants will be working a minimum of four (4) hours per day.

As a result of a temporary vacancy being filled by a regular employee, only one additional temporary vacancy will be posted. Spareboard employees shall fill any subsequent vacancies unless the chain of postings is extended by agreement between the Union and Human Resource Services.

Regular employees filling temporary vacancies will return to their former positions and wage scale, upon its completion.



Regular employees working in temporary vacancies shall be paid at the Job Rate and receive applicable sick, vacation and statutory holiday entitlements.

Regular employees accepting posted temporary vacancies will be eligible, where applicable, to apply for employee benefits pursuant to Article 26.

- (iii) Should an employee obtain a subsequent temporary appointment within four (4) months of returning from a temporary appointment, then such temporary appointment will be considered an addition to the first appointment. Should successive temporary vacancies together total in excess of one (1) year, the employee's regular position shall be posted. Upon completion of the temporary appointment, the employee shall bid for posted vacancies.

**16.07 Spareboard Employees Accepting Temporary Appointments and Vacancies**

Spareboard employees working in temporary vacancies of longer than two (2) consecutive months shall serve the time towards completing the probationary period as set out in Article 15.02 Probationary Period. Upon completion of the probationary period as set out in Article 15.02, in one or more temporary appointments or a combination of temporary and regular appointments, the employee will be eligible for benefits upon accepting a regular appointment. These employees will serve an appraisal period per article 16.05.

**ARTICLE 17: DEPLOYMENT, BUMPING, LAYOFFS, AND RECALL**

**17.01 Definition**

- (i) Consistent with the following Articles, a layoff shall be defined as the loss by a regular employee of the opportunity to work in the regular position currently occupied as a result of either:
  - (a) The elimination of such position; or
  - (b) The reduction of any hours.
- (ii) Employees receiving notice of layoff pursuant to Article 17 shall select one of the following procedures during a Union/Management consultative meeting held for this purpose:
  - (a) Successfully bumping, pursuant to Article 17.03;
  - (b) Severance, pursuant to Article 17.06;

- (c) 1. Recall, pursuant to Article 17;
2. Laid-off employees who are not recalled shall have access to deployment for the duration of their recall period.

#### **17.02 Layoff Order**

Regular employees shall be laid-off on the basis of the classification and department/school designated for the layoff by the Employer. When the required qualifications, skill and ability to perform the work in question are equal among two (2) or more employees occupying such classification, the senior employee shall receive preference, provided always that the employee to be retained in that classification and department or school meets the criteria of the job description qualification sheet, and has the required qualifications, skill and ability to perform the work in question.

#### **17.03 Bumping Rights**

Bumping only occurs as a District-wide process and is administered through Human Resource Services in conjunction with the Union Executive.

- (i) Within three (3) working days after being notified under Article 17.01 that they occupy a classification designated for layoff, affected regular employees who are not to be retained in that classification and department/school, shall be given an opportunity to exercise their seniority by electing to bump. An employee exercising bumping rights may only bump into a position held by the most junior employee of any classification that is equal to or lower than the classification held by the surplus employee that has the same continuing hours provided that the surplus employee has the required qualifications.
- (ii) If no position provides the same number of continuing hours, the surplus employee may opt to bump into a position with greater or lesser hours provided that the position is held by the most junior employee in any classification that is equal to or lower than the classification held by the surplus employee and provided that the surplus employee has the required qualifications. Classifications for bumping will be determined by the final targets as established through the job evaluation process.

#### **17.04 Notice of Layoff**

- (i) The Employer shall provide written notice to a regular employee(s) whose position has been eliminated, has had hours reduced in accordance with Article 17.01, or in accordance with Article 17.03, has been bumped by a more senior employee, or does not bump a more junior employee, and, as a result, is to be laid-off. Such notice

shall be four (4) calendar weeks prior to the effective date of this layoff.

- (ii) When layoff notice is not provided under Subsection (i) above, the employee involved shall be paid in lieu of any such notice not received. Notice under this Article 17.04 shall not be initiated during normal school term breaks, nor shall the normal school breaks (summer, spring, and winter) be considered part of the notice period.

#### **17.05 Appraisal Period**

- (i) A regular employee who elects to bump in accordance with Article 17.03, or who is recalled to employment in accordance with Subsection 17.09 (ii), shall serve an appraisal period not exceeding three (3) months in the new position. During this period should the employee prove unable to satisfactorily perform the duties of the new position, they shall be laid-off and placed on the recall list.
- (ii) In no event shall any employee be permitted to bump a second time as a result of the same layoff.

#### **17.06 Severance Pay**

Those regular employees, who do not bump a more junior employee in accordance with Article 17.03, and who, as a result, are to be laid-off and placed on the recall list may, at the time of receiving their notice of layoff pursuant to Article 17.04, elect to take severance pay as follows: Employees defined in accordance with Article 1.04 shall receive the minimum severance pay of two (2) weeks basic pay. Those employees who have completed three (3) years continuous service shall receive additional severance of one (1) calendar week; and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks, and by so electing, not work the balance of the notice period. Employees who elect to take severance pay under this Article shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

#### **17.07 Recall List**

Regular employees laid-off under this Article, who do not bump a more junior employee in accordance with Article 17.03, and who do not take severance pay in accordance with Article 17.06 shall be placed on the recall list in seniority order for a period not to exceed twelve (12) continuous months.

See Article 17.09 (iii)

Notwithstanding the above, regular employees on recall who work a cumulative number of days in excess of one hundred (100) working days in the twelve (12) month recall period shall have their recall rights extended for an additional twelve (12) consecutive months. It is understood and agreed that such extension shall not be granted where employees decline recall to a regular appointment or make themselves unavailable for work. The maximum recall period in this case shall be twenty-four (24) months.

#### **17.08 Status While on Recall List**

During this twelve (12) month period on the recall list, employees shall not be eligible to receive any of the benefits of this Agreement. The service, sick leave credits, vacation entitlement level and fringe benefits of such employees shall be frozen at the time of their layoff and should the employee be recalled pursuant to this Article within the twelve (12) month recall period, the service, sick leave credits, vacation entitlement level and fringe benefits of such employees shall be reinstated to that which had existed at the time of the layoff.

#### **17.09 Recall Rights**

- (i) Employees on the recall list shall be offered available positions within the same classification from which they were laid-off.
- (ii) Laid-off employees on the recall list may make application for vacancies which are posted under Article 16.03 on the same basis as active employees. Laid-off employees on the recall list who fail to apply for posted vacancies shall receive no consideration when such vacancies are filled on the basis of Article 16.02.
- (iii) If the regular vacancy is not filled under Subsection (ii) above, and in accordance with the procedure set out in Article 17.10 below, the Employer shall then attempt to recall a laid-off regular employee from the recall list having the required qualifications, experience, skill and ability to perform the work in question, before offering employment to a new employee.
- (iv) In no event shall the Employer be required to re-employ any former employee after being laid-off and on the recall list for longer than twelve (12) continuous months, except as extended by the application of Article 17.07.

#### **17.10 Recall Procedures**

- (i) It shall be the responsibility of laid-off regular employees to maintain their current telephone number and postal address with the Human Resource Services Department. When filling vacancies under Article 17.09 (iii), the Employer shall attempt to contact a laid-off regular employee on the recall list having the required qualifications,

experience, skill and ability to perform the work in question, at the telephone number so provided to instruct the employee of the date and time to report for work. Should the employee not accept the recall, the employee, subject to Subsection (iii) below, shall lose one (1) right to recall. The date and time to report may be extended by a maximum of ten (10) working days upon the approval of the Employer, should the employee have extenuating personal circumstances which make it impossible to report as required, provided that operational requirements of the Employer permit. Notwithstanding the above, failure to report to work on the date and time agreed shall result in termination.

- (ii) Employees on the recall list shall contact the Employer when they are to be temporarily away from their current address and phone number to provide a temporary phone number and address where the Employer will be able to contact them during such absence.
- (iii) Employees shall have the right to refuse two (2) recalls to employment during their recall period before losing their recall rights.

#### **17.11 Temporary Layoffs**

This Article 17 does not apply to temporary layoffs of five (5) working days or less. A change in work location, or a reduction of work hours in any position less than defined in Article 17.01 shall not be considered a layoff under this Article and employees shall not be eligible to bump for these reasons.

#### **17.12 Grievance Procedure**

All determinations of qualifications, experience, skill and ability under this Article 17 shall be made by the Employer and the question of whether the Employer has made such determinations in a fair and equitable fashion shall be subject to the grievance procedure.

#### **17.13 The Staffing Process**

Terms of Reference:

School/Department Allocation Process: Is the annual process of assigning allocated budget and/or hours to CUPE 947 staff. (April 15 – September 30).

Reassignment Process: Is the District placement of CUPE 947 staff declared “excess to needs.” (June 1 to September 30).

Deployment Meeting: is the meeting held during the last week of September to place members who continue to be in layoff/recall following the Reassignment Process.

School/Department Allocation Process:

- (a) The objective is to deploy hours on the basis of District Seniority, to create as many full-time, or almost full-time, positions as operationally achievable. As in the normal hiring process, employees must possess the qualifications listed in the job description.
- (b)
  - (i) Each school/department administrator/exempt staff shall determine staffing needs for the next school year by May 31. If this is not possible due to delays in Board budget approval, the parties will discuss how to deal with the delay.
  - (ii) Employees can be allocated regular hours in job classifications that are equal to or lower than the classification they currently hold, provided these classifications are within the same job stream. Human Resource Services will confirm the employee meets the qualifications of the added classifications prior to this assignment.
  - (iii) Employees can only be assigned temporary hours in classifications that are equal to or lower than the classification they currently hold, provided these classifications are within the same job stream and provided they can be added to a regular assignment. Temporary hours are not part of the obligation as reference in Article 17. 13. (iv).

(Current job streams are: Clerical, Technical and Educational Assistant. It has been agreed that School Meals Assistant, Student Supervisor, School Assistant and Office Assistant hours can be added to any classification regardless of job stream).

- (iv) On the basis of position and seniority, school/departments will allocate hours to current regular employees. As school/department deploy their allocations, employees who do not have hours assigned to them or have only reduced hours available to them within the school/department are declared "excess to needs." An employee can be declared excess to needs only where a bona-fide and continuing reduction of hours occurs. These employees shall be the least senior employees, based on operational requirements and the necessary qualifications. No senior employee can volunteer to be declared excess in lieu of a junior employee. An employee who student of program will be moving to a new school may be given the option of moving providing a vacancy exists at the receiving school.
- (v) The obligation of the school/department is to offer positions and hours, based on seniority, to an equal number of hours the

employee works in the current school year. Should this not be possible, and an employee decided voluntarily not be declared to excess to needs, the obligation of the school/department for the next school year onwards changes. The school/department would then be obligated to offer a position and hours based on the reduced number of hours assigned to and accepted by this employee effective September 1 of the new school year.

**Reassignment Process:**

- (c) Reassignment is undertaken at the District level only and will be managed jointly by Human Resource Services and the Union. This process will be initiated during the period of June 1 to September 30. All postings will be held from May 1 until the first full week of June. At that time all vacancies that have accumulate shall be posted. A second posting period will begin on Thursday two (2) weeks prior to school opening. Those postings will close the Wednesday prior to school start up. Vacancies from October 1 to April 30 shall be handled pursuant to Article 16.02. In the event that the District feels that no internal candidates will be able to fill a position it may post the positions externally despite 17.13(c) following consultation with the Union.
- (d) The Union and the District will jointly organize a meeting to be held in the first week of June to explain the Reassignment Process to employees subject to layoff.
- (e) All employees shall be able to apply for positions for which they are qualified during the Reassignment Process but priority shall be given the following employees:
  - (i) Regular employees returning from leaves of absence where their position is discontinued;
  - (ii) Employees having layoff/recall status, or where such placement would reduce regular hours and the regular employee does not wish to continue in the position with the reduced hours;
  - (iii) On a case-by-case basis, regular employees who are eligible for deployment to a vacant position by virtue of an accommodation request under Letter of Understanding #2. Such employees will be given access to the deployment process with all other employees as defined in (c) above, in order of seniority.
- (f) Affected employees will be given intent to layoff notices and be placed in the Reassignment Process, subject to Article 17.01 (ii). If significant reductions in the District F.T.E. are contemplated, the

parties shall meet to discuss the deployment process to ensure the rights of the senior employees are protected.

- (g) (i) Eligible employees will be awarded positions for which they are qualified based on the job description. Employees must be able to demonstrate that they have the specific skills by:
  - Having current experience the previous year; or
  - If that experience is more than a year old the employee must:
    - Pass appropriate testing, or
    - Be currently enrolled in an approved course.
- (ii) Where an employee is offered a comparable position (same job classification, same or greater hours) and the employee declines the assignment, they shall have the right of recall as outlined in Article 17.07. Article 17.10 (iii) shall apply to refusals during this process.
- (h) When a school/department reinstates a position with the same job classification and hours (plus or minus one hour) within the school year following their reassignment that employee shall be given the first opportunity to claim the position.
- (i) The Reassignment Process will be administered by a committee that will include at least two (2) Union representatives. The committee shall have the responsibility of monitoring and ensuring the continual integrity of the Reassignment Process. Questions, concerns and complaints about the Reassignment Process should be addressed to the committee.
- (j) Employees placed through the Reassignment Process will serve an appraisal period in accordance with Article 16.05.

**Deployment Meeting:**

- (k) During the last week of September the Union and the District shall hold a meeting to be attended by any employees who continue to be in recall following the Reassignment Process.
- (l) At this meeting employees will be offered available vacant positions for which they are qualified that meet their recall entitlement. In the event that no vacant positions are available the parties shall follow the process as laid out in Article 17.03 (Bumping) to ensure that senior employees receive their entitlement.
- (m) Any employee not placed through the Reassignment Process and/or Deployment meeting or affected by Article 17.03 during the Deployment Meeting will be covered afterwards by all applicable recall and job posting provisions of the Collective Agreement.



- (n) Any positions remaining at the end of the deployment process will be posted.

## **ARTICLE 18: HOURS OF WORK**

### **18.01 Workday**

A normal workday for a regular full-time employee shall consist of seven (7) consecutive hours plus between one-half (1/2) and one (1) hour for an unpaid meal break, between 7:00 a.m. and 6:00 p.m.

### **18.02 Workweek**

The regular full-time workweek shall consist of five (5) days, Monday to Friday, totalling thirty-five (35) working hours per week.

### **18.03 Rest Periods**

Employees who are assigned to work six (6) hours or less in a day and who are assigned a minimum of three (3) hours between 8:00 am and 12:00 pm or, are assigned four (4) continuous hours shall be entitled to one (1) fifteen (15) minute paid rest period. Employees who are assigned to work in excess of six (6) hours in a day shall be entitled to two (2) fifteen (15) minute paid rest periods.

- (i) Breaks are paid time and if a break is taken at the end of a shift, it is not to be taken by leaving the workplace early;
- (ii) Breaks should not be combined with the lunch hour.

### **18.04 Variance in Working Hours**

The working times noted in Articles 18.01 and 18.02 above may be amended by mutual consent to suit the exigencies of the Board's requirements, provided at least five (5) working days' notice is given of the intention to amend the times. Such consent shall not be unreasonably withheld.

### **18.05 Additional Part-Time Hours**

Articles 18.01 and 18.02 above notwithstanding, employees may be engaged, as required, on a part-time basis. Present part-time employees shall be given opportunity to work additional hours within the District, and within their own job classification, before any new employees are hired to fill these positions.

#### **18.06 Flexible Hours**

Subject to prior approval of the respective department supervisor or school principal, and within the hours defined in Article 18.01 above, regular employees shall be accorded the privilege of working a flexible work day, or week, with the following restrictions:

- (i) No employee shall work longer than stipulated in the *Employment Standards Act*;
- (ii) Lunch breaks shall be no less than one-half (½) hour duration;
- (iii) Rest periods as outlined above shall not be forfeited.

In cases where requests are denied, the Labour/Management committee shall review and make recommendations to the District Leadership Team.

#### **18.07 Non-Instructional Days**

Unless mutually agreed to otherwise, regular employees who are not normally scheduled to work on non-instructional days may report for work in the normal manner.

Unless advised seventy-two (72) hours in advance, or at the time they are called, spareboard employees shall report for work in the normal manner.

See Article 36 - Staff Development

#### **18.08 Split Workdays**

Notwithstanding Article 18.01, split workdays are defined as those workdays with an unpaid period of more than one (1) hour inclusive of unpaid meal breaks. No employee shall be required to work a split workday. However, by mutual agreement between the parties represented by the Labour/Management Committee, split workdays may be accommodated.

#### **18.09 Four Hour Minimum Work Day**

- (i) The Employer is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (ii) Exemptions from the four (4) hour minimum:
  - (a) Student/noon hour supervisors;
  - (b) Crossing guards;

- (c) Small schools with fewer than seventy-five (75) students, in which case a two (2) hour minimum will apply;
- (d) Other positions by mutual agreement.
- (iii) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.
- (iv) Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (v) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.

#### **18.10 School Closures and Travel Disruptions**

- (a) In the event of school closures due to a Board ordered closure, employees are not required to report to their assigned work stations. Employees will be paid for the duration of the Board ordered closure.
- (b) If Schools are open, employee will make every effort to safely travel to their school, they will report their absence using the ADS system. This option should only be used when there is a significant safety risk and no alternative travel options are available
- (c) In the even of unforeseen circumstances including road closures, floods, slides, washouts, or when travel advisories are issued advising public not to travel, prevents employees reporting to their school, employees will report their absence using the ADS system.
- (d) Employees unable to report to their schools due to circumstances in (b) or (c)above will be entitled to claim one day of paid leave in accordance with Article 24.12, Family Leave.

### **ARTICLE 19: OVERTIME**

#### **19.01 Overtime Rates**

Where conditions necessitate overtime and where the work is authorized and permission granted by the appropriate supervisor, such overtime will be paid at the rate of time and one-half (1.5X) for the first two (2) hours in

excess of the hours as defined in Article 18.01 of a regular full-time employee, Monday to Friday; thereafter double time (2x) shall be paid.

**19.02 Weekend and Statutory Holiday Work**

All work on Saturdays, Sundays and statutory holidays by a regular employee shall be paid for at double time (2x).

**19.03 Call Out**

Regular and temporary employees who are called out and required to work outside their regular working hours, shall be paid at overtime rates, with a minimum payment equal to three (3) hours at regular rates.

If the call out is on a day the employee is not scheduled to work, a minimum payment equal to four (4) hours at regular rates shall be paid.

**19.04 Time Off in Lieu of Overtime**

In lieu of payment for overtime, a regular employee may be granted time off equal to the time worked, multiplied by the rate of the overtime hours worked as defined in article 19.01, provided prior mutual agreement has been attained. Accrual of time off in lieu shall not exceed ten (10) regularly scheduled working days. Within one month of attaining this maximum accrual, time off in lieu shall be taken on mutually agreed dates, or arrangements shall be made to pay out such accrual. Where an employee receives a transfer, uplift, or promotion, accrued overtime shall be paid out or taken as time off at the rate earned prior to the change.

**ARTICLE 20: STATUTORY HOLIDAYS**

**20.01 Entitlement**

All regular employees, and probationary employees who have earned wages in at least fifteen (15) days during the thirty (30) days immediately preceding a statutory holiday, shall be entitled to their average day's pay for the following statutory holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

plus (+) any additional statutory holiday proclaimed by the Province of British Columbia or the Government of Canada.

An average day's pay is calculated by dividing "total wages" in the thirty (30) calendar days before the statutory holiday by the number of days worked.

#### **20.02 Day in Lieu**

Should a statutory holiday fall and be celebrated on an employee's regular rest day, or during an employee's annual vacation, the regular employee shall receive another day off with pay in lieu, at a time mutually agreed upon by the Board and the Union (or the applicable supervisor and employee when appropriate).

#### **20.03 Ten Month Employees**

Regular and probationary ten (10) month employees who have earned wages ten (10) days in the four (4) consecutive calendar weeks immediately preceding Canada Day or Labour Day shall be paid for that statutory holiday.

### **ARTICLE 21: VACATIONS**

#### **21.01 Entitlement**

(i) A regular employee's vacation entitlement will accrue as a factor of each hour worked in the months an employee has an appointed position and has been in receipt of compensation. The factor is equivalent to the vacation day accrual formula. The factor used for calculating the vacation day accrual shall be in accordance with the employee's anniversary date and the following scale:

- Twelve Month Employees: Vacation year – January 1 to December 31
- All other Employees: Vacation year - September 1 to August 31

Formula for calculating the Accrual Factor on Vacation Entitlement is:

- Monthly entitlement x 12/260 working days per year.

The formula applies to regular employees for all hours worked, except overtime hours.

<b>Years Service</b>	<b>Accrual Factor</b>	<b>Yearly Vacation Entitlement (equivalent to monthly)</b>
Less than seven years	.0577	15 vacation days (equivalent to 1.25 days/month )
Seven years or greater	.0769	20 vacation days (equivalent to 1.67 days/month)
Fifteen years or greater	.0962	25 vacation days (equivalent to 2.08 days/month)
Twenty-three years or greater	.1154	30 vacation days (equivalent to 2.50 days/month)

- (ii) For the purpose of this accrual, the month during which an employee receives their initial appointment shall be deemed a full month. For the purpose of this sub-section, a full month will equal twenty (20) working days.

## **21.02 Vacation Pay**

An employee's regular pay shall continue during annual vacation leaves. Wages received while on vacation will be paid in accordance with the current hourly rate of pay and the hours assigned for the pay period. All vacation time must be recorded accurately as such on timesheets. The Board will provide on each pay statement the employee's vacation accrual balance in hours.

Employees receiving payment for overtime in accordance with Article 19.01 shall also receive, as an addition to the overtime rate, a vacation pay adjustment of 8%. This adjustment is in lieu of the vacation accrual.

## **21.03 Vacation Scheduling**

Employees shall submit their requests for annual vacation on or before March 1 of each year.

- (i) Approval of vacation requests shall be at the discretion of each supervisor and shall be subject to operational requirements.
- (ii) In the event that the employee is requested to return to work from their scheduled vacation and agrees to do so, the following will apply:
  - (a) When an employee returns to work from vacation that is scheduled to continue for two (2) to five (5) days, one (1) additional vacation day will be added to their vacation balance;
  - (b) When an employee returns to work from vacation that is scheduled to continue for six (6) or more days, two (2) additional vacation days will be added to their vacation balance.

- (iii) If the employer requests an employee to cancel their vacation for operational reasons within four (4) weeks of a scheduled vacation of two (2) weeks or more, the employee will be granted two (2) additional days of vacation to be added to their vacation balance.

#### **21.04 Long Service Special Vacation**

When a regular employee has served continuously for a period of twenty (20) years, they shall become entitled to twenty-two (22) consecutive working days long service special vacation, with pay, in addition to annual vacation leave, as a reward for long and faithful service. Such special vacation shall only be received once by an employee and shall be taken within one (1) year of attaining twenty (20) years service.

#### **21.05 Termination of Employment**

Regular employees who terminate employment shall, after completing twelve (12) continuous months of service, receive vacation or pay in lieu thereof for any proportional vacation earned prior to their termination but not taken; provided that adjustment may also be made for any overpayments previously received by such employee. Employees who terminate employment before completing twelve (12) months shall be eligible to receive pay in lieu of vacation in accordance with the *Employment Standards Act of British Columbia*.

#### **21.06 Annual Vacations Adjustment Pay**

Employees whose regular position is for a period of ten (10) months, but less than twelve (12) months, shall be entitled to and required to take annual vacation with pay during winter and spring breaks. Vacation hours accrual balance will be adjusted to accept a negative balance only for winter and spring breaks. Regular employees, other than twelve (12) months, shall not normally be able to take paid vacation leave, except in accordance with Article 21.04, during regular school days.

Employees who have received paid vacation pursuant to Article 21.02 during the school year and who have any remaining entitlement based on their balance of vacation hours accrued from the total hours worked during that year shall be paid out. Such vacation entitlement payout will occur after the last pay day in June.

Employees whose regular position is for a period of ten (10) months, but less than twelve (12) months, and whose regularly scheduled lay off period is not during July and August, may request their balance of vacation hours accrued to be paid out during their unpaid month(s). Such request may only occur once per fiscal year from July 1 to June 30 and may only be requested if the period without pay is four (4) weeks or greater.

Where an employee received more vacation hours in the school year than accrued, the vacation overpayment shall be recovered on the last pay in June or prior to the employee receiving further wages.

## **ARTICLE 22: SICK LEAVE PROVISIONS**

### **22.01 Entitlement**

Regular employee, upon completion of six (6) months of continuous service, shall be entitled to utilize their accrued sick leave benefits. Sick leave accumulation is based on a factor of point zero four five nine eight (.04598) of each regular hour worked beginning upon completion of six (6) months of continuous service. Sick leave accrual will occur at the rate of twelve (12) shifts per year. Unused sick leave will accrue from year to year to a maximum of eighty-five (85) shifts.

Sick leave with pay is only payable because of personal sickness, medical appointment or injury.

### **22.02 Proof of Illness**

- (i) An employee may be required to produce a certificate from a medical practitioner for any illness after five (5) consecutive working days certifying that the employee was unable to carry out the required duties due to illness. A form outlining the required information will be provided by the employer and the employee will have it completed by their physician.
- (ii) The Board agrees to reimburse the employee for the cost of the medical certificate requested in subsection (i) above.

### **22.03 Sick Leave Records**

The Board will provide on each pay statement the employee's sick leave accrual balance in hours.

### **22.04 Accrual Rate**

The accrual of sick leave shall be on the basis of one hundred percent (100%) of the unused portion.

### **22.05 Sick Leave Plan**

Employees shall, subject to the terms of Article 22.01 and 22.02 above, receive their regular pay for each hour of sick leave entitlement utilized. In the event an employee is placed on an approved medical leave from the District, has exhausted their sick leave entitlement and has not met the eighty five (85) day qualifying period for the Long Term Disability Plan



(LTD), the employee may apply for medical Employment Insurance (EI) benefits. Upon providing the Board with an EI approval statement, the Board will top-up the EI benefit to a maximum of seventy five percent (75%) of the employee's gross wages, in accordance with the terms of their regular appointment, up to the expiry of the eighty five (85) day qualifying period for LTD.

Employees with an accrual in excess of eighty five (85) shifts as of November 1, 2006, and remain actively employed (including those on an approved leave) will retain their accrued sick leave amount. However, no further sick leave will accrue until sick leave utilization falls below the eighty five (85) shift total accrual.

#### **22.06 Recovery From a Third Party**

Where an employee is paid wages by the Board while absent from employment by reason of any disability and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Board. Upon the Board receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered.

#### **22.07 Emergency Sick Leave Plan**

The Employer will provide the Local with a total of one thousand (1000) hours per year for the purpose of bridging the Employment Insurance qualification period when an employee's accrued sick leave is not sufficient to cover the medical EI waiting period. The distribution of these hours shall be at the discretion of the Local. Hours not allocated during the year shall not be carried forward to the next year.

The Emergency Sick Leave Guidelines (as attached) will also form part of this article of the collective agreement.

#### **22.09 Accommodation**

The Employer and Union recognize that prevention of injuries and rehabilitation of disabled employees are equally important goals. The Employer and Union further recognize that accommodation is part of a continuum of rehabilitation.

The Employer and the Union are committed to a voluntary safe accommodation that addresses the needs of those able to return to work. Accommodation will recognize the specific health needs of each individual employee who participates. Jobs modified or created are specific to the employee's individual needs or requirements.

An employee's participation in an established accommodation is voluntary. An employee's participation or non-participation in the program will not be basis for any disciplinary action. Participation must include the consent of the employee's physician, with input from other health care professionals, as appropriate.

(a) Types of Initiatives

Accommodation may consist of one or more of the following:

1. Modified Work:

Not performing, or altering, the full scope of duties through modifying the current position; Current position.

(a) Transitional Work.

(b) Vacant or new position.

(c) Attaining a position through the deployment process.

2. Graduated Return to Work:

Not working regular number of hours.

3. Rehabilitation:

Special rehabilitation programs.

4. Ergonomic Adjustments:

Modifications to the workplace (materials and/or equipment)

(b) Rate of Pay and Appraisal Period

Employees receiving special shall be paid the rate for the job in which they are placed. See Article 16.05 regarding Appraisal Period.

(c) Re-orientation to the Workplace

A departmental orientation will be provided for the employee, as well as a general work site orientation, if necessary, for an employee who has been off work for an extended period of time.

(d) Expediated Accommodation Process

The Union and District will each assign a representative to manage the accommodation process in an expedited and informal manner. Both representatives may also assign a designate. The Union

representative (or designate) shall be granted leave without loss of pay for any work performed managing the accommodation process. These two (2) representatives will make every effort to manage and resolve the accommodation process as described in this document.

Should these two (2) representatives be unable to resolve an individual accommodation then the Accommodation Committee, as described in (e) below, shall be called.

(e) Accommodation Committee

The Employer and Union agree to form an Accommodation Committee consisting of up to three (3) representatives from the Union and up to three (3) representatives of the Employer. Employees who are members of the Committee shall be granted leave without loss of pay to participate in the Committee process.

(i) Purpose

The purpose of the Committee is to promote the philosophy and encourage the introduction of accommodation.

(ii) Role and Function

The roles and functions of the Committee are as follows:

1. Assist in the development of processes and structures for accommodation in the work site(s);
2. Act as an advisor to employees and the Board on accommodation in the worksite(s);
3. Request information and provide feedback concerning individual employee accommodation;
4. Prior to entry into an accommodation, the Committee and the employee shall discuss the planned program and its duration. The details of the proposed accommodation will be confirmed in writing to the employee, and the Union;
5. The employee, union and employer must be in agreement.

(iii) Responsibilities

1. Determine, in conjunction with the employee and the physician, the capabilities of the disabled employee.
2. Determine if the employee can return to their current position.

3. Determine if the current position can be modified to accommodate the disabled employee.
4. Determine if part-time positions are available for those unable to manage a full shift.
5. Determine if alternative work is suitable.
6. Develop an individual program for the employee and keep the employee actively involved in the plan by maintaining continuous contact.
7. Communicate potential problems to the Employer ~~Board~~ and the Union.
8. Maintain a liaison with the Joint Health and Safety Committee.
9. Keep a confidential record of meetings.

**ARTICLE 23: EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS**

**23.01**

Regular employees shall earn vacation, sick leave and statutory holidays while they are in receipt of paid sick leave (excluding Emergency Sick Leave Fund in excess of 21 consecutive working days).

**23.02**

Notwithstanding any other provisions of the Agreement, regular employees shall not earn vacation, sick leave and statutory holidays while they are on:

- (i) Unpaid sick leave or unpaid leave for reason of health or disability in excess of sixty (60) consecutive calendar days;
- (ii) Unpaid personal leave;
- (iii) WorksafeBC Compensation in excess of sixty (60) consecutive calendar days.

**ARTICLE 24: LEAVE OF ABSENCE**

The parties agree that the following provisions for leaves of absence are provided for the reasons expressly described and undertake to ensure the legitimate application of these provisions.

### **Approved Leave of Absence During Vacation**

Where an employee qualifies for personal sick leave requiring emergency medical treatment, or emergency leave due to serious illness of an immediate family member where travel is required, or bereavement leave during vacation, there shall be no deduction from vacation credits of such absence. The period of vacation so displaced either shall be added to the vacation period or reinstated for use at a later date, based on operational requirements and mutual agreement. Employees are required to contact their supervisors as soon as possible when their status of leave changes.

For the purposes of substituting personal sick leave for vacation leave the employer may request a medical note to verify the nature of the illness.

#### **24.01 General Leave**

- (i) A regular employee shall, upon request, be granted up to two (2) days of unpaid general leave each school year.
  - 1. At no time shall more than one employee per location be entitled to these two days of unpaid general leave at the same time.
  - 2. For these two days of general unpaid leave, employees shall submit their requests a minimum of two weeks in advance.
- (ii) The Board may grant leave without pay to any employee who requests such leave for good and sufficient cause. Such requests are to be made in writing and approved by the Board, which approval shall not be withheld unjustly.

#### **24.02 Union Business**

- (i) Time off with pay shall be granted to not more than six (6) elected representatives of the Union (such number may be increased at the sole discretion of the employer) when it becomes necessary to transact business with the Board arising out of this Agreement during working hours. Such time off shall be accorded through authorization by the Secretary-Treasurer, or delegate.
- (ii) Time off without pay shall be granted to not more than six (6) delegates of the Union upon application to the Secretary-Treasurer at least one (1) week prior to the requested time off.

#### **24.03 Bereavement Leave**

- (i) In the event of death of a member of an employee's immediate family: spouse (including common-law spouse), children, parents, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents and grandchildren,

grandparents-in-law, or any 2nd degree relative living at the same household as the employee, such employee shall be granted upon request, leave of absence deemed appropriate by the Director of Human Resource Services or delegate. The employee shall receive regular straight time salary for an aggregate total of five (5) working days.

- (ii)
  - 1. There shall be no paid travel time for a funeral located on Vancouver Island and south of the City of Nanaimo.
  - 2. An employee shall receive one (1) day of travel time for a funeral located on Vancouver Island anywhere from the City of Nanaimo north to the City of Campbell River. Travel time to any of the Gulf islands shall also fall under this clause.
  - 3. An employee shall receive two (2) days of travel time for a funeral located in any location outside of the areas defined in clauses #1 and #2 above.
  - 4. The parties agree that the amount of paid travel time for bereavement leave is no longer at the discretion of the Director of Human Resource Services. Furthermore, the mode of transportation for any such leave shall also play no role in determining the amount of travel time provided. The sole determining factor on the amount of paid travel time to be provided to an employee shall be the location of the funeral as described in clauses #1, #2 or #3 above.
- (iii) In the event of the death of a relative not mentioned above or a friend of an employee, the employee shall be entitled to one-half day leave (one day if the funeral is outside the Capital Regional District) with pay for the purpose of attending the funeral.

#### **24.04 Court Appearances**

An employee who is subpoenaed for jury selection and/or jury duty, or called upon to act as a court witness, shall continue to receive full pay while so engaged, provided the employee turns over to the Board any monies they receive for serving as a juror or witness on days they would normally be working. Employees subpoenaed for such service are expected to return to the job, if not required to serve.

#### **24.05 Educational Leave**

- (i) Leaves of absence with pay for education, skills up-grading or such other training purposes as may be approved by the appropriate supervisor and the Director of Human Resource Services shall not be a reason for loss in seniority.

- (ii) Leaves of absence without pay for education, skills up-grading or such other training purposes as may be approved by the appropriate supervisor and the Director of Human Resource Services, or designate, shall be provided to regular employees pursuant to Article 24.01 above.

#### **24.06 Pregnancy Leave**

Employees shall be granted Pregnancy Leave in accordance with provisions of the British Columbia Employment Standards Act as per date of signing this Collective Agreement and as follows:

- (i) A request for pregnancy leave must be supported by a Certificate of a Medical Practitioner. It is the employee's responsibility to provide written medical evidence of health during pregnancy while still at work, if requested by the Employer.
- (ii) If an employee returns to work immediately after the expiry of the authorized leave, they will retain their former position without loss of available benefits to which they have contributed to during their pregnancy leave, except as provided in Article 23. The employee is to provide one month's notice of the date of returning to work.

If the position was eliminated or there was a reduction of hours, notice of layoff would be forwarded to the employee and layoff is to be effective on the date of return. Provisions of Article 17.01 (ii) shall apply.

- (iii) Sick leave provisions shall cover medical complications of pregnancy prior to an approved Pregnancy Leave.
- (iv) The employee shall be deemed to have resigned on the date upon which the leave commenced, if a notice to return to employment is not made or they do not commence re-employment on the dates required in Subsection (iii) above, and the Employer shall recover the Employer's share of any benefit contributions made in accordance with the arrangements made by the Employer with the employee prior to the commencement of the leave.
- (v) Where there is an unusual pregnancy or birth situation the normal application of this article may be inappropriate. Such special cases should be reviewed with the Director of Human Resource Services or designate.

#### **24.07 Parental Leave for Birth and Adopting Parents**

Employees shall be granted Parental Leave in accordance with provisions of the British Columbia Employment Standards Act as per date of signing this Collective Agreement and as follows:

- (i) A request for Parental leave must be supported by a Certificate of a Medical Practitioner or other evidence. A request for Adoption leave must be supported by a proof of adoption.
- (ii) If an employee returns to work immediately after the expiry of the authorized leave, the employee will retain his/her former position without loss of available benefits to which he/she has contributed to during the Parental leave, except as provided in Article 23. If the position was eliminated or there was a reduction of hours, notice of layoff would be forwarded to the employee and layoff is to be effective on the date of return. Provisions of Article 17.01 (ii) shall apply.
- (iii) The employee shall be deemed to have resigned on the date upon which the leave commenced, if a notice to return to employment is not made or the employee does not commence re-employment on the dates required in subsection (ii) above, and the Employer shall recover the Employer's share of any benefit contribution made in accordance with the arrangements made by the employer with the employee prior to the commencement of the leave.

#### **24.08 Paternity, Adoption Placement and Guardianship Leave**

The Board shall provide to a regular employee a leave of absence with pay to a maximum of four (4) days for the purpose of paternity leave, adoption placement or legal guardianship leave.

- (i) Paternity Leave shall be taken within forty (40) working days from the date of the birth of the child; or
- (ii) Adoption Placement or Guardianship Leave shall be taken within forty (40) working days from the date of the child being placed in the employee's home.

#### **24.09 Additional Parental/Adoption Leave**

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken pursuant to Articles 24.06, 24.07 or 24.08.

#### **24.10 Maintenance of Fringe Benefits for Pregnancy, Parental and Adoption Leave**

Employees accorded leave in accordance with Articles 24.06, 24.07 and 24.09 shall be accorded the privilege of maintaining all fringe benefits as outlined in Article 26, in accordance with the *Employment Standards Act*.



#### **24.11 Medical Leave**

Employees, upon providing the Board with a certificate from a medical practitioner, may request an unpaid medical leave as an extension to their paid sick leave. Approval of a combined paid and unpaid leave of absence for medical reasons shall not exceed twenty-four (24) months. In the event that the employee is unable to return to work within the twenty-four (24) month period, seniority and years of continuous service shall be frozen and said dates adjusted on their return. Notwithstanding Article 24.15 (iii) employees returning from an approved medical leave in excess of one (1) year shall be placed on recall in accordance with Article 17.

#### **24.12 Family Leave**

The Board shall provide an employee, after notification to the automatic dispatch system and supervisor, with a leave of absence with pay to a maximum of five (5) shifts or portion thereof per year in the case of illness or convalescent care in the immediate family. Immediate family is defined as children, parents or spouse.

- (i) Convalescent care is defined as a means to provide for the care of an individual during a period of recuperative time following surgery or serious illness.
- (ii) This leave can be used for scheduled medical appointments for immediate family members where all attempts to schedule the appointment outside of work hours were unsuccessful.
- (iii) The Employer may require a certificate from a duly qualified medical practitioner as proof of such illness.

Note: for the purposes of administering this Article the year is July 1 to June 30.

#### **24.13 Leave for Public Office**

Time off without pay, up to one (1) term, shall be granted to an employee who has successfully been elected to office upon application to the appropriate supervisor and Director of Human Resource Services, or delegate, with at least one (1) month notice prior to the requested time off.

Upon leave in excess of one (1) year, the following provisions shall apply:

- (i) The employee's position shall be posted as a regular position;
- (ii) The employee's seniority and years of continuous service shall be frozen and said dates adjusted on their return, unless the parties agree otherwise;

- (iii) Upon return, the employee shall bid for posted vacancies using their seniority as adjusted.

An employee may request up to six (6) weeks' unpaid leave for purposes of a campaign for public office. No request shall be unreasonably denied.

#### **24.14 Marriage Leave**

Upon prior application to the Director of Human Resource Services, or designate, one (1) day's leave with pay shall be granted for the day of the employee's marriage, provided it is on their regular scheduled work day.

#### **24.15 Extension to Approved Leave**

This article applies to a leave of absence greater than one (1) month pursuant to Articles 24.01, 24.02, 24.05, 24.06, 24.07, and/or 24.11. When an employee has returned from an approved leave of absence and subsequently applies for a leave of absence within four (4) months of returning, then such request will be considered an addition to the first leave. Upon approval of leave in excess of one (1) year, or eighteen months in the case of parental leave, or two (2) years in the case of medical leaves of absence:

- (i) The employee's position shall be posted as a regular position;
- (ii) The employee's seniority and years of continuous service shall be frozen and said dates adjusted on their return, unless the parties agree otherwise;
- (iii) Upon return, the employee shall bid for posted vacancies using their seniority as adjusted.

#### **24.16 Notification Upon Return From Leave**

Upon return from approved leave of absence of one (1) year or less, an employee shall immediately resume their regular position, provided that they have notified the employer in writing at least thirty (30) days prior to their return date from the leave.

#### **24.17 Domestic and Sexual Violence Leave**

Domestic or Sexual Violence leave shall be provided in accordance with the BC Employment Standards Act.

#### **24.18 Cultural leave for Indigenous Employees**

In acknowledgment of the Truth and Reconciliation Commission's 94 Calls to Action, Principles of Truth and Reconciliation numbers 2 and 8, a regular employee who is Indigenous shall, upon request, be granted up to two (2)

days leave per school year with pay, to participate in cultural and/or spiritual traditions and practices. Efforts will be made to provide seven (7) days' notice to the Employer for the requests of leave.

## **ARTICLE 25: PAYMENTS OF WAGES AND ALLOWANCES**

### **25.01 Bi-weekly Pay**

Wages and salaries shall be paid every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. Bi-weekly compensation for all CUPE employees will be deposited to the personal account they have established with a Canadian registered financial institution (Bank or Credit Union) and which they have registered with the Payroll Office. Pay statements will be delivered through the District's internal delivery system to the employee's work location.

### **25.02 Shift Differential**

Employees on the afternoon shift shall be paid for hours actually worked and shall also receive a shift differential as outlined in Schedule "A". (Afternoon shift shall be defined as a shift where the majority of hours worked are after 3:00 p.m.)

### **25.03 Mileage Allowance/Vehicle-Use Compensation**

Employees authorized to use their personal vehicle in carrying out duties for the Board shall be reimbursed. Each January the Kilometre Allowance should be adjusted to reflect the CRA allowable rate for British Columbia.

### **25.04 Job Descriptions**

All jobs within the scope of CUPE 947 are to be described in terms of general job function, work performed, supervision received, machines and equipment used and qualifications and experience. Job descriptions are to be documented in a uniform manner, agreed to by the Joint Job Evaluation Committee and used as the basis for job evaluation.

The Board and the Union subscribe to the underlying principle of Pay Equity.

### **25.05 Uplift in Rate**

Where an employee is assigned to perform work of another employee in a higher rate of pay, the employee shall receive the higher rate of pay.

## **ARTICLE 26: FRINGE BENEFITS**

### **26.01 Medical Services Plan and Extended Health Benefits**

Regular employees who are eligible for coverage under the terms of the Medical Services Plan of British Columbia and the Extended Health Benefits Plan in effect through the Public Education Benefits Trust, may participate in both plans from the first day of the month following completion of their probationary period. Eligible employees shall contribute as follows:

- (i) Medical Services Plan - eligible employees shall contribute twenty-five percent (25%) of the premium for the plan and the employer shall contribute the remaining seventy-five percent (75%). Effective January 1, 2001, the employer shall contribute one hundred percent (100%) of the premium;
- (ii) Extended Health Benefits - eligible employees shall contribute twenty-five percent (25%) of the premium for the plan and the employer shall contribute the remaining seventy-five percent (75%). Effective January 1, 2001, the employer shall contribute one hundred percent (100%) of the premium. The plan shall include vision care providing for eighty percent (80%) reimbursement towards the cost of the purchase of one (1) pair of eyeglasses every two (2) years for each regular employee and dependents to a maximum cost of two hundred dollars (\$200) per pair (including hearing aids to a maximum of five hundred dollars (\$500) every five years), to a maximum lifetime benefit of one hundred thousand (\$100,000.00) per family member.

### **26.02 Group Life Insurance**

Regular employees who are eligible for coverage under the terms of the Group Life Insurance Plan in effect through the Public Education Benefits Trust shall, as a condition of employment, participate in this plan from the first day of the month following completion of their probationary period. The plan shall provide basic insurance in the amount of two times (2x) the employee's annual basic earnings, rounded upwards to the next highest thousand, plus (+) such optional benefits as may be offered through the Public Education Benefits Trust. This Article to be effective January 1, 1994. Eligible employees shall contribute twenty-five percent (25%) of the premiums for the basic life insurance and the Employer shall contribute the remaining seventy-five percent (75%). Effective January 1, 2001, the employer shall contribute one hundred percent (100%) of the premiums for the basic life and A D & D. Eligible employees shall contribute one hundred percent (100%) of the premiums for optional life insurance coverage. The terms of the plan established with the carrier shall apply.

### **26.03 Dental Plan**

Regular employees who are eligible for coverage under the terms of the Dental Plan in effect through the Public Education Benefits Trust may participate in this Plan from the first day of the month following completion of their probationary period. Eligible employees shall contribute twenty-five percent (25%) of the premiums for this Plan and the Employer shall contribute the remaining seventy-five percent (75%). The Dental Plan shall provide for payment of one hundred percent (100%) of the claims under Plan "A" (basic service), fifty percent (50%) of the claims under Plan "B" (prosthetic appliances, crown and bridge procedures) and fifty percent (50%) of the claims under Plan "C" (orthodontics) to a maximum lifetime benefit of two thousand dollars (\$2,000.00) per family member. The terms of the Plan established with the carrier shall apply.

### **26.04 Municipal Pension Plan**

All newly hired regular employees, upon completion of their probationary period, and who are employed on the basis of twenty (20) hours or more per week, shall participate under the *Pension (Municipal) Act*, subject to the terms and conditions of such Act.

### **26.05 WorksafeBC Compensation Supplement**

- (i) When a regular employee suffers an occupational injury approved by the WorksafeBC under the *Workers' Compensation Act*, such employee's normal net salary shall be continued for a period of not more than fifty-two (52) weeks, or until the status of the Workers' Compensation Board payment changes to disability pension, or other Workers' Compensation settlement, whichever occurs first.
- (ii) All monies payable to an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer by the Workers' Compensation Board in return for which the Board shall pay the employee the full amount of wages to which the employee would have been otherwise entitled but for disability suffered or incurred by the employee aforesaid, subject to the above maximum time limitation of fifty-two (52) weeks.
- (iii) Spareboard employees and regular employees who normally work less than regular full-time hours shall be eligible for the Workers' Compensation Board supplement. The amount of supplement received shall be based upon such employee's average earnings and hours worked during the previous twelve (12) month period.

### **26.06 Retirement Gratuity**

An employee who reaches retirement age and retires in accordance with the *Pension (Municipal) Act* and has completed ten (10) years or more

continuous service shall be granted one (1) month's extra pay and, if an employee has not taken vacation for the current year, the employee shall be paid in lieu of such vacation in accordance with Article 21.06.

#### **26.07 Pro-Rata of Employee Premiums**

- (i) For twelve (12) month employees: The employee's share of annual fringe benefit premiums for Article 26.02 (Optional Life only) and 26.03 (Dental) will be deducted on a twelve (12) month basis on the last pay of each month.
- (ii) For employees who work ten (10) months or more but less than twelve (12): The employee's share of the fringe benefit, for the months that employment is provided, the premium for Article 26.03 (Dental) will be deducted on a ten (10) month basis on the last pay of each month employed.
- (iii) For employees who work ten (10) months or more but less than twelve (12): Note that one hundred percent (100%) employer paid obligation under 26.01 and 26.03 does not apply to natural appointment breaks (months unemployed). Therefore, the employee's share of the natural appointment break, fringe benefit premiums for Article 26.01 (Medical and Extended Health) and Article 26.02 (Dental) will be deducted on a ten (10) month or eleven (11) month basis, as applicable, on the first pay of each month. An adjustment will occur each June or, the month preceding the natural appointment break if the break includes June, to allow for changes to premium rates and to reconcile for actual costs or employee dependent changes during the school year.

#### **26.08 Jointly Trusteed Benefit Trust**

The Parties have agreed to participate in a jointly trusteed benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article (note – districts without AD&D would not include reference to that benefit) as soon as the trust is able to take on that responsibility.

Once the trust is able to take on that responsibility, the parties agree that they will participate on the following conditions:

- (i) If there is no penalty clause in the current contract(s) with existing benefits carrier(s)/consultants(s), as soon as possible; or
- (ii) If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready

dated May 30, 2000 and June 7, 2000 which specify the basis upon which school districts participate in the trust and as clarified in their Recommendations Regarding Outstanding Accord Matters dated March 21, 2001.

The Parties further agree to participate in a government funded long term disability plan and early return to work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.

The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

## **ARTICLE 27: TECHNOLOGICAL CHANGE**

### **27.01**

The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.

### **27.02**

The Employer agrees to provide the Union with not less than three (3) months' notice in writing of its intention to introduce technological change in material or equipment which affects the terms and conditions or security of employment of employees covered by this Agreement.

### **27.03**

Within fifteen (15) days from the date of such notice, the Employer and the Union shall form an ad-hoc technological change committee, consisting of two (2) members from each side, to discuss and resolve, if possible, all matters pertaining to the proposed change.

### **27.04**

Should the introduction of technological change result in substantial changes in an employee's procedures or position and/or increased skills and abilities required, then the Board will provide training and equipment up to a maximum of three (3) months with no loss of pay, benefits or seniority.

- (i) Should the introduction of technological change result in the employee's position becoming redundant, then the Board and the Union will make every effort to place the employee in a position with the rights and benefits provided under this Agreement, provided always that the employee has the required qualifications, experience, skill and ability.
- (ii) If an employee cannot be placed in such an alternate position, or if during the three (3) month appraisal period in the alternate position

the employee is unable to meet the position requirements, the Board will give notice of layoff in accordance with Article 17.

**27.05**

Where the committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the grievance/arbitration procedure established in this Agreement.

**ARTICLE 28: OCCUPATIONAL HEALTH AND SAFETY**

**28.01 Mutual Cooperation**

The Employer and the Union agree to cooperate in improving the safety and occupational health of employees and in educating employees and supervisors in proper safety practices and procedures.

**28.02 Hazardous Substances**

The Employer shall provide the Union, where practicable, with such information as may come into the Employer's possession which identifies the dangers involved with hazardous substances that employees are required to use in the course of their work.

**28.03 Occupational Health and Safety Committee**

The parties agree to establish an Occupational Health and Safety Committee per the WorksafeBC Regulations. One of the functions of this committee shall be to promote occupational health and safety practices and the observance of safety rules.

Time spent in committee meetings and time for minimum training requirements shall be provided for in Section 40 and 41 of the Workers Compensation Act, Section 3.27 of the Occupational Health and Safety Regulations and any other applicable section within the Act or Regulation.

**28.04 Training for Safety Purposes**

For safety purposes, employees shall receive necessary training to operate any piece of equipment or deliver specialized procedures or therapies.

**28.05 Workplace Violence**

- (i) The Board and the Union are committed to fostering and promoting a safe environment for all students, staff, and public. The Board agrees to develop policies for dealing with work place violence.



- (ii) The Board and the Union agree to participate in procedures to ensure the employees are aware of and understand work place violence.
- (iii) The Joint Health and Safety Committee shall be consulted regarding the curriculum of training and applicable procedural measures.

#### **28.06 Safety Footwear Allowance**

Where required by the *Workers' Compensation Act* or when the Employer deems it necessary in writing and does not provide footwear, the Board shall provide such employees by February 1st with sixty dollars (\$60) per year footwear allowance for the sole purpose of purchasing appropriate safety or protective footwear. The employee will be required to wear such safety footwear during their working hours.

### **ARTICLE 29: HARASSMENT**

#### **29.01**

The Board and the Union recognize the benefit to be derived from a work environment free from harassment and are committed to fostering and promoting such an environment. The parties further agree to cooperate in attempting to resolve, in a confidential manner, complaints or disputes pertaining to this Article and referred to in Board policy and procedures.

#### **29.02**

Harassment, including sexual harassment, is defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome by the recipient and which serves no legitimate work related purpose.

Harassment does not include actions occasioned through exercising in good faith the employer's and employees' rights and responsibilities.

#### **29.03**

Cases of harassment, including sexual harassment, shall be considered discrimination and, if not resolved on a confidential basis pursuant to Article 29.01, above, shall be eligible to be processed as a grievance. In cases of harassment, an Arbitration Board shall have the power to transfer or discipline any person found guilty of harassing an employee.

### **ARTICLE 30: EMPLOYEE RECORDS**

#### **30.01**

Employee records shall be kept confidential. Employees shall have access to their own personnel file upon request and shall be permitted to make one (1) copy of any item contained therein. Personnel files may be reviewed with the Director of Human Resource Services at the employee's

request to discuss the removal of any materials detrimental to the employee's interests which the employee feels are outdated.

#### **ARTICLE 31: PRINTING THE COLLECTIVE AGREEMENT**

##### **31.01**

The Board and the Union shall share equally the cost of printing a sufficient number of this Agreement, in booklet form, to be distributed to CUPE Local 947 members, supervisors and school principals.

#### **ARTICLE 32: BULLETIN BOARDS**

##### **32.01**

Bulletin boards for Union business shall be made available in a school staff room, in the main administration building and other areas as may be mutually agreed to. It is understood that there will be no additional cost to the District as a result of this proposal.

#### **ARTICLE 33: JOINT JOB EVALUATION COMMITTEE**

##### **33.01**

All newly created or revised job descriptions shall be referred to the Joint Job Evaluation Committee for review and rating.

- (i) Minutes of the previous meeting and agenda of the forthcoming meeting will be circulated prior to each meeting.
- (ii) The quorum at each meeting will be equal representation of both Union and Management, but not less than four members.
- (iii) Routine business decisions of the Committee will be by a simple majority, whereas job description rating decisions will be unanimous. Alternate members will have a vote only when a regular Committee member is absent.
- (iv) Committee members may not participate in the discussions related to the rating for their job classifications, and may not vote on the final rating for their classification. Alternate members participating in place of a regular Joint Job Evaluation Committee member shall have the right to vote.

## **ARTICLE 34: JOB SECURITY**

### **34.01 Volunteers**

Volunteers will not perform tasks that are within any contractual agreements and/or job descriptions of CUPE Local 947, unless mutually agreed to by CUPE Local 947 and the Board through the Labour/Management approval process, in accordance with Policy 1240, as revised in 1994.

### **34.02 Work Experience**

The parties agree to participate in a placement of students or other persons within the School District. The following conditions shall apply to all placements:

- (i) Participation in a work experience placement shall be approved in writing by the Board (or designate), the Union, and the individual regular employee involved prior to any placement;
- (ii) Participation in a work experience placement by an employee is completely voluntary;
- (iii)
  - (a) A work experience placement is not to be made when such placement will replace a regular or spareboard employee who is on lay-off or whose job has been eliminated due to budget cuts or “downsizing”, nor shall such placement be used to avoid hiring an employee.
  - (b) Should the employee trainer be laid-off during the placement, the placement will be terminated.
- (iv) No employee will be held liable or responsible for the improper action of any individual participating in a work experience placement;
- (v) A person placed within the District in a work experience shall be subject to the requirement of an acceptable criminal record check;
- (vi) A person placed within the District in a work experience is not an employee nor entitled to any preference over any regular or spareboard employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties;
- (vii) At no time will an individual be placed in a workplace during an industrial relations dispute between the Union and the Employer. If an industrial relations dispute arises during a work experience placement, the individual will be removed from the workplace until such time as the dispute is resolved;

- (viii) The employee who has agreed to supervise an individual on a work experience placement will be provided with adequate time to work with the individual without penalty or threat of discipline;
- (ix) The Work Experience Placement Agreement referred to in the Letter of Understanding created jointly by the Board and the Union sets out conditions for internal placement(s) within School District #61.

#### **34.03 Contracting Out**

No regular employee shall be laid-off and placed on the recall list, or otherwise terminated, as a result of contracting-out of bargaining unit work normally performed by regular employees. Regular employees made redundant by contracting out may be transferred at the employer's discretion to vacant positions without violating the collective agreement.

### **ARTICLE 35: TERM OF AGREEMENT**

#### **35.01 Term**

This Agreement shall remain in effect from and including July 1, 2022 up to and including June 30, 2025 and shall continue in effect from year to year thereafter, subject to the right of either Party, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement. The parties agree to exclude (S) 50 subsections (2) and (3) of the Labour Code.

#### **35.02 Continuation Article**

Should either Party give written notice to the other Party in accordance with Article 35.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike, or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

#### **35.03 Retroactivity**

- (i) Retroactive pay shall be paid at the earliest date practical and not later than thirty (30) calendar days following the date of the signing of this Agreement.
- (ii) Except where otherwise specifically provided, the effective date of all amendments to this Agreement shall be on the date of the execution

first above written, however, adjustments to salaries shall apply as provided in Schedule "A".

## **ARTICLE 36: STAFF DEVELOPMENT**

### **36.01**

The Board and the Union are committed to ongoing Staff Development that takes place during the workday and is funded by the District. A Joint Staff Development Committee of the Union and the Employer shall co-ordinate opportunities on the designated non-instructional Pro-D Days set out in the School Calendar Year. Staff Development activities are designed to enhance personal and workplace effectiveness and are not intended to replace ongoing training required by the employer and/or other educational leave opportunities.

See Article 18.07 - Non-Instructional Days

## **ARTICLE 37: LETTERS OF UNDERSTANDING**

**37.01** For the term of the Agreement, the following Letters of Understanding shall be attached to and form part of this agreement:

- |     |  |
|-----|--|
| # 1 | Jurisdictional Anomalies   |
| # 2 | Work Experience Placement Agreement  |
| # 3 | Consultation Process   |
| # 4 | Bridging Employees who work less than twelve (12) months a year and do not receive LTD payments in July and August |
| # 5 | Service Improvement Allocation   |
| # 6 | 17.13 Deployment   |
| #7  | Homestay Coordinators  |
| #8  | Continuous Service   |
| #9  | Local Table Bargaining Funds   |

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed  
this

\_\_\_\_\_ day of \_\_\_\_\_ in the year **2023**, in the

City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

The Corporate Seal of the Board was  
hereunto affixed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION**

Sealed with the Seal of the Canadian  
Union of Public Employees, Local No. 947  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

/cope 491

**SCHEDULE "A"**  
**Greater Victoria School District No. 61**  
**CUPE 947 Regular Wage Rate Salary Grid**

Salary Grid	Occupational Code	As of July 1, 2022 - \$0.25 per hour plus an additional 3.24% increase	Regular		Spareboard
		Classification	Regular Wage Rate per hour	Red Circled Wage Rate per hour	Spareboard Wage Rate per hour
1		No Positions	\$ 21.01		\$ 20.08
2		No Positions	\$ 21.53		\$ 20.51
3		No Positions	\$ 22.14		\$ 21.01
4		No Positions	\$ 22.76		\$ 21.53
5		No Positions	\$ 23.36		\$ 22.14
6	SPVN	Student Supervisor	\$ 24.29		\$ 22.76
7	SA	School Assistant	\$ 24.71		\$ 23.12
7	SAE	School Assistant - ESL	\$ 24.71		\$ 23.12
7	SC	Secretarial Clerk	\$ 24.71		\$ 23.12
8	DR	District Receptionist	\$ 25.48		\$ 23.99
8	SMA	School Meals Assistant	\$ 25.48		\$ 23.99
9	CLA	Computer Lab Assistant	\$ 26.25		\$ 24.71
9	SLC	School Library Clerk	\$ 26.25		\$ 24.71
9	SSLA	School Science Lab Assistant	\$ 26.25		\$ 24.71
9	SISS	Student Information System Operator	\$ 26.25		\$ 24.71
10	AA1	Administrative Assistant I	\$ 27.29		\$ 25.47
10	CCC	Career Centre Coordinator	\$ 27.29		\$ 25.47
10	DO	Database Operator	\$ 27.29		\$ 25.47
10	TRCD	Transportation Coordinator (moved from grid 11 eff Oct 2022)	\$ 27.29	\$ 28.40	\$ 25.47
11	ABA	ABA Assistant	\$ 28.40		\$ 26.25
11	AEA	Aboriginal Education Assistant	\$ 28.40		\$ 26.25
11	ACI	Accounts Clerk - International Student Program	\$ 28.40		\$ 26.25
11	ACS	Accounts Clerk - Schools	\$ 28.40		\$ 26.25
11	ACAT	Augmentative Communication & Adaptive Technology Asst.	\$ 28.40		\$ -
11	BD	School Bus Driver	\$ 28.40		\$ 26.25

Salary Grid	Occupational Code	As of July 1, 2022 - \$0.25 per hour plus an additional 3.24% increase	Regular		Spareboard
		Classification	Regular Wage Rate per hour	Red Circled Wage Rate per hour	Spareboard Wage Rate per hour
11	CA	Cafeteria Assistant	\$ 28.40		\$ 26.25
11	EAG	Educational Assistant - General	\$ 28.40		\$ 26.25
11	VLI	Registered Visual Language Interpreter	\$ 28.40		\$ 26.25
12	ACG	Accounts Clerk - General ( <i>moved from grid 11 eff Jan 2023</i> )	\$ 29.49		\$ 27.29
12	AA2N	Administrative Assistant II - Non Supervising	\$ 29.49		\$ 27.29
12	AAP	Administrative Assistant - Purchasing	\$ 29.49		\$ 27.29
12	CLF	CommunityLINK Facilitator	\$ 29.49		\$ 27.29
12	ECE	Early Childhood Educator	\$ 29.49		\$ 27.29
12	EAB	Educational Assistant - Brailist	\$ 29.49		\$ 27.29
12	EADB	Educational Assistant - Deaf / Hard of Hearing / Blind Support	\$ 29.49		\$ 27.29
12	EAP	Educational Assistant - Physical	\$ 29.49		\$ 27.29
12	ET1	Electronics Technician I	\$ 29.49		\$ 27.29
12	FRCD	Facilities Rental Coordinator	\$ 29.49		\$ 27.29
12	RSEC	Registrar Secretary	\$ 29.49		\$ 27.29
13	AA2S	Administrative Assistant II - Supervising	\$ 30.77		\$ 28.40
13	BSP	Benefits Specialist	\$ 30.77		\$ 28.40
13	DEA	District Educational Assistant	\$ 30.77		\$ 28.40
13	HPC	Homestay Coordinator	\$ 30.77		\$ 28.40
13	HRSD	HR Systems Specialist - Dispatch/Absences	\$ 30.77		\$ 28.40
13	HRSR	HR Systems Specialist - Records	\$ 30.77		\$ 28.40
13	ITSS	ITL Support Specialist	\$ 30.77		\$ 28.40
13	SCT	School Technologist	\$ 30.77		\$ 28.40
13	SMAS	Senior Management Assistant	\$ 30.77		\$ 28.40



Salary Grid	Occupational Code	As of July 1, 2022 - \$0.25 per hour plus an additional 3.24% increase	Regular		Spareboard
		Classification	Regular Wage Rate per hour	Red Circled Wage Rate per hour	Spareboard Wage Rate per hour
14	IESFA	Indigenous Educational Student & Family Advocate	\$ 31.97		\$ 29.51
14	ITST	ITL Support Team Leader	\$ 31.97		\$ 29.51
14	MESFA	Métis Educational Student & Family Advocate	\$ 31.97		\$ 29.51
14	PSP	Payroll Specialist	\$ 31.97		\$ 29.51
14	RLS	Rentals & Leasing Supervisor	\$ 31.97		\$ 29.51
14	SAA3	School Administrative Assistant III (moved from grid 13 eff Dec 2022)	\$ 31.97		\$ 29.51
15	AACF	Assistant Accountant - Management & Reporting	\$ 33.29		\$ 30.77
15	AACP	Assistant Accountant - International Student Program	\$ 33.29		\$ 30.77
15	FACA	Financial Accounting Assistant	\$ 33.29		\$ 30.77
15	RAC	Reconciliation Accountant	\$ 33.29		\$ 30.77
15	SHRA	Senior HR Records & Data Analyst	\$ 33.29		\$ 30.77
16	PAAC	Assistant Accountant - Payroll	\$ 34.67		\$ 31.97
16	ET2	Electronics Technician II (moved from grid 15 eff Oct 22)	\$ 34.67		\$ 31.97
16	HRSP	Human Resources Systems Supervisor	\$ 34.67		\$ 31.97
16	SBT	Senior Building Technologist	\$ 34.67		\$ 31.97
17	DCP	Digital Content Publisher	\$ 36.16		\$ 33.32
18	BYSR	Senior Buyer	\$ 37.66		\$ 34.66
18	SSDA	Student Systems & Data Analyst	\$ 37.66		\$ 34.66
19	ITTL	Information Technology Team Leader	\$ 39.22		\$ 36.15
19	NSC	Network Systems Coordinator	\$ 39.22		\$ 36.15

Salary Grid	Occupational Code	As of July 1, 2022 - \$0.25 per hour plus an additional 3.24% increase	Regular		Spareboard
		Classification	Regular Wage Rate per hour	Red Circled Wage Rate per hour	Spareboard Wage Rate per hour
19	SSSD	Senior Student Systems & Data Analyst	\$ 39.22		\$ 36.15
19	SYSA	Information Systems Analyst	\$ 39.22		\$ 36.15

Salary Grid	Occupational Code	As of July 1, 2023 - 5.5% increase and 1.25% Cost of Living Adjustment	Regular		Spareboard
		Classification	Regular Wage Rate per hour	Red Circled Wage Rate per hour	Spareboard Wage Rate per hour
1		No Positions	\$ 22.43		\$ 21.44
2		No Positions	\$ 22.98		\$ 21.89
3		No Positions	\$ 23.63		\$ 22.43
4		No Positions	\$ 24.30		\$ 22.98
5		No Positions	\$ 24.94		\$ 23.63
6	SPVN	Student Supervisor	\$ 25.93		\$ 24.30
7	SA	School Assistant	\$ 26.38		\$ 24.68
7	SAE	School Assistant - ESL	\$ 26.38		\$ 24.68
7	SC	Secretarial Clerk	\$ 26.38		\$ 24.68
8	DR	District Receptionist	\$ 27.20		\$ 25.61
8	SMA	School Meals Assistant	\$ 27.20		\$ 25.61
9	CLA	Computer Lab Assistant	\$ 28.02		\$ 26.38
9	SLC	School Library Clerk	\$ 28.02		\$ 26.38
9	SSLA	School Science Lab Assistant	\$ 28.02		\$ 26.38
9	SISS	Student Information System Operator	\$ 28.02		\$ 26.38
10	AA1	Administrative Assistant I	\$ 29.13		\$ 27.19
10	CCC	Career Centre Coordinator	\$ 29.13		\$ 27.19
10	DO	Database Operator	\$ 29.13		\$ 27.19
10	TRCD	Transportation Coordinator ( <i>moved from grid 11 eff Oct 2022</i> )	\$ 29.13	30.32	\$ 27.19
11	ABA	ABA Assistant	\$ 30.32		\$ 28.02
11	AEA	Aboriginal Education Assistant	\$ 30.32		\$ 28.02
11	ACI	Accounts Clerk - International Student Program	\$ 30.32		\$ 28.02
11	ACS	Accounts Clerk - Schools	\$ 30.32		\$ 28.02

Salary Grid	Occupational Code	As of July 1, 2023 - 5.5% increase and 1.25% Cost of Living Adjustment	Regular		Spareboard
		Classification	Regular Wage Rate per hour	Red Circled Wage Rate per hour	Spareboard Wage Rate per hour
11	ACAT	Augmentative Communication & Adaptive Technology Asst.	\$ 30.32		\$ -
11	BD	School Bus Driver	\$ 30.32		\$ 28.02
11	CA	Cafeteria Assistant	\$ 30.32		\$ 28.02
11	EAG	Educational Assistant - General	\$ 30.32		\$ 28.02
11	VLI	Registered Visual Language Interpreter	\$ 30.32		\$ 28.02
12	ACG	Accounts Clerk - General ( <i>moved from grid 11 eff Jan 2023</i> )	\$ 31.48		\$ 29.13
12	AA2N	Administrative Assistant II - Non Supervising	\$ 31.48		\$ 29.13
12	AAP	Administrative Assistant - Purchasing	\$ 31.48		\$ 29.13
12	CLF	CommunityLINK Facilitator	\$ 31.48		\$ 29.13
12	ECE	Early Childhood Educator	\$ 31.48		\$ 29.13
12	EAB	Educational Assistant - Brailist	\$ 31.48		\$ 29.13
12	EADB	Educational Assistant - Deaf / Hard of Hearing / Blind Support	\$ 31.48		\$ 29.13
12	EAP	Educational Assistant - Physical	\$ 31.48		\$ 29.13
12	ET1	Electronics Technician I	\$ 31.48		\$ 29.13
12	FRCD	Facilities Rental Coordinator	\$ 31.48		\$ 29.13
12	RSEC	Registrar Secretary	\$ 31.48		\$ 29.13
13	AA2S	Administrative Assistant II - Supervising	\$ 32.85		\$ 30.32
13	BSP	Benefits Specialist	\$ 32.85		\$ 30.32
13	DEA	District Educational Assistant	\$ 32.85		\$ 30.32
13	HPC	Homestay Coordinator	\$ 32.85		\$ 30.32
13	HRSD	HR Systems Specialist - Dispatch/Absences	\$ 32.85		\$ 30.32
13	HRSR	HR Systems Specialist - Records	\$ 32.85		\$ 30.32
13	ITSS	ITL Support Specialist	\$ 32.85		\$ 30.32
13	SCT	School Technologist	\$ 32.85		\$ 30.32
13	SMAS	Senior Management Assistant	\$ 32.85		\$ 30.32
14	IESFA	Indigenous Educational Student & Family Advocate	\$ 34.13		\$ 31.50
14	ITST	ITL Support Team Leader	\$ 34.13		\$ 31.50
14	MESFA	Métis Educational Student & Family Advocate	\$ 34.13		\$ 31.50
14	PSP	Payroll Specialist	\$ 34.13		\$ 31.50
14	RLS	Rentals & Leasing Supervisor	\$ 34.13		\$ 31.50
14	SAA3	School Administrative Assistant III ( <i>moved from grid 13 eff Dec 2022</i> )	\$ 34.13		\$ 31.50
15	AACF	Assistant Accountant - Management & Reporting	\$ 35.54		\$ 32.85

Salary Grid	Occupational Code	As of July 1, 2023 - 5.5% increase and 1.25% Cost of Living Adjustment	Regular		Spareboard
		Classification	Regular Wage Rate per hour	Red Circled Wage Rate per hour	Spareboard Wage Rate per hour
15	AACP	Assistant Accountant - International Student Program	\$ 35.54		\$ 32.85
15	FACA	Financial Accounting Assistant	\$ 35.54		\$ 32.85
15	RAC	Reconciliation Accountant	\$ 35.54		\$ 32.85
15	SHRA	Senior HR Records & Data Analyst	\$ 35.54		\$ 32.85
16	PAAC	Assistant Accountant - Payroll	\$ 37.01		\$ 34.13
16	ET2	Electronics Technician II <i>(moved from grid 15 eff Oct 22)</i>	\$ 37.01		\$ 34.13
16	HRSP	Human Resources Systems Supervisor	\$ 37.01		\$ 34.13
16	SBT	Senior Building Technologist	\$ 37.01		\$ 34.13
17	DCP	Digital Content Publisher	\$ 38.60		\$ 35.57
18	BYSR	Senior Buyer	\$ 40.20		\$ 37.00
18	SSDA	Student Systems & Data Analyst	\$ 40.20		\$ 37.00
19	ITTL	Information Technology Team Leader	\$ 41.87		\$ 38.59
19	NSC	Network Systems Coordinator	\$ 41.87		\$ 38.59
19	SSSD	Senior Student Systems & Data Analyst	\$ 41.87		\$ 38.59
19	SYSA	Information Systems Analyst	\$ 41.87		\$ 38.59

Salary Grid	Occupational Code	As of July 1, 2024 - 2% increase and up to 1% Cost of Living Adjustment, to be determined	Regular		Spareboard
		Classification	Regular Wage Rate per hour	Red Circled Wage Rate per hour	Spareboard Wage Rate per hour
1		No Positions	\$ 22.88		\$ 21.87
2		No Positions	\$ 23.44		\$ 22.33
3		No Positions	\$ 24.10		\$ 22.88
4		No Positions	\$ 24.79		\$ 23.44
5		No Positions	\$ 25.44		\$ 24.10
6	SPVN	Student Supervisor	\$ 26.45		\$ 24.79
7	SA	School Assistant	\$ 26.91		\$ 25.17
7	SAE	School Assistant - ESL	\$ 26.91		\$ 25.17
7	SC	Secretarial Clerk	\$ 26.91		\$ 25.17
8	DR	District Receptionist	\$ 27.74		\$ 26.12
8	SMA	School Meals Assistant	\$ 27.74		\$ 26.12
9	CLA	Computer Lab Assistant	\$ 28.58		\$ 26.91

Salary Grid	Occupational Code	As of July 1, 2024 - 2% increase and up to 1% Cost of Living Adjustment, to be determined	Regular		Spareboard
		Classification	Regular Wage Rate per hour	Red Circled Wage Rate per hour	Spareboard Wage Rate per hour
9	SLC	School Library Clerk	\$ 28.58		\$ 26.91
9	SSLA	School Science Lab Assistant	\$ 28.58		\$ 26.91
9	SISS	Student Information System Operator	\$ 28.58		\$ 26.91
10	AA1	Administrative Assistant I	\$ 29.71		\$ 27.73
10	CCC	Career Centre Coordinator	\$ 29.71		\$ 27.73
10	DO	Database Operator	\$ 29.71		\$ 27.73
10	TRCD	Transportation Coordinator ( <i>moved from grid 11 eff Oct 2022</i> )	\$ 29.71	30.93	\$ 27.73
11	ABA	ABA Assistant	\$ 30.93		\$ 28.58
11	AEA	Aboriginal Education Assistant	\$ 30.93		\$ 28.58
11	ACI	Accounts Clerk - International Student Program	\$ 30.93		\$ 28.58
11	ACS	Accounts Clerk - Schools	\$ 30.93		\$ 28.58
11	ACAT	Augmentative Communication & Adaptive Technology Asst.	\$ 30.93		\$ -
11	BD	School Bus Driver	\$ 30.93		\$ 28.58
11	CA	Cafeteria Assistant	\$ 30.93		\$ 28.58
11	EAG	Educational Assistant - General	\$ 30.93		\$ 28.58
11	VLI	Registered Visual Language Interpreter	\$ 30.93		\$ 28.58
12	ACG	Accounts Clerk - General ( <i>moved from grid 11 eff Jan 2023</i> )	\$ 32.11		\$ 29.71
12	AA2N	Administrative Assistant II - Non Supervising	\$ 32.11		\$ 29.71
12	AAP	Administrative Assistant - Purchasing	\$ 32.11		\$ 29.71
12	CLF	CommunityLINK Facilitator	\$ 32.11		\$ 29.71
12	ECE	Early Childhood Educator	\$ 32.11		\$ 29.71
12	EAB	Educational Assistant - Brailist	\$ 32.11		\$ 29.71
12	EADB	Educational Assistant - Deaf / Hard of Hearing / Blind Support	\$ 32.11		\$ 29.71
12	EAP	Educational Assistant - Physical	\$ 32.11		\$ 29.71
12	ET1	Electronics Technician I	\$ 32.11		\$ 29.71
12	FRCD	Facilities Rental Coordinator	\$ 32.11		\$ 29.71
12	RSEC	Registrar Secretary	\$ 32.11		\$ 29.71
13	AA2S	Administrative Assistant II - Supervising	\$ 33.51		\$ 30.93
13	BSP	Benefits Specialist	\$ 33.51		\$ 30.93
13	DEA	District Educational Assistant	\$ 33.51		\$ 30.93
13	HPC	Homestay Coordinator	\$ 33.51		\$ 30.93
13	HRSD	HR Systems Specialist - Dispatch/Absences	\$ 33.51		\$ 30.93
13	HRSR	HR Systems Specialist - Records	\$ 33.51		\$ 30.93
13	ITSS	ITL Support Specialist	\$ 33.51		\$ 30.93

Salary Grid	Occupational Code	As of July 1, 2024 - 2% increase and up to 1% Cost of Living Adjustment, to be determined	Regular		Spareboard
		Classification	Regular Wage Rate per hour	Red Circled Wage Rate per hour	Spareboard Wage Rate per hour
13	SCT	School Technologist	\$ 33.51		\$ 30.93
13	SMAS	Senior Management Assistant	\$ 33.51		\$ 30.93
14	IESFA	Indigenous Educational Student & Family Advocate	\$ 34.81		\$ 32.13
14	ITST	ITL Support Team Leader	\$ 34.81		\$ 32.13
14	MESFA	Métis Educational Student & Family Advocate	\$ 34.81		\$ 32.13
14	PSP	Payroll Specialist	\$ 34.81		\$ 32.13
14	RLS	Rentals & Leasing Supervisor	\$ 34.81		\$ 32.13
14	SAA3	School Administrative Assistant III (moved from grid 13 eff Dec 2022)	\$ 34.81		\$ 32.13
15	AACF	Assistant Accountant - Management & Reporting	\$ 36.25		\$ 33.51
15	AACP	Assistant Accountant - International Student Program	\$ 36.25		\$ 33.51
15	FACA	Financial Accounting Assistant	\$ 36.25		\$ 33.51
15	RAC	Reconciliation Accountant	\$ 36.25		\$ 33.51
15	SHRA	Senior HR Records & Data Analyst	\$ 36.25		\$ 33.51
16	PAAC	Assistant Accountant - Payroll	\$ 37.75		\$ 34.81
16	ET2	Electronics Technician II (moved from grid 15 eff Oct 22)	\$ 37.75		\$ 34.81
16	HRSP	Human Resources Systems Supervisor	\$ 37.75		\$ 34.81
16	SBT	Senior Building Technologist	\$ 37.75		\$ 34.81
17	DCP	Digital Content Publisher	\$ 39.37		\$ 36.28
18	BYSR	Senior Buyer	\$ 41.00		\$ 37.74
18	SSDA	Student Systems & Data Analyst	\$ 41.00		\$ 37.74
19	ITTL	Information Technology Team Leader	\$ 42.71		\$ 39.36
19	NSC	Network Systems Coordinator	\$ 42.71		\$ 39.36
19	SSSD	Senior Student Systems & Data Analyst	\$ 42.71		\$ 39.36
19	SYSA	Information Systems Analyst	\$ 42.71		\$ 39.36

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

## LETTER OF UNDERSTANDING #1

between

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 947**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 382**

### **RE: Jurisdictional Anomalies**

---

**WHEREAS** the Parties noted herein recognize that there currently exists a number of jurisdictional anomalies, and a potential for future anomalies; and

**WHEREAS** these anomalies may give rise to jurisdictional uncertainty and/or disputes, which can adversely affect employees and the delivery of educational services to students in District No. 61;

**THEREFORE** the Parties agree to the following procedure and principles in dealing with current and future jurisdictional matters:

1. Where one or more of the Parties believes a jurisdictional question needs to be addressed, they shall contact the other Parties, in writing, defining the question and requesting a meeting;
2. Where there is a request for a meeting, pursuant to item 1, representatives of the Parties shall meet at their earliest convenience;
3. In making every reasonable effort to resolve the jurisdictional question(s), the Parties shall be guided by the following:
  - (a) The respective Union certifications;
  - (b) The relevant provisions of the respective collective agreements;
  - (c) The interest of the affected employees;
  - (d) The operational requirements;

- (e) The existing duties and qualifications;
- 4. Where the Parties are unable to achieve a mutually agreeable resolution within thirty (30) days, or such longer period as may be agreed to by the Parties, then the matter shall be submitted to a single arbitrator named by agreement of the Parties for the sole purpose of adjudicating disputes arising under this provision;
- 5. It is understood that, where the Parties are agreed, the question may be adjudicated based on written submission to the arbitrator, otherwise they shall conduct a hearing in the normal manner.

The Union and the Employer have signed the original of this document.



## **LETTER OF UNDERSTANDING #2**

between

### **BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

and

### **CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 947**

#### **RE: Work Experience Placement Agreement**

---

The Employer and the Union agree that the provision of work experience for secondary students or other participants of recognized training or job re-entry programs is in the best interest of the community as a whole and the individuals in particular. The purpose of this Letter of Understanding is to set in place the framework within which work experience placements shall operate.

The following terms and conditions must be met in order for a work experience placement to be acceptable:

1. Any placements must be first approved by the Human Resource Services and CUPE Local 947.
2. For the purpose of this agreement, work experience placements are identified as follows:
  - (a) A work experience placement is designed to introduce individuals to specific work experiences and skills by placing the individual in a working environment in order that the individual can experience first hand the demands of the workplace, jobs and skills they will face when entering the work force;
  - (b) Such placement shall not exceed twenty (20) working days without mutual agreement between the parties.
3. Before entering into a Work Experience Placement Agreement:
  - (a) the Union will receive written notification of the intent to place an individual on work experience.
  - (b) The Union and the Employer will determine if the placement involves CUPE work:

- (i) If so, the work experience placement shall be signed by the Employer, the Union, the employee trainer and the individual placement. The Union will receive a copy;
    - (ii) If not, the Union and the Employer shall sign the agreement contingent on the placement not involving CUPE work.
  - (c) If concerns arise which cannot be resolved by the Employer and the Union, such placement may be terminated.
4. General occupational health and safety training shall be given to an individual prior to a Work Experience placement.
  5. Prior to the start of a placement the individual will be given an orientation by a union representative as to the role of the Union in the workplace.
  6. On the first (1<sup>st</sup>) day of the work experience placement the individual will be given a site specific occupational health and safety orientation before any hands-on tasks are performed.
  7. It is the joint responsibility of the School District and the Union to ensure that the individual has all appropriate safety equipment needed for that work site as required by the *WorksafeBC*.
  8. It is the responsibility of the School District and/or the *Ministry of Education, Skills & Training* to provide liability insurance coverage for any individual being placed in a work experience placement.
  9. The individual on a work experience placement must be supervised at all times by the employee trainer. At no time will an individual on a work experience placement be allowed to perform hands-on work unsupervised by the employee trainer.
  10. Where the workplace being considered for a work experience placement operates on a two (2) or three (3) shift basis, (Monday to Friday), every effort will be made to place the individual on the first (day) shift. Where this criterion cannot be met the Union must be notified in advance of any variation.
  11. Wherever possible, individuals will not be placed in a work area where confidentiality of records must be maintained. Where exclusion from such area is not possible individuals must be given instruction concerning the protection of confidentiality.
  12. Regular meetings between the Union and the Employer will be held to discuss the status of work experience placements.

Please refer to Article 34

The Union and the Employer have signed the original of this document.

**LETTER OF UNDERSTANDING #3**

between

**BOARD OF EDUCATION  
OF SCHOOL DISTRICT NO. 61  
(GREATER VICTORIA)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 947**

**RE: Consultation Process**

---

In accordance with Board Policies & Regulations, the Board of Education and CUPE 947 support and encourage the access and participation of support staff in school consultation processes.

The Union and the Employer have signed the original of this document.

## **LETTER OF UNDERSTANDING #4**

between

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 947**

**RE: Bridging employees who work less than twelve (12) months a year and do  
not receive LTD payments in July and August**

---

As a result of the expected savings from increasing the probationary period from three (3) to six (6) months, the parties have agreed to provide employees who work less than twelve (12) months a year who do not receive their long term disability payments with these payments for the months of July and August. The payments will be based upon the monthly LTD benefit as identified by Desjardin Financial Security. Notwithstanding the above, this agreement will also apply to employees who due to operational reasons do not have a layoff in July or August.

The increased costs of these payments in the summer months will be covered by the expected savings from increasing the probationary period. Should these payments in the summer months result in costs greater than the expected savings, the parties will be required to meet to determine how best to correct any shortfall. In such a case, any previous surpluses will be credited towards addressing a future deficit.

Failure to come to agreement within thirty (30) days of the shortfall being identified will result in a return to the language of article 15.02 (probationary period) and article 22.01 (entitlement) of the 2006-2010 collective agreement. It will also result in an end to providing the above payments to employees on LTD. In addition, the language of (new) article 22.08 – Emergency Sick Leave Plan will also be removed from the collective agreement.

The Union and the Employer have signed the original of this document.

**LETTER OF UNDERSTANDING #5**

**Between**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER  
VICTORIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 947**

**RE: Service Improvement Allocation**

---

The District has identified \$198,959.38 to increase the number of funded hours allocated to schools for additional Education Assistant hours in order to improve the quality of continuity of services to students throughout the school day.

The District will continue to allocate funding to schools for Education Assistant positions on the basis of a school's student population with designations and vulnerability rating.

The letter of agreement does not obligate the District to provide funding beyond the \$198,959.38.

The Union and the Employer have signed the original of this document.

**LETTER OF UNDERSTANDING #6**

**Between**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER  
VICTORIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 947**

**RE: 17.13 Deployment**

---

Prior to the June Rounds of Deployment Process, the employer and the union will meet to review the postings for the following school year and the layoff list. The parties will also meet prior to the first round of postings in September to review the postings that have arisen since the June deployment.

The union may exempt any posting from the reassignment process under Article 17.13, and require that they be posted under Article 16.02.

The Union and the Employer have signed the original of this document.

## **LETTER OF UNDERSTANDING #7**

**Between**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 947**

### **RE: Homestay Coordinators**

---

WHEREAS the Parties had a previous agreements that brought the Homestay Placement Coordinators (the "Positions") into the Union bargaining unit;

WHEREAS the Parties recognize the unique nature of the positions within the District;

WHEREAS there were currently four employees including Shawna Abbott, Lynne Yarmoshuk, Jenn Stark, and Pam Smirke ("the Incumbents") in the Positions, who work forty (40) hours per week;

THEREFORE the Parties agree to the following:

1. The positions shall be thirty-five (35) hours per week as per Article 18.02 except for the Incumbents noted above who shall work forty (40) hours per week.
2. In the event that an incumbent vacates their position the subsequent posting shall be for a thirty-five (35) hours per week position.
3. Despite Articles 18.02, 18.06, and 19.02 the hours of work for the Incumbents shall be as follows;
  - a. Homestay Coordinators will have, per week, thirty-four (34) hours of scheduled work and six (6) hours of flex time work. The flex time will be normally used between 7am and 6pm.
  - b. The Homestay Manager is on call after 6pm for emergency issues. Occasionally Homestay Coordinators may need/choose to use their flex time after 6pm for an emergency or stressful situation. This will be an exception rather than an expectation.
  - c. Occasional evening work may be scheduled by the District up to eight times per year for the purpose of conducting Homestay Parent Orientations. These evening sessions will be organized in advance and flex time will be used for time worked.

4. Despite Articles 18.02, 19.01, one (1) Homestay Coordinator position may be regularly scheduled per the following:
  - a. Working seven (7) hours per day and up to five (5) days per week.
  - b. The regular work week will be Thursday through Monday with statutory holidays on Monday and/or Friday being on-call.
  - c. The regularly scheduled days off will be Tuesday and Wednesday.
  - d. Overtime will be paid at the rate of time and one-half for the first two (2) hours in excess of hours defined in Article 18.01 of a regular full-time employee; thereafter double time (2X) shall be paid.
  - e. When the regular employee in this position is absent, weekend coverage will be provided by other Homestay Coordinators on a rotational basis.

The Union and the Employer have signed the original of this document.



## **LETTER OF UNDERSTANDING #8**

**Between**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 947**

### **RE: Continuous Service**

---

Whereas the Collective Agreement between the parties contains certain benefits related to the long service of an employee including a retirement gratuity as well as long service leave (the “Benefits”);

And whereas entitlement to the Benefits is based on unbroken continuous service;

And whereas the Board has previously not included breaks in service over 3 months in duration to be included in the tabulation for the purpose of Benefits;

The Parties Agree to the following:

1. The Board shall calculate continuous service in a manner that includes all breaks in service greater than three months but less than one (1) year.
2. Breaks in service in excess of one (1) year shall be deducted from the calculation of continuous service, except maternity leave.
3. The Board shall retroactively calculate continuous service for employees for the 2012-13 school year and on a going forward basis.
4. The LOU shall not be retroactive except for any employees that may fall under bullet 3.
5. This LOU represents an agreement between the parties with respect to the interpretation of “continuous service” as it applies to benefits.

This letter of understanding shall remain in effect until June 30, 2025.

The Union and the Employer have signed the original of this document.

## LETTER OF UNDERSTANDING #9

Between

The BOARD OF EDUCATION OF SCHOOL DISTRICT NO.61 (GREATER VICTORIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 947

### RE: Local Table Bargaining Funds

---

As part of the British Columbia Public School Employers' Association (BCSPSEA) and Provincial CUPE agreement, funds were identified to be used in the 2022-2025 bargaining round. The following funds are available.

2022/2023	\$290,374
2023/2024	\$57,276 (additional)
2024/2025	\$102,524 (additional)
Total:	\$450,174

The Greater Victoria School District will use these funds in the following ways:

1. Effective July 1, 2022, increase in spareboard benefits from 11% to 13% as provided for Article 1.08 (ii).
2. Effective July 1, 2024, increase in severance pay to a maximum of 15 weeks as provided for in Article 17.06 (ii).
3. Effective January 1, 2023, the Employer shall attempt to replace School Administrative Assistant III and Secretarial Clerk employees beginning on their second day of leave.
4. Effective July 1, 2022 Clerical staff performing student supervision will be paid at the Secretary Clerk rate of their continuing, temporary or spareboard position(s).
5. Effective January 1, 2023, where an employee's vehicle is damaged by a student at a worksite, or as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the lesser of the actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$600.
6. Effective July 1, 2024, when an employee takes maternity leave pursuant to part 6 of the Employment Standards Act, and is eligible for the Employment Insurance (EI) maternity benefits, the employer shall pay the employee:

- i. Ninety percent (90%) of their current salary for the first week of the leave; and
  - ii. When the employee is in receipt of EI maternity benefits for twelve (12) months, the difference between the amount of EI maternity benefits received by the employee and ninety percent (90%) of their current salary for a further sixteen (16) weeks, or
  - iii. When the employee is in receipt of EI maternity benefits for eighteen (18) months, the difference between the amount of EI maternity benefits received by the employee and seventy-eight percent (78%) of their current salary for a further sixteen (16) weeks.
- 7. Beginning in the 2023/2024 school year (Year 2), on two (2) year a trial basis, the Employer will work with schools to identify Education Assistant and Clerical needs and dispatch additional staff to serve as a Mentor with these employees by providing release time.
  - i. The Employer and the Union will work together to identify one 10 month 30 hour a week Mentor Education Assistant and one 10.5 month, 35 hours a week Mentor School Administrative Assistant 3.
    - a. The Employer will create and publish an internal expression of interest (EOI) for each temporary mentor position. The EOI will detail the role expectations, duties, prerequisites, qualifications and duration of the temporary position.
      - 1. The Employees who meet the above noted criteria will be selected for the interview process
    - b. Selection for these positions will occur in accordance with Article 16.03, and the Employer and Union agree that “skills and ability” will include the ability to perform in the mentor role.
    - c. The skills and ability to perform in the mentor role will be assessed via an interview process, jointly conducted by the Employer and Union. Applicants that score seventy percent (70%) or higher during the interview shall be deemed to possess the skills and ability to perform in the mentor role, and seniority will determine the successful applicant.
      - 1. Interview questions will be developed by the employer in consultation with the union.
      - 2. The score will be determined by taking an average of the interview panel’s individual scoring results.
    - d. This measurement of skills and ability is specific to these trial mentor positions and without prejudice and without precedent to any other job posting or future non-trial posting for mentor positions.

- e. Employees selected for positions under this trial will retain rights to their regular position and upon completion of the temporary mentor position the employee will return to their regular position.
  - ii. The primary objectives for the mentors , and in order of importance, are:
    - a. Skill enhancement, coaching/mentoring
    - b. Mentoring new employees
    - c. Providing additional supports where needed
    - d. Orientation
    - e. Assisting with processes, as needed
    - f. In the event there are no opportunities to fulfill the primary objectives in a-e above, the mentor shall fill a spareboard vacancy.
  - iii. Successful applicants to either the Mentor Education Assistant or the Mentor School Administrative Assistant 3 roles will receive an allowance of three dollars (\$3) per hour, for the duration of the temporary position.
  - iv. The trial phase of this mentorship program shall be from July 1, 2023, through June 30, 2025.
  - v. The Employer and Union will establish a joint Implementation and Evaluation Committee (IEC). The IEC will meet at least two (2) times per school year to review the trial status and next steps. Time spent for IEC meetings will be time off with pay in accordance with Article 24.02(i), for up to two (2) Union representatives. At the conclusion of the trial, the IEC will evaluate the effectiveness and success of the mentorship trial to determine the need to continue with it. The Union and Employer will determine its continuance during collective bargaining for the next collective agreement. If the Union and the Employer are not in agreement to continue the mentorship program, it will be discontinued.
  - vi. In the event that the mentorship trial is discontinued and the funding continues after June 30, 2025, the Union and Employer will re-assign the trial budget funds during negotiations of the next Collective Agreement.
8. Effective January 1, 2023, all middle school secretary clerks will be assigned up to an additional 4 hours per week, to a maximum of 35 hours a week.
  9. Effective July 1, 2023, twenty-five percent (25%) of the July and August dental benefit program will be paid for by the employer.
  10. Effective January 1 to June 30, 2023, there will be a one-time dental premium holiday for all CUPE 947 employees who participate in the dental benefit plan.
  11. A portion of the funds identified to be used in the 2022-2025 bargaining round will be used for Professional Development for CUPE 947 employees. The following funds have been set aside:

- i. Year 1: \$56,064
- ii. Year 3: \$16,449

A Joint Staff Development Committee of the Union and the Employer shall coordinate opportunities for these designated funds.

This Letter of Agreement shall remain in effect until June 30, 2025.

The Union and the Employer have signed the original of this document.

## EMERGENCY SICK LEAVE

### GUIDELINES

1. Confidential application for an entitlement from the sick leave bank may be made by an employee who has suffered a major illness or who has suffered an injury which is not compensatory under the Worker's Compensation Act, and shall be subject to the approval of the Executive upon presentation of the appropriate medical documentation.
2. No allotment from the sick leave bank shall be approved unless, and until, the employee concerned has exhausted all of the following entitlements:
  - (a) Their entire accrued sick leave entitlement;
  - (b) Their entire time off in lieu of overtime, in accordance with Article 19.04 of the Collective Agreement;
  - (c) E.I. special medical benefits.
3. Where feasible, application for Emergency Sick Leave should be made fourteen (14) days prior to the expiry of the above entitlements. Failure to apply fourteen (14) day in advance may result in a disruption of pay.
4. No individual may exceed a lifetime maximum draw from the Emergency Sick Bank of one hundred thirty (130) days unless there are compelling extenuating circumstances which must be approved by the Executive.
5. The Executive shall give full consideration to:
  - (a) The reason for which the application for benefit is made.
  - (b) Medical documentation.
  - (c) Patterns of sick leave use.
6. The Emergency Sick Leave Fund entitlement scale shall be:

During 1st year of employment	no entitlement
During 2nd to 4th year of employment	five (5) days
During 5th to 7th year of employment	ten (10) days
During 8th to 9th year of employment	twenty (20) days
During 10th to 14th year of employment	thirty (30) days
During 15th to 19th year of employment	thirty-five (35) days
Upon completion of 20 years employment	fifty (50) days
7. Where based on the foregoing the Executive considers a recommendation to grant benefits from the emergency Sick Leave Bank inappropriate, the member affected shall be so notified and given the opportunity, within seven (7) days, to

make representation to the Executive, or have representation made of their behalf.

8. Once the Executive has given full and fair consideration to an application for benefits pursuant to Article 22.05 of these guidelines, then recommendation or non-recommendation shall be immediately communicated in writing by the Union Recording Secretary or designate to the Payroll Office.

## **EMERGENCY SICK LEAVE**

### **PROCEDURE SHEET**

#### **Application Form for Emergency Sick Leave**

The following procedure outlines the process for notifying the Union Executive of the annual emergency sick leave accrual and usage:

#### **The Annual Accrual**

The Payroll Office will annually produce a reconciliation of emergency sick leave accrual and usage. This report will identify the accrued sick leave hours available for distribution during the following year. The report will be issued as early as practicable upon the conclusion of each calendar year.

#### **The Monthly Usage Report**

Once a month, following the last pay of the month, the Payroll Office will forward to the Union Executive a report that will identify the emergency sick leave usage. The report will contain a list of employees who received emergency sick leave payments and the number of hours to be withdrawn from the annual accrual.

## **PAID LEAVE FOR UNION BUSINESS REPORT**

### **PROCEDURE SHEET**

After each pay period, a Paid Leave for Union Business Report is produced from information received on employee timesheets. This report is produced by Information Systems and Services and given to the Salary and Benefits Control Clerk, in the Payroll Office. The clerk indicates next to each employee's name the percentage of vacation pay to which the employee is entitled. The Salary and Benefits Control Clerk then gives this report to the Union for verification. Once the Union has indicated its approval (by initialing the report and returning it to the Human Resource representative), the report is delivered to Financial Services for billing purposes.



## **APPENDIX A**

MoA: Appendix A – Provincial Framework Agreement

### **MOA - Appendix A**

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

#### **1. Term**

July 1, 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" \_\_\_\_\_

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

\_\_\_\_ "Leanne Bowes" \_\_\_\_\_

\_\_\_\_ "Bruce Anderson" \_\_\_\_\_

\_\_\_\_ "Alan Chell" \_\_\_\_\_

MoA: Appendix A – Provincial Framework Agreement

\_\_\_\_ "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" \_\_\_\_\_

\_\_\_\_ "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.

MoA: Appendix A – *Provincial Framework Agreement*

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:

---

BCPSEA  
Leanne Bowes

---

K-12 Presidents' Council  
Paul Simpson