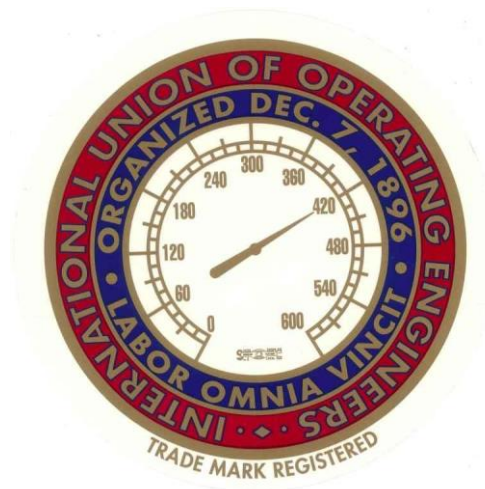


AN AGREEMENT BETWEEN



**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 27
(CARIBOO-CHILCOTIN)**

AND



**THE INTERNATIONAL UNION
OF OPERATING ENGINEERS
LOCAL 959**

JULY 1, 2022 TO JUNE 30, 2025

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THIS AGREEMENT, made this, 21st day of December, 2022 between THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN), Williams Lake, B. C. (hereinafter referred to as "the Board") and THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 959, Williams Lake, B. C. (hereinafter referred to as "the Union").

PREAMBLE

WHEREAS the Union has represented to the Board that it is authorized on behalf of all non-teaching employees of the Board as bargaining agent in the matter of rates of pay, salary and working conditions covering the employment of persons engaged by the Board for the carrying out of various services provided by the said Board;

AND WHEREAS the Board recognizes the said Union as the only bargaining agent of the said employees except those excluded by the Act;

AND WHEREAS it is the desire of both parties to this agreement to maintain the existing harmonious relationships between the Board and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to collective bargaining, and to promote morale, well-being and security of those employees included in the bargaining unit.

NOW THEREFORE this agreement witnesseth and the parties hereto agree with each other as follows:

CLAUSE I - DEFINITIONS AND RECOGNITION

I.1 Definitions:

That for the purpose of this agreement, and unless the context otherwise requires:

- a) "Probationary Employee" shall be defined as a person who is serving a probationary period of ninety (90) calendar days with the Board.
- b) "Permanent Employee" shall be defined as a person who has satisfactorily completed the probationary period and is entitled to all benefits of this agreement.
- c) "Casual Employee" shall be defined as a person who is employed on a day-to-day basis.
- d) "Temporary Employee" shall be defined as a person assigned for a definite pre-determined period of over sixty (60) days or for illness, with a probationary period and full benefits including seniority rights while employed. Temporary employees do not have bumping rights at the end of their temporary appointment.

- e) "Noon Hour Supervisor" and "Crossing Guard" shall be defined as an employee hired on a casual basis to whom no benefits apply except the level one (1) rate of pay for an Education Assistant, plus statutory holiday pay.
- f) An existing employee is defined as an employee who holds a position with the employer and has passed the 90 (ninety-day) probationary period.
- g) A ten (10) month employee is defined as an employee who works from September 1 to June 30 each school year. A ten (10) month employee is not expected to work during the School Breaks. If a ten (10) month employee is requested to work and agrees to work during the Christmas or Spring break, the hours worked will be per all applicable clauses of the collective agreement.
- h) An eleven (11) month employee is defined as an employee who works from August 15 to July 15 each school year. An eleven (11) month employee is not expected to work during the School Breaks. If an eleven (11) month employee is requested to work and agrees to work during the Christmas or Spring break, the hours worked will be per all applicable clauses of the collective agreement.

I.2 Term of Agreement

- a) This agreement shall remain in effect for thirty-six (36) months, commencing July 1, 2022 through the period ending June 30, 2025. Either party may, within a period of four (4) months immediately preceding the date of expiry of this agreement, require by notice the other party to the agreement to commence collective bargaining.
- b) In the event that the parties are unable by the expiry date of this agreement to conclude a collective agreement for the subsequent period, the parties agree that the terms and conditions of employment provided for in this agreement, will continue to apply during bargaining without prejudice to the right of either party to action permitted by Part 5 of the Labour Relations Code, and without prejudice to the provisions of this agreement.
- c) In the event that future legislation conflicts with one (1) or more of the terms and conditions of this contract or renders any part of this agreement null and void, both parties agree to meet within one (1) month of either party's request, to determine mutually satisfactory provisions under the new legislation. Should the parties be unable to reach agreement in this regard the matter may be submitted to arbitration in accordance with Article II.5 The remainder of the contract will remain in effect during this process.
- d) In the event that there is a conflict between the contents of this Agreement and regulations made by the Board, this Agreement shall take precedence over the said regulation.

I.3 Management Responsibilities

The Union recognizes the right of the Board to operate and manage the operation of the school district in accordance with its commitments and responsibilities, and to make and alter, from time to time, rules and regulations to be observed by employees. Such rules and regulations shall not be contrary to the provisions of this agreement.

The Board shall always have the right to hire, assign, discipline, demote, and discharge employees for proper cause, subject to the provisions of this agreement and the Union's right to institute grievance procedure.

- a) The Board agrees in exercising its personnel management responsibilities that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, wages, training, upgrading, promotion, assignment, transfer, layoff, recall, discipline, classification, or discharge by reasons of race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation not forbidden by law, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of their membership or activity in the union.

I.4 Contracting Out

The employer will not contract out work performed by bargaining unit members where it results in a layoff or reduction in hours.

No bargaining unit member will be displaced or replaced by the use of volunteers, outside contractors, CCTA Members, or management staff.

If there are any appropriately qualified persons on the recall list, work will be offered to them before that work is contracted out.

I.5 Union Recognition and Dues

- a) Every employee who is now or hereinafter becomes a member of the Union, shall maintain their membership in the Union as a condition of their employment, and every new employee shall, within fifteen (15) days of employment become a member of the Union as a condition of continued employment with the provision that the Union will not deny any employee the right to join in accordance with the local bylaws or constitution of the International Union of Operating Engineers. Deductions, as prescribed by the Union, shall be made from the payroll on a bi-weekly basis and these deductions shall be forwarded to the Union by electronic funds transfer (EFT) on a bi-weekly basis.
- b) Notwithstanding the Board's obligation to provide notice of suspension, layoff or termination, should the Union suspend the membership of an employee the Union will notify the Board in writing at least five (5) working days before such suspension and the Board will not employ the suspended member for the duration of the suspension, nor will the Board be liable for any wages during the period of suspension.

- c) The Board, at the end of each bi-weekly payroll, will provide a complete list of Union employees to the Union, showing:
1. Union dues deducted;
 2. Electronic Fund Transfer payable to the Union in the amount equal to 1 above;
 3. The name, address and starting date of any new employee;
 4. The name, address, and termination date of all permanent and temporary employees leaving the employment of the School District.
 5. The name, address and department of any casual employee.

CLAUSE II - BOARD/UNION RELATIONSHIP

II.1 Liaison Committee

The Liaison Committee will exist between the Board and the Union with the following Terms of Reference:

- a) will consist of five (5) representatives of the Union and four (4) representatives of the Board.
- b) Meetings to be held at least monthly during the school year (September to June) unless mutually agreed to meet less frequently. The meetings will be chaired by the Board. Minutes shall be circulated within five (5) working days of a meeting and approved at the next meeting.
- c) Discuss matters relating to the interpretations of the agreement, and when mutually agreed, develop letters of understanding regarding contract issues.
- d) Discuss job descriptions for any new positions and changes for existing positions within the Union.
- e) Establish salaries for any new positions within the Union.
- f) Discuss organizational changes and position re-categorization requests.
- g) Discuss, and recommend to the Board, policy items of mutual concern.
- h) Establish ad hoc committees to investigate and make recommendations on matters of mutual concern. An agreement for sharing expenses will be established at the time the ad hoc committee is set up.

II. 2 Safety Committee

There shall be a District Safety Committee comprised of representatives appointed by the Union, the Employer and other employee groups. The number

of Employer representatives shall not exceed the total number of appointees by the Union and other employee groups.

II.3 Professional Development Fund

- a) The Board shall contribute to the I.U.O.E. Professional Development fund an initial amount of eleven thousand five hundred dollars (\$11,500.00) for the 1997/98 school year. On July 1 of each following school year, or on receipt of the schedule of distribution from the Union, whichever is later, the Board will "top up" the Professional Development Fund to eleven thousand five hundred dollars (\$ 11,500.00).
- b) The Professional Development Fund shall be controlled and administered by the Union's Professional Development committee.
- c) The cost of a substitute may be paid by:
 - i) the I.U.O.E. Pro-D fund at the discretion of the Union's Professional Development Committee
 - ii) the employee them or themselves (leave without pay)
 - iii) the Board at its discretion
 - iv) a school at its discretion
 - v) any outside agency
 - vi) any combination of the above
- d) In the event of no agreement as to how substitute costs are to be paid, the employee will not be released for professional development.
- e) By September 30 in each year, the Union will deliver to the Board a schedule of the distribution of the total monies paid out of the Professional Development Fund for the twelve (12) month period ending June in the same year.
- f) The Pro-D fund will not be required to finance activities which are required of employees by the employer, but will be used for activities which are directly related to the employment responsibilities of the employee.

II.4 Unauthorized Soliciting/Representation

There shall be no unauthorized lobbying by any member or members of the Union or any member or members of the Board in respect to any matter covered by the agreement.

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

No employee shall be permitted to make any written or verbal agreement with the Board or its representatives which conflicts with the terms of this Collective Agreement.

II.5 Grievance Procedure

In any differences arising between the parties bound by this agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work because of such differences, and an earnest effort shall be made to settle the matter promptly in the following manner:

- a) An employee who believes that they have a justifiable request or complaint may, alone or with their shop steward or a member of the grievance committee, discuss the matter with their immediate supervisor or departmental supervisor and if it be settled, that shall end the matter. Should the matter not be settled within ten (10) working days, the Union may invoke Step b.
- b) The grievance shall be stated in writing together with the redress sought and submitted by the Union's grievance committee to the Manager of Human Resources or designate. Should this step not settle the matter within five (5) working days, the Union may invoke Step c.
- c) The grievance shall be discussed between the Manager of Human Resources or designate, the aggrieved employee, and the President of the Union or their designate from the Grievance Committee of the Union. This meeting shall be held within five (5) working days of the Union invoking Step c. If the matter is not settled within five (5) working days of the meeting held at Step c, the Union may invoke Step d.
- d) The grievance shall be discussed between a Grievance Committee of the Board, consisting of the Manager of Human Resources or designate, the Human Resources Generalist or designate and one (1) Trustee, the aggrieved employee, and the Grievance Committee of the Union, consisting of the President of the Union or their designate from the Grievance Committee of the Union and one (1) member of the Grievance Committee of the Union. This meeting shall be held within ten (10) working days of the Union invoking Step d. Failing settlement within fifteen (15) working days of the meeting held at Step d, the Union may invoke Step e.
- e) The parties through mutual agreement may agree on the appointment of a single arbitrator to hear the grievance. A Board of Arbitration shall be formed to hear the grievance if the parties cannot agree on a single arbitrator. Either party shall notify the other in writing of the question(s) to be arbitrated, and the name of and the address of its chosen representative on the Arbitration Board. After receiving such notification and statement, the other party shall within five (5) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall try to select a third member who shall be the chair. Should the representatives fail to select such a third member within five (5) days from appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a chair. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The

expenses and compensation of the chair shall be shared equally between the parties.

- f) The Board of Arbitration shall report its decision on the grievance(s) as soon as possible after the appointment of the chair. The majority decision of the Board of Arbitration shall be final and binding on all persons bound by this agreement. The decision of a single arbitrator appointed under e) above shall be final and binding on all persons bound by this agreement.
- g) The arbitrator is restricted to dealing with the question in the grievance and shall not have the power to change this agreement by adding, deleting, amending, altering or modifying any of its terms and conditions.
- h) Whenever a stipulated time is mentioned herein, the said time may be extended by mutual consent of both parties.
- l) A Grievance arising from the termination of an employee or the suspension of an employee for one (1) month or greater shall be provided in writing and shall proceed immediately to Step d above.

II.6 Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the employer's business shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

II.7 Working Conditions

- a) Unsafe Working Conditions: Workers have the right to refuse unsafe work as set out in Work Safe BC. Unsafe work shall include but not be limited to threat of violence or actual physical violence as defined by Worksafe BC. No employee shall be disciplined for refusal to work on an assignment which has unsafe working conditions or with unsafe equipment that does not meet the standards established pursuant to Work Safe BC. An inspection shall be carried out by a representative of the Board and the Union to determine the validity of the complaint. In the event that the matter cannot be resolved, work shall cease on that assignment or equipment until Work Safe BC can investigate.
- b) Employees sent home due to emergency school or facility closure will be paid for the remainder of the employee's normal workday.
- c) If an employee commences work on a normal workday and is then sent home because no work is available they shall be paid for the remainder of the regularly scheduled workday at their regular rate of pay.
- d) In the event bus runs are cancelled due to unsafe road conditions or cold temperatures, bus drivers will be paid for the normal workday.

- e) Employees unable to attend work due to unsafe weather conditions, and work is available, will be considered absent without pay, but will be entitled to access vacation or banked pay.
- f) Bank Deposits: Employees who are responsible for making bank deposits may, if the amount to be deposited exceeds one thousand dollars (\$ 1,000.00), decline to make the deposit unless the employee is accompanied by a second employee during working hours.
- g) Members of the bargaining unit shall not be required to supervise or train volunteers.

II.8 Job Descriptions

The Board will give the Union a copy of all new and changed job descriptions as they are prepared. All new job descriptions are to be dated. Disputes arising from a new or changed job description shall be resolved in accordance with Article II.5.

II.9 Funding Information

The Board agrees to provide the Union with costing and salary information directly applicable to the contract which is readily available and in a format normally prepared by the Board.

II.10 False Accusation

When an employee has been accused of physical or sexual misconduct involving a student, in the course of exercising their duties as an employee of the Board, and if:

- a) the Board found the allegations have not been established to be true, and no criminal charges have been laid, or
- b) the Board concludes that the allegations have not been established to be true and should criminal charges result, the employee is acquitted of criminal charges in relation to the allegation, or
- c) an Arbitrator considering discipline or dismissal of the employee finds the allegation to be false, and no criminal charges are laid, or
- d) an Arbitrator considering discipline or dismissal of the employee find the allegation to be false, and, should criminal charges result, the employee is acquitted of criminal charges in relation to the accusation,

The Board and Union shall assist the employee and employee's family with counselling or appropriate assistance as mutually agreed upon to deal with the negative effects of the false allegations. Should an employee be suspended pursuant to this clause, and, a,b,c,d, apply, then the employee shall be reinstated and receive retroactive pay for the time they were suspended.

II.11 Sexual Harassment

The Board and the Union do not condone and shall not tolerate any expression of sexual harassment.

- a) Sexual harassment is defined as a repeated and unwelcome sexual comment, look, suggestion, request for sexual favours, or any other verbal or physical conduct of a sexual nature made by a person who knows or ought to know it is unwelcome; but may include a single sexual advance made by a person in a position of authority over the recipient when:
 - i) submission to such conduct is made whether explicitly or implicitly a term or condition of an employee's employment;
 - ii) submission to or rejection of such conduct by an employee is used as a basis for employment decisions affecting such employee; or
 - iii) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, offensive, or uncomfortable working environment.
- b) Complaints of sexual harassment shall be treated seriously and in strict confidence.
- c) An employee who makes a complaint of sexual harassment shall have the right to apply to the Manager of Human Resources or designate for a leave of absence at any time after making the complaint. If approved, the leave shall be with pay unless the complaint is found to be without foundation.
- d) No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a bona fide complaint of sexual harassment. It is recognized that false or malicious complaints may damage the reputation of, or be unjust to, other employees and therefore the complainant may be subject to disciplinary action.
- e) If desired by the complainant, attempts shall be made to resolve alleged complaints through informal means. The complainant employee may attempt to resolve the matter by informing the alleged harasser, with or without the presence of a Union representative, at the complainant employee's choice.

If desired by the complainant, a written allegation of sexual harassment within the school district will be investigated by the Superintendent and the results reported to the Board.
- f) If no agreement for resolution of the complaint has been reached or an agreement for resolution has been reached by the alleged offender, a complaint may be filed with a senior Board official. The senior Board official shall convene a meeting of the complainant and the alleged offender and each may be accompanied by a representative of the Union or another

Board employee. Both parties shall attempt to reach agreement on a course of conduct.

- g) In the event that the issue remains unresolved after f) above, a grievance may be submitted.
- h) An employee found to have been sexually harassing another employee shall be subject to disciplinary action. Such action may include a verbal warning, a written warning, suspension, transfer of the offending party and/or dismissal.

II.12 Indemnity

- a) The employer shall indemnify all employees against claim for damages arising out of the performance by the employee of their duties.
- b) The Board agrees to indemnify Employees against all costs, charges and expenses, including legal fees and disbursements, actually and reasonably incurred by the Employee in connection with the investigation, prosecution and resolution of any charge, claim, complaint, action or other legal proceeding (“the proceeding”) to which the Employee is or may be a party wholly or partially by reason of being or having been an Employee, provided that the Employee was acting within the scope and course of the Employee’s appointment during those events causing the proceedings, and further, provided that in the case of a criminal proceeding, both the Employee and the Board had reasonable grounds for believing that the Employee’s conduct giving rise to the criminal, civil or administrative proceedings, was lawful.
- c) It is specifically agreed that the Board shall retain counsel of its choice to represent the Employee. During the proceedings the Board may agree to separate representation for the Employee, provided separate representation selected by the Employee will be by mutual agreement between the Board and the Employee and shall continue to be indemnified on the terms contained in sub-clause b).
- d) The Board shall direct the defence of any proceeding against the Employee provided that no decision made by the Board will affect the liability of the Employee.
- e) If the Employee while discharging the duties of their assigned appointment is the victim of a crime or a witness to a crime which arises during the course of or as a result of the discharging of the conditions and terms of this agreement, the Employee may, after first obtaining approval from the Board, retain a lawyer to advise and assist the Employee, and the Board will pay for all legal costs, taxes and disbursements incurred in connection with that advice. The Legal assistance may include, but is not limited to, the provision of services related to the following: preparation of victim impact statements; Communications with police, the Crown, defence counsel or the media; application for victim compensation; preparation for and attendance

at criminal court proceedings relating to the incident; commencement of a civil action; and preparation for and attendance at civil court proceedings relating to the incident.

- f) If in the Board's opinion the proceedings of such civil action is unlikely to succeed or a decision to cease actions will not affect the liability of the Employee or cause them to incur any costs the Board may terminate such actions following consultation with the Employee. If the Employee is successful in obtaining compensation by advancing a civil claim, the Board will require the Employee to reimburse it for the legal costs, taxes and disbursements incurred by the Board in the furtherance of the Employee civil claim. The monies reimbursed to the Board by the Employee are not to exceed the total compensation awarded to the employee in the civil action.

II.13 Bulletin Boards

The Union shall be provided with space on staff room and lunch room bulletin boards for the posting of notices pertaining to Union business.

CLAUSE III SALARIES, ALLOWANCES, AND BENEFITS

III.1 Pay Cheques

- a) All employees, including casuals, will be paid through a bank deposit system.
- b) All appointed employees will be paid bi-weekly on Fridays in accordance with the hourly rates of pay stated elsewhere in this agreement and the system entries submitted via the District system by the payroll cut-off date. In the event that a Friday which would normally be a pay day is a statutory holiday, employees shall be paid on the preceding Thursday.

III.2 Records of Employment

Upon notification to the payroll department, records of employment shall be prepared within five (5) working days of the last payday, except when mass lay-offs occur, in which case records of employment shall be prepared within fifteen (15) working days of the last day worked.

III.3 New Categories

If it is found necessary to engage the services of a permanent employee in a category not provided for in this agreement, the matter shall be determined by the Board and Union. This shall not apply to casual employees who shall be paid at a rate not less than the basic rate paid in the department in which they are employed.

III.4 Job Substitution

- a) If an employee is directed by their supervisor to substitute on a job during the absence of another employee and satisfactorily performs the job the

employee shall receive the level two (2) rate of pay for the job they are filling in on or their regular rate of pay, whichever is greater.

- b) When an absence, due to illness, is expected to be more than five (5) working days and less than ninety (90) calendar days, permanent employees working in the same department within the school or site may have first opportunity to substitute for the absent employee.

III.5 Allowances:

(NOTE: the leadhand and first aid attendant appointments shall be at the discretion of the Board.)

- a)
 - i) Leadhand: An employee appointed to a maintenance/IT lead hand position shall receive, in addition to their regular wage, one dollar and twenty-five cents (\$1.25) per hour for the duration of such appointment. Upon ratification this allowance will increase to two dollar and twenty-five cents (\$2.25) per hour for the duration of such appointment. An employee appointed as a bus dispatcher lead hand shall receive, in addition to their regular wage one dollar and seventy-five (\$1.75) per hour for the duration of the appointment. The custodian lead hand shall be paid one dollar and twenty-five cents (\$1.25) per for hour for the duration of the appointment. Effective July 1, 2023 this amount will increase to one dollar and seventy-five (\$1.75) per hour for the duration of the appointment.
 - ii) A leadhand, in addition to their regular duties, under the direction of the appropriate supervisor, shall be responsible for the general direction and daily work assignments of other employees. A leadhand shall neither formally evaluate the work performance of employees nor discipline employees under their direction. Should a leadhand have a concern about the job performance of one of the employees under their direction, the leadhand shall first communicate their concern with the work to the employee concerned and failing resolution, to the appropriate supervisor.
- b) First Aid Attendant: Employees appointed as First Aid attendants with an Occupational First Aid Level 1 (one) Certificate shall receive twenty-five cents (\$ 0.25) per hour, and those employees appointed as First Aid attendants with a Level two (2) or three (3) Certificate shall receive fifty cents (\$ 0.50) per hour in addition to their regular wage, for the duration of such appointment.
- c) Additional Trade Certification: Certified Journeyperson (other than casual employees) possessing more than one (1) valid trade certification, that additional trade being relevant for use in the maintenance department, will receive an allowance of fifty cents (\$ 0.50) per hour for each additional trade certification.

- i. Effective July 1, 2023 mechanics will be paid an additional allowance of twenty-five cents (\$0.25) per hour for CVSE certification.
- d) Additional Necessary Certificates: In recognition of the School District's current need of one (1) individual with an Electrical Certificate of Competency as an Accredited Representative, and one (1) individual with a Certificate of Qualification for Gas Fitter – (Class A), the Board will pay one dollar and seventy five cents (\$1.75) per hour in addition to the certified journeyman rate.
- e) Custodial Allowances: Custodians shall receive a basic salary plus twenty cents (\$ 0.20) per hour for the first person supervised and ten cents (\$ 0.10) per hour for each additional person supervised. Custodians in charge of two (2) or more buildings shall be paid fifteen cents (\$0.15) per hour in addition to their regular wage rate or mileage, whichever is greater. When a school or building has been determined to have sufficient square footage to establish more than one (1) person (in addition to the custodian) on the same shift, a position of senior janitor shall be established. The senior janitor shall receive a basic salary plus ten cents (\$0.10) per hour for each person supervised on the same shift.
- f) Education Assistants with Certification/Special Skills/Working in Secondary Schools:
Education Assistants with certification and/or working in a position requiring special skills and/or working in a secondary school will be paid at Category II.

All permanent certified Education Assistants classified in Schedule “C” will receive an additional allowance of twenty-one cents (\$0.21) per hour in addition to their regular wage rate.
- g) Registered Fire Protection Technician: Employees certified as Registered Fire Protection Technician shall receive twenty-five cents (\$ 0.25) per hour in addition to their regular wage.
- h) Personal Care Allowance: A fund of nine thousand six hundred dollars (\$9,600) will be established to be distributed to EA's who provide specific personal care to students. Personal care will be defined as duties including toileting and tube-feeding. This fund shall be distributed in consultation between the union and the employer. This allowance shall be paid bi-weekly. Effective July 1, 2023 the fund will increase to eleven thousand one hundred dollars (\$11,100).

III.6 Benefits

The School District's sole responsibility is to offer coverage under the medical, dental, extended health, short term disability, long term disability, employee and family assistance plan, and group life insurance benefit plans. If an employee chooses to opt out of a benefit plan, where opting out is an option, the School District is not responsible for any coverage under that plan.

Effective July 1, 2006, the parties agree to place their Dental, Extended Health and Group Life Insurance coverage specified in this Article with the Provincial Education Benefits Trust (PEBT).

- a) Pro-Rating of Benefits: Benefits will be pro-rated for permanent and temporary employees that are less than half time.
- b) Medical: The Board will pay one hundred (100) % of the premiums in the Medical Services Plan of B. C.
- c) Extended Health: The Board will pay one hundred (100) % of an approved Extended Health Benefits Plan, including vision care at two hundred dollars (\$ 200.00) every two (2) year period per dependent; and hearing aid benefit for adults and children in the amount of five hundred dollars (\$ 500.00) every five (5) calendar years. Only one (1) coverage per family within the School District will be allowed.
- d) Dental: The Board will pay sixty-five (65) % of a recognized dental plan for eligible employees and dependents; this dental coverage will be in three (3) categories: single, married couple, married with children, with a one thousand dollars (\$ 1000.00) orthodontics lifetime limit. Only one (1) coverage per family within the School District will be allowed. Effective July 1, 2024 this coverage will increase to seventy (70) %.
- e) Life: The Board will pay sixty-five (65) % of the premiums in a Group Life Insurance Plan (the amount of insurance is three (3) x annual salary) for permanent and temporary employees employed fifty (50) % or more.
- f) Short/Long Term Disability: The Board will obtain Short and Long Term Disability Insurance coverage for employees in consultation with the Union.

The Board will continue to pay its share of premiums for other benefit plans while an employee is on short term disability and for one (1) year while on long term disability.

The Parties agree to participate in the Public Education Benefits Trust (PEBT) government funded long term disability (LTD) plan, including the Joint Early Intervention Services.

- g) Drug And Alcohol Treatment: Employees undergoing medically supervised alcohol and/or drug treatment are entitled to sick leave benefits as provided for by this agreement.
- h) Employee and Family Assistance Plan: The Board will pay fifty (50) % of the premiums for an Employee and Family Assistance Program.
- i) Benefit Exceptions for Some Employees: Casual employees shall receive forty cents (\$ 0.40) per hour in addition to their normal rate of pay in lieu of medical and sick leave benefits.

- j) Death Benefits: Benefit premiums will be paid on behalf of an employee's family for three (3) months after the death of an employee. The full month's salary for the month during which an employee's death occurred, will be paid to the employee's estate.

Upon the death of an employee, their estate shall be paid two (2) days for each year of service to a maximum of fifty (50) working days, pro-rated. Accumulated sick leave benefit also will be paid to an employee's estate under the provision of Clause III.6 m)

- k) Rural Days: Rural permanent employees shall have two (2) days off with pay (pro-rated) each year to attend to business. The leave must be authorized by the departmental supervisor. The relevant schools are: Alexis Creek, Anahim Lake, Dog Creek, Likely, Naghtaneqed & Tatla Lake.

- l) Long Service Recognition:

- i) Employees will receive a salary increase of fifteen cents (\$ 0.15) per hour for every three (3) years of service pro-rated to their full time appointment.
- ii) After ten (10) years of continuous service an employee who resigns, retires or is terminated without proper cause shall be paid two (2) days for each year of service to a maximum of fifty (50) working days, pro-rated to their full time appointment.

- m) Sick Leave Benefit: Sick leave will be accumulated at the rate of one (1) day per month from commencement date of employment on a pro-rata basis for all employees except casual. If the Board cancels its contract covering short and long term disability benefits, sick leave will be accumulated at the rate of one and one half (1.5) days per month. Sick leave shall be accumulated while an employee is on sick leave provided they have hours in their sick leave bank. Once an employee has run out of sick leave entitlement in their sick leave bank, the sick leave bank is suspended and no further sick leave is accumulated until the employee returns to work.

Employees hired prior to October 4, 2014 will be grand-parented to continue to receive the accumulated sick leave pay on a pro-rata basis, upon termination without proper cause or resignation, or in the case of death to an employee's estate as follows:

- i) After five (5) years continuous service, a person leaving the employ of the Board shall receive twenty-five (25) % of their accumulated sick leave to a maximum of thirty (30) days.
- ii) After ten (10) years of continuous service, a person leaving the employ of the Board shall receive fifty (50) % of their accumulated sick leave to a maximum of sixty (60) days.

- iii) After fifteen (15) years of continuous service, a person leaving the employ of the Board shall receive seventy-five (75) % of their accumulated sick leave to a maximum of ninety (90) days.
- iv) After twenty (20) years of continuous service, a person leaving the employ of the Board shall receive one hundred (100) % of their accumulated sick leave to a maximum of one hundred and twenty (120) days.

If an employee is within six (6) months of receiving the next increment in sick leave benefit payment, the employee will receive payment as if that next increment had been achieved.

- n) Severance Pay: An employee whose hours are reduced to zero (0) and for whom no positions are available through bumping or posting is entitled, after completion of five (5) years of service, to severance pay in the amount of one (1) week's pay for each year of service to a maximum of eight (8) week's pay.
- o) Education Assistant Benefits – All Education Assistants working between twelve and one half (12.5) hours/week and seventeen and one half (17.5) hours/week as of February 21, 1996 will be considered to be working half-time for benefit purposes under Clause III.6 a)

III.7 Cafeteria Workers' Meals

All cafeteria staff will receive one (1) meal per day free of charge.

CLAUSE IV - RETIREMENT

IV.1

Employees retiring from the School District shall not be required to take any of their holiday entitlement for that year before their termination date.

CLAUSE V - LEAVES OF ABSENCE

For members taking unpaid leaves of absence (other than sick leave and WCB leave), the Board will deduct and remit per capita Union dues upon the member's return to work. Employees approved for LTD shall not be required to pay per capita Union dues for the period of time off work on LTD.

V.1 Union Business

- a) Authorized representatives of the Union, including shop stewards who are in the employ of the Board shall have the right to attend meetings between the Board and the Union held during working hours without loss of pay when processing grievances or negotiating a revision or renewal of this agreement. If, at the request of the Board, meetings for negotiations, liaison or grievances are held during normal working hours of a Union

representative and/or grievor, the Board shall pay the salary costs of an approved substitute for the representative or grievor for the meeting time and necessary travel time. Pre-meetings will be billed to the Union. Where Union members are representatives of the Union and must attend committee meetings during normal working hours at the request of the Board, the Board will pay wages for the employees in attendance and bill the Union for the cost of substitutes. The number of Union representatives who are employees of the Board shall not exceed five (5) for grievances, plus the aggrieved and five (5) for negotiations. The number of Employer representatives shall not exceed five (5) for grievances and five (5) for negotiations.

- b) Any member of the Union who is required to attend a Union convention or perform any other function on behalf of the Union and its affiliation, necessitating a leave of absence, shall, upon application to Human Resources, be granted leave of absence, but will remain in the full employ of the Employer, provided such notice is received by Human Resources not less than twenty-four (24) hours prior to the commencement of the leave. "Full employ" means the employer will continue to pay the full salary, benefits, pension contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement. Such leaves shall be granted subject to the Union reimbursing the Employer. Such leaves shall not be unreasonably withheld. For the President, such leaves shall not exceed seventy-five (75) working days in any one (1) school year. For all other Union members, such leaves shall not exceed forty (40) working days individually and seventy-five (75) working days in total in any school year. For Union members other than the President, additional time may be granted by Human Resources.

V.2 Leave to Work for Union:

In the event the Union deems it necessary to have a full-time or part-time position necessitating a leave of absence for an employee, the employee shall, upon application to the Superintendent of Schools, be granted leave of absence as follows. The leave shall be extended, if necessary.

- a) The Board agrees to release the designate of the Union from their position.
- b) The Board agrees to continue to pay the designates' salary and to provide benefits as specified in this agreement. The Board will provide a monthly statement of the salary and benefit costs including accumulated sick leave to the Union for payment.
- c) For purposes of pension, experience, sick leave and seniority, the designate shall be deemed to be in the full employ of the Board.

- d) The designate, returning to their job, shall be assigned to the same position held prior to the release. If the position no longer exists, the designate shall be given bumping rights.
- e) In the event the designate is unable to complete the term of office for whatever reason, other than sick leave, the Board shall grant another Union member, designated by the Union, a leave from duties to fulfill the position. The provision of parts, a, b, c, and d of this clause shall apply.
- f) In the event the designate is absent due to illness the Board shall grant another Union member, designated by the Union, a leave from assigned duties to fulfill the duties. The Board will continue to pay the designates' salary provided that accumulated sick leave is available. The Union will reimburse the Board the salary and benefit costs of the Union member who replaced the designate.

V.3 Leave for Elected Office

- a) The Employer shall grant on written request, leave of absence without pay for persons seeking election or elected to the Provincial Legislature or Federal Parliament for up to five (5) years or as mutually agreed by the parties.
- b) Employees elected or appointed to municipal or regional district or public boards shall be granted leave with pay up to a maximum of twenty (20) days in any one (1) school year. Such days off granted shall be deducted from their annual vacation entitlement or from accumulated banked time. If the employee has no vacation entitlement or banked time to draw on, the leave will be without pay.

V.4 Sick Leave

- a) Pay will be granted for sick leave. The Board may require a medical certificate at any time. (physicians, dentists, optometrists or Public Health nurses are considered "medical" personnel.)
- b) An employee will notify their supervisor promptly in all cases of sick leave and will also notify their supervisor when ready to return to work in time for relief to be notified.
- c) See Clause III.6 m) for information re: accumulation and pay-out of sick leave.
- d) Accumulated sick leave, banked overtime and banked extra time may be used to top up approved short-term disability coverage and Workers' Compensation Board coverage to equal full pay.
- e) Employees with accrued sick leave shall retain such credit in the event of a layoff while they have seniority rights.
- f) An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive

payment for the remainder of the shift at their regular rate of pay without deduction from sick leave. The Board may require a medical certificate stating that the employee is unfit to return to work to finish that shift from a doctor or nurse practitioner.

- g) An employee on short term disability shall contact their supervisor at least bi-weekly to update the status of their leave. At least one (1) weeks' notice shall be given to return to work.
- h) An employee who has used up any portion of their sick leave entitlement because of a non-compensable sickness or accident, may at their option have all or part of the sick leave entitlement restored upon repayment to the Board of salary paid while on sick leave, if and within six (6) months of the time that the employee receives a settlement from a third party.
- i) In the event of an absence due to illness of one (1) janitor for one (1) day or less in any school there shall not necessarily be a replacement
- j) Full-time School Secretaries shall be replaced when absent due to illness.
- k) A medical certificate indicating fitness to return to work may be required by the employer.

V.5 Family Illness

- a) Family Member Illness/ Family Care: Employees will be allowed to use eight (8) days of accumulated sick leave per calendar year for family member illness for travel to specialists or if their presence is required during an illness in the family. Family is defined as spouse, common-law spouse, child, brother, sister, parent, grandparent, father-in-law, mother-in-law, grandchild. Said leave is to be taken in at least one half (1/2) day increments.

V.6 Pregnancy/Parental

- a) Leave of absences will be granted in accordance with the Employment Standards Act for pregnancy leave and parental leave.
- b) Pregnancy and parental leaves will be approved upon request for up to twelve (12) months with seniority rights recognized; a further six (6) months of maternity leave will be approved with no seniority rights recognized.
- c) Parents not entitled to leaves under clause V.6 (a) and (b), will be allowed two (2) days of paid paternity leave per year for birth or adoption of their child

V.7 Parenthood Leave Without Pay

- a) Employees who have completed two (2) years' service with the Board may request parenthood leave in situations where a parent feels it to be necessary

to stay home with a dependent child. Except in crisis situations, parenthood leave may be requested only once in every three (3) years.

- b) Employees shall be eligible for parenthood leave, but it may be granted to only one (1) parent at a time in instances where both parents are employed by the Board. Notice is required, in writing, three (3) months prior to commencement of the leave. Less than three (3) months' notice may be considered in a crisis situation.
- c) The length of parenthood leave normally shall not exceed twelve (12) months. For education assistants and youth engagement workers, the leave will normally start at school opening in September and be for the duration of that school year. Employees on parenthood leave do not accumulate seniority while on the leave.
- d) Employees granted parenthood leave shall advise the Board of their intentions, at least three (3) months prior to their intended return date. Employees returning from parenthood leave shall be returned to their former position, if it still exists.

V.8 Bereavement

- a) In the event of death in an employee's immediate family, an employee may be absent with pay for a period not to exceed five (5) working days. Immediate family is defined as spouse, common-law spouse, child, brother, sister, parent, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law and sister-in-law.
- b) Employees may be granted one-half (1/2) day without loss of wages to attend a funeral as a pallbearer.
- c) Where the physical arrangement for the funeral cannot be accomplished in this period, the Board shall grant additional time without pay.

V.9 Jury/Witness/Court Appearances

The Board shall pay an employee who is required to serve as a juror or subpoenaed court witness the full amount of wages they would normally receive during such period and the employee shall submit to the Board any money paid for their services as a juror or court witness. The employee shall present proof of service and the amount of payment received.

Where the private affairs of an employee require an appearance in legal proceedings, the Board shall grant leave without pay.

V.10 Voting on Election Day

An employee eligible to vote in a Federal, Provincial, or Municipal election or a referendum shall have four (4) consecutive hours during the hours in which the polls are open in which to cast their ballot.

V.11 Professional Development Activities

- a) The Board will pay one hundred (100) % of course costs when an employee is required to take a course.
- b) Employees required by their Supervisor to attend professional development activities on Professional Development days will receive their applicable rate of pay for the length of activity they attend. In the event the Pro D activity is longer than the regular hours of work, the employee will be paid for any additional hours at the applicable rate. The Employer will notify all employees attending Pro D activity, by email, of the availability of employer supplied transportation. When employer supplied transportation is insufficient to transport all employees attending Pro D activities, employees who supply their own transportation will be reimbursed in accordance with VIII.1 d.
- c) Where a Principal, Vice-Principal or Supervisor requires the attendance of an employee at a Pro-D activity, that requirement shall be in writing.
- d) Employees attending Pro-D days as approved by Human Resources, on their one (1) allotted Pro-D day per school year, will be paid for the length of activity they attend.
- e) Youth Engagement Workers attending Pro-D day activities shall be paid for the length of the activity they attend, as approved by Human Resources.

V.12 Cultural Leave Days

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

Where an Indigenous employee requires more than two days of leave in (a) above for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however an employee may apply for available vacation/overtime or extra time banks as per their entitlements in the collective agreement.

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

When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual events, the employee will provide as much advance notice to the Employer as possible. For unexpected ceremonies or events, the employee will make every effort to provide at least seven (7) calendar days' notice of the Leave.

CLAUSE VI - HOURS OF WORK

VI.1 Rest Periods

- a) All employees working a shift of three hours or more shall have a paid rest period of fifteen (15) minutes duration both in the first half and the second half of each shift of at least three (3) hours duration and shall be taken where the employee is actually working.
- b) Lunch periods shall not exceed one (1) hour.

VI.2 Overtime/Overtime Approval

- a) Employees will be paid overtime, provided it is authorized in advance, when possible by the departmental supervisor.
- b) All hours worked up to two (2) hours in excess of regular hours shall be paid for at time and one-half (1.5) the regular hourly rate. All hours worked in excess of two (2) hours of the regular hours shall be paid for at double the hourly rate. All hours worked on Statutory Holidays shall be paid for at triple the hourly rate. When overtime is worked on a Statutory Holiday and work continues past midnight, the triple hourly rate of pay shall apply until the work is completed.
- c) Where a permanent employee working on a part-time basis is required to work an extension of their regular shift, the employee shall be paid at the applicable rate for the actual hours worked.
- d) Approved overtime received by the payroll department will be paid out in the pay period in which it was worked.
- e) Overtime may accumulate for up to one (1) year and must be cleared by the end of the calendar year.

The balance accumulated may not exceed one hundred (100) hours at any time per calendar year.

Employees will not be required to take time off in lieu of payment for overtime. Employees must specify whether they wish to be paid for overtime or allocate said overtime to the overtime bank when the time entry is completed.

When an employee chooses to access hours in the overtime bank, time off will be scheduled and mutually agreed to with their supervisor. Should an employee be unable to take time in lieu by the end of the calendar year, the overtime bank will be paid out in January.

The employee must specify whether they wish to take payment or time off when the time entry is completed.

- f) Where a part-time employee is called out to work on Saturday or Sunday, they shall be paid at overtime rates.
- g) Employees that have banked overtime hours can access these hours prior to the use of the 3 (three) days per year from their holiday entitlement (Clause VII.4 i)

VI.3 Banking Extra Hours

The Board shall establish a straight-time hours bank. This bank is in addition to the overtime bank. All part-time employees shall be allowed to bank any straight-time extra hours they may work beyond their posted hours. The straight-time hours bank may not exceed eighty (80) hours per calendar year.

The outstanding balance remaining in the Extra Time bank as of December 31 of each year shall be paid out to all employees. The balance in the Extra Time bank will be paid out should an employee not hold a position.

Employees that have banked extra hours can access these hours prior to the use of the 3 (three) days per year from their holiday entitlement (Clause VII.4 i)

VI.4 Call-Outs

Any employee called in to work outside the employee's normal working hours shall be paid a minimum of four (4) hours pay at the applicable rate as provided in Clause VI.2 above. If an employee is called out again within four (4) hours of the first call-out, no further payment will be paid unless actual working time extends beyond the original four (4) hours. Payment will then be made for actual time worked beyond the four (4) hours at the applicable overtime rate.

VI.5 Shift Work (afternoon-nights/Sunday)

- a) In the event any employee is required to work an afternoon shift, the regular half-hour lunch period shall be considered as a portion of the total hours worked. This payment for the half-hour lunch period is recognized in lieu of and a substitute for any other form of remuneration for a shift differential.
- b) Any employee on night shift shall work seven (7) hours, inclusive of a one-half (1/2) hour lunch period, and shall be paid for eight (8) hours.
- c) Sunday afternoon shift workers shall receive an additional fifty cents (\$ 0.50) per hour.
- d) Afternoon and night shift differentials will be available to four (4)-hour appointments or greater, on a pro-rata basis.

VI.6 Additional Time

If during the school year it is required that additional time in excess of one (1) hour per day be granted to a part-time employee, such hours may be granted by seniority provided the employee possesses the required (threshold) qualifications

and the increase does not exceed the total allowable classroom based school hours, on a temporary basis without posting. If these hours are to continue beyond the current school year, the position will be posted prior to the start of the next school year, and shall become the regular hours.

When an E.A. works one-on-one with a Kindergarten student and that student moves to Grade 1, if the E.A. hours are increased, the Board agrees to post the position prior to the start of the student's Grade 1 school year. If the student does not attend school in Grade 1, the Education Assistant will be laid off and will be paid the notice period based on the number of hours the E.A. would have worked if the student had remained in Kindergarten.

Should the Education Assistant hours decrease mid-year due to enrolment changes the provisions in Article IX.8 will apply. Prior to the provisions in Article IX.8 being applied, employees who were provided temporary top-up hours will be reduced based on seniority, with ten (10) days' notice.

VI.7 Change of Scheduled Hours

- a) During school breaks where twelve (12) month employees are normally scheduled to work, the current work practice at each work site will not be changed except with the mutual agreement of the Union, the Board, and a majority of the employees involved.
- b) Part-time twelve (12) month custodial employees may work full-time days during the clean-up period, receive the regular rate of pay as if they had not worked full-time days and bank the extra hours.
- c) The Board agrees that wherever possible, an employee's hours may be adjusted by mutual consent so long as the employee's regular hours' total is not reduced.
- d) Four (4) Day Week: During July and August the work week may be compressed into four (4) days, with no reduction in the employee's normal hours per week, at any worksite, by mutual agreement between the Board and the Union. Such agreement must be sought annually and is subject to the appropriate legal approvals, if required. The request must be submitted in writing to Human Resources by April 30 of each year.

It is agreed that the principle to be followed is that the employee shall not lose or gain in relation to what pay they would receive if they were working the normal five (5) day week.

VI.8 Education Assistant Consultation

Education Assistants who work six (6) hours or less per day and who are required by the teacher for consultation, and who otherwise are unable to meet during their normal working hours for whatever reason may be granted up to one (1) hour per week with pay at the request of the teacher and with the prior approval of the principal in order to meet for consultation at a mutually agreeable time.

VI.9 Minimum Hours

Noon-Hour Supervisors shall be paid for a minimum of one (1) hour for each lunch break they work.

If two (2) employees are employed in a school in capacities other than as noon-hour supervisors (for example, as education assistants) and those two (2) employees share the noon-hour supervision duties, each of them will be paid for one-half (1/2) hour per day for the days upon which they supervise at the lunch break.

VI.10 Minimum Hours for Auxiliary, Clerical, Youth Engagement Worker, Indigenous Support Worker, and Custodial

Auxiliary, Clerical, Youth Engagement Worker, Indigenous Support Worker, and Custodial shall be paid a minimum of two (2) hours at the regular wage if the employee reports for work on any day as regularly scheduled by the Board of School Trustees.

VI.11 Auxiliary Services Hours of Work

The dormitory attendant and assistant dormitory attendants' hours of work shall be eight (8) hours per day in the period of 0700 to 2300 hours. All other full time employees in this department shall work eight (8) consecutive hours between 0700 and 1700 hours.

VI.12 Clerical Hours of Work

Upon ratification, the District will establish baseline allocations for schools based on the following:

Category 1 13 hrs/wk	Category II 17.5 hrs/wk	Category III 28 hrs/wk	Category IV 35 hrs/wk	Category V 94.5 hrs/wk	Category VI 105 hrs/wk
Anahim Lake	Forest Grove	Chilcotin Rd	Cataline	PSO	LCS – Columneetz a
Alexis Creek	Horsefly	Mountview	Nesika		LCS - WL
Dog Creek	Skyline	Horse Lake	100 Mile		
Naghtaneqed	DL	Marie Sharpe			
Lac La Hache		Mile 108			
Likely		150 Mile			
Big Lake					
Tatla Lake					

Upon ratification a fund of thirty-five (35) hours per week shall be established to address emergent or variable situations. Allocation of this fund shall be in consultation between the union and the employer.

Allocations will be made as part of the Spring staffing cycle. Once allocations are set, there will not be reductions in September, unless the position becomes vacant. Any adjustments will be made by October 15.

All regular clerical employees, except Central Dispatch Clerk, shall work a consecutive seven (7) hour day, thirty-five (35) hours per week, between 0800 and 1700, excluding a meal break, except during July and August, when the hours of work shall be between 0600 and 1800.

VI.13 Education Assistant Hours of Work

All Education Assistants shall work no more than a consecutive seven (7) hour per day, thirty-five (35) hours per week, between 0800 and 1700 hours. Education Assistants working 1 on 1 positions vacant for more than one day will be filled on a temporary basis subject to the availability of qualified replacement/applicants. All other Education Assistants positions vacant for more than four days will be filled on a temporary basis subject to the availability of qualified replacement/applicants.

VI.14 Early Childhood Educators Hours of Work

Early Childhood Educators in StrongStart centres, shall have their hours scheduled between 0800 and 2000 hours.

Shifts scheduled beyond 1700 will include fifteen (15) minutes of time, which will be paid as remuneration for a shift differential.

VI.15 Youth Engagement Worker Hours of Work

All Youth Engagement Workers shall work no more than a consecutive seven (7) hour day, thirty-five (35) hours per week, between 0800 and 1700 hours. Youth Engagement Worker positions vacant will be filled on a temporary basis subject to the availability of qualified replacement/applicants.

VI.16 Indigenous Support Workers Hours of Work

All Indigenous Support Workers shall work no more than a consecutive seven (7) hour day, thirty-five (35) hours per week, between the hours of 0800 and 1700. Indigenous Support Worker positions vacant will be filled on a temporary basis subject to the availability of qualified replacement/applicants.

VI.17 Custodial Hours of Work

All regular custodial employees shall work a forty (40) hour work week on five (5) consecutive days as follows:

Day Shift: eight (8) consecutive hours between 0600 and 1800 hours, excluding meal breaks

Modified Day Shift: eight (8) consecutive hours between 1130 and 2000 hours, excluding meal breaks

Afternoon Shift: eight (8) consecutive hours between 1400 and 2400 hours including meal breaks.

Night Shift: seven (7) consecutive hours between 2400 and 0700 hours including meal breaks.

VI.18 Minimum Hours – Custodial Staff Open/Close Schools

Custodial Staff required to open or close schools for any function after school hours will be paid a minimum of two (2) hours pay at the applicable rate per call-out or call-in. If cleaning duties are required, the four (4) hour call-out provisions of Clause VI.4 shall apply.

VI.19 Maintenance Department Hours of Work

All regular maintenance employees shall work a consecutive eight (8) hour day, forty (40) hours per week, between 0600 and 1800, excluding meal break, or between 1400 and 2400, including meal break.

When snow removal is required, any grounds-person who starts work before 0330 will work seven (7) hours and be paid for eight (8). Any grounds-person who starts work after 0330 will be considered as working a day shift and will work eight (8) hours.

VI.20 Transportation Department Hours of Work

All regular transportation employees, except mechanics, shall work an eight (8) hour day, forty (40) hours per week, five (5) consecutive days between 0600 and 1800 hours, excluding meal breaks. Mechanics shall work an eight (8) hour day, forty (40) hours per week, five (5) consecutive days between 0600 and 1800 excluding meal breaks or between 1400 and 2400 hours, including meal breaks.

VI.21 Bus Drivers Regular Posted Run

On regular posted runs, no bus driver will be paid less than four (4) hours per day for a completed day's work

VI.22 Hours of Work – Schedule Change

The Employer will not change the scheduled hours of an employee without mutual consent between the Employer and the Employee. In the event that no resolution is found between the parties, the Union will be notified.

CLAUSE VII - HOLIDAYS

VII.1 Statutory Holidays

- a) Employees shall be entitled to a holiday with pay at their regular rate for each of the Statutory Holidays hereinafter set forth:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, British Columbia Day, Family Day or the days proclaimed under the laws in their stead or other days proclaimed by Provincial or Federal law.

- b) At no time may a Statutory Holiday be exchanged for whatever reason.

VII.2 Holiday Entitlements/Holiday Pay

The following applies to permanent and temporary employees only.

- a) During a calendar year in which an employee has been employed by the Board for less than one (1) year prior to January 1 of the following year, they shall be entitled to a vacation equal to four (4) % of the number of days worked prior to the above-stated January 1, with pay.
- b) Except for a) above, paid holiday entitlements are as follows:

Years of Service in Current Year	12-Mos. Employee Entitlements	10&11 Mos. Entitlements
1 st	10 days	4.0%
2 nd	15 days	6.0%
3 rd	17 days	6.8%
4 th	18 days	7.2%
5 th	19 days	7.6%
6 th	20 days	8.0%
7 th	21 days	8.4%
8 th	22 days	8.8%
9 th	23 days	9.2%
10 th	24 days	9.6%
11 th	25 days	10.0%
12 th	26 days	10.4%
13 th	27 days	10.8%
14 th	28 days	11.2%
15 th	29 days	11.6%
16 th	30 days	12.0%
17 th	31 days	12.4%
18 th	32 days	12.8%
19 th	33 days	13.2%
20 th	34 days	13.6%
21 st	35 days	14.0%
22 nd	36 days	14.4%
23 rd	37 days	14.8%
24 th	38 days	15.2%
25 th	39 days	15.6%
26 th	40 days	16.0%

(The percentages shown above apply to the "year's" total earnings)

Accumulated holiday time will be shown as hours accumulated.

- c) The final cheque for wages issued to an employee whose services are terminated by the employee or the Board will include a holiday pay adjustment, plus or minus, to reflect the current year's entitlement.

- d) Employees whose jobs involve work days of different lengths during the week will receive Statutory Holiday pay equivalent to the average of their normal working days. Casual employees will receive four decimal two (4.2) % of salary on each cheque in lieu of Statutory Holiday pay.

VII.3 Absences That Count Toward Holidays and Seniority:

The following absences with pay shall be considered as days actually worked for determine vacation with pay:

- absence on Workers' Compensation
- absence due to illness up to a period of one (1) year
- absence due to bereavement in accordance with this agreement
- absence due to time served on jury duty in accordance with this agreement
- any other paid leaves of absence
- vacation with pay

VII.4 Holiday Periods

- a) An employee's vacation shall, where practicable, be granted at the time requested, but in all cases, the commencement date must be at the convenience of the Board.
- b) Holiday entitlements are to be taken in at least one-half (1/2) day increments.
- c) Employees who have commenced their annual vacation shall not be called back to work, except for in emergent situations and with the agreement of the employee. When an employee agrees to the call back, the employee's vacation hours will return to their vacation bank and the employee will be paid at two (2) times the regular rate overtime for a minimum of four (4) hours.
- d) Preference in choice of individual employee's vacation dates shall be determined by seniority of service.
- e) Twelve (12) month employees will carry over their full vacation bank to a maximum of ten (10) days to the next year. Ten (10) month employees will carry over their full vacation bank to a maximum of ten (10) days from June to September. Eleven (11) month employees will carry over their full vacation bank to a maximum of ten (10) days from the middle of July to the middle of August. Employees have the option to request full payout of vacation time. The request must be submitted in writing to Payroll by June 1 for ten (10) month employees and June 15 for eleven (11) month employees.
- f) All twelve (12) month custodial staff covered by this agreement shall be allowed to take any holiday entitlement in excess of twenty-five (25) days during the school year.

All twelve (12) month school secretaries covered by this agreement shall be allowed to take any holiday entitlement during the school year.

- g) When an employee is on vacation and a statutory holiday falls within that period, the statutory holiday shall not count as a day of vacation.
- h) Where an employee commences vacation and becomes incapacitated through illness or injury, the period of illness or injury will be charged as sick leave rather than vacation provided that:
 - i) the period of incapacity persists for at least three (3) normal working days, and
 - ii) proof of incapacity is provided
- i) All employees shall be allowed three (3) days per year from their holiday entitlement at any time during the calendar year to conduct personal business. This is in addition to provisions under clause VII.4.f).

VII.5 Holiday Pay Adjustment

All employees other than twelve (12) month employees with accumulated hours in their vacation time-bank may, upon request, receive vacation pay during Christmas, Spring Break, Fall Break, Pro-D days, and/or after school closes in June. All unused vacation entitlement will be paid out by June 30, except the allowed ten (10) day vacation carry-over.

Twelve (12) month employees shall receive holiday pay on extra hours and overtime in January of each year.

CLAUSE VIII - EXPENSES

VIII.1 Travel/Accommodation

- a) When employees are required to work out of town, attend workshops or seminars, expenses will be paid in accordance with Board policy.
- b) Out-of-town accommodation shall be provided for employees. Where possible, such accommodation will be separate and will be either hotel or motel, with bath.
- c) The Board shall pay expenses for toiletry items as approved by the Supervisor for unexpected overnight trips on Board business.
- d) When an employee supplies his own transportation, reimbursement of expenses shall be in accordance with Board policy.

VIII.2 Coveralls/Rubber Clothing/Gloves

- a) The Board shall maintain a reasonable number of coveralls and suits of rubber clothing in the maintenance shop(s) for the use of maintenance employees engaged in abnormally dirty or wet working conditions.

- b) The Board shall pay one hundred (100) % of the cost of a coverall service (provision and laundering scheme) for mechanics, painters, and roofers in School District garages.
- c) Work gloves and properly fitted and appropriate respirator masks will be provided on the agreed basis for those employees requiring them for safety's sake.
- d) If the department manager deems it necessary for an employee to wear safety boots, the board will reimburse the employee up to a maximum of two hundred dollars (\$ 200.00) for CSA approved footwear per year. Effective July 1, 2023 this allowance will increase to two hundred and fifty dollars (\$250.00) per year.
- e) Custodial employees, bus drivers and bus assistants will be provided with a one hundred- and fifty-dollar (\$150.00) clothing/shoe/boot allowance per school year, payable upon submission of a receipt of purchase. Effective July 1, 2024 this allowance will increase to one hundred and eighty dollars (\$180.00) per school year.

VIII.3 Tools

- a) Where an employee supplies their own tools, as prescribed by the Board, the Board shall pay three hundred dollars (\$ 300.00) annual tool replacement fee to the employee.

Where a mechanic supplies their own tools, as prescribed by the Board, the Board shall pay a seven hundred and fifty dollars (750.00) annual tool replacement fee to the employee.

- b) Where the Board requires an employee to supply their own tools, should the employee have any or all of their prescribed tools lost through theft or fire in the course of employment, the Board agrees to replace them at no cost to the employee.

VIII.4 Vehicle Use

- a) Employees who are requested by their supervisor to use their vehicle for board business, excluding the transportation of students, shall be reimbursed mileage according to Board regulations.
- b) When it is a requirement of their job (Youth Engagement Worker or Indigenous Support Worker) for an employee to have a personal vehicle available for the transportation of students, they shall be provided a travel allowance and insurance as per Article VIII.7 c) below. Employees shall keep and submit a monthly travel log in order to be reimbursed. Mileage will be calculated per Board expense voucher mileage chart. When the transportation of students is not a requirement of an employees' job, the refusal to do so shall not result in disciplinary action.

VIII.5 Medicals

The Board shall pay the cost of medical examinations for any employee who is required to have a medical for licences or certificates essential to the performance of their duties.

VIII.6 Hepatitis Injections

To protect against the contraction of Hepatitis, the Board will reimburse the employee for the costs incurred for injections or medications not covered by the provincial medical plan. This clause applies only to those working in a demonstrated at-risk situation as determined by the School District Health and Safety Officer. This treatment is on a voluntary basis.

VIII.7 Private Vehicle Damage

- a) Where an employee's vehicle is damaged or caused to be damaged by a person in the care and custody of the employee working as directed by the Board, or as a direct result of the employee being employed by the Board and there is no negligence by the employee, the Board shall reimburse the employee the cost of any deductible portion of insurance coverage on the vehicle to a maximum of three hundred dollars (\$ 300.00).
- b) The Board will reimburse an employee whose motor vehicle is damaged due to vandalism, subject to the following:
 - i) At the time the vandalism occurs, the employee is in attendance performing the duties directly related to the employee's position.
 - ii) The damage has been reported in writing to the supervisor or principal; and the police not later than the first school day following the vandalism incident.
 - iii) The employee agrees to fully cooperate in efforts to identify, prosecute and/or seek restitution from the individual(s) responsible.
 - iv) The employee is not eligible for compensation for the damage under another fund or insurance policy.
 - v) The damage is repaired within three (3) months.
 - vi) The amount of reimbursement will be the lesser of:
 - the actual repair cost
 - the deductible amount of the employee's insurance to a maximum of three hundred dollars (\$ 300.00)
- c) When an employee is required to use their own vehicle for School District business, the employer shall reimburse an employee the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate

Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations.

CLAUSE IX - POSTINGS, APPOINTMENTS, PROMOTIONS, TRANSFERS, DISCIPLINE, DISMISSALS

All employees, as a condition of employment, are required to comply with the Criminal Records Review Act. If through the application of the Criminal Records Review Act, an employee is found to be unsuitable for unsupervised contact with children, the Board may then terminate the employment of that person immediately.

IX.1 Union Notification

- a) The Union shall be notified of all appointments, hirings, rehiring, lay-offs, retirements, terminations, letters of suspension, and letters of reprimand that affect permanent and temporary employees.
- b) The Union shall be notified of disciplinary action taken against an employee within five (5) days.
- c) The Union will be notified of technological changes which may reduce the workforce and a process is to be agreed upon to resolve conflicts resulting from technology.

IX.2 Vacancies/Postings

- a) The Union will be notified of all vacancies in writing when they occur. Posting will occur as soon as possible, but at least within thirty (30) days of a vacancy. The Union will be notified of the reasons in writing when this does not occur.

A decision will be made within ten (10) working days of the closing date of the posting.
- b) The Board will post all vacancies internally to the District system for three (3) general office working days, and if a suitable applicant is not found, the Board may advertise by other means.
- c) Postings will contain nature and location of position, qualifications and skills required, salary rates and hours of work, and the requirements for weekend work, student transportation, shift work, driver's licence.
- d) No conditions or qualifications will be added to job requirements on postings without prior discussion with the union.
- e) Temporary postings shall occur when vacancies are expected to be more than ninety (90) calendar days. The Board will post a position as permanent if the position is available due to an illness which is longer than three (3) years in duration. The employee who is ill will retain seniority for the purpose of exercising deferred bumping rights should they return to work.

- f) Any new position being filled by a casual employee shall be posted after a period of sixty (60) calendar days.
- g) The Union will receive thirty (30) days' notice of a planned vacancy or change of status of any position due to organizational review. The Board will then advise the Union within a further thirty (30) days of the decision reached.
- h) Unsuccessful candidates who have more seniority than the individual appointed to a position will be advised of the reasons(s) for not obtaining the position within seven (7) days of the appointment, a copy of which will be sent to the Union.
- i) Temporary postings occurring due to illness may be terminated with one (1) weeks' notice. An employee given less than one (1) weeks' notice shall be given payment in lieu of notice.
- j) Employees may request a leave from their permanent position to work in a temporary position if the increase in hours is 10% or more or an improvement in category. This type of leave may only be requested three times during a school year.
- k) Employees who post into a new position shall receive the necessary training and orientation from an out of scope supervisor in compliance with Worksafe BC.

IX.3 New Employees

- a) With the exception of casual employees, it is mutually agreed that all employees are hired on probation. The probationary period of employment shall continue for a period of not more than ninety (90) calendar days.
- b) If, during the probationary period, the employee is absent on leave for more than ten (10) working days, the probationary period will be extended by that number of days.
- c) Extension of probationary periods for a further ninety (90) days, for reasons other than illness, shall be referred to Human Resources for decision.
- d) The employment of probationary employees may be terminated at any time during this period.
- e) An employee assigned to a job according to Clause IX.3 may not apply for another job during the probationary period, unless their assignment constitutes a promotion, an advancement, an increase in hours or a change from temporary to permanent.

(In the above paragraph, "promotion" means an appointment to any position of a supervisory nature; "advancement" means an upward change of job category.)

- f) Student Hiring – Students hired from the School District No. 27 “Youth Work in Trades” program will be hired as a labourer in a temporary position of 480 hours. Students enrolled in this program will not be eligible for seniority or benefit provisions of the collective agreement.

IX.4 Existing Employees - Appointment/Transfer/Promotion/Evaluation/Probation

- a) Probationary, permanent, temporary and casual employees shall be given preference over outside applicants for all job vacancies, provided they have sufficient knowledge, ability, skills, and experience. Seniority rights are not recognized for casual employees.
- b) In filling vacant positions, the employee who has the greatest seniority of those who are applicants for a position will be appointed provided that that employee has the required (threshold) knowledge, ability, skills, trades certification or other qualifications.
- c) If an existing employee is transferred to or is the successful applicant for a similar position in the same category, they will not serve a probationary period.
- d) An employee applying for and appointed to a lesser paying position shall have their salary reduced to level two (2) of the category applied for, provided it is within the same department.
- e) Notwithstanding the provision concerning lay-offs, any permanent or temporary employee who is appointed to a position in a higher category within the same department, or to a position in another department will be on probation for a period of sixty (60) calendar days. If, during this probationary period, the employee is absent on leave for more than ten (10) working days, the probationary period will be extended by that number of days.
- f) In cases of promotion requiring higher qualifications or certification, the Board shall give consideration to employees who do not possess the required formal qualifications but who are preparing for qualifications or are willing to qualify prior to filling a vacancy. Such an employee will be given six (6) months to qualify and revert to their former position if the required qualifications are not met within such time. This may be extended only at the option of the Board.
- g) Within the same department, should the probation wage level be lower than that of the employee's previous wage level, then that employee shall be red circled at the higher wage rate for the duration of the probationary period.
- h) Once existing employees pass a probationary period in a new position, level two (2) pay will be retroactive to the first day in the new position.

- i) In the event the successful applicant proves unsatisfactory, or the position proves unsatisfactory to the applicant during the sixty (60) day probationary period, they shall return to their former position and salary without loss of seniority. The employee shall give thirty (30) days' notice of their desire to revert. The effective date will be the first day worked in this new position.

If a permanent employee is in a new position and probation does not apply, the employee may revert to the position previously held and will give notice to the employer of their intention to do so within thirty (30) days of commencement of the new position.

- j) If and when the Board proposes to offer apprenticeship or upgrading training, the Board agrees to offer that training to the most senior employee interested in such training from the department for which the training is appropriate.
- k) If the required qualifications for an existing position are changed, the incumbent employees shall be provided with training or opportunities for training to obtain those qualifications.
- l) If a permanent employee is working in a temporary position and the hours in the temporary position are reduced, the employee will have the option of accepting the reduction in hours or reverting to their permanent position.
- m) Improvement Plan: The employee will have the right to be represented by the Union during any review meeting throughout this process.

The Improvement Plan is based on the understanding that an employee, given clear direction and support, should be able to improve their performance.

When an employee is not working at a satisfactory level of performance they will be given reasonable time and assistance to improve. This is a remedial process and at no point will be viewed as disciplinary.

- i) An employee may be placed on an Improvement Plan only after an initial meeting has taken place in which the supervisor/manager, the employee and the union representative have reviewed the duties, responsibilities and requirements of the employee's job, identified areas in which improvement are required, and established a course of action.

The employee will be provided with a written copy of the plan. It is understood that amendments may occur during the duration of the plan process.

- ii) At least one (1) month, but no more than three (3) months after this initial meeting, where it is identified that the employee still has an unsatisfactory level of performance and needs improvement, the employee's supervisor/manager will advise the employee in writing at least five (5) business days in advance of the commencement of the process.

- iii) At the first meeting in the formal Improvement Plan process, the supervisor/manager will again review with the employee and union representative and provide in writing the duties, responsibilities and requirements of the employee's job, and identified areas in which improvements are required.

The supervisor/manager, the employee and the union representative will discuss and establish the actions needed and develop an action plan. The action plan will identify the desired outcomes and the process required to achieve them. A written plan will be provided to the employee and the Union.

- iv) The supervisor/manager will keep documentation in the employee's file regarding any discussions concerning the employee's performance while the employee is involved in an Improvement Plan.
- v) The process will include a monthly review for a period of up to six (6) months, during which the employee, union representative, and the manager will jointly review the employee's progress towards meeting outcomes of the action plan and requirements of the job. If at any point, the employee is meeting the objectives of the action plan and requirements of the job on a continuing and consistent basis, this will be stated in writing and jointly signed off, thereby ending the Improvement Plan. If by the end of six (6) months following the start of the Improvement Plan the employee is not meeting the objectives of the action plan and requirements of the job, the following will occur.

The employee will be given notice that within ninety (90) calendar days they must be fully meeting the requirements of the job. Failing that, the employee may be terminated. Employee rights to severance will apply as outlined in III6.(n). There is no right to recall.

- vi) It is understood that this process does not apply to:
An employee whose inability to perform their job is due to a temporary or permanent disability.
- vii) Throughout the Improvement Plan process the manager may consult with the employee's supervisor (or designated supervisor) for feedback on performance.

IX.5 Apprenticeships

- a) The Board will sponsor an Apprenticeship Training Program if possible and deemed by the Board to be appropriate. An apprentice shall be paid in accordance with the scales shown in Schedules "G" and "H" of this agreement. At no time is a permanent position assured at the completion of the apprenticeship program.

- b) When attending government-approved courses connected with the scheme, the apprentices will be paid the difference between their regular salary and the amount paid by Service Canada.

IX.6 Job-Sharing:

- a) Definitions:

Sharer - the incumbent of the permanent full-time position that is shared.

Sharee - the employee who shares the position held by the incumbent.

- b)
 - i) Job-sharing arrangements are limited to permanent full-time twelve or ten month positions.
 - ii) Job-sharing arrangements will not exceed a maximum of one (1) twelve (12) month period, unless approved by Human Resources.
 - iii) Job-sharing arrangements are available to permanent employees only.
 - iv) The sharee may request a leave of absence from their position to accept a job-sharing arrangement. Such leaves of absence shall not be approved beyond one (1) twelve (12) month period.
 - v) The employer agrees not to increase the work load of the position because of the introduction of job-sharing.
 - vi) There will be no reduction of the sharee's full-time position as a consequence of the related job-sharing arrangements.
 - vii) Employee participation in job-sharing arrangements is totally voluntary.

- c) Process:

- i) An employee who wishes to enter into a job-sharing arrangement must have approval of the proposal from their supervisor and Human Resources.
- ii) The time distribution will be mutually determined by the supervisor and the sharer.
- iii) Eligibility for participation in benefit plans may be affected by a reduction in the work assignment. Participants in a job-sharing arrangement are advised to seek the advice of the Human Resources department in this matter.

- iv) The cost of benefits to the Board shall not increase as a result of job-sharing.
 - v) The approved job-sharing proposal will be posted as per the term of Clause IX.2. The position will be clearly identified as a temporary job-sharing arrangement.
 - vi) The sharer and the supervisor will have the opportunity to be involved with the selection process. The sharer will have the option of requesting a cancellation of the staffing process at any point up until the offer of employment is made to the candidate.
 - vii) The distribution of work load of the shared position will be mutually agreed to by the sharer, the sharee and the supervisor.
- d) Termination of job-sharing arrangements:
- i) A job-sharing arrangement may be terminated without a specific period of notice by mutual consent of all parties to the arrangements.
 - ii) At the end of the job-sharing arrangement the shared position will revert back to the incumbent of the position. The sharee will return to their former position.
 - iii) Where the sharer in the job-sharing arrangement resigns or transfers or is the successful applicant for a posted position the job-sharing arrangement will be terminated. The sharee will resume their former position.
 - iv) Where the sharee in the job-sharing arrangement resigns or transfers, the shared position will revert back to the incumbent who may begin the job-sharing process again.
 - v) At the conclusion of the job-share arrangement the sharee will have no bumping rights because of a reduction in hours.
- e) Extensions to job-sharing arrangements: Job-sharing arrangements will be reviewed on an annual basis. Where the job-sharing partners and the supervisor mutually agree that an extension to the job-sharing arrangement is desired, such an extension may be approved by the Employer.

IX. 7 Seniority

Seniority is the length of current service that a permanent or temporary employee has with the Board and shall be accrued on a district-wide basis within the bargaining unit.

- a) Seniority List:

- i) The Board shall maintain a seniority list showing the years of current service, the date upon which each permanent and temporary employee's service commenced, and the department the employee is currently working in. An up-to-date list shall be sent to the financial secretary of the Union and be posted in all departments in January and July of each year.
- b) No seniority rights are recognized during a new employee's probationary period, however, upon satisfactory completion of the probationary period, the employee shall then be entitled to seniority dating from the day on which they entered the service of the Board
- c) Seniority rights are recognized for the first twelve (12) months of approved maternity, paternity, and adoption leaves; any further extension will accumulate no seniority.
- d) Years of Service for seniority purposes will be adjusted for a leave of absence without pay in excess of one (1) month, except for Maternity Leave as per part c) above.
- e)
 - i) If an employee is promoted to an excluded position not covered by this agreement, the employee shall retain their seniority in the position from which they were promoted.
 - ii) An employee joining the bargaining unit after holding an excluded position shall not bump a member of the bargaining unit and shall have the right to apply for vacant positions which have been posted. This shall not prevent a member of the bargaining unit from returning to their former position upon the conclusion of a temporary assignment to an excluded position for sixty (60) days or less. If the temporary assignment is to extend beyond sixty (60) days, the extension will be considered by the Liaison Committee and that Committee will determine whether the temporary assignment may continue.
 - iii) Only the employee's service within the bargaining unit will be considered for length of service.
- f) Permanent and temporary employees who are laid off after less than one (1) year of service shall retain their seniority for a period equal to their months of service.
- g) Permanent and temporary employees who are laid off after one (1) year of service shall retain their seniority for a period of one (1) year.

IX.8 Layoff/Bumping

- a) Except as described in d) below, a layoff shall be defined as one (1) of the following:

- i) a reduction in the number of permanent employees
 - ii) a reduction in the regular hours of work of permanent employees as defined in this agreement.
 - iii) a reduction in the classification of permanent employees.
- b) Increased length of service in the employment of the Board entitles employees to increased security of employment.

In the event of the elimination of a specific position, the individual in that position will be laid off.

In the event of other layoffs, employees within a department at a school or other work site will be laid off. The first to be laid off will be the employee with the least seniority who does not possess the required (threshold) qualifications for the position held. If all of the employees within the department at the school or work site possess the required (threshold) qualifications for the position the first to be laid off will be the employee who has the least seniority.

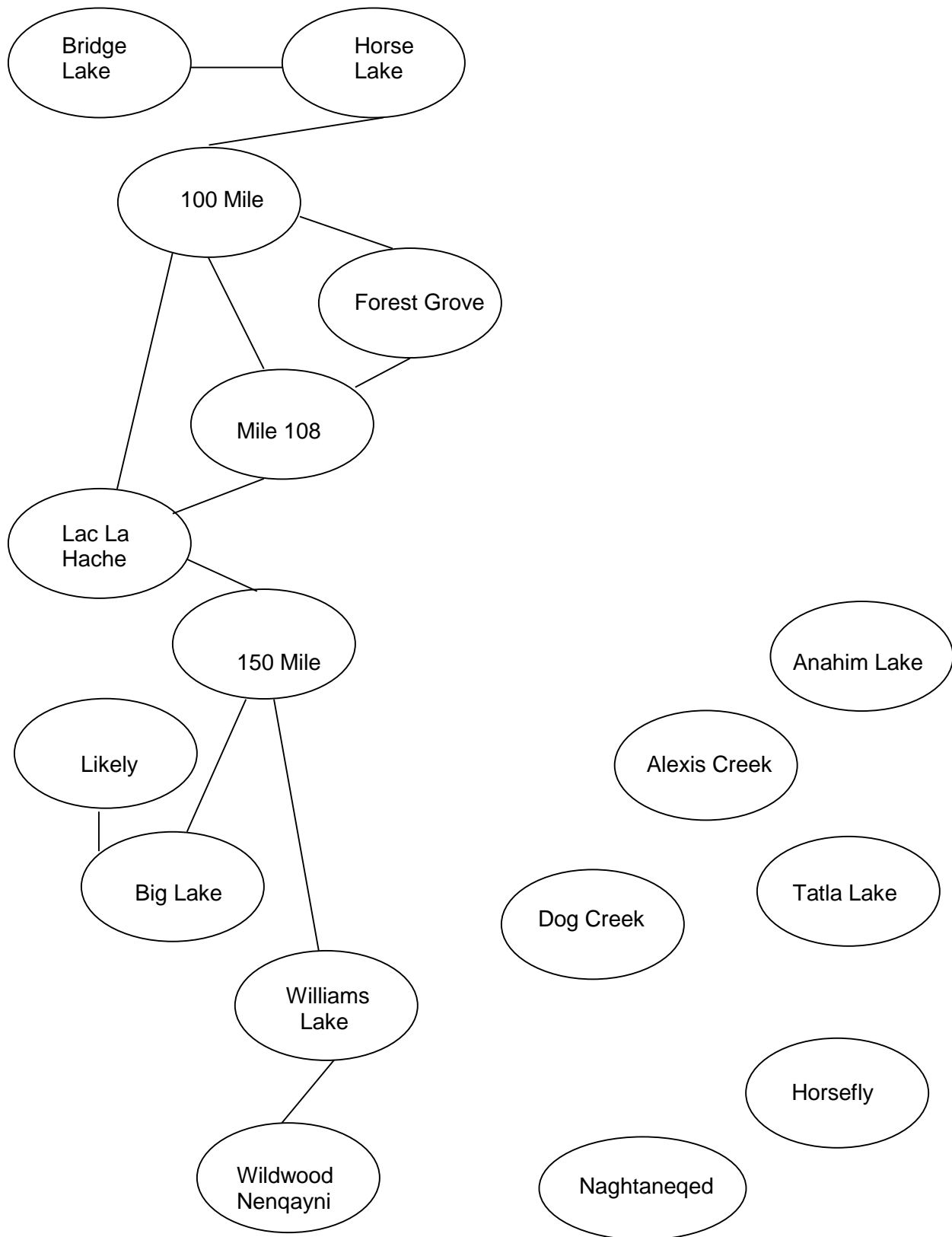
- c) Permanent and temporary employees will receive thirty (30) days' notice of layoff or pay in lieu. For ten-month employees only, the summer break, spring break and Christmas break will not be counted within the thirty days of notice.
- d) In the matter of re-hiring following a lay-off, the employee shall be rehired on the basis of the "last laid off shall be the first re-hired".
- e) Permanent employees laid off or bumped may choose one (1) of the following options:
 - i) Exercise seniority for any position within their department and within their geographic area for which they are qualified. Employees may also choose to exercise their seniority for any job in their department outside their geographic area for which they are qualified. Geographic areas are defined in Appendix A.
 - ii) Should a position as per i) above not be available, then exercise seniority for any position in any department for which they are qualified.
 - iii) A permanent employee having the hours in their position reduced may choose ONE (1) of the following options:
 - 1) Accept the reduction in hours and remain in the position,
 - 2) Exercise seniority in accordance with i) and ii)

- iv) The right to bump shall not include the right to bump up in job category.

APPENDIX "A"

An employee's "geographic area" is defined by reference to this diagram.

Find the employee's location circle. The "geographic area" for that employee is that circle and any other circle(s) to which it is connect by a single line.



- f) An employee must notify the Board of their wish to exercise their seniority, or be placed on the recall list, or accept a reduction in hours or receive severance pay within two (2) days of being notified of being laid off, displaced, or having their hours reduced.
- g) If, during the bumping process and prior to exercising their bumping rights an employee is the successful applicant for a posted position, the employee's current bumping rights are ended.
- h) Deferred bumping rights will be accorded to employees who return to work following an approved Leave of Absence of at least one (1) month's duration and have been laid off or bumped from their position while on Leave of Absence. On return to work the employee will exercise their bumping rights in accordance with clause IX.8 f), and the seniority which will apply will be the seniority that applied on the date the employee was laid off.
- i) If an employee's hours of work are reduced or jobs are lost through attrition or budget restrictions, the employer will inform the affected employee(s) and the supervisor of the reduced expectations for job performance.

IX.9 Recall

- a) The Board will maintain a recall list, in seniority order, for all permanent and temporary employees who are laid off or have their term expire and have not received severance pay.
- b) The Board will hire from the recall list before hiring casuals or anyone from the public provided the employee is qualified.
- c) A laid off employee will remain on the recall list in accordance with Clause IX.7 f) & g) and be eligible to apply for any posted position.
- d) Permanent and temporary employees who are laid off will be entitled to continue their applicable benefit coverage for three (3) months provided they pay the full premium costs.
- e) A laid off employee may elect to receive severance pay in accordance with Clause III.6 l) i & ii) at the time of layoff or at any time while on the recall list and will be removed from the list at that time.
- f) A laid off employee who is not rehired by the end of their recall period will be paid severance pay at that time and will be removed from the list.
- g) Employees who are laid off or have their term expire and choose to receive severance pay will not be put on the recall list and will not be entitled to any benefit coverage.

- h) Employees who are laid off and subsequently attain a temporary position shall, at the end of the term of the temporary position, be deemed to be a new layoff and the period of recall shall begin again.

IX.10 Discipline/Dismissal

- a) The Board shall not discipline or dismiss any employee save and except for just and reasonable cause. Should the Board discipline or dismiss an employee, the employee shall be so informed by letter. The letter shall state the reasons for the discipline or dismissal. A copy of the letter shall be forwarded to the Union.
- b) The Union will be notified of discipline action taken against an employee within five (5) days.
- c) Where a supervisor intends to interview an employee for disciplinary purposes the supervisor will notify the employee in advance of the purpose of the interview in order that the employee may have their Union representative present.
- d) An employee who has successfully completed a probationary period may be dismissed only on the authority of the Board. A supervisor may suspend an employee, but will immediately report such action to Human Resources. Such employee and the Union shall be advised immediately in writing of the reason for the suspension or dismissal.
- e) At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention at least three (3) working days prior to the arbitration hearing.

IX.11 Personnel Files

- a) There shall be access to an individual's personnel files during regular office hour at a time mutually agreed upon by the employee and the Human Resources Office. There will not be an unreasonable delay in granting access to the file.
- b) The District Office file of an employee shall be the only file relied upon by the Board. The Board agrees that only material verified by due process, including formal evaluation reports, and relevant to the employment of the employee shall be maintained in the district file.
- c) Employees may attach a rebuttal to any information in their file. Where material critical of the employee is placed in the file, the employee may request to have the material removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed. Such requests will not be unreasonably denied.

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 27
(CARIBOO-CHILCOTIN)**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 959**

Chris van der Mark
Superintendent of Schools

Susan Sim
President

Taryn Aumond
Director of Human Resources

Colin Kennedy
Vice-President

Carly Van Soest
Human Resources Generalist

Dawn Jorgensen

Linda Martens
Trustee

Rob Shields

Kevin McLennan
Principal

Lise Labelle

ALL PAY SCHEDULES:

1. Level one (1) represents the rate payable to employees during their probationary period.
Upon satisfactory completion of the probationary period, they will progress to level two (2)
2. Casual employees may accumulate hours equivalent to three (3) months' continuous service for service with less than a one (1) year break in order to progress to level two (2).
3. Employees will normally have their work scheduled from Monday to Friday with the exception of the Central Dispatch Clerk and any other employees that are scheduled to work on Saturday or Sunday as of June 16, 1998.

PAY SCHEDULES:

Schedule "A"	Pay Equity Adjusted Rate		\$.25 and 3.24% GWI		Pay Equity Adjusted Rate		5.5% GWI, plus COLA*		Pay Equity Adjusted Rate		2% GWI, plus COLA*		Pay Equity Adjusted Rate	
	1-Jul-21	1-Jul-21	1-Jul-22	1-Jul-22	1-Jul-23	1-Jul-23	1-Jul-24	1-Jul-24	1-Jul-25	1-Jul-25	1-Jul-26	1-Jul-26	1-Jul-27	1-Jul-27
Auxiliary Services														
Category I Kitchen Utility	Level 1	\$19.34	\$21.70	\$20.22	\$22.66	\$21.58	\$24.19	\$22.01	\$24.67					
	Level 2	\$21.56	\$24.08	\$22.52	\$25.12	\$24.04	\$26.82	\$24.52	\$27.36					
Category II Cook Utility	Level 1	\$20.43	\$23.46	\$21.35	\$24.48	\$22.79	\$26.13	\$23.25	\$26.65					
	Level 2	\$22.66	\$26.06	\$23.65	\$27.16	\$25.25	\$28.99	\$25.76	\$29.57					
Category III Head Cook	Level 1	\$21.51	\$24.97	\$22.47	\$26.04	\$23.99	\$27.80	\$24.47	\$28.36					
	Level 2	\$23.78	\$27.71	\$24.81	\$28.87	\$26.48	\$30.82	\$27.01	\$31.44					
Category IV Second Dorm Assistant	Level 1	\$20.64	\$26.05	\$21.57	\$27.15	\$23.02	\$28.98	\$23.49	\$29.56					
	Level 2	\$22.94	\$28.95	\$23.94	\$30.15	\$25.56	\$32.19	\$26.07	\$32.83					
Category V First Dorm Assistant	Level 1	\$23.29	\$27.34	\$24.30	\$28.48	\$25.94	\$30.40	\$26.46	\$31.01					
	Level 2	\$25.86	\$30.35	\$26.96	\$31.59	\$28.78	\$33.72	\$29.36	\$34.39					
Category VI Cafeteria Coordinator	Level 1	\$25.55		\$26.64		\$28.44		\$29.01						
	Level 2	\$28.40		\$29.58		\$31.58		\$32.21						
Category VII Dorm Attendant	Level 1	\$26.30	\$28.72	\$27.41	\$29.91	\$29.26	\$31.93	\$29.85	\$32.57					
	Level 2	\$28.77	\$31.90	\$29.96	\$33.19	\$31.98	\$35.43	\$32.62	\$36.14					

Schedule "B"		Pay Equity Adjusted Rate	\$.25 and 3.24% GWI	Pay Equity Adjusted Rate	5.5% GWI, plus COLA*	Pay Equity Adjusted Rate	2% GWI, plus COLA*	Pay Equity Adjusted Rate	
Clerical Department		1-Jul-21	1-Jul-21	1-Jul-22	1-Jul-22	1-Jul-23	1-Jul-23	1-Jul-24	1-Jul-24
Category I									
Library Aide, Clerk	Level 1	\$20.59	\$22.20	\$21.52	\$23.18	\$22.97	\$24.74	\$23.43	\$25.23
	Level 2	\$23.08	\$24.65	\$24.09	\$25.71	\$25.72	\$27.45	\$26.23	\$28.00
Category II									
Clerk	Level 1	\$21.28	\$25.47	\$22.23	\$26.55	\$23.73	\$28.34	\$24.20	\$28.91
Receptionist	Level 2	\$23.82	\$28.31	\$24.85	\$29.49	\$26.53	\$31.48	\$27.06	\$32.11
Assistant Bus Dispatcher	Level 1	\$21.28		\$22.23		\$23.73		\$24.20	
	Level 2	\$23.82		\$24.85		\$26.53		\$27.06	
Category III									
Resource Centre Secretary	Level 1	\$22.49	\$23.93	\$23.48	\$24.96	\$25.06	\$26.64	\$25.56	\$27.17
	Level 2	\$25.05	\$26.57	\$26.12	\$27.69	\$27.88	\$29.56	\$28.44	\$30.15
Support Services Secretary	Level 1	\$22.49	\$24.44	\$23.48	\$25.49	\$25.06	\$27.21	\$25.56	\$27.75
	Level 2	\$25.05	\$27.15	\$26.12	\$28.29	\$27.88	\$30.20	\$28.44	\$30.80
Rural Elementary School Secretary	Level 1	\$22.49	\$24.97	\$23.48	\$26.04	\$25.06	\$27.80	\$25.56	\$28.36
Accounting Clerk II – Operations	Level 2	\$25.05	\$27.71	\$26.12	\$28.87	\$27.88	\$30.82	\$28.44	\$31.44
Community Work Experience/Skills Central Dispatch Clerk	Level 1	\$22.49	\$24.97	\$23.48	\$26.04	\$25.06	\$27.80	\$25.56	\$28.36
Accounting Clerk II – Payroll	Level 2	\$25.05	\$28.31	\$26.12	\$29.49	\$27.88	\$31.48	\$28.44	\$32.11
Receptionist - Secondary School									

Schedule "B" Continued		Pay Equity Adjusted Rate	\$.25 and 3.24% GWI	Pay Equity Adjusted Rate	5.5% GWI, plus COLA*	Pay Equity Adjusted Rate	2% GWI, plus COLA *	Pay Equity Adjusted Rate	
Clerical Department		1-Jul- 21	1-Jul-21	1-Jul-22	1-Jul-22	1-Jul-23	1-Jul-23	1-Jul- 24	1-Jul- 24
Category III (continued)									
Accounting - Sec. School Elementary School Secretary Rural Sec. School Secretary School Records Secondary Secretary Accounting Clerk II – A/P Schools & Cap/Op Ed. Division Secretary HR Clerk	Level 1	\$22.49	\$26.05	\$23.48	\$27.15	\$25.06	\$28.98	\$25.56	\$29.56
	Level 2	\$25.05	\$28.95	\$26.12	\$30.15	\$27.88	\$32.19	\$28.44	\$32.83
Category IV									
Accounting Clerk III – Ops	Level 1	\$23.72	\$26.05	\$24.75	\$27.15	\$26.42	\$28.98	\$26.95	\$29.56
	Level 2	\$26.37	\$28.95	\$27.48	\$30.15	\$29.33	\$32.19	\$29.92	\$32.83
Division Head Secretary	Level 1	\$23.72	\$26.68	\$24.75	\$27.80	\$26.42	\$29.68	\$26.95	\$30.27
	Level 2	\$26.37	\$29.65	\$27.48	\$30.87	\$29.33	\$32.95	\$29.92	\$33.61
Rural Secondary Library Technician	Level 1	\$23.72	\$25.47	\$24.75	\$26.55	\$26.42	\$28.34	\$26.95	\$28.91
	Level 2	\$26.37	\$28.31	\$27.48	\$29.49	\$29.33	\$31.48	\$29.92	\$32.11
Category V									
Payroll Administrator	Level 1	\$28.55	\$28.72	\$29.73	\$29.91	\$31.74	\$31.93	\$32.37	\$32.57
	Level 2	\$31.15	\$31.90	\$32.42	\$33.19	\$34.61	\$35.43	\$35.30	\$36.14
Category VI									
Assistant Accountant	Level 1	\$32.72		\$34.04		\$36.34		\$37.07	
	Level 2	\$35.66		\$37.07		\$39.57		\$40.36	

Schedule “C”			Pay Equity Adjusted Rate	\$.25 and 3.24% GWI	Pay Equity Adjusted Rate	5.5% GWI, plus COLA*	Pay Equity Adjusted Rate	2% GWI, plus COLA*	Pay Equity Adjusted Rate
Education Assistant Dept.		1-Jul-21	1-Jul-21	1-Jul-22	1-Jul-22	1-Jul-23	1-Jul-23	1-Jul-24	1-Jul-24
Category I									
Education Assistant I	Level 1	\$20.59	\$23.93	\$21.52	\$24.96	\$22.97	\$26.64	\$23.43	\$27.17
	Level 2	\$23.08	\$26.57	\$24.09	\$27.69	\$25.72	\$29.56	\$26.23	\$30.15
Category II									
Education Assistant II	Level 1	\$21.28	\$25.47	\$22.23	\$26.55	\$23.73	\$28.34	\$24.20	\$28.91
Certified Early Childhood Educator	Level 2	\$23.82	\$28.31	\$24.85	\$29.49	\$26.53	\$31.48	\$27.06	\$32.11
Schedule “D”			Pay Equity Adjusted Rate	\$.25 and 3.24% GWI	Pay Equity Adjusted Rate	5.5% GWI, plus COLA*	Pay Equity Adjusted Rate	2% GWI, plus COLA*	Pay Equity Adjusted Rate
Youth Engagement Worker Dept.		1-Jul-21	1-Jul-21	1-Jul-22	1-Jul-22	1-Jul-23	1-Jul-23	1-Jul-24	1-Jul-24
Youth Engagement Worker	Level 1	\$21.28	\$26.68	\$22.23	\$27.80	\$23.73	\$29.68	\$24.20	\$30.27
	Level 2	\$23.82	\$29.65	\$24.85	\$30.87	\$26.53	\$32.95	\$27.06	\$33.61
Schedule “E”			Pay Equity Adjusted Rate	\$.25 and 3.24% GWI	Pay Equity Adjusted Rate	5.5% GWI, plus COLA*	Pay Equity Adjusted Rate	2% GWI, plus COLA*	Pay Equity Adjusted Rate
Indigenous Support Worker Department		1-Jul-21	1-Jul-21	1-Jul-22	1-Jul-22	1-Jul-23	1-Jul-23	1-Jul-24	1-Jul-24
Category I									
Indigenous Support Worker	Level 1	\$21.28	\$25.47	\$22.23	\$26.55	\$23.73	\$28.34	\$24.20	\$28.91
	Level 2	\$23.82	\$28.31	\$24.85	\$29.49	\$26.53	\$31.48	\$27.06	\$32.11

Schedule "F"			\$.25 and 3.24 % GWI	5.5% GWI, plus COLA*	2% GWI, plus COLA*
	Custodial Department		1-Jul-21	1-Jul-22	1-Jul-23
Category I					
Janitor	Level 1	\$21.85	\$22.82	\$24.36	\$24.85
	Level 2	\$24.24	\$25.28	\$26.99	\$27.53
Category II					
Senior Janitor	Level 1	\$22.81	\$23.81	\$25.42	\$25.93
Custodian III – 15,500 or less	Level 2	\$25.16	\$26.23	\$28.00	\$28.56
Category III					
Custodian II – 15,501 – 40,000	Level 1	\$23.33	\$24.34	\$25.98	\$26.50
Utility/Rural Delivery	Level 2	\$25.76	\$26.85	\$28.66	\$29.23
Category IV					
Custodian I – 40,001 or more	Level 1	\$23.74	\$24.77	\$26.44	\$26.97
	Level 2	\$26.10	\$27.20	\$29.04	\$29.62

When a replacement is requested by the Board to fill any vacancy, and there is no casual replacement available, the absent employee's hours may be distributed and offered to other department employees within the school or worksite. Any hours distributed in this manner shall be paid at the applicable rate, and shall not increase the total custodial costs for the school or worksite.

Schedule "G"			Apprentice Sponsor/ Trade Adjustment	\$.25 and 3.24% GWI	Apprentice Sponsor/ Trade Adjustment	5.5% GWI, plus COLA*	Apprentice Sponsor/ Trade Adjustment	2% GWI, plus COLA*	Apprentice Sponsor/ Trade Adjustment
Maintenance Department		1-Jul-21	1-Jul-21	1-Jul-22	1-Jul-22	1-Jul-23	1-Jul-23	1-Jul-24	1-Jul-24
Category I									
Labourer	Level 1	\$21.74		\$22.70		\$24.23		\$24.71	
	Level 2	\$24.09		\$25.13		\$26.83		\$27.37	
Category II									
Semi-Skilled Tradesperson	Level 1	\$24.12		\$25.16		\$26.86		\$27.40	
	Level 2	\$26.53		\$27.65		\$29.52		\$30.11	
Category III									
Storeperson Tradesperson	Level 1	\$26.30		\$27.41		\$29.26		\$29.85	
	Level 2	\$28.77		\$29.96		\$31.98		\$32.62	
Category IV									
IT Field Technologist (L1)	Level 1	\$26.30		\$27.41		\$29.26		\$29.85	
	Level 2	\$28.77		\$29.96		\$31.98		\$32.62	
IT Trades	Level 1	\$28.55		\$29.73		\$31.74		\$32.37	
	Level 2	\$31.15		\$32.42		\$34.61		\$35.30	
Infrastructure Systems Administrator	Level 1	\$30.78		\$32.04		\$34.20		\$34.88	
	Level 2	\$33.34		\$34.68		\$37.02		\$37.76	
Certified Tradesperson	Level 1	\$30.78	\$31.14	\$32.55	\$32.92	\$34.75	\$35.14	\$35.45	\$35.84
	Level 2	\$33.34	\$33.73	\$35.19	\$35.60	\$37.57	\$38.00	\$38.32	\$38.76
There is a separate category for apprentices which contains four annual levels.									
Apprentice									
	Level 1	\$21.74		\$22.70		\$24.23		\$24.71	
	Level 2	\$23.26		\$24.27		\$25.91		\$26.43	
	Level 3	\$25.78		\$26.87		\$28.68		\$29.25	
	Level 4	\$27.98		\$29.14		\$31.11		\$31.73	

Effective July 1, 2022, all tradespersons hired into a Certified Journeyman position, holding a journeyman certification will be eligible for a fifty-cent per hour (\$.50) increase on top of their current salary grid.

Schedule "H"		Apprenti ce Sponsor / Trade Adjustm ent	\$.25 and 3.24% GWI	Apprenti ce Sponsor/ Trade Adjustm ent	5.5% GWI, plus COLA*	Apprenti ce Sponsor/ Trade Adjustm ent	2% GWI, plus COLA*	Apprenti ce Sponsor/ Trade Adjustm ent	
Transportation Department		1-Jul-21	1-Jul-21	1-Jul-22	1-Jul-22	1-Jul-23	1-Jul-23	1-Jul-24	1-Jul-24
Category I									
Mechanic	Level 1	\$21.74		\$22.70		\$24.23		\$24.71	
Helper	Level 2	\$24.09		\$25.13		\$26.83		\$27.37	
Bus Assistant	Level 1	\$21.74		\$22.70		\$24.23		\$24.71	
	Level 2	\$24.09		\$25.13		\$26.83		\$27.37	
Category II									
Bus Driver	Level 1	\$25.86		\$26.96		\$28.78		\$29.36	
	Level 2	\$28.34		\$29.52		\$31.51		\$32.14	
Category III									
Mechanic	Level 1	\$26.30		\$27.41		\$29.26		\$29.85	
	Level 2	\$28.77		\$29.96		\$31.98		\$32.62	
Category IV									
Bus Dispatcher	Level 1	\$27.21		\$28.35		\$30.26		\$30.87	
	Level 2	\$29.73		\$30.95		\$33.04		\$33.70	
Category V									
Certified Mechanic	Level 1	\$30.78	\$31.14	\$32.55	\$32.92	\$34.75	\$35.14	\$35.45	\$35.84
	Level 2	\$33.34	\$33.73	\$35.19	\$35.60	\$37.57	\$38.00	\$38.32	\$38.76
		There is a separate category for apprentices which contains four annual levels.							
Apprentice									
	Level 1	\$21.74		\$22.70		\$24.23		\$24.71	
	Level 2	\$23.26		\$24.27		\$25.91		\$26.43	
	Level 3	\$25.78		\$26.87		\$28.68		\$29.25	
	Level 4	\$27.98		\$29.14		\$31.11		\$31.73	

Schedule "I"	Pay Equity Adjusted Rate		\$.25 and 3.24% GWI	Pay Equity Adjusted Rate	5.5% GWI, plus COLA*	Pay Equity Adjusted Rate	2% GWI, plus COLA*	Pay Equity Adjusted Rate
	1-Jul-21	1-Jul-21	1-Jul-22	1-Jul-22	1-Jul-23	1-Jul-23	1-Jul-24	1-Jul-24
Community Health & Support Workers Department								
Category I								
Health Promoting School Facilitator	Level 1	\$22.81	\$23.81		\$25.42		\$25.93	
	Level 2	\$25.16	\$26.23		\$28.00		\$28.56	
Communities That Care Facilitator	Level 1	\$26.05	\$27.15		\$28.98		\$29.56	
	Level 2	\$28.95	\$30.15		\$32.19		\$32.83	

LETTER OF UNDERSTANDING

June 16, 1998

This letter serves as a "Letter of Understanding" in addition to the Collective Agreement between the Board of School Trustees of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

BUS DRIVERS

Bus Drivers employed by the School District to transport students on field and athletic trips shall be paid as follows:

1. Departure Day - Straight time at the applicable rate for the hours of driving on the field and athletic trip. Overtime rates shall apply for any hours driving in excess of eight (8) hours on the field and athletic trip.
2. Layover Days - For every full day away from home the driver shall be paid a minimum of eight (8) hours. If the driver is required to drive for a "short callout" on the layover day, they shall be credited a minimum of two (2) hours. If the "short callouts" accumulate to more than eight (8) hours that day, overtime rates shall apply.
3. Return Day - Return Day refers to the day following a night spent away from home. The driver shall be paid for a minimum of eight (8) hours on the return day of a two (2) day trip. On trips of three (3) days or more the driver shall be paid straight time at the applicable rate for the hours of driving on the return trip. Overtime rates shall apply for any hours driven in excess of eight (8) hours. If the driver is required to drive for a "short callout", they shall be credited a minimum of two (2) hours. This "short callout" credit is in addition to the hours paid for the return day trip.
4. If, at any time, driving exceeds past midnight, this shall be deemed an extension of the previous day.
5. Bus drivers shall be paid expenses in accordance with Board Policy and Regulations.

Original signed by Leo Bacon
Leo Bacon
Secretary-Treasurer

Original signed by Grant MacLeod
Grant MacLeod
President, IUOE Local 959

Dated this _____ day of _____, 2022

Taryn Aumond
Director of Human Resources

Susan Sim
President, IUOE Local 959

LETTER OF UNDERSTANDING

May 31, 2006

This letter serves as a "Letter of Understanding" in addition to the Collective Agreement between the Board of School Trustees of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

PAY EQUITY ADJUSTED RATES

The School District will establish a pay schedule showing the rates of pay as negotiated in the collective agreement and a schedule of Pay Equity Adjusted rates for those positions identified in the pay equity plan as receiving pay equity adjustments.

Employees whose rate of pay shows a Pay Equity Adjustment will receive the adjusted rate until pay equity has been achieved.

If the pay equity funding ceases, the employees will revert to negotiated rates of pay of the current collective agreement.

Original signed by Leo Bacon
Leo Bacon
Secretary-Treasurer

Original signed by Grant MacLeod
Grant MacLeod
President, IUOE Local 959

Dated this _____ day of _____, 2022

Taryn Aumond
Director of Human Resources

Susan Sim
President, IUOE Local 959

LETTER OF UNDERSTANDING

January 22, 2009

This letter serves as a “Letter of Understanding” in addition to the Collective Agreement between The Board of Education of School District No.27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

MODIFIED WORK WEEK – NAGHTANEQED SCHOOL

Nothing in this collective agreement will prevent the support staff who work at Naghtaneqed School from working their appointed hours on a four-day week schedule if such a schedule is approved by the Principal.

Overtime:

When appointed hours are worked over a four (4)-day week schedule, overtime will be paid in accordance with VI.2, only if the hours worked exceed eight and three quarters (8.75) on any one (1) day for a thirty-five (35) hour/week position or ten (10) hours on any day for a forty (40) hour/week position.

Adjustments for Statutory Holidays and Professional Development Days:

Any adjustments required for statutory holidays and/or professional development days will be made on the basis of a five (5)-day schedule, one-fifth (1/5th) of the weekly working hours.

Other adjustments to pay or working hours, if required, will be made in accordance with the principles implied in the paragraphs above.

Original signed by Bonnie Roller
Bonnie Roller
Secretary-Treasurer

Original signed by Grant MacLeod
Grant MacLeod
President, IUOE Local 959

Dated this _____ day of _____, 2022

Taryn Aumond
Director of Human Resources

Susan Sim
President IUOE Local 959

LETTER OF UNDERSTANDING

March 8, 2011

This letter serves as a “Letter of Understanding” in addition to the Collective Agreement between The Board of Education of School District No.27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

STATUTORY HOLIDAY PAY

All employees, except Casual employees, will be paid one-fifth (1/5) of their weekly assignment for each Statutory Holiday that falls within their appointed time.

For ten (10) month employees this means all Statutory Holidays that fall between September 1 and June 30 of each year, even if the employee does not start work until the first day of school. New Ten (10) month employees hired after the school year begins will be paid for Statutory Holidays that Fall between their first day of work and June 30.

For employees working at Glendale School operating on the Alternate School Year Calendar:

All employees, except Casual employees, will be paid for each Statutory Holiday that falls between September 1, and July 31 of each year, even if the employee does not start work until the first day of school. New ten (10) month employees hired after the school year begins will be paid for Statutory Holidays that fall between their first day of work and July 31.

Casual employees will receive four decimal 2 (4.2)% of salary on each cheque in lieu of Statutory Holiday pay. (This is already in CA – Clause VII.2 d)

Original signed by Bonnie Roller
Bonnie Roller
Secretary-Treasurer

Original signed by Grant MacLeod
Grant MacLeod
President, IUOE Local 959

Dated this _____ day of _____, 2022

Taryn Aumond
Director of Human Resources

Susan Sim
President IUOE Local 959

LETTER OF UNDERSTANDING

May 8, 2012

This letter serves as a "Letter of Understanding" in addition to The Collective Agreement between The Board of Education of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

MODIFIED WORK WEEK – DOG CREEK ELEMENTARY/JUNIOR SECONDARY SCHOOL

Nothing in this collective agreement will prevent the support staff who work at Dog Creek Elementary/Junior Secondary School from working their appointed hours on a four (4) day week schedule if such a schedule is approved by the Principal.

Overtime:

When appointed hours are worked over a four (4) day week schedule, overtime will be paid in accordance with VI.2 only if the hours worked exceed eight and three quarter hours on any one (1) day for a thirty-five (35) hour/week position or ten (10) hours on any day for a forty (40) hour/week position.

Adjustment for Statutory Holidays and professional Development Days:

Any adjustments required for statutory holidays and/or professional development days will be made on the basis of a five (5) day schedule, one-fifth (1/5th) of the weekly working hours.

Other adjustments to pay or working hours, if required, will be made in accordance with the principles implied in the paragraphs above.

Original signed by Bonnie Roller
Bonnie Roller
Secretary-Treasurer

Original signed by Grant MacLeod
Grant MacLeod
President, IUOE Local 959

Dated this _____ day of _____, 2022

Taryn Aumond
Director of Human Resources

Susan Sim
President IUOE Local 959

LETTER OF UNDERSTANDING

NOVEMBER 17, 2015

This letter serves as a “Letter of Understanding” in addition to the Collective Agreement between the Board of Education of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

This Letter will nullify item 6 of the “Letter of Understanding” date June 16, 1998 “BUS DRIVERS” which states “Dormitory Run (to Anahim Lake) – bus Drivers shall be paid eight (8) hours straight time for each day of the dormitory run”.

HOME STAY BUS RUN

The Home Stay Bus Run, designated to transport home stay students to/from Williams Lake to the outlying rural areas, as far as Anahim Lake shall operate as follows:

1. The Home Stay Bus Run will not be a posted run.
2. Bus Drivers from the geographic area of Williams Lake and Tatla Lake will put their names forward for consideration for the Home Stay Bus Run, which will then be assigned by the Assistant Manager of Transportation and Facilities or their designate.
3. For bus drivers that hold posted positions, they will perform their regular morning run and will request a leave of absence, if required for their afternoon runs (including shuttle runs).
4. Bus drivers in posted positions originating in Williams Lake, shall be paid for their morning run at straight time, and will be paid at straight time up to eight (8) hours worked for the Home Stay Bus Run on Friday. Hours worked in excess of eight (8) hours will be paid at time and a half (1.5) for the first two hours. Any hours worked in excess of ten (10) hours will be paid at double (2.0) time. All benefits and pensionable service will be covered by the School District based on the bus driver’s posted run.
5. For the bus run originating in Williams Lake, bus drivers in a posted position shall be paid seven (7) hours at straight time for hours worked on the Sunday or the return run (if different).
6. Bus drivers in posted positions originating in Tatla Lake, shall be paid for their morning and afternoon run at straight time, and will be paid at straight time hours for up to eight (8) hours worked for the Home Stay Bus Run on Friday. Any hours worked in excess of eight (8) hours will be paid at time and a half

(1.5) for the first two hours. All benefits and pensionable service will be covered by the School District based on the bus driver's posted run.

7. For the bus run originating in Tatla Lake, bus drivers in a posted position shall be paid three and a half (3.5) hours at straight time for yours worked on the Sunday or return run (if different).
8. Casual bus drivers that perform the Home Stay Bus Run, originating in Williams Lake or Tatla Lake will be paid at straight time hours up to eight (8) hours worked. Any hours worked in excess of eight (8) hours will be paid at time and a half (1.5) up to twelve hours. Any hours worked in excess of twelve (12) hours will be paid at double time (2.0). Casual bus drivers will be paid 4% in lieu of vacation and 4.2% in lieu of benefits.
9. Typically the bus run originating from Williams Lake will be seven (7) hours on Friday and Sunday and the bus run originating from Tatla Lake will be three and a half (3.5) hours on Friday and Sunday.
10. If there is inclement weather, arrangements will be made for the Bus Driver to stay overnight in Tatla Lake. Meal Expenses will be reimbursed, as per District Policy. The decision will be made by the Bus Driver, after discussion with their Supervisor or designate.

Original signed by Kevin Futcher
Kevin Futcher
Secretary Treasurer

Original signed by Alice Tresierra
Alice Tresierra
President, IUOE Local 959

Dated this _____ day of _____, 2022

Taryn Aumond
Director of Human Resources

Susan Sim
President IUOE Local 959

LETTER OF UNDERSTANDING

February 7, 2017

This letter serves as a “Letter of Understanding” in addition to the Collective Agreement between the Board of Education of School District No. 27 (Cariboo-Chilcotin) and the International Union of Operating Engineers, Local 959.

Custodial Replacement

This letter of understanding will modify the effect of the arbitration award dated on January 4, 2008 from the date of signing for the term of the Collective Agreement, ending on June 30, 2022.

The terms of the agreement are as follows:

1.) The following rural schools will continue to operate as contemplated under the dated arbitration award:

- Likely Elementary
- Big Lake Elementary
- Horsefly Elementary/Junior Secondary
- Alexis Creek Elementary/Junior Secondary
- Naghtaneqed Elementary/Junior Secondary
- Tatla Lake Elementary/Junior Secondary
- Anahim Lake Elementary/Junior Secondary
- Bridge Lake Elementary
- Dog Creek Elementary/Junior Secondary

2.) The following positions will be posted on a permanent 12 month basis.

- An eight (8) hour position for Williams Lake - anticipated hours of work 11:00 am to 7:30 pm.
- A six (6) hour position for 100 Mile House – anticipated hours of work 11:00 am to 5:30 pm.

3.) A custodian may be called in for a 7:00 am start to open schools, in which case their hours will be 7:00 am to 3:30 pm or 7:00 am to 1:30 pm, dependent on location (Williams Lake or 100 Mile House).

4.) Custodial replacements may work in more than one school on a shift to ensure basic cleaning is completed. Basic cleaning is referred to in Appendix “A” priority list.

- 5.) If custodial replacements are dispatched to more than one worksite on a given day, they will be reimbursed for mileage between each worksite, as per Board Policy and will be compensated for vehicle insurance per Clause VIII.7(c).
- 6.) If there are no custodial call outs on a given day, the custodian will report to Lake City Secondary School if assigned in Williams Lake or to Peter Skeene Ogden Secondary School if assigned to 100 Mile House, or as otherwise directed by the Manager of Facilities and Transportation or their designate.

Original signed by Kevin Futcher
Kevin Futcher
Secretary Treasurer

Original signed by Alice Tresierra
Alice Tresierra
IUOE President, Local 959

Dated this _____ day of _____, 2022

Taryn Aumond
Director of Human Resources

Susan Sim
President IUOE Local 959

APPENDIX “A”

Custodial Priority List

Basic cleaning at each school is to be completed based on the priority list below. At each location it is mandatory that the security of the building is checked and all lights checked and turned off if required.

Priority Cleaning List

1. Garbage/Washrooms/Snow Removal & Sanding (if required)
2. Sweep Floor (main entrance & main hallways) and stairs
3. Doors/Sinks/Desks

Should the above cleaning be completed as identified, the position would continue with regular cleaning as per the Janitor job description.

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

BC Public School Employers' Association

"Paul Simpson"

"Leanne Bowes"

"Justin Schmid"

"Bruce Anderson"

"Kirsten Daub"

"Alan Chell"

"Jeff Virtanen"

"Kyle Uno"

"Gray Boisvert"

"Tammy Sowinsky"

"Tammy Carter"

"Rae Yu"

"Michelle Bennett"

"Richard Per"

"Patti Pocha"

"Ken Dawson"

"Denise Bullock"

"Nancy Brennan"

"David Bollen"

"Eric Harvey"

"Monica Brady"

"Alex Dounce"

"Warren Williams"

"Tim DeVivo"

"Jane Massy"

"Amber Leonard"

"Jason Franklin"

"Christina Forsyth"

"Tammy Murphy"

"Jeannette Beauvillier"

"Daun Frederickson"

"Tracey O'Hara"

"Katarina DiSimo"

Provincial Framework Agreement - Appendix A

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

Re: Employee Support Grant (ESG) after June 30, 2022

This Employee Support Grant (ESG) establishes a process under which employees covered by 2022 – 2025 collective agreements between Boards of Education and the Unions shall be entitled to recover wages lost as a result of legal strike activity by the BC Teachers’ Federation (“BCTF”) or lockout by BCPSEA after June 30, 2022.

1. The ESG will be available provided that:
 - a. A board and local union have a collective agreement which has been ratified by both parties no later than January 25, 2023 and,
 - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
 - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
 - b. The residual 25% of the employees’ base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled

hours for which the employee has not otherwise been paid as a result of strike or lockout.

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

Original signed on 15th September, 2022 by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Paul Simpson

Appendix B

Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2019 – June 30, 2022 local Collective Agreement between the Board of Education of School District No. 27(Cariboo-Chilcotin) and International Union of Operating Engineers, Local 959.

Each signed off item is attached for reference.

<u>Article</u>	<u>Item</u>
I.1	Definitions: Amend f), g), h) and add 10 month and 11 month definition
II.7	Working Conditions
III.1	Pay Cheques
III.5	Allowances
III.6	Benefits
V.1	Union Business
V.6	Pregnancy/Parental
V.12	Cultural Leave Days
VI.1	Rest Periods
VI.2	Overtime/Overtime Approval
VI.3	Banking Extra Hours
VI.11	Education Assistants: Absence of Students
VI.13	Clerical Hours of Work
VI.15	Early Childhood Educators Hours of Work
VI.22	Hours of Work – Schedule Change
VIII.2	Coveralls/Rubber Clothing/Gloves
VIII.3	Tools
VII.4	Holiday Periods
IX.2	Vacancies/Postings
IX.4	Existing Employees-Appointment/Transfer/Promotion/Evaluation/ Probation
Schedule G	LMA Adjustment for Certified Journeyperson
Term	indigenous Support Worker Term updated
Schedule B	Position title of Payroll Clerk to Payroll Administrator
Schedule E	Delete position of First Nations Classroom Support Worker and First Nations Youth Liaison Worker – replace with Indigenous Support Worker
Schedule G	Add position of Infrastructure Systems Administrator under Certified Tradesperson and Field Technologist under Category III
Schedule H	Add position of Bus Assistant under Category I

- LOU June 16, 1998 - Bus Drivers –renewed
- LOU May 31, 2006 - Pay Equity adjusted rates – renewed
- LOU October 12, 2006 – Modified Work Week Grow – deleted
- LOU September 13, 2007 – Hours of work in Auxiliary dept – deleted
- LOU October 18, 2007 – Modified Work Week Naghtaneqed – renewed
- LOU March 8, 2011 – Statutory Holiday Pay – renewed
- LOU May 8, 2012 – Modified Work Week Dog Creek – renewed
- LOU June 28, 2013 – Education Assistant department – hours of work - deleted
- LOU November 17, 2015 – Home Stay Bus Run – renewed
- LOU February 7, 2017 – Custodial Replacement – renewed
- LOU August 21, 2019 – Clerical Formula – deleted

The parties agree all language in the collective agreement shall be updated to gender neutral language.

Agreed *December 20, 2022*

IUOE Local 959

Board of Education of School District No. 27
(Cariboo-Chilcotin)
