

# **COLLECTIVE AGREEMENT**

Between

**SCHOOL DISTRICT NO. 69**

**(Qualicum)**



and the

**CANADIAN UNION OF PUBLIC, EMPLOYEES  
LOCAL 3570**



**July 1, 2022 — June 30, 2025**

THIS AGREEMENT dated for reference 1st day of July 2022

between

**THE BOARD OF EDUCATION SCHOOL DISTRICT No. 69 (QUALICUM)**  
(hereinafter called the "Board")

PARTY OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3570**  
(hereinafter called the "Union")

PARTY OF THE SECOND PART

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

- (a) To maintain and improve the harmonious relations and settled conditions of employment between the Board and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union:

AND WHEREAS for the purpose of implementing the spirit and intent of the foregoing, it is agreed that changes in policy affecting the employees' security will be discussed with the Union prior to implementation;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Board reserves the sole right to hire and place employees subject only to the reservations as contained in this agreement.

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## **1. DEFINITIONS**

### **1.1 Call-Out**

A call-out occurs only when an employee is brought back to work after having officially completed their duties for the day of the week and has left the job in a normal manner.

### **1.2 Continuing Position**

A position which is defined by a regular schedule of work and is maintained from year to year.

### **1.3 Designated Alternate**

A designated alternate is an Education Assistant or Child and Youth Care Worker who works at the same location as an absent Education Assistant or Child and Youth Care Worker and who is designated by the supervisor to perform specialized tasks which require training or familiarization during the Education Assistant or Child and Youth Care Worker's absence.

### **1.4 Layoff**

A reduction in the regular schedule of work of a continuing position. Employees in a continuing position are not considered laid off during school break periods.

### **1.5 Preferred Spare (also in Article 17.3)**

A preferred spare is as defined in Article 17.3.

### **1.6 Probationary Employee**

An employee who is serving a probationary period. Such employees may be terminated for just and reasonable cause at any time during the probationary period.

### **1.7 Probationary Period**

A period during which the Board assesses an employee for their suitability for continued employment with the Board. This period shall encompass up to sixty-five days (65) of the employee's working days in a continuing position.

### **1.8 Regular Employee**

An employee who has completed their probationary period.

## **1.9 Resignation**

Any voluntary termination of employment other than retirement. Employees are required to provide two weeks' prior written notice to the employer of their intention to resign, or such shorter period as mutually agreed.

## **1.10 Retirement**

The termination of employment shall be in conformity with the provisions of the Pension (Municipal) Act. Employees are required to provide two (2) weeks' prior written notice to the employer of their intention to retire, or such shorter period as mutually agreed.

## **1.11 Seniority**

The length of service within the bargaining unit and is calculated from the first day worked by the employee. The first day worked is subject to amendment as provided elsewhere in this agreement. Seniority is attributable to spare, probationary and regular employees only.

## **1.12 Spare Employee**

An employee who maintains a position on a spare list and who is not a regular employee.

## **1.13 Spouse**

A lawful husband or wife, or person of the same or opposite sex living in a common law relationship with the employee.

## **1.14 Temporary Employee**

An employee who is hired to fill a Temporary Vacancy and who is not a probationary, regular or spare employee. In the event a temporary employee completes sixty-five (65) working days of continuous employment in the same position, seniority will be effective from the first day worked. A Temporary Employee may request to become a Spare Employee at the end of their temporary assignment. Spare Employees Article 1.12 will apply.

## **1.15 Temporary Vacancy**

A vacancy resulting from the temporary absence of a regular employee from a continuing position, or a vacancy which is expected to be of limited duration and is necessitated by a temporary increase in workload.

Vacancies of this nature shall be filled as indicated in Article 16.8 (Temporary Vacancy).

### **1.16 Trial Period**

A trial period is as defined in Article 16.11 (Trial Period).

## **2. MANAGEMENT RIGHTS**

The management of the work force and of the methods of operation is vested exclusively in the Board, except as otherwise specifically provided in this Agreement, and subject to grievance procedure.

## **3. RECOGNITION AND NEGOTIATIONS**

### **3.1 Recognition of Bargaining Agency**

The Board recognizes the Union as the sole bargaining agency for those employees for whom the Union has been certified, with the exception of those employees excluded by provincial statutes and/or regulations or by mutual agreement.

### **3.2 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties, or in cases of emergency.

### **3.3 No other Agreement**

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

### **3.4 Terms and Conditions**

Acceptance of employment shall constitute acceptance of terms and conditions set out in this Agreement.

## **4. NO DISCRIMINATION/HARASSMENT**

### **4.1 No Discrimination**

There will be no discrimination against any employee covered by this agreement on the basis of race, colour, ancestry, age, physical or mental disability, sex or

sexual orientation, religious or political affiliation, place of origin, marital status, family status or participation in the lawful activities of the Union. Terms in this article shall have the meaning ascribed by the Human Rights Code of British Columbia.

#### **4.2 Union Activities**

The Board shall not discriminate against any member of the Union by reason of Union activities of such Union.

#### **4.3 Harassment/Sexual Harassment**

- (a) All employees have the right to work without personal harassment or sexual harassment.
- (b) Any complaint alleging personal harassment or sexual harassment will be dealt with in the grievance/arbitration procedure and will commence at Step 2 if the complaint is against a Supervisor.
- (c) Personal harassment shall be defined as, intentional, offensive comments and/or actions designed to demean and/or belittle an individual, and shall not include normal day to day supervisory or disciplinary action.
- (d) Any complaint alleging sexual or personal harassment shall be dealt with in the strictest confidence by the Board and the Union.

### **5. UNION SECURITY**

#### **5.1 All Employees to be Members**

- (a) The Board agrees that all present employees covered by the terms of this Agreement shall, as a condition of continued employment, become and remain members of the Union.
- (b) The Board shall require all new employees to execute an Assignment of Wages, the forms to be supplied by the Union.
- (c) All new employees covered by the terms of this Agreement shall not later than thirty (30) days after first commencing employment become and remain members of the Union as a condition of employment.

#### **5.2 Failure to Comply**

In the event that an employee fails to comply with the provisions of Clause 5.1 above, the Board shall forthwith terminate their employment.

### **5.3 Dues Receipts**

The employer shall report on the employee's T4 supplementary the amount of dues deducted in the calendar year.

### **5.4 Regional or National Union Representatives**

The Union shall have the right, at any time, to have the assistance of regional or national representatives of the Canadian Union of Public Employees when dealing with the Board. Regional and National representatives shall have access to the Board's premises, providing the representatives shall first request access from the Director of Human Resources.

### **5.5 Resolutions and Reports of the Board**

The Union shall be notified of any Board decision affecting the Union before the Board implements the decision so as to afford the Union a reasonable opportunity to respond.

## **6. CHECK-OFF UNION DUES**

### **6.1 Written Assignment**

The Board agrees to honour a written assignment of all dues and assessments and will forward all moneys so deducted to the Treasurer of the Union. The Union agrees to supply the Board with a letter stating that the assessment was duly authorized at a general meeting with the date of the meeting indicated.

### **6.2 Deductions**

Deductions shall be made at the end of the payroll period and shall be forwarded to the Secretary Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.

## **7. THE BOARD SHALL ACQUAINT NEW EMPLOYEES**

### **7.1 New Employees**

The Board agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in the Articles dealing with Union Security and deductions of Union Dues.

## **7.2 Notification of New Employees**

The Board agrees to notify the Union Secretary of the name, address, position and location of each new employee within five (5) working days of their date of employment.

## **7.3 Letter of Obligation**

The Union agrees to give the Board a letter for issuance to each new employee setting out their obligation to the Union.

## **8. CORRESPONDENCE**

### **8.1 Exchange of Correspondence**

Any correspondence arising out of this Agreement or incidental thereto shall be copied to the Director of Human Resources of the Board and the Union Secretary.

### **8.2 Notification to Board**

The Union shall notify the Board of the names of members of committees and shop stewards within fourteen (14) days after their election or appointment.

## **9. SPARE EMPLOYEES**

### **9.1 Lists for Spare Employees**

The following lists for spare employees will be established and spare employees will be called in rotating order providing they possess the necessary qualifications for the position:

- (a) Custodial
- (b) Transportation
- (c) Maintenance
- (d) Student Support Services
- (e) Clerical



## **9.2 Availability**

Spares shall make themselves available for calls from the dispatch clerk between Monday and Friday during a specified period of time which will be no longer than two (2) hours. When changes of the specified hours are required, they shall be made by mutual agreement between the parties. Such agreement shall not be unreasonably withheld. The Board will advise spare employees, in writing, of the specific hours during which they are required to be available for a callout. Spare employees will be notified, in writing, should the specific hours be changed.

## **9.3 Weekend Work**

- (a) For the purposes of an early call for non-commercial work performed on weekends by Custodial Spares, there shall be two separate lists. One list shall be for weekend work and one list shall be for the regular work week. For weekend work, Custodial Spares shall be called on a rotational seniority basis. A refusal or unavailability for weekend work does not constitute a failure to respond.
- (b) Commercial use is defined as organizations which charge their membership/participants and involve paid organizers and/or instructors who are funded either directly or on a fees for services basis. Profit seeking enterprise. (Political or religious organizations are included in this group.)
- (c) Non-commercial use shall be any other use.

## **9.4 Failure to Respond to Callouts**

Spare employees who fail to respond to three (3) consecutive calls or five (5) calls within a school year will have their name removed from the list unless such failure to respond was due to illness supported by a medical certificate or the spare employee was on an approved leave of absence granted by the Director of Human Resources.

## **9.5 Removal of Spare Employee Name**

The Director of Human Resources may remove a spare employee's name from the spare list if the spare employee's performance is unsatisfactory provided that a written warning has been given in accordance with Article 14.2 (Warning).

## **9.6 Seniority**

Seniority shall be effective from the most recent date of hire. Where two employees have the same hiring date, the date and time of the acceptance of the original employment application will be the tiebreaker.

## **9.7 Benefits**

Spare employees who post into a Temporary Vacancy of six (6) months or more in duration will be entitled to the following benefits:

- (a) Jury Duty (Article 24.5)
- (b) Bereavement Leave (Article 24.6)
- (c) Compassionate Leave (Article 24.7)
- (d) Care of Immediate Family (Article 24.8)
- (e) Sick Leave (Article 23.1) for accrual and use only while on long term Temporary Vacancy(ies) or a future regular position.

## **9.8 Benefits in Lieu for Spare Employees**

See Articles 21.2(d) (Compensation for Statutory Holidays), 22.1 (Annual Vacations: Spares and Temporary Employees), and 28.11 (Benefits in Lieu for Spare Employees).

## **9.9 False Bay School**

For False Bay School only, spare employees having the necessary qualifications may be on more than one spare list.

## **9.10 Regular Employees in Spare Positions**

- (a) Regular employees having the necessary qualifications, and whose schedules permit, shall be eligible as spare employees. Such employees may be on more than one spare list.
- (b) Regular employees who are on one or more spare list will be subject only to the following articles under Article 9: Spare Employees: 9.1, 9.2, 9.4, and 9.5.
- (c) Regular Employees, when performing the work as a spare employee, will be paid the same hourly rate of pay as the spare employee.

## **9.11 Spare Employees Called to Work Less than Four (4) Hours**

Spare employees called to work for less than four (4) hours shall remain at the same place on the spare rotation list until they are offered the next call of four (4) hours or more.

Should the next call to work be for less than four (4) hours, the next person on the spare rotation list shall receive this call.

## **10. COLLECTIVE BARGAINING**

### **10.1 Bargaining Committee**

A bargaining committee shall be appointed by each party as required. 10.2  
Function of Bargaining Committee

Negotiation of all matters of mutual concern pertaining to rates of pay, hours of work and working conditions shall be referred to the bargaining committee.

### **10.2 Function of Bargaining Committee**

Negotiation of all matters of mutual concern pertaining to rates of pay, hours of work and working conditions shall be referred to the bargaining committee.

### **10.3 Meeting of the Joint Bargaining Committee**

In the event that either party requests a meeting of the Joint Bargaining Committee, such request shall be made in writing and shall indicate the subject matter proposed for discussion. The meeting shall be held at a time and place within ten (10) working days or such other time as agreed to by the parties.

### **10.4 Time Off for Joint Bargaining Committee Meetings**

Five (5) representatives of the Union in the employ of the Board shall have the privilege of attending Joint Bargaining Committee meetings held within working hours without loss of remuneration.

### **10.5 Technical Information**

The Board shall make available to the Union information regarding job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and employee benefit plans required for collective bargaining purposes on request within a reasonable length of time.

## **11. LABOUR MANAGEMENT LIAISON COMMITTEE**

### **11.1 Establishment of Committee**

- (a) A Labour Management Liaison Committee shall be established consisting of representatives of the Union and representatives of the Board.
- (b) The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

## **11.2 Function of the Liaison Committee**

- (a) The Committee shall be self-determining in its terms of its function and shall concern itself with discussing matters of mutual concern regarding the application, interpretation or implementation of the Collective Agreement.
- (b) Either the Union or Management may request a Liaison Committee Meeting to discuss matters determined to be part of its function.
- (c) The Liaison Committee shall not supersede the activities of any other committee.

## **11.3 Labour Management Liaison Committee Meeting Minutes**

Minutes shall be kept of each meeting and signed by the Joint Chairpersons as promptly as possible. The Employer shall take the minutes. Items from the previous agenda and minutes shall be dealt with before any new business will be considered.

## **11.4 Jurisdiction of the Liaison Committee**

- (a) The Liaison Committee shall not have jurisdiction over wages and any matter of collective bargaining, including the administration of the Collective Agreement.
- (b) The Liaison Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

## **12. GRIEVANCE PROCEDURE**

If at any step throughout the grievance procedure, the parties mutually agree that if it is not within their ability to resolve the grievance, they may waive the grievance to the next step of the grievance procedure.

### **12.1 Step 1**

Where the Union believes there has been a violation of the Collective Agreement, they shall submit to the Director of Human Resources a completed Union Grievance Form. The grievance will be raised within thirty (30) working days of the alleged violation or within thirty (30) working days of the Union becoming reasonably aware of the alleged violation. The employee and up to two (2) Union representatives shall meet with the appropriate Board representative within five (5) working days of the receipt of the Grievance Form. The Board's representative may be joined by up to two (2) Board representatives. The Board representative will

make a formal written response within five (5) working days. A copy of the response shall be forwarded to the Secretary Treasurer and the Union Secretary.

## **12.2 Step 2**

If the grievance is not resolved at Step 1 within five (5) working days of the Step 1 response, the grievor and up to two (2) Union representatives may present the grievance to the Secretary Treasurer or designate who shall have five (5) working days to attempt to resolve the grievance, and who shall make a formal written response during that time. The Secretary Treasurer or designate may be joined by up to two (2) Board representatives.

## **12.3 Step 3**

If the matter is not resolved within fifteen (15) work days from the date of the meeting at Step 2, a Grievance Committee meeting shall be held within a further five (5) work days. The Grievance Committee, consisting of not more than three (3) representatives of the Board, and three (3) representatives of the Union, shall seek to settle the dispute. The Director of Human Resources shall respond in writing within five (5) work days of the meeting.

## **12.4 Step 4**

If the grievance is not resolved within a further ten (10) working days following the Step 3 response, the grievance may be referred to arbitration in accordance with Article 13 (Arbitration) of this Agreement.

## **12.5 Timelines**

Should either party fail to process the grievance within the time limits established in Article 12 and Article 13.5, that party shall be deemed to have conceded the grievance. However, both parties shall not be deemed to have prejudiced their position on any future grievance.

## **13. ARBITRATION**

### **13.1 Composition of Board of Arbitration**

Should a grievance be referred to arbitration in accordance with Article 12.4 then the matter shall be referred to a Board of Arbitration of three (3) members. One (1) member shall be appointed by the Board and one (1) by the Union within thirty (30) working days. The third member shall be Chairperson of the Arbitration Board and shall be appointed by the two (2) members appointed by the parties.

### **13.2 Failure to Appoint**

Should the parties' appointees be unable to agree on a Chairperson within five (5) days of the appointment of the member last appointed, then the Chairperson shall be appointed by the Minister of Labour for the Province of British Columbia.

### **13.3 Decisions of the Board**

- (a) The majority decision of the Board of Arbitration shall be final and binding upon the Board, the Union and the employee(s) concerned.
- (b) Should the Board of Arbitration find that an employee has been suspended or terminated for other than just and reasonable cause, the Board of Arbitration may direct the School Board to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by such suspension or termination, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable.

### **13.4 Single Arbitrator**

Notwithstanding the above, the parties may by mutual agreement, refer the dispute to a single arbitrator, with each party paying one-half (1/2) of the cost of such single arbitrator. The single arbitrator shall have the same powers as an Arbitration Board.

### **13.5 Amending of Time Limits**

Wherever a stipulated time limit is mentioned in this Agreement, the said time limit may be extended by mutual consent of both parties.

### **13.6 Expenses of the Board**

Each party shall pay the expenses of their appointee and one-half (1/2) of the expenses of the Chairperson.

## **14. DISCIPLINE, SUSPENSION AND DISCHARGE**

### **14.1 Notification**

- (a)
  - (1) An employee may, for just and reasonable cause, be disciplined or suspended without notice. Employees so disciplined or suspended shall have recourse to the grievance procedure.

- (2) Management staff shall have the right to discipline or suspend without notice, for just and reasonable cause, within the departments under their respective jurisdictions.
  - (3) The Director of Human Resources and the Union Secretary shall be notified in writing within two (2) working days of any discipline, which will form part of the employee's personnel file, or suspension action taken by management staff.
- (b) Management staff shall include District Administrative Staff, Principals, Vice Principals and District Principals. The Board will provide the union with a revised list of District Administrative Staff as changes occur.
  - (c) The Secretary Treasurer, or in their absence the Superintendent of Schools, has the right to dismiss without notice, for just and reasonable cause.

#### **14.2 Warning**

- (a) Prior to imposition of further discipline as identified in 14.1(a) (Notification) above, the Director of Human Resources or their designate shall meet with the employee and Union representation, to discuss the reasons for considering such further action;
- (b) Employees so disciplined, suspended or discharged shall have recourse to the grievance procedure;
- (c) Except in cases of just and reasonable cause, at least one (1) written warning shall be given before dismissal action is taken.

#### **14.3 Suspension**

Unless otherwise decided under grievance procedure, suspension shall mean loss of pay for the time or duration of the suspension.

#### **14.4 Limitation**

In subsequent grievance procedures, including arbitration, the parties shall be limited to such grounds as were discussed in the meeting with the Secretary Treasurer or their designate.

#### **14.5 Failure to Grieve**

Failure to grieve previous discipline or to pursue such a grievance to arbitration, shall not be considered to be an admission that such discipline was justified.

## **14.6 Crossing of Picket Lines**

Employees shall not be required to cross any picket line legally established and maintained under the statutes of British Columbia. The Union agrees to seriously attempt to get permits from the picketing Union to allow School Board employees to carry out normal functions.

## **14.7 Hot Cargo**

Members of the Canadian Union of Public Employees, Local 3570, employed by School District No. 69 (Qualicum) will not be required to handle the products of a firm that have been declared "Hot" by an edict issued by the B.C. Federation of Labour. Products already ordered or purchased, in transit or on hand prior to the commencement of such an action shall not be considered as "Hot Cargo".

## **15. SENIORITY**

### **15.1 Operation of Seniority**

Seniority shall operate on a bargaining unit wide basis.

### **15.2 Seniority List**

An up-to-date seniority list showing members' names and seniority dates shall be posted on the staff web portal and designated site bulletin boards in February and October of each year. A copy shall be sent to the Union Secretary of the Union. Any changes during the rest of the year shall be sent in writing to the Union Secretary.

### **15.3 Loss of Seniority**

- (a) An employee shall continue to accrue seniority rights if absent from work because of sickness, disability, accident or an approved leave of absence.
- (b) An employee shall continue to accrue seniority rights for twenty-four (24) calendar months from the date of layoff or termination for other than just and reasonable cause.
- (c) An employee shall lose their seniority or continuous service in the event that the employee is dismissed for just and reasonable cause, or resigns.

### **15.4 Transfer and Seniority Outside the Bargaining Unit**

- (a) If an employee assumes an excluded position outside of the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving



the unit but will not accumulate any further seniority for the purposes of this Collective Agreement during employment in an excluded position.

- (b) Employees who desire to return to the bargaining unit shall only return through the posting procedure to a position they are qualified to fill.
- (c) Seniority in the bargaining unit and service accrued in an excluded position shall be combined for the purposes of vacation (Article 22), retirement benefits (Article 26) and sick leave entitlement (Article 23.1).

## **16. PROMOTIONS AND STAFF CHANGES**

### **16.1 Seniority**

- (a) In making promotions, transfers, or filling vacancies, the Board shall appoint the applicant with the greatest seniority subject to the applicant having the required ability and qualifications.
- (b) An employee who is registered and/or enrolled in a course to qualify for a posted position shall be entitled to five (5) working days from the close of the job posting to achieve any qualifications needed to fulfill the requirements of the position.
- (c) An employee must indicate on the job posting application that the qualification will be completed within five (5) working days.

### **16.2 Notification of Vacancies**

- (a) The Union Secretary shall be notified in writing of all vacancies or new positions occurring within the system.
- (b) The posting of job vacancies shall be carried out as follows:

- (1) Postings during July and August

Postings in July and August shall coincide with the first Board pay day in July and the first Board pay day in August and shall be open for a period of fourteen (14) calendar days. These postings shall be available on the staff portal. In addition, an email will be sent to employees advising that postings are available on the district website.

- (2) Postings for September to June

Postings for the balance of the year shall coincide with the Board pay days and shall be open for a period of five (5) working days. These

postings shall be available on the district website. In addition, an email will be sent to:

- Employees advising that postings are available on the district website; and,
  - The site in order that a copy of the postings be placed on the designated bulletin board at the site.
- (3) Should the employer have an operational or student support need requiring a posting outside of the timeframes noted under this Article, the employer will contact the union for mutual agreement to proceed with the posting. Such postings will be open for a period of five (5) working days and employees will be notified of the posting.

### **16.3 Appointment**

The Board will notify the successful applicant within five (5) working days of the close of the posting whenever possible.

A letter of appointment to the successful applicant shall follow with a copy to the Union Secretary.

### **16.4 Supplemental Work List**

- (a) The Board shall post internally for a supplemental work list. Qualified internal applicants will be placed on a supplemental work list. The list will be organized by seniority and the calls will be made in rotating order for available supplemental work within the Maintenance Department on days when school is not in session. Existing Maintenance Spares shall have priority over the supplemental work list for work.
- (b) The supplemental work list will be in place from July 1 to June 30 annually.
- (c) Employees on the supplemental work list shall make themselves available for calls from Monday to Friday between the hours of 8:00 am and 10:00 am on days when school is not session.
- (d) Employees on the supplemental work list who fail to respond to three (3) consecutive or five (5) calls within the year will have their name removed from the supplemental work list unless such failure to respond was due to illness supported by a medical certificate. Failure to answer the phone during the designated call out time will be considered a refusal.

## **16.5 Posting a Position of Less Than Ten (10) Months Duration**

- (a) Prior to posting a continuing position of less than ten (10) months duration, the matter will be referred to the Labour Management Liaison Committee and the reasons for the duration of the position will be justified.
- (b) If there is no mutual agreement that the position should be posted as less than ten (10) months, the provisions of the Collective Agreement shall apply.
- (c) For the purposes of this article, ten (10) months shall be the equivalent of a school year.

## **16.6 Posting While on Workers' Compensation Board Leave**

- (a) Employees who are on Workers' Compensation Board Leave shall have the right to apply for posted positions. If the employee is the senior qualified applicant and is unable to commence the position when required, a committee comprised of an equal number of representatives, inclusive of the employee, shall meet within five (5) working days from the closing of the posting or at a time mutually agreed by the parties, to discuss the criteria as it relates to the employee and the particular position. Resource people may be used to provide information to the Committee.
- (b) The criteria that shall be considered will recognize the length of time that the employee will remain on WCB leave, the type of work of the posted vacancy, and the reasonableness of having another employee temporarily filling the vacant position until the employee on WCB leave is able to return to work.
- (c) The employee must agree to share medical information from the WCB and/or the employee's physician concerning the employee's future ability to perform the work of the vacant position, and the medical prognosis for the employee's return to work, including estimated time for return to work.
- (d) If the senior qualified applicant does not receive the position, the Board shall inform the employee and the Union, in writing, as to the reasons.
- (e) Any arbitration arising out of the administration, interpretation or application of this clause shall be resolved on an expedited basis using Donald R. Munroe, QC, or, if unavailable, such other person as mutually agreed to by the parties. This arbitrator shall conduct a mediation/arbitration without prejudice or precedent using such procedures as they deem appropriate.

## **16.7 Posting Temporary Vacancies for Union Executive Activities**

A temporary vacancy may be posted for a designated replacement for Union Executive Officers when absent due to Union business plus other regular absences, including sick leave, annual vacation or leaves of absence.

## **16.8 Temporary Vacancy**

When a temporary vacancy occurs and is to be filled by the Board, it shall be filled in the following manner:

- (a) If the vacancy is to be thirty (30) working days or less, employees in that classification at the work site shall be offered the vacancy on a seniority basis. For Education Assistants and Child and Youth Care Workers, this clause shall only apply after the fifth (5th) working day, except in cases where there is a designated alternate.
- (b) A spare may be assigned to fill any vacancy resulting from movement in 16.8(a) above.
- (c) If there are no qualified persons at the work site who wish to take the temporary vacancy, a spare will be assigned.
- (d) If the temporary vacancy is to be more than thirty (30) working days, it shall be posted to employees as a temporary vacancy. Regular, probationary or spare employees applying for a temporary vacancy must be available for the duration of the posting. Regular, probationary or spare employees filling a temporary vacancy may only bid out of that position for a continuing position.
- (e) For Bus Drivers only, 16.8(a), (b) and (c) do not apply. When a vacancy is known to be five (5) working days or more, the vacancy shall be available for selection by regular bus drivers and awarded to the most senior bus driver until the return of the incumbent or until the vacancy has been posted and filled. The resulting vacancy shall be filled by the most senior unassigned spare.
- (f) No more than two temporary vacancies shall be posted as a result of a temporary vacancy being created.
- (g) Any subsequent vacancies shall be filled by spare Board employees unless the chain of postings is extended by mutual agreement.
- (h) Upon conclusion of the temporary vacancy the employee filling the temporary vacancy (whether regular, probationary or spare) shall return to their previous position.

## **16.9 Extensions of Temporary Vacancies**

In the case where circumstances require a temporary vacancy to be extended it shall be by mutual agreement of the parties.

## **16.10 Vacancy Not Filled**

Where a job vacancy occurs and the vacancy is to be filled by the Board or a new position is created by the Board, such vacancy or new position shall be posted within ten (10) working days as set out above. Temporary vacancies to be filled shall be filled in accordance with Article 16.8. If a vacancy is not to be filled by the Board, the Board shall advise the Union, in writing, of such decision within ten (10) working days of the vacancy occurring.

## **16.11 Trial Period**

- (a) A trial period occurs when a regular employee changes classification. Such trial period shall be for a period of up to sixty-five (65) of the classification's working days. Evaluations of employees shall be done by management staff and may include, where appropriate, information received from teachers. If the change in classification is not mutually confirmed, the employee shall revert to the classification and position held prior to the change. In the event an employee reverts back to the employee's former position within thirty (30) of the classification's days, the vacant position shall be awarded to the next successful applicant as indicated by the selection process. For the purposes of this section the word classification shall be as per Schedule B.
- (b) If an extension of the trial period is requested, it shall be done by mutual agreement between the Board and the Union.

## **16.12 Increase in Hours**

- (a) Any increase in hours to an existing position approved by the Secretary Treasurer, up to the limits set out in the Collective Agreement, shall be made by the Board and written notice given to the incumbent.
- (b) The incumbent shall notify the Director of Human Resources of acceptance or refusal of the increased hours, in writing, within five (5) working days from the notice of increase being received. If the incumbent wishes to refuse the increased hours, the incumbent shall then be laid off in accordance with Article 17 of the Collective Agreement, and the resulting vacancy with the increased hours shall be posted and filled as per Article 16 of the Collective Agreement.
  - (1) Any Education Assistant or Child and Youth Care Worker position may be increased once during the school year (July 1 - June 30) up to five (5) hours per week. Such an increase will be offered by seniority at the work site subject to the availability of the Education Assistant or Child and Youth Care Worker at the time of the increase. This increase will be the result of either a new student being identified in a special education category (Ministry of Education) or by the increased needs of a current student or students. The District Principal of Student Support Services

will be responsible for identifying the need for the increase and for the implementation of the increase.

Prior to an increase in hours being offered to a less senior employee at the site as a result of the unavailability of a senior employee at the site, the employer will notify the union.

- (2) Any position, other than an existing Education Assistant or Child and Youth Care Worker position, may be increased during the school year (July 1 - June 30) by up to five (5) hours per week without being subject to challenge. Any single or combined increase beyond the maximum during the school year must go through the challenge process.
- (c) If the incumbent is willing to accept an increase that is subject to challenge, the Board shall notify the Union and all employees covered by the Collective Agreement, in writing, of the increase in hours. This notice of challenge will be by posting for five (5) working days.
- (d) During the challenge period, any other employees who have the qualifications and are more senior than the incumbent shall indicate their intent to challenge by completing a Posting Application Form within the timeline specified on the posting.
- (e) If there has not been a successful challenge, the incumbent shall formally be assigned the increased hours. If a challenge in accordance with this Article is successful, the incumbent will be laid off as per Article 17 of the Collective Agreement.

### **16.13 Joint Education Assistant/Child and Youth Care Worker Posting Committee**

From time to time certain concerns need to be addressed regarding the assignment of Education Assistants or Child and Youth Care Workers.

- (a) Twice a year, in the spring and in the fall or more as required by mutual agreement, the Joint Education Assistant/Child and Youth Care Worker Posting Committee will meet to discuss the specific requirements of the vacancies to be posted during the spring and fall posting rounds.
- (b) The composition of a Joint Education Assistant/Child and Youth Care Worker Posting Committee (the "Posting Committee") may consist of the following: Up to four (4) representatives of the district and up to four (4) representatives of the union. Resource people may be used to provide information to the Posting Committee.
- (c) Additional bona fide job requirements regarding Educational Assistants and Child and Youth Care Workers may be considered to address student needs.

- (d) The Board shall determine which applicants meet the additional requirements through an interview process in the presence of a Union representative following an orientation to the position.
- (e) If the senior applicant(s) does (do) not receive the posting after having met the qualifications, the employee shall be informed in writing as to the reasons.
- (f) An unsuccessful senior applicant shall have the right to grieve the decision of the Board.

#### **16.14 Students Changing Schools**

When an Education Assistant or Child and Youth Care Worker elects to move with their assigned student to another school a vacancy is deemed not to have resulted from the student's change of school.

#### **16.15 Education Assistant/Student Relationship**

When a Principal believes the Education Assistant and special needs student relationship is proving unsatisfactory and the Principal can support their opinion with documentation, the following procedures shall be followed:

- (a) The Principal shall make a written submission, including documentation, to the Director of Human Resources.
- (b) The Director of Human Resources will arrange a meeting with a Union Representative and the District Principal having oversight of student services to review the submission and determine its validity.
- (c) If the parties in 16.15 (b) determine that the Education Assistant/student relationship is unsatisfactory, the affected Education Assistant will be given the opportunity to exercise their seniority rights in accordance with Article 17 of the Collective Agreement.
- (d) If the parties in 16.15 (b) are unable to determine the validity of the case presented by the Principal, the parties in 16.15 (b) shall invite a mutually agreed upon, independent third party who is professionally bound by a code of ethics, to assist in assessing the case and, if required, to make a determination whether or not the relationship should continue.
- (e) Where an Education Assistant believes the student relationship is proving unsatisfactory the Education Assistant will bring the matter forward, in writing, to the Principal with a copy of the submission sent to the union. Where the Education Assistant and the Principal are not able to reach agreement about the matter and resolution to address the situation, the matter will be referred

by either party to the Director of Human Resources who will convene steps 16.15 (b) to (d) for a further review.

### **16.16 Transfer of District Education Assistants**

It is agreed that, whenever possible, a District Education Assistant will be provided with five (5) working days' notice prior to being transferred to another school in the district.

Further, it is agreed that, should the district believe it is necessary to implement the transfer of a District Education Assistant without providing the noted five (5) working days' notice, the Union will be consulted and provided with the reasons.

### **16.17 Bus Drivers**

- (a) The School District agrees that all transportation of students on curricular or extra curricular activities shall be performed by Transportation Department employees in Board operated and maintained vehicles. Exceptions may be made by the Transportation Manager in advance of any particular event, with written notification to the Union. Students shall not transport other students to or from school sponsored activities, without exception. The right of school staff to drive students in private vehicles, and for the Transportation Department to provide for the use of charter coaches for extended trips, and for mainland ferry pickups and drop-offs, shall not be limited by the intent of this article.
- (b) Regular Bus Drivers will select bus routes annually, using the following process.
  - (1) For the period from the end of the preceding school year until the new school year's routes are listed and selected, the Board will ensure that no driver experiences a wage decrease in excess of one-half (1/2) hour per day. If a route is decreased by more than one-half hour per day, the Board will assign the driver additional duties within the Transportation Department that is not the work of other bargaining unit members to cover the pay decrease in excess of one-half (1/2) hour per day. Drivers will not be considered to be laid off for the period from the last school day in June, including the last administrative day, until the new school year's routes are listed and selected as described below.
  - (2) Before the end of each September a list of all routes, including the hours for each route, shall be made available to all Regular Bus Drivers. Those drivers shall, in order of seniority, select a route for the remainder of the school year.



- (3) The combined hours of the driver's selected route shall be deemed one position for the remainder of the school year and if the position becomes vacant, it shall be posted as such. Any driver whose combined hours are increased or decreased during the remainder of the school year shall be subject to Articles 17 (Layoffs and Recalls) and 16.12 (Increase in Hours).

(c) Field Trips/Extra Trips

- (1) Co and extra-curricular trips will be posted on the trip board in the drivers' room as they are received, either by courier or by phone.
- (2) Any driver interested in taking the posted trips may initial the card or cards to indicate preference. The trip will be assigned to the driver or drivers whose names appear in the highest position on the rotation board.
- (3) Eligibility for taking trips will be determined by a driver's position on the rotation board which starts on a seniority basis the first work day of the school year.
- (4) Drivers who have indicated a preference for a field trip will rotate to the bottom of the rotation board after the trip has been completed.
- (5) If no regular driver initials a preference for a field trip, that trip will be assigned to the most senior driver who is willing or able to do the trip within the time limits of their regular schedule. These assigned field trips will not affect the driver's position on the rotation board. If no regular driver is able to do a field trip, it will be assigned to a spare driver.
- (6) Drivers taking trips that overlap their regular run hours must give up their regular run for the entire day, and a spare will be assigned on a rotational basis to drive the regular route.
- (7) Trip cards that have been initialized or assigned will be closed on the afternoon of the working day before the trip is to commence. The trip cards will then be moved to the closed trip board.
- (8) Field trip closing times will be before the return of the first bus in the afternoon.
- (9) When a regular employee from another classification posts into a Temporary Bus Driver vacancy after the end of September or when a spare employee posts into a Temporary Bus Driver vacancy, the employee shall have their name included on the rotation board in the lowest position at the start of their assignment. At the conclusion of the temporary vacancy, the employee's name will be withdrawn from

whatever position it occupies on the rotation board and all other drivers will move up the rotation board accordingly.

- (10) When a regular driver is on a long-term leave, their position on the rotation board will remain unchanged until they return.
- (11) Pay for weekend work for regular or spare drivers shall be:
  - (i) twenty-five cents (\$0.25) per hour premium;
  - (ii) the first eight (8) hours on a Saturday or Sunday will be paid at straight time, plus the premium. All time worked beyond the eight (8) hours shall be paid at time and one-half (1 1/2) for the ninth (9th), tenth (10th), and eleventh (11th) hours worked and double time (2X) thereafter.
- (12) For overnight trips, the driver shall be paid a maximum of twelve hours per day for time worked, paid as follows:
  - (i) for the first eight (8) hours at regular time
  - (ii) for the next three (3) hours at time and one-half (1 1/2)
  - (iii) for the next one (1) hour at double time (2X)
- (13) Where students are to be transported by bus, all trips within a two hundred (200) kilometer radius of the Transportation Yard, excluding trips to the United States or, where requested, trips beyond Horseshoe Bay or Tsawwassen, will be by school district bus subject to the availability of both busses and drivers, including spare bus drivers. If district busses or drivers are not available alternate arrangements may be made. Trips may be by charter coach where cost, comfort and storage are a concern, on trips where students are to be transported by bus outside a two hundred (200) kilometer radius of the Transportation Yard.
- (14) The Transportation Manager, with the agreement of the Union's designated representative, will establish predetermined rates for trip destinations to Mount Washington, Victoria, and as they might arise, some extended trips. Identified as such, these trips shall be available to all drivers, including spare drivers. These predetermined rates will be reviewed with the Union's designated representative on an annual basis.

## **17. LAYOFF AND RECALL**

### **17.1 Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to length of service. In the event of a layoff the Board shall notify the incumbent employee and the union when their position is subject to layoff as per Article 17.2.

- (a) Where there are two (2) or more identical positions at the same work site the position laid off shall be the person(s) with the least seniority.
- (b) In the event that regular employees are laid off, or their hours of work are reduced, employees may exercise their seniority to bump any less senior employee providing they are qualified for the job at the time notice of layoff is given.

### **17.2 Notice of Layoff**

The Board shall notify regular employees who are to be laid off ten (10) working days before the layoff is to be effective. The ten (10) working day count will begin from the receipt of the layoff notice accompanied by a current copy of the seniority list. If the employee laid off has not had the opportunity to work ten (10) of the employee's regular working days after notice of layoff, the employee shall be paid in lieu of work for that part of ten (10) working days during which work was not available.

### **17.3 Bumping Rights**

Employees notified of a layoff as per Article 17.1 and 17.2, may exercise their seniority rights to bump other employees at the time of layoff notification with less seniority provided they hold all the qualifications.

### **17.4 Preferred Spare**

A preferred spare is defined as a regular employee who has been laid off, or a probationary employee who has commenced work in a continuing position and has been laid off. A preferred spare is called in order of seniority with other preferred spares before any regular spares. This clause shall only apply after the employee has exhausted all posting rights in accordance with Article 16. Unless on an approved leave of absence, if after twenty-four (24) months the preferred spare has not successfully posted into a continuing position, the employee will become a Spare Employee, if qualified in accordance with Article 9.

### **17.5 Filling Vacancy During Layoff**

No new employees will be hired to fill a vacancy until regular employees who have been laid off or who have been terminated for other than proper cause and who have the ability and qualifications to fill the vacancy have been given an

opportunity for re-employment through job postings. Regular and probationary employees shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

### **17.6 Order of Layoff**

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority if applicable. An employee about to be laid off may displace any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to displace an employee shall include the right to displace a junior employee in a higher classification.

### **17.7 Order of Recall**

Employees recalled under Clause 17.4 (Filling Vacancy during Layoff) above will be recalled in the reverse order in which they were laid off provided that the employee is qualified to perform the work.

### **17.8 Restriction on Permanent Layoff**

- (a) An employee with five (5) or more years of seniority shall not be permanently laid off. A permanent layoff is defined as a layoff of three (3) months or more. The parties agree that any Provincial Legislation affecting Article 17.7 (Order of Recall) shall supersede this sub-section.
- (b) This provision shall only apply after an employee has exhausted all seniority rights as defined in Article 16 and Article 17.
- (c) No employee shall be required to relocate to Lasqueti Island.

## **18. HOURS OF WORK**

### **18.1 Clerical Staff, Student Support Staff and Indigenous Liaison Workers**

- (a) In this Agreement, reference to Student Support staff includes, Education Assistants (Learning Services and Specialized Services), Child and Youth Care Workers, Drug and Alcohol Support Workers, Student Support Services Spares, Noon Hour Supervisors, and Indigenous Liaison Workers.
- (b) A work week for Clerical Staff, Student Support Staff and Indigenous Liaison Workers shall consist of thirty-five (35) hours. Each day shall be seven (7) continuous hours except for time allowed for meal breaks and except as elsewhere modified in this article.

- (c) Hours of work shall be between 7:00 am and 6:00 pm, Monday to Friday inclusive.
- (d) Education Assistants shall work all school days inclusive of teacher professional development days.
- (e) Child and Youth Care Workers, Drug and Alcohol Workers and Indigenous Liaison Workers shall be paid for the hours of their weekly assignment. Unless a special circumstance requires otherwise, the hours worked daily shall be scheduled consecutively during normal school hours.
- (f) The hours of work for the positions having Call-Out Dispatch Clerk responsibilities may commence at 6:00 am.
- (g) For part-time employees:

Employees in any classification under Article 18 who work less than the work week hours defined in Articles 18.1 and 18.2 are defined as part-time employees. Such hours will be identified in job postings.

## **18.2 All Other Staff**

- (a) A work week shall consist of forty (40) hours. Each day shall be eight (8) continuous hours except for time allowed for meal breaks and except as elsewhere modified in this article.
- (b) Day shifts shall be eight (8) hours of work exclusive of meal breaks, scheduled between 6:00 am and 5:30 pm, Monday to Friday inclusive.
- (c) Afternoon shifts shall be eight (8) hours of work inclusive of one-half (1/2) hour for meal breaks, scheduled between 2:00 pm and 1:00 am, Monday to Friday inclusive.
- (d) The IT Technician will have a forty (40) hour work week and will be eligible for overtime for all hours worked in excess of forty (40) hours per week. The forty (40) hour work week will be a flexible work schedule which may include evening and weekend work. There is no designation of “day shift” or “afternoon shift” applicable to this position, however, the majority of the work will be completed during the day shift. The shift premium and paid meal break will not be applicable to this position.
- (e) For part-time employees:

Employees in any classification under Article 18 who work less than the work week hours defined in Articles 18.1 and 18.2 are defined as part-time employees. Such hours will be identified in job postings.

### **18.3 Change to Work Week**

Where the conditions of a special job require it, the work week may be changed for short periods of time. Except in emergent circumstances, notice of such change will be given not later than seven (7) calendar days in advance.

### **18.4 Minimum Hours**

- (a) The Employer will provide a minimum of four (4) hours of work daily for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (b) Exemptions from the four (4) hour minimum:
  - (1) student/noon hour supervisors
  - (2) crossing guards
  - (3) small schools with fewer than seventy-five (75) students in which case a two (2) hour minimum will apply
  - (4) other positions by mutual agreement.
- (c) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.
- (d) Bus Drivers are exempt from the requirement for consecutive hours not withstanding Article 18.4. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (e) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the collective agreement.

### **18.5 Minimum Hours - Exceptions**

- (a) Employees posted to False Bay School shall be paid for hours worked.
- (b) Noon Hour Supervisors shall be paid for hours worked.
- (c) Regular employees who accept a combination of ten (10) and twelve (12) month positions which would leave them with less than four (4) hours of work during school break periods will be paid for hours worked.

## **18.6 Meal Break**

All employees working more than four (4) consecutive hours are entitled to a meal break. The meal break shall be a minimum of one-half (1/2) hour and a maximum of one (1) hour. Meal breaks will not be taken at the beginning or the end of a shift. An employee may be permitted to work five (5) consecutive hours before taking a meal break. The Union shall be advised of all such agreements.

## **18.7 Rest Period**

Employees shall be allowed a fifteen (15) minute paid rest period in each of the first half and the second half of a full-time shift as defined in Article 18.1(a) and 18.2(a) (Hours of Work). An employee working less than a full-time shift shall have one (1) paid rest period during each continuous three and one half (3 1/2) or four (4) hours of regular working time. For employees working less than full-time, a school-scheduled lunch break shall not constitute an interruption of continuous hours (applicable to this clause only).

## **18.8 Layover**

- (a) Each day an employee is required to be out of the district overnight to fulfill their assigned duties, the employee shall be paid for two (2) hours at their regular rate of pay in addition to one-fifth (1/5) of the defined work week for the employee's classification.
- (b)
  - (1) Education Assistants and Child and Youth Care Worker who are required to be out of district overnight to fulfill their assigned duties shall be paid for actual hours assigned to work with students as scheduled in the itinerary pre-approved by an Administrative Officer, or for two (2) hours at their regular rate of pay and one-fifth (1/5) of their defined work week for their job classification, whichever is greater.
  - (2) Education Assistants and Child and Youth Care Workers shall be given five (5) working days' notice prior to overnight trips. Education Assistants and Child and Youth Care Workers shall be required to supervise special needs students on overnight field trips, unless there exists valid reason(s) not to do so.

## **18.9 Combining Positions**

A regular employee may combine two (2) or more positions subject to the employee's present and future ability to arrange their hours of work.

## **18.10 Banked Time for Part-Time Employees**

Except as provided for in Articles 18.9 (Combining Positions) and 19.2 (Overtime), part-time employees may be permitted to bank time provided that:

- (a) The banked time is authorized in advance in writing by the employee's immediate supervisor;
- (b) Compensatory time off for the banked time be taken prior to the Winter Break, the Spring Break, or the end of the school year, whichever occurs first and;
- (c) No monetary payment is made at any time for the banked time, but it must be taken as compensatory time off.

## **19. OVERTIME AND CALL OUT**

### **19.1 Callout**

- (a) Personnel called out for special or emergency work shall be paid at a minimum of two (2) hours at double time (2X). There is no requirement to actually work the full two (2) hours once the work is completed.
- (b) Any time worked beyond two (2) hours shall be paid at double time (2X). Any portion of an hour worked in excess of two (2) hours shall be paid as a full hour at double time (2X).
- (c) Callouts shall be offered by classification at each worksite in order of seniority. For the purposes of this section the word classification shall be as per Schedule B.
- (d) In the event no employee at the worksite accepts the callout, the callout shall then be offered on a rotational basis to the next most senior employee in that classification.

### **19.2 Overtime**

- (a) Overtime shall be offered on a rotational basis, by classification, at each work site to the most senior employee. All overtime worked must be authorized in advance by the Secretary Treasurer or their designate, and shall be paid for at the rate of time and one-half (1.5X) for the first three (3) hours, and double time (2X) thereafter.
- (b) Sunday is a premium day at double time (2X) rate.
- (c) Regular employees shall be offered premium Sundays in a manner consistent with overtime assignment. Work arising from the noncommercial



use of facilities as described in Article 9.3(c) (Weekend Work) on Saturdays, and on non-premium Sundays, shall be offered to regular custodial employees who have part time assignments at that site; then spares in accordance with the Custodial Spare Rotation List.

- (d) Notwithstanding the provisions of Article 19.2 (Overtime), overtime for Education Assistants on day field trips shall be based on the hours of duty in excess of the regular work week of thirty-five (35) hours for the job classification.
- (e) Notwithstanding the provisions of Article 19.2 (Overtime), overtime for Child and Youth Care Workers shall be based on the hours of duty in excess of the regular work week of thirty-five (35) hours for the job classification.
- (f) In the event no employee at the worksite accepts the overtime, the overtime shall then be offered on a rotational basis to the next most senior employee in that classification.

### **19.3 Banking of Overtime**

An employee may elect to bank overtime at the appropriate overtime rates of pay. The following conditions shall apply:

- (a) Only time in excess of thirty-five (35) or forty (40) hours per week, depending on the employee's classification, may be banked. Any overtime incurred on a daily basis but not in excess of the normal work week for that classification is not eligible to be banked.
- (b) The employee's overtime bank cannot exceed ten (10) of the employee's working days.
- (c) All banked overtime will be paid out with the first pay period in June.
- (d) Banked overtime will be paid out at the rate earned.
- (e) Time taken in lieu of overtime shall be taken at a time mutually agreeable to the employee and their supervisor.

## **20. SHIFT WORK AND ALLOWANCES**

### **20.1 Shift Allowance**

Shift Allowance shall be paid in accordance with Schedule A.

## **20.2 In-Charge Allowances**

A Lead Hand, designated as such by an authorized representative of the Board, shall be paid in accordance with Schedule A.

## **20.3 First Aid Allowance**

First Aid Attendants shall be paid in accordance with Schedule A.

## **20.4 Foreperson Allowance**

A foreperson designated as such by an authorized representative of the Board, shall be paid in accordance with Schedule A.

# **21. HOLIDAYS**

## **21.1 Statutory Holidays**

Employees shall be entitled to the following Statutory Holidays with pay:

Recognized Statutory Holidays will be as follows:

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

and any other day proclaimed by the Federal or Provincial Governments or any day jointly proclaimed by the Municipal Councils of the Town of Qualicum Beach and the City of Parksville.

\* National Day for Truth and Reconciliation Day

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

## **21.2 Compensation for Statutory Holidays**

- (a) Any time worked on a Statutory Holiday shall be paid at the rate of double time (2X) in addition to the employee's regular pay.

- (b) Regular employees who have been laid off and are working from a spare list shall be entitled to statutory holiday pay at four percent (4%).
- (c) Regular employees in a continuing position of less than twelve months shall be paid for statutory holidays occurring during their break period after their return to work.
- (d) Spare employees will receive four percent (4%) of their wages in recognition of statutory holiday pay.
- (e) Temporary employees shall be entitled to statutory holidays in accordance with the provisions of the Employment Standards Act.

**22. ANNUAL VACATIONS**

**22.1 Spare and Temporary Employees (ANNUAL VACATIONS)**

Vacation pay will be paid on every pay period and will be calculated at six percent (6%) of gross earnings.

**22.2 Regular Employees Employed Less Than Twelve Months**

- (a) Vacation pay will be paid over school break periods and the balance paid at the summer break period. If an employee does not wish to be paid vacation pay for the full break period, the employee may make that request, in writing, prior to the break period.

Vacation pay will be calculated on gross earnings at the following rates:

0-5 years	continuous employment	6 ¼ %
6-13 years	continuous employment	9 ½ %
14-20 years	continuous employment	11 ½ %
21-25 years	continuous employment	13 ½ %
26 + years	continuous employment	15 ½ %

- (b) The rate of vacation pay will be determined by years of continuous service. For the purposes of this Article, years of continuous service shall be calculated using December 31 as the cut-off date for each year. All increment changes will take effect January 1.
- (c) Employees with more than eleven (11) years of continuous employment with the School District will normally take their vacation time during the summer, winter and spring breaks. With the approval of the Secretary Treasurer, which will not be unreasonably denied, employees covered under 22.2 (c) may take vacation during the school year as follows:

12-20 years continuous employment up to 5 days

21-25 years continuous employment up to 10 days

26 + years continuous employment up to 15 days costed to their vacation pay.

Employees will submit their annual vacation request to the supervisor on or before April 1st, each year. Seniority and operational requirements shall be considered in reviewing the requests. Employees will be notified of approval (or non-approval) of their annual vacation request by May 1st, each year.

- (d) Employees shall have the option to have their vacation pay paid on each cheque or on the first pay period in June of each year. Such election shall be made prior to June 30 for implementation in the following school year. Those employees who choose to be paid on each pay cheque will not be paid over the break periods.

### 22.3 Regular Twelve Month Employees

- (a) The rate of vacation pay will be determined by years of continuous service. For the purposes of this Article, years of continuous service shall be calculated using December 31 as the cut-off date for each year. All increment changes will take effect January 1. Vacation pay and entitlements shall be calculated as the greater of the following rates:

0-5 years	continuous employment :	6 ¼ %
6-13 years	continuous employment :	9 ½ %
14-20 years	continuous employment :	11 ½ %
21-25 years	continuous employment :	13 ½ %
26 + years	continuous employment :	15 ½ %

- (b) For the purposes of this Article, years of continuous service will be calculated using the employee's seniority date.
- (c) Employees moving from less than twelve (12) month positions shall be entitled to vacation on a pro-rated basis.
- (d) For planning purposes, annual vacations will normally be scheduled between May 1 and April 30 at a time most convenient to the operation of the School District.

Employees will submit their annual vacation request to the supervisor on or before April 1st, each year. Seniority and operational requirements shall be considered in reviewing the requests. Employees will be notified of approval (or non-approval) of their annual vacation requests by May 1, each year.

- (e) Subject to the operational requirement of the district, with the approval of the Director of Human Resources which shall not be unreasonably denied:
  - (1) Employees with more than eleven (11) years continuous employment may be granted up to five (5) days vacation at anytime during the year.
  - (2) Employees with more than 20 years = 10 days  
Employees with more than 25 years = 15 days
- (f) Employees may, with the prior approval of the immediate supervisor and subject to operational requirements, carry forward up to five (5) vacation days into the next vacation planning year as noted under 22.3.d.

#### **22.4 Seasonal Grounds Positions**

Accrued vacation pay will be paid on the pay period following the commencement of the summer break and at the end of the seasonal position.

### **23. SICK LEAVE PROVISIONS**

#### **23.1 Sick Leave Entitlement**

- (a) All regular and probationary employees shall be entitled to sick leave with pay at the employee's regular rate of pay, accumulative at the rate of one and one-half (1 ½ ) of the employee's work days per month of service. This accumulation shall be calculated and reported in hours.
- (b) In addition to Article 23.1.a, employees, will be entitled to sick leave provisions per the Employment Standards Act.

#### **23.2 Medical Certificate**

Sick leave with pay will only be granted because of sickness, health reasons, or accident. Any employee may be required to provide a medical certificate or proof of other appointment necessitating sick leave.

### **23.3 Sick Leave Accrued**

Any regular or probationary employee may be advised, on application, of the amount of sick leave accrued to their credit.

### **23.4 Notification - Leave/Return**

- (a) All employees are required to notify their immediate supervisor and the board's dispatch service as soon as possible if they are to be absent from work (except for Bus Drivers, who must contact the Transportation Department).
- (b) All employees are required to give their immediate supervisor, as required by each department, notice of their return to work in order to advise replacement staff.

### **23.5 Cancellation of Sick Leave Credits**

Except as provided for in Article 26.3 (Sick Leave Payout), all sick leave credits are cancelled upon termination of employment unless the employee is re-engaged within twenty-four (24) calendar months.

## **24. LEAVES OF ABSENCE**

### **24.1 For Union Business**

- (a) Subject to the operational requirements of the district, permission shall be granted by the Director of Human Resources to representatives of the Union to leave their work during working hours in order to meet with representatives of the Board to carry out their functions under the Collective Agreement with respect to a grievance, attendance at meetings with management staff, participation in negotiations, conciliation, mediation and arbitration. They shall suffer no loss of pay for the time so spent.
- (b) Subject to the operational requirements of the district, permission shall be granted by the Director of Human Resources or their designate to members of the Union to leave their employment temporarily in order to carry on negotiations for the Union with another employer. Such leave shall be granted without pay.
- (c) Subject to the operational requirements of the district, permission may be granted by the Director of Human Resources to representatives of the Union to leave their work during working hours in order to attend to the business of the Union. Such leaves will not be unreasonably denied. Such leave shall be granted without pay.

## **24.2 Union Conventions and Seminars**

### **(a) Union Conventions**

Leave without pay shall be granted to representatives of the Union to attend conventions. Total absences for all employees shall not exceed thirty (30) working days per calendar year to attend Union conventions.

### **(b) Union Seminars**

Leave without pay may be granted to employees who are absent for the purpose of attending union seminars, training and schools. The Union shall give as much notice as possible and it is understood that the number of delegates from one school or department shall not hinder the work to be done. Such leaves will not be unreasonably denied.

## **24.3 Leave for Union Position**

- (a) Leave without pay, from a position with the Board, shall be granted for one (1) term to an employee who is elected to a full-time position with the Union. Upon request, the Board shall grant one (1) extension of the leave without pay. The employee shall continue to be on leave from the original position from which leave was granted.
- (b) Leave without pay, from a position with the Board, shall be granted for up to one (1) year to an employee who is appointed to a full-time position with the Union. Upon request, the Board may grant an extension of the leave without pay. The employee shall continue to be on leave from the original position from which the leave was granted.
- (c) Leave without pay, from a position with the Board, shall be granted for up to three (3) months of the probationary period of a continuing position with the Union.
- (d) Employees returning from leave from a position with the Board shall return to the original position from which the leave was granted.

## **24.4 Secondment for Local Union Position**

Where an employee is seconded to a CUPE Local 3570 position which requires a leave of absence, the leave may be granted. The following guidelines shall apply:

- (a) The leave shall be at no cost to the Board.

- (b) The Board would continue the wages and benefits of the employee and would invoice CUPE Local 3570 for such costs.
- (c) The employee would submit timesheets as directed by the Board.
- (d) The employee would retain full rights and privileges, except as limited by this Article.
- (e) The employee shall receive all postings and notices sent to other CUPE employees.
- (f) The applicant shall have the right to post back into a position at any time, but in so doing, shall terminate the leave of absence.
- (g) The employee, and/or the Union must reapply for this leave on an annual basis.
- (h) At the expiration of the first year's secondment, the employee shall return to the original position from which the leave was granted. At the expiration of any extensions to the secondment, the employee shall return to the original position from which the leave was granted.

#### **24.5 Jury Duty**

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

#### **24.6 Bereavement Leave**

- (a) Up to five (5) regularly scheduled days leave with pay will be granted on compassionate grounds in each case of death in the immediate family. "Immediate family" is defined as parent, parent-in-law, grandparent, grandparent-in-law, grandchild, spouse, brother, sister, child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, former recognized guardian or a child for whom the employee has been the recognized guardian.
- (b) Special consideration may be given by the Director of Human Resources in other cases of bereavement on request for travel time — total not to exceed seven (7) days.

For Indigenous Employees with culturally sensitive ceremonies and memorials, the provisions under Article 24.19 – Cultural Leaves for Indigenous Employees will also apply.



## **24.7 Compassionate Leave**

Up to five (5) days leave with pay per taxation year for compassionate reasons other than those stated in Article 24.6 Bereavement Leave, (including serious illness, accident or funeral) may be granted at the discretion of the Director of Human Resources or designate.

For the life of this agreement, a taxation year is defined as:

Taxation year 2023 – December 25, 2022 to December 22, 2023

Taxation year 2024 – December 24, 2023 to December 21, 2024

Taxation year 2025 – December 22, 2024 to December 20, 2025

## **24.8 Care of Immediate Family**

Employees shall be entitled to a maximum of five (5) days per taxation year with pay to care for the needs, during illness, of their immediate family defined as spouse, parents, grandparents, child, grandchild, former recognized guardian or a child for whom the employee is the recognized guardian.

For the life of this agreement, a taxation year is defined as:

Taxation year 2023 – December 25, 2022 to December 22, 2023

Taxation year 2024 – December 24, 2023 to December 21, 2024

Taxation year 2025 – December 22, 2024 to December 20, 2025

## **24.9 Leave of Absence Without Pay**

The Director of Human Resources may grant a leave of absence without pay to any regular employee requesting such leave for good and sufficient cause, such request to be in writing. An approved leave of absence shall be without loss of seniority.

## **24.10 Pregnancy Leave**

- (a) Upon request, a pregnant employee will be granted unpaid leave for a period of not more than eighteen (18) consecutive weeks or such longer period as mutually agreed between the employee and the Board. Such employee shall also be entitled to Parental Leave pursuant to Article 24.14.
- (b) The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than eleven (11) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date.

- (c) The request to take pregnancy leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and include the probable birth date.
- (d) An employee on commencement of pregnancy leave shall provide the Board with her return to work date.
- (e) The period of pregnancy leave shall about any period of Parental Leave taken under the provisions of Article 24.14.
- (f) Pregnancy leave shall be extended for up to an additional six (6) consecutive weeks or such longer period that ends at a natural break in the school year, for illness of the newborn child(ren) where a doctor's certificate is presented, or for reasons related to the birth or the termination of the pregnancy.

#### **24.11 Early Return and Emergency Situations**

- (a) In the case of an incomplete pregnancy, death of a child or other special situations, an employee may return to work earlier than provided in the agreed-upon leave provided that a minimum of ten (10) working days written notice is given to the Board.
- (b) The employee intending to make an early return to work will submit a written application together with a medical certificate stating that the employee is fit to return to work.

#### **24.12 Adoption Leave**

- (a) Upon request, an employee shall be granted an unpaid leave of absence for up to eighteen (18) weeks following the adoption of a child. The employee shall furnish proof of adoption. Such employee shall also be entitled to Parental Leave pursuant to Article 24.14.
- (b) When both parents are employees of the Board, the total period of adoption leave to be taken by either or both parents is eighteen (18) weeks. Leave shall only be granted to one (1) employee parent at a time. The parents shall decide the periods which either or both of them will take the leave subject to the agreement of the Board.

#### **24.13 Supplemental Unemployment Benefits Plan**

- (a) The Board and the Union will enter into a Supplementary Unemployment Benefits (SUB) Plan.
- (b) Benefits under this Plan shall not be payable until the SUB Plan is registered with Canada Employment and Immigration (EI).

- (c) A regular or probationary employee who is in a continuing position is only eligible to receive benefits under the Supplementary Unemployment Benefits Plan if the employee has applied for and is in receipt of EI benefits. Payments for the employee portion of employee benefits shall be made by postdated cheques.
- (d) Benefits under the SUB Plan shall be:  
  
where the employee is eligible to receive EI maternity benefits or parental benefits for adoption, ninety-five (95) percent of the employee's current salary for the first two (2) weeks of the leave, and the difference between seventy-five (75) percent of the employee's current salary and the amount of the EI maternity benefits or parental benefits for adoption received by the employee for a further period of fifteen (15) weeks.
- (e) Payable only during the employee's working year.

#### **24.14 Parental Leave**

An employee who requests Parental Leave shall be entitled to up to twelve (12) consecutive weeks of unpaid leave:

- (a) For a birth mother immediately after the end of the pregnancy leave unless the employee and the Board agreed otherwise,
- (b) For a birth father, after the child's birth and within fifty-two (52) weeks after that event, and,
- (c) For an adopting parent within fifty-two (52) weeks after the child is placed with the parent.
- (d) Where both parents are employees of the Board, the employees shall determine the apportionment of Parental Leave between them subject to the agreement of the Board. The total Parental Leave when shared between both parents shall not exceed twelve (12) weeks.
- (e) The request to take Parental Leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and be accompanied by:
  - (1) A certificate of a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren); or
  - (2) A letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).

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

#### **24.15 Annual Leave**

The services of an employee who is on a pregnancy, adoption or parental leave are deemed continuous for the purposes of calculating annual vacation entitlement and any pension, medical or other plan beneficial to the employee.

#### **24.16 Extended Maternity Leave**

- (a) Upon written request at least ten (10) working days prior to the expiration of pregnancy leave and/or parental leave, an additional leave of absence without pay and without loss of seniority shall be granted to a maximum of twelve (12) months.
- (b) The employee may maintain health and employee benefits in accordance with the respective plans if the employee so wishes by payment of the costs of such benefits by the employee.
- (c) The employee returning to work after extended maternity leave shall provide the Board with at least ten (10) working days notice.
- (d) On return from extended maternity leave, the employee shall return to the position previously held by the employee.

#### **24.17 Return From Leaves**

- (a) Unless otherwise specified, an employee returning from leave shall be reinstated to the position previously occupied by the employee.
- (b) The employee shall be entitled to exercise their rights in the Collective Agreement during a leave of absence as qualified in this Article.
- (c) If the employee's position is affected by a layoff or an increase in hours during leave, the provisions of this Collective Agreement shall be exercised ten (10) working days prior to the end of the leave.
- (d) An employee on leave may apply for a posting if prepared to terminate the leave to begin the posted position, if their application is successful.
- (e) An employee intending to return to work after a leave of an unspecified duration shall provide the Board with ten (10) working days notice of their intent to return to work.

## **24.18 Self-Funded Leave Plan**

The Board shall administer a deferred salary leave plan subject to any relevant provincial or federal legislation.

## **24.19 Cultural Leaves for Indigenous Employees**

1. 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.
2. 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. Such leave shall not be unreasonably withheld.

## **25. PAYMENT OF WAGES AND ALLOWANCES**

### **25.1 Wages Paid**

Wages paid shall be in accordance with Schedule A attached hereto and forming part of this Agreement. The indication of a job and accompanying wage rate in the wage schedule shall not necessarily bind the Board to create or fill such position.

### **25.2 Pay Period Method**

- (a) Each pay period shall be of two (2) weeks duration. Payment of wages and allowances shall be made the Friday following the end of the pay period. Each employee shall receive an itemized statement of wages and deductions.
- (b) Employees hired after July 1, 1990, shall receive payment by bank deposit.

## **26. RETIREMENT BENEFITS**

### **26.1 Vacation Payout**

On termination of employment, an employee will be paid the balance of any unused vacation pay accrued to their benefit.

## **26.2 Severance Pay**

After having completed ten (10) years or more continuous service with the Board, employees shall be granted severance pay amounting to one (1) month's pay upon retirement or upon severance other than dismissal with cause.

## **26.3 Sick Leave Payout**

- (a) A regular employee with less than fifteen (15) years of service and having accrued sick leave to their credit shall, on retirement or severance for other than dismissal with cause, receive a payout of accrued sick leave up to a maximum of sixty (60) days.
- (b) A regular employee with fifteen (15) or more years of service and having accrued sick leave to their credit shall, on retirement or severance for other than dismissal with cause, receive a payout of accrued sick leave up to a maximum of ninety (90) days.
- (c) In the event of death before retirement or severance, any payout of accrued sick leave shall be paid to their surviving spouse or estate.

For the purposes of this Article, years of continuous service will be calculated using the employee's seniority date as per Article 22.2(b) (Annual Vacations).

## **27. JOB CLASSIFICATION AND RECLASSIFICATION**

### **27.1 Job Descriptions**

The Board will finalize, in consultation with the Union, job descriptions for all positions for which the Union is bargaining agent. These job descriptions shall become the recognized job descriptions. If the Union does not agree with the job description approved by the Board or if the parties are unable to agree on the rate of pay for the job description in question within thirty (30) working days, the matter shall be referred to the grievance procedure.

### **27.2 Changes in Classification**

Whenever the Board finalizes, in consultation with the Union, a new job description or creates or changes the duties of a job, the rates of pay shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on the classification and/or rate of pay for the job in question the dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

### **27.3 Posting of Changes in Classification**

When a position is reclassified, it shall be posted as per Article 16.

As job descriptions are finalized they shall be added/amended in Schedules A and B and form part of the Collective Agreement.

## **28. EMPLOYEE BENEFITS**

Employee benefits will be shared on the following basis:

### **28.1 Medical Coverage**

The Provincial Medical Services Plan will be available to regular and probationary employees and dependants. Premiums will be paid one hundred percent (100%) by the Board.

### **28.2 Workers' Compensation**

- (a) A regular or probationary employee injured during the course of employment with the Board will, if the employee chooses to, receive a top-up from the employee's accumulated sick time. The top-up shall be used to maintain the employee at full wages.
- (b) Prior to an employee participating in a graduated return to work program with the Workers' Compensation Board, the Board and the Union will meet to discuss the terms and conditions applicable to the employee.

### **28.3 Group Life**

All regular and probationary employees will participate in a mutually acceptable Group Insurance Plan of one hundred thousand dollars (\$100,000) Accidental Death and Dismemberment (AD & D) and premiums will be borne fully by the Board. The Board will make optional dependents/spouse life and AD & D available to regular and probationary employees to be paid for fully by the employee.

### **28.4 Extended Health Benefits**

Extended Health Benefits will be provided at no cost to regular and probationary employees. The Employment Insurance Premium Reduction Program will be used to reduce the cost of the premiums to the employer.

## 28.5 Dental Plan

- (a) A mutually acceptable Dental Plan shall be implemented effective January 1, 1988. The Plan shall include the following:
  - (1) Prosthetic appliances, Crown and Bridge procedures.
  - (2) Basic Dental Services, including diagnostic, preventative, surgical, restorative, prosthetic, endodontic and periodonic services.
  - (3) Orthodontics.
- (b) Premiums shall be paid one hundred percent (100%) by the Board.
- (c) Employees not enrolling in the plan when first eligible or who withdraw from the plan, shall not be eligible to join at a later date unless:
  - (1) They have been covered on another acceptable plan and lose their eligibility under that plan, or
  - (2) They submit written evidence from their dentist certifying that they and their dependents do not require basic dental services, prosthetics, crown and bridge procedures, or orthodontic work. Where this certification is provided, a six (6) month waiting period shall apply from the first day of the month following that on which the certificate is filed with the Board. During this six (6) month period, premiums will be shared by the Board and the employee, but no work during this six (6) month period shall be paid for by the plan.
- (d) Effective January 1, 1988, enrollment in the plan shall be a condition of employment, excluding employees presently employed so long as that employment is continuous and uninterrupted.
- (e) The Dental Plan shall specify that:
  - (1) Parents or grandparents are not considered eligible as dependents.
  - (2) Where an employee and spouse are both employed by the Board, only one needs to be enrolled, and the other may be a dependent.
- (f) The rate classifications shall be :
  - (1) Single
  - (2) Married
  - (3) Family



## **28.6 Eyewear Benefit**

Eyewear benefits for regular and probationary employees and their dependents are defined under the Provincial Standardized Extended Health Care Plan.

## **28.7 Long Term Disability**

The Board will pay one hundred percent (100%) of the premium cost of a Long Term Disability Plan for all eligible employees providing for sixty-six and two thirds percent (66 2/3%) of salary to a maximum benefit of three thousand dollars (\$3,000) per month after a seventeen (17) week elimination period.

## **28.8 Employee and Family Assistance Plan**

- (a) All regular and probationary employees shall, as a condition of employment, be enrolled in the Employee and Family Assistance Program (EFAP).
- (b) The premium for the EFAP will be shared equally by the employee and the Board.

## **28.9 Benefits During Break in Employment**

To maintain benefits during their break in employment, regular employees working less than twelve (12) months shall pay their portion of their premiums prior to the break period.

## **28.10 Benefits While on Leave of Absence Without Pay**

Excluding pregnancy leave, as enumerated in Article 24 (Leaves of Absence), adoption leave for the first eighteen (18) weeks, parental leave for the first twelve (12) weeks, or for the first six (6) months of the receipt of WCB or LTD payments including Employment Insurance if applicable, an employee who requests a Leave of Absence Without Pay for more than thirty (30) calendar days shall be wholly responsible for the premiums of the employee benefit plans. For the excluded leaves noted above, the benefit premiums will continue to be cost shared, where applicable, between the employee and the Board.

## **28.11 Benefits in Lieu for Spare Employees**

Spare employees will receive four percent (4%) of their wages in lieu of employee benefits.

## **28.12 Jointly Trusteed Benefits Trust**

- (a) The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article with the PEBT.

- (b) The Parties have further agreed to participate in the government funded "Core" long term disability plan and the Joint Early Intervention Service (JETS) provided through the PEBT.

## **29. OCCUPATIONAL HEALTH AND SAFETY**

### **29.1 District Safety Committee**

The Union shall appoint up to five (5) members from a range of departments to the School District Safety Committee. The Committee shall meet at least monthly. The Chair of the Committee shall rotate annually amongst the Board, the Mount Arrowsmith Teachers' Association and the Union.

### **29.2 Health and Safety Standards**

- (a) The Board agrees to maintain standards of health and safety in the workplace which meet, or exceed, the standards for the industry in which the members of the bargaining unit work.
- (b) Matters that give rise to concern for the health and safety of employees shall be channeled through the immediate supervisor.
- (c) Failure to resolve the concern at the supervisory level will result in the matter being referred to the District Occupational Health and Safety Committee for its recommendations.
- (d) If the District Occupational Health and Safety Committee recommendations are not acceptable, the employee may exercise their rights under Article 12 (Grievance Procedure).
- (e) The employer recognizes that everyone has a role to play in workplace safety. WorkSafe BC regulations set out the roles of both employers and workers. The employer will have a process for developing safety plans that will be inclusive of employee consultation, where a safety plan is required or an existing safety plan requires updating.

Where any safety plan is in place, employees will be provided with the safety plan for review prior to beginning the work.

### **29.3 Right to Refuse Unsafe Work**

No employee shall be disciplined for refusal to work on a job or handle equipment which the employee has reason to believe is unsafe.

## **29.4 Committee Investigation and Report**

The Site-Based Safety Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury, in compliance with Workers' Compensation Board regulations.

## **30. TECHNOLOGICAL AND OTHER CHANGES**

### **30.1 Definition**

Technological change shall mean:

- (a) the introduction by the Board of equipment or material of a different nature or kind than that previously used by the Board; or
- (b) a change in the manner, method or procedure in which the Board carries on its work that is related to the introduction of this equipment or material;
- (c) but does not include layoffs resulting from a decrease in the amount of work to be done.

### **30.2 Notice**

The Board shall give as much notice as possible to the Union in order to discuss proposed technological changes.

### **30.3 Training**

Employees shall be offered the necessary training to learn the new methods of operations. An employee who refused the offered training shall be laid off in accordance with Article 17.

### **30.4 Retraining**

If retraining is necessary to enable the employee to meet the job requirements of another job classification, the employee shall be offered the necessary training.

### **30.5 Employment Status and Earnings Protection**

In the event of a technological change, the employment status and earnings of an employee shall be protected as follows:

- (a) If an employee's position is reduced or eliminated because of a technological change, the employee shall be entitled to their regular wages for a period of one (1) year from the date of reduction or elimination of their position.

- (b) Employees are required to bid on postings in their job classification and may bid on postings in other job classifications. Failure to bid on a posting in the employee's job classification terminates the rights under this article and a lay-off notice shall be issued.
- (c) Employees posting into a position which does not equal or exceed the compensation in the eliminated or reduced position shall have the right to equal compensation as the employee would have received if the reduction or elimination had not taken place. Employees may be assigned other work in their job classification to maintain their hours or wages.
- (d) If an employee has not successfully bid into a position within one (1) year whereby classification, hours and wages are maintained or exceeded, the employee shall be laid off. An employee has the option to remain in the position posted into rather than exercise the rights under Article 17 when given the layoff notice.
- (e) Any subsequent layoffs arising from the employee exercising their rights under Article 17 shall not be eligible for rights under Article 30.

### **30.6 Reduction of the Workforce**

If a reduction in the workforce is necessary, it will be done by attrition.

### **30.7 Health and Safety Related to Technology and Equipment**

Technology or equipment that results in an employee requiring specialized equipment or training to carry out their duties related to the technology or equipment, will be paid for by the board.

With respect to Article 30.7 (Health and Safety Related to Technology and Equipment), the provisions under Article 30.3 (Training) and Article 30.4 (Retraining) will also apply.

## **31. JOB SECURITY**

### **31.1 Change of Methods**

In order to provide job security for the members of the bargaining unit, the Board will make every effort to secure the retention of the employees affected in the event of any change of the method or type of operation.

## **31.2 Contracting Out**

The Board agrees that, prior to contracting out services normally performed by regular or probationary employees within the bargaining unit, the Union shall be given assurance that the employees shall not lose time, wages, or jobs as a result. In the event there is a disagreement over the foregoing, there will be no contracting out until the matter is fully processed through the grievance procedure and, failing resolution, shall be finalized by the arbitration procedure.

## **32. AMALGAMATION OR MERGER**

In the event that the School District is amalgamated, regionalized or merges with any body, the Board will attempt to ensure that the new district and/or region will implement the provisions of the Collective Agreement, unless the terms of any Agreement which the merging district and/or region has are superior to the working conditions in the current Collective Agreement. In such case, the Board will attempt to ensure that the conditions of the merging Agreement apply. The Board will also attempt to ensure that the seniority rights of employees will be protected at the time the merger occurs by attempting to ensure that the employees' seniority is integrated with the employees of the new district or region.

## **33. INDEMNIFICATION**

- 33.1** The Board shall indemnify an employee of the Board against a claim for damages against an employee of the Board arising out of performance of their duties, or where an injury under Part 2 of the Inquiry Act or other proceeding involves the administration and conduct of the business of the school district and the Board shall pay legal costs incurred in proceedings arising out of the claim or injury or other proceeding.
- 33.2** The Board shall, by an affirmative vote of not less than two-thirds (2/3) of all its members, pay any sum required to indemnify an employee of the Board where a prosecution arises out of the performance of their School Board duties, and costs necessarily incurred, but the Board shall not pay a fine imposed on an employee as a result of their conviction.
- 33.3** The Board shall not seek indemnity against an employee of the Board in respect of any action of the employee that results in a claim for damages against the Board, but the Board may seek indemnity against an employee where the claim for damages arises out of the gross negligence of the employee, or against an employee where, in relation to the action that gave rise to the claim for damages

against an employee, the employee willfully acted contrary to the terms of their employment, or an order of a superior.

## **34. GENERAL CONDITIONS**

### **34.1 Medical Examinations**

The Board reserves the right to require employees on staff to produce a certificate of medical fitness. In such cases, the Board will bear the cost of required examinations.

### **34.2 Hand Tools**

All maintenance trades people and mechanics shall supply and maintain their own hand tools.

### **34.3 Safety Footwear Allowance:**

The employer agrees to provide an allowance for regular employees to a maximum of two hundred and fifty dollars (\$250.00) every two (2) years towards the purchase of a new pair of CSA or ULC footwear, where such footwear is required by Worksafe Regulations. It is agreed that the allowance will be payable upon proof of purchase.

### **34.4 First Aid**

- (a) Each work site shall have a designated First Aid person. This person shall have a current first aid certificate consistent with the requirements of the Workers' Compensation Board.
- (b) Employees designated as a First Aid Attendant by the Board shall be paid as follows:

Level 1	Forty cents (\$0.40) per hour
Level 2	Fifty cents (\$0.50) per hour
- (c) The Board shall pay all first aid training course fees.
- (d) An employee who agrees to be a designated Level 3 First Aid Attendant will receive the Level 3 First Aid Training during working hours and shall be paid for all time so spent.
- (e) Any employee with a valid Level 3 certificate shall be paid eighty cents (\$0.80) per hour where the employee is the Designated Level 3 First Aid Attendant.

### **34.5 Reporting of Violations**

No employee shall be dismissed, disciplined, penalized or intimidated as a result of reporting any alleged violations to the Board or to another agency, providing the Board is notified of the alleged violation first.

### **34.6 Personnel Files**

- (a) An employee shall have the right to have access to and review their personnel file.
- (b) An appropriate Board official shall be present when an employee reviews their personnel file. The employee may be accompanied by an individual of their choosing.
- (c) No information from the employee's file may be introduced as evidence in any disciplinary process if the employee was not advised at the time the information was filed.
- (d) An employee may request a copy of any material contained in their personnel file.
- (e) An employee shall have the right to submit a written comment(s) on any disciplinary letter contained in their personnel file, within thirty (30) working days of the date on the Board's disciplinary letter. Such comment(s) and any supporting documentation the employee submits, will be attached to and filed with the disciplinary letter filed in the employee's file.
- (f) An employee may request to have any disciplinary letter removed from their personnel file after a two (2) year period. Removal of this disciplinary letter will be at the sole discretion of the Secretary Treasurer, or designate.

## **35. PRESENT CONDITIONS AND BENEFITS**

Normal working conditions presently in effect shall continue for the duration of this Agreement so long as they are not abused.

## **36. COST OF LIVING ADJUSTMENT**

The Cost of Living Adjustment is frozen effective September 30, 1995, such Article to

be reactivated only by mutual agreement of both parties, no conditions attached.

- 36.1** The Board will increase the wage rates every six (6) months by a percentage equivalent to the average percentage increase of the Canada and Vancouver Consumer Price Indexes.
- 36.2** The wage rates shall be increased at the beginning of the pay period commencing the closest to October 1st for the average increase measured from January 1st to June 30th of that year. The wage rates shall be increased at the beginning of the pay period commencing the closest to April 1st for the average increase measured from July 1st to December 31st of the previous year.
- 36.3** The percentage increase will only be applicable to the base hourly rates of the wage schedule.
- 36.4** No increase in wages will be implemented if the average Consumer Price Indexes decrease; however, the measurement period for future adjustments will be extended to include any previous periods of declining Consumer Price Indexes.

## **37. PROFESSIONAL DEVELOPMENT**

### **37.1 Funding**

A professional development fund shall be established with regular and probationary employees contributing seven dollars (\$7.00) annually and the Board contributing twenty-one dollars (\$21.00) annually for each regular and probationary employee as at October 15th and such funds shall be remitted to the Union by November 15th.

### **37.2 Professional Development Days**

Two (2) professional development days shall be approved by the Board per school year. The Board and the Union agree that Professional Development activities covered by this Article are intended to promote and foster the professional development of staff defined as continuing education and training that help employees develop new skills and stay up-to-date with current trends relevant to their professional work.

The IT Technician(s) will be required to take part in continuing professional education and development. The district will prepare an annual professional development plan in consultation with the IT Technician(s). The IT Technician(s) will not normally be required to participate on the two designated CUPE Professional Development Days but will receive two days equivalent Professional Development on different days as approved by the CUPE Professional Development Committee. It is understood that this provision is only applicable to



the IT Technician(s) position and does not have precedential value for other positions.

### **37.3 Seminar Arrangements**

The Union shall be responsible for arranging Professional Development seminars.

### **37.4 Attendance**

- (a) Professional development seminars shall be attended by all regular, temporary and probationary employees who will receive their regular wages.
- (b) Laid off and spare employees shall be entitled to attend professional development seminars without pay. Laid off and spare employees attending professional development seminars will be paid if:
  - (1) The laid off or spare employee has been appointed to a temporary vacancy, or a spare employee dispatched or scheduled less than thirty (30) working days, which falls within the Professional Development Day, or
  - (2) The laid off or spare employee is registered in a session which is specific to their job classification that is necessary, or
  - (3) Attendance is approved or required by the immediate supervisor, in writing,
  - (4) The laid off or spare employee who meets one of the above points must pay seven dollars (\$7.00) as their portion of the pro-d fund.

## **38. TRAINING**

### **38.1 Required Training**

An employee may be required to take training to update or upgrade skills or learn new skills pertinent to the employee's position. Where the Board requires an employee to take such training, the following conditions shall apply:

- (a) An employee shall be given reasonable notice of such required training.
- (b) The Board shall pay related expenses in accordance with Board policy.

- (c) Where an employee is required to be out of district overnight, the employee shall be paid for two (2) hours at their regular rate of pay in addition to one-fifth (1/5) of the defined work week for the employee's job classification.
- (d) Where an employee is not required to be out of district overnight, the employee shall be paid for actual time in attendance at the training session or their regular hours of work, whichever is greater.
- (e) Where practical, the employee shall return to work for completion of the employee's regular shift.

### **38.2 Training Opportunity**

Where the Board offers an employee the opportunity to take training the conditions of Article 38.1 (Required Training) shall apply with the exception that the premium rate in Article 38.1(c) does not apply.

### **38.3 Employee Requests for Training**

- (a) An employee may request Board assistance for training. Such requests must be made in writing to the immediate supervisor prior to commencement of training.
- (b) Reimbursement of approved course fees shall be contingent on successful completion of the course.

### **38.4 Medical Procedures**

- (a) An employee designated to perform routine medical and personal care procedures shall be given child-specific training by appropriate professional health care personnel, to the satisfaction of the employee and the professional health care personnel. A record of such training shall be maintained by the Board.
- (b) There shall be ongoing re-evaluation of the training, and updates provided as required. The procedures trained for shall be in accordance with the Inter-Ministerial Protocols and any updates thereto.
- (c) There shall be a trained alternate.
- (d) All costs associated with the above noted training are covered in Article 38.1 (Required Training).
- (e) All training shall be recorded and conducted in accordance with the Workers' Compensation Board regulation and any other applicable regulations.

### **38.5 Non Violent / Crisis Prevention Techniques**

An employee who currently works with a student where crisis prevention techniques are required, shall be given specific training in crisis prevention techniques by appropriate personnel in accordance with the Workers' Compensation Board regulation and any other applicable regulations.

### **39. TERM OF AGREEMENT**

This Agreement shall be binding and remain in full force and effect from the first (1st) day of July, 2022, to the thirtieth (30th) day of June 30, 2025, and shall continue from year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

SIGNED for Board of Education  
Public School District No. 69 (Qualicum)

SIGNED for Canadian Union of  
Employees, Local 3570

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY TREASURER

\_\_\_\_\_  
SECRETARY

## **Schedule A - Wages & Allowances**

Position	1-Jul-22	1-Jul-23	1-Jul-24
	\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
Accounting Clerk	\$ 31.17	\$ 33.27	\$ 33.94
Admin. Assistant - District	\$ 36.39	\$ 38.85	\$ 39.63
Admin. Assistant - HR	\$ 33.41	\$ 35.67	\$ 36.38
Admin. Assistant - Operations	\$ 32.26	\$ 34.44	\$ 35.13
Bus Driver	\$ 31.31	\$ 33.42	\$ 34.09
Bus Driver-Spare	\$ 31.31	\$ 33.42	\$ 34.09
Career Centre Assistant	\$ 31.17	\$ 33.27	\$ 33.94
Carpenter	\$ 37.88	\$ 40.44	\$ 41.25
Child & Youth Care Worker	\$ 34.46	\$ 36.79	\$ 37.53
Clerk Receptionist	\$ 30.47	\$ 32.53	\$ 33.18
Clerk Spare - Library	\$ 28.83	\$ 30.78	\$ 31.40
Clerk Spare - Secretary	\$ 29.10	\$ 31.06	\$ 31.68
Custodian	\$ 30.47	\$ 32.53	\$ 33.18
Dispatch Clerk	\$ 31.17	\$ 33.27	\$ 33.94
Drug & Alcohol Support Worker	\$ 34.46	\$ 36.79	\$ 37.53
Education Assistant - Learning Services	\$ 32.45	\$ 34.64	\$ 35.33
Education Assistant - Special Services	\$ 33.17	\$ 35.41	\$ 36.12
Electrician	\$ 37.88	\$ 40.44	\$ 41.25
False Bay School Clerk Secretary	\$ 29.10	\$ 31.06	\$ 31.69
Groundskeeper 1	\$ 29.46	\$ 31.45	\$ 32.08
Groundskeeper 2	\$ 32.45	\$ 34.64	\$ 35.33
Heavy Duty Mechanic	\$ 37.88	\$ 40.44	\$ 41.25
Indigenous Home School Liaison Worker	\$ 34.46	\$ 36.79	\$ 37.53
Information Technology Technician - Level II**	\$ 34.46	\$ 36.79	\$ 37.53
Labourer	\$ 27.06	\$ 28.89	\$ 29.47
Library Clerk	\$ 28.83	\$ 30.78	\$ 31.40
Library Technician	\$ 29.38	\$ 31.36	\$ 31.99
Maintenance - False Bay School	\$ 29.46	\$ 31.45	\$ 32.08
Noon Hour Supervisor	\$ 28.23	\$ 30.14	\$ 30.74
Painter/Glazer	\$ 37.88	\$ 40.44	\$ 41.25
Payroll Clerk	\$ 32.45	\$ 34.64	\$ 35.33
Plumber/Gasfitter	\$ 37.88	\$ 40.44	\$ 41.25
Responsible Adult	\$ 28.23	\$ 30.14	\$ 30.74
Registered Visual Language Interpreter	\$ 46.00	\$ 49.11	\$ 50.09
School Office Accounts Clerk	\$ 32.37	\$ 34.55	\$ 35.24

Position	1-Jul-22	1-Jul-23	1-Jul-24
	\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
School Secretary	\$ 32.37	\$ 34.55	\$ 35.24
Secretary - International Programs	\$ 30.88	\$ 32.96	\$ 33.62
Secretary - Student Support Services	\$ 30.68	\$ 32.75	\$ 33.41
Senior Payroll Clerk**	\$ 34.46	\$ 36.79	\$ 37.53
SIS Support Analyst	\$ 32.37	\$ 34.55	\$ 35.24
Tour Operator/Rec Guide	\$ 35.25	\$ 37.63	\$ 38.38
Transportation Team Lead	\$ 33.18	\$ 35.42	\$ 36.13

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

\*\* effective February 1, 2023 classification (position) subject to an additional \$2.00/hour labour market adjustment (LMA).

## **Wage Allowances**

### **Shift Allowance**

Employees who work an afternoon shift of six (6) hours or more shall be paid the following shift differential for all hours worked on that shift:

- Thirty-five cents (\$0.35) per hour

### **Lead Hands**

Employees designated as Lead Hands shall receive the following allowance:

- Two dollars and fifty cents (\$2.50) per hour

### **Foreperson Allowance**

Employees designated as a Foreperson shall receive the following allowance:

- Three dollars and fifty cents (\$3.50) per hour

### **First Aid Allowance**

Employees designated as a First Aid Attendant by the Board shall be paid as follows:

- Level 1                forty cents (\$0.40) per hour
- Level 2                fifty cents (\$0.50) per hour
- Level 3                eighty cents (\$0.80) per hour

**Schedule B**

**JOB DESCRIPTIONS/CLASSIFICATIONS**

School District 69 (Qualicum)  
Canadian Union of Public Employees (Local 3570)

**ACTIVE JOB DESCRIPTIONS/CLASSIFICATIONS**

Job Group	Job Number	Job Name
1000 Clerical	1020	Dispatch Clerk
	1030	Clerical Spare
	1040	Clerk Receptionist
	1043	False Bay School Clerk/Secretary
	1050	Library Clerk
	1060	Library Technician
	1070	Payroll Clerk
	1071	Senior Payroll Clerk
	1090	School Secretary
	1091	School Accounts Clerk
	1092	School Office Assistant
	1093	Career Centre Assistant
	1120	Secretary – International Programs
	1125	Secretary – Learning Services and Indigenous Education
	11**	Administrative Assistant – District
	11**	Administrative Assistant – Human Resources
11**	Administrative Assistant - Operations	
2000 Custodial	2010	Custodian
3000 Maintenance	3010	Carpenter
	3030	Electrician
	3050	Groundskeeper I
	3060	Groundskeeper II
	3080	Labourer
	3090	Maintenance - False Bay School
	3110	Painter/Glazier
	3120	Plumber/Gasfitter
4000 Student Support Services	4020	Child & Youth Care Worker
	4025	Drug and Alcohol Support Worker
	4030	Indigenous Liaison Worker
	4040	Noon Hour Supervisor
	4050	Education Assistant/ Learning Services
	4060	Education Assistant /Specialized Services

Job Group	Job Number	Job Name
	40**	Registered Visual Language Interpreter
	40**	Responsible Adult
5000 Transportation	5010	Bus Driver
	5030	Heavy Duty Mechanic
	5070	Tour Operator/Recreational Guide
	50**	Transportation Team Lead
6000 IT Services	6020	Student Information System Support Analyst
	6045	Information Technology Technician Level I – To be developed
	6050	Information Technology Technician Level II

\* Rate of pay and job description pending approval by Joint Pay Equity Committee

## SCHEDULE C - VACATION

The following Vacation Entitlement Schedule is applicable to twelve (12) month employees only. Vacation entitlements for employees who work less than twelve (12) months are pro-rated utilizing the following formula:

Vacation entitlement divided by 12 months x number of months employed = individual entitlement.

### VACATION ENTITLEMENT FOR 2022, 2023, 2024, 2025

Year of Seniority Date	Credited with Years of Service	Vacation Entitlement	Vacation Pay Entitlement	Credited with Years of Service	Vacation Entitlement	Vacation Pay Entitlement	Credited with Years of Service	Vacation Entitlement	Vacation Pay Entitlement	Credited with Years of Service	Vacation Entitlement	Vacation Pay Entitlement
	2022			2023			2024			2025		
1987	36	35	14 <sup>1</sup> / <sub>2</sub>	37	37	15 <sup>1</sup> / <sub>2</sub>	38	37	15 <sup>1</sup> / <sub>2</sub>	39	37	15 <sup>1</sup> / <sub>2</sub>
1988	35	35	14 <sup>1</sup> / <sub>2</sub>	36	37	15 <sup>1</sup> / <sub>2</sub>	37	37	15 <sup>1</sup> / <sub>2</sub>	38	37	15 <sup>1</sup> / <sub>2</sub>
1989	34	35	14 <sup>1</sup> / <sub>2</sub>	35	37	15 <sup>1</sup> / <sub>2</sub>	36	37	15 <sup>1</sup> / <sub>2</sub>	37	37	15 <sup>1</sup> / <sub>2</sub>
1990	33	35	14 <sup>1</sup> / <sub>2</sub>	34	37	15 <sup>1</sup> / <sub>2</sub>	35	37	15 <sup>1</sup> / <sub>2</sub>	36	37	15 <sup>1</sup> / <sub>2</sub>
1991	32	35	14 <sup>1</sup> / <sub>2</sub>	33	37	15 <sup>1</sup> / <sub>2</sub>	34	37	15 <sup>1</sup> / <sub>2</sub>	35	37	15 <sup>1</sup> / <sub>2</sub>
1992	31	35	14 <sup>1</sup> / <sub>2</sub>	32	37	15 <sup>1</sup> / <sub>2</sub>	33	37	15 <sup>1</sup> / <sub>2</sub>	34	37	15 <sup>1</sup> / <sub>2</sub>
1993	30	35	14 <sup>1</sup> / <sub>2</sub>	31	37	15 <sup>1</sup> / <sub>2</sub>	32	37	15 <sup>1</sup> / <sub>2</sub>	33	37	15 <sup>1</sup> / <sub>2</sub>
1994	29	35	14 <sup>1</sup> / <sub>2</sub>	30	37	15 <sup>1</sup> / <sub>2</sub>	31	37	15 <sup>1</sup> / <sub>2</sub>	32	37	15 <sup>1</sup> / <sub>2</sub>
1995	28	35	14 <sup>1</sup> / <sub>2</sub>	29	37	15 <sup>1</sup> / <sub>2</sub>	30	37	15 <sup>1</sup> / <sub>2</sub>	31	37	15 <sup>1</sup> / <sub>2</sub>
1996	27	35	14 <sup>1</sup> / <sub>2</sub>	28	37	15 <sup>1</sup> / <sub>2</sub>	29	37	15 <sup>1</sup> / <sub>2</sub>	30	37	15 <sup>1</sup> / <sub>2</sub>
1997	26	35	14 <sup>1</sup> / <sub>2</sub>	27	37	15 <sup>1</sup> / <sub>2</sub>	28	37	15 <sup>1</sup> / <sub>2</sub>	29	37	15 <sup>1</sup> / <sub>2</sub>
1998	25	30	12 <sup>1</sup> / <sub>2</sub>	26	37	15 <sup>1</sup> / <sub>2</sub>	27	37	15 <sup>1</sup> / <sub>2</sub>	28	37	15 <sup>1</sup> / <sub>2</sub>
1999	24	30	12 <sup>1</sup> / <sub>2</sub>	25	32	13 <sup>1</sup> / <sub>2</sub>	26	37	15 <sup>1</sup> / <sub>2</sub>	27	37	15 <sup>1</sup> / <sub>2</sub>
2000	23	30	12 <sup>1</sup> / <sub>2</sub>	24	32	13 <sup>1</sup> / <sub>2</sub>	25	32	13 <sup>1</sup> / <sub>2</sub>	26	37	15 <sup>1</sup> / <sub>2</sub>
2001	22	30	12 <sup>1</sup> / <sub>2</sub>	23	32	13 <sup>1</sup> / <sub>2</sub>	24	32	13 <sup>1</sup> / <sub>2</sub>	25	32	13 <sup>1</sup> / <sub>2</sub>
2002	21	30	12 <sup>1</sup> / <sub>2</sub>	22	32	13 <sup>1</sup> / <sub>2</sub>	23	32	13 <sup>1</sup> / <sub>2</sub>	24	32	13 <sup>1</sup> / <sub>2</sub>
2003	20	25	10 <sup>1</sup> / <sub>2</sub>	21	32	13 <sup>1</sup> / <sub>2</sub>	22	32	13 <sup>1</sup> / <sub>2</sub>	23	32	13 <sup>1</sup> / <sub>2</sub>
2004	19	25	10 <sup>1</sup> / <sub>2</sub>	20	27	11 <sup>1</sup> / <sub>2</sub>	21	32	13 <sup>1</sup> / <sub>2</sub>	22	32	13 <sup>1</sup> / <sub>2</sub>
2005	18	25	10 <sup>1</sup> / <sub>2</sub>	19	27	11 <sup>1</sup> / <sub>2</sub>	20	27	11 <sup>1</sup> / <sub>2</sub>	21	32	13 <sup>1</sup> / <sub>2</sub>
2006	17	25	10 <sup>1</sup> / <sub>2</sub>	18	27	11 <sup>1</sup> / <sub>2</sub>	19	27	11 <sup>1</sup> / <sub>2</sub>	20	27	11 <sup>1</sup> / <sub>2</sub>
2007	16	25	10 <sup>1</sup> / <sub>2</sub>	17	27	11 <sup>1</sup> / <sub>2</sub>	18	27	11 <sup>1</sup> / <sub>2</sub>	19	27	11 <sup>1</sup> / <sub>2</sub>
2008	15	25	10 <sup>1</sup> / <sub>2</sub>	16	27	11 <sup>1</sup> / <sub>2</sub>	17	27	11 <sup>1</sup> / <sub>2</sub>	18	27	11 <sup>1</sup> / <sub>2</sub>
2009	14	25	10 <sup>1</sup> / <sub>2</sub>	15	27	11 <sup>1</sup> / <sub>2</sub>	16	27	11 <sup>1</sup> / <sub>2</sub>	17	27	11 <sup>1</sup> / <sub>2</sub>
2010	13	20	8 <sup>1</sup> / <sub>2</sub>	14	27	11 <sup>1</sup> / <sub>2</sub>	15	27	11 <sup>1</sup> / <sub>2</sub>	16	27	11 <sup>1</sup> / <sub>2</sub>
2011	12	20	8 <sup>1</sup> / <sub>2</sub>	13	22	9 <sup>1</sup> / <sub>2</sub>	14	27	11 <sup>1</sup> / <sub>2</sub>	15	27	11 <sup>1</sup> / <sub>2</sub>
2012	11	20	8 <sup>1</sup> / <sub>2</sub>	12	22	9 <sup>1</sup> / <sub>2</sub>	13	22	9 <sup>1</sup> / <sub>2</sub>	14	27	11 <sup>1</sup> / <sub>2</sub>
2013	10	20	8 <sup>1</sup> / <sub>2</sub>	11	22	9 <sup>1</sup> / <sub>2</sub>	12	22	9 <sup>1</sup> / <sub>2</sub>	13	22	9 <sup>1</sup> / <sub>2</sub>
2014	9	20	8 <sup>1</sup> / <sub>2</sub>	10	22	9 <sup>1</sup> / <sub>2</sub>	11	22	9 <sup>1</sup> / <sub>2</sub>	12	22	9 <sup>1</sup> / <sub>2</sub>
2015	8	20	8 <sup>1</sup> / <sub>2</sub>	9	22	9 <sup>1</sup> / <sub>2</sub>	10	22	9 <sup>1</sup> / <sub>2</sub>	11	22	9 <sup>1</sup> / <sub>2</sub>
2016	7	20	8 <sup>1</sup> / <sub>2</sub>	8	22	9 <sup>1</sup> / <sub>2</sub>	9	22	9 <sup>1</sup> / <sub>2</sub>	10	22	9 <sup>1</sup> / <sub>2</sub>
2017	6	20	8 <sup>1</sup> / <sub>2</sub>	7	22	9 <sup>1</sup> / <sub>2</sub>	8	22	9 <sup>1</sup> / <sub>2</sub>	9	22	9 <sup>1</sup> / <sub>2</sub>
2018	5	15	6 <sup>1</sup> / <sub>4</sub>	6	22	9 <sup>1</sup> / <sub>2</sub>	7	22	9 <sup>1</sup> / <sub>2</sub>	8	22	9 <sup>1</sup> / <sub>2</sub>
2019	4	15	6 <sup>1</sup> / <sub>4</sub>	5	15	6 <sup>1</sup> / <sub>4</sub>	6	22	9 <sup>1</sup> / <sub>2</sub>	7	22	9 <sup>1</sup> / <sub>2</sub>
2020	3	15	6 <sup>1</sup> / <sub>4</sub>	4	15	6 <sup>1</sup> / <sub>4</sub>	5	15	6 <sup>1</sup> / <sub>4</sub>	6	22	9 <sup>1</sup> / <sub>2</sub>
2021	2	15	6 <sup>1</sup> / <sub>4</sub>	3	15	6 <sup>1</sup> / <sub>4</sub>	4	15	6 <sup>1</sup> / <sub>4</sub>	5	15	6 <sup>1</sup> / <sub>4</sub>
2022	1	1 <sup>1</sup> / <sub>4</sub> days	/month to Dec. 31	2	15	6 <sup>1</sup> / <sub>4</sub>	3	15	6 <sup>1</sup> / <sub>4</sub>	4	15	6 <sup>1</sup> / <sub>4</sub>
2023				1	1 <sup>1</sup> / <sub>4</sub> days	/month to Dec. 31	2	15	6 <sup>1</sup> / <sub>4</sub>	3	15	6 <sup>1</sup> / <sub>4</sub>
2024							1	1 <sup>1</sup> / <sub>4</sub> days	/month to Dec. 31	2	15	6 <sup>1</sup> / <sub>4</sub>
2025										1	1 <sup>1</sup> / <sub>4</sub> days	/month to Dec. 31



**Letter of Understanding #1**

Between

The Canadian Union of Public Employees, Local 3570

And

Board of School Trustees School District 69 (Qualicum)

**RE: Pay Equity**

In the event that any additional government funding for pay equity adjustments is available and is received by the District (not including the ongoing maintenance funding) all additional funding shall be used for mutually agreed to pay equity adjustments using the CUPE Job Evaluation Plan.

The parties agree that any and all new pay equity funding will be applied to adjustments retroactive to the earliest funding eligibility date.

Originally signed on June 2, 2006

Re-signed on June 20, 2019

Re-signed on December 6, 2022

Re-signed on \_\_\_\_\_, 2024

For the Board

For the Union

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**Letter of Understanding #2**

Between  
The Canadian Union of Public Employees, Local 3570  
And  
Board of School Trustees School District 69 (Qualicum)

**RE: Secondary School Education Assistants and Child & Youth Care Workers**

At the school year end when classes are no longer in session, the Board may, with the mutual agreement of the Union and the affected employees; transfer Education Assistants and Child & Youth Care Workers at the secondary school level to alternate Education Assistant or Child & Youth Care Worker positions. Mutual agreement will not be unreasonably denied.

Such employees will not suffer any loss of time, hours, wages or benefits. Such employees will be asked to specify preferred locations and reassignments will be made in order of seniority, based on the indicated preferences. The Board will accommodate individual employee circumstances that may limit their ability to travel to different sites.

It is recognized that there will be no displacement of existing employees.

Originally agreed to March 18, 2000  
Re-signed on June 20, 2019  
Re-signed on December 6, 2022  
Re-signed on \_\_\_\_\_, 2024

For the Board

For the Union

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**Letter of Understanding #3**

Between  
The Canadian Union of Public Employees, Local 3570  
And  
Board of School Trustees School District 69 (Qualicum)

**RE: Employees Working from Home**

The Union and the Board agree that an employee shall not work from home unless specifically agreed to through consultation and mutual agreement between the parties and the employee involved. Requests by the Board shall not be unreasonably denied.

The Union and the Board acknowledge that the parties have agreed that the Call-Out Dispatch Clerk position has been accommodated in the past and the current employee may continue to work from home in the future.

The Board does not anticipate any significant shift in the future in the number of employees working from home.

Originally agreed to March 18, 2000  
Re-signed on June 20, 2019  
Re-signed on December 6, 2022  
Re-signed on \_\_\_\_\_, 2024

For the Board

For the Union

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## **Letter of Understanding #4**

Between  
The Canadian Union of Public Employees, Local 3570  
And  
Board of School Trustees School District 69 (Qualicum)

### **RE: Job Shadowing**

#### **DEFINITION:**

Job Shadowing is when a regular, probationary or spare employee requests and receives permission to "work beside" a regular school district employee as the employee performs their job.

#### **PURPOSE:**

The Union and the Board agree that an employee may have the opportunity to job shadow an employee in another job classification for which the employee does not have the required work experience. The employee must already possess all other qualifications. This opportunity will be based on the following regulations:

#### **REGULATIONS:**

- (1) Requests for job shadowing must be approved in advance by the Secretary-Treasurer, the CUPE Executive, the employee in the position, and the supervisor.
- (2) The employee being shadowed and the respective Department/School shall be given the option to refuse the job shadowing.
- (3) The employee being shadowed must be present at all times during the job shadowing.
- (4) The experience requirement of the individual job descriptions must be met. The parties shall agree in advance of any shadowing assignment on the length of the job shadowing assignment and how any time spent by the employee who is job shadowing shall be counted as experience to meet the experience requirement of the job classification being shadowed.
- (5) Any job shadowing agreement shall be non-grievable and non-arbitrable. Appeals may be heard by the Board in accordance with Board Bylaw No. 15, Appeals.
- (6) The job shadowing will take place during the requesting employee's spare time. There will be no remuneration for the time spent job shadowing.
- (7) An employee who has completed an experience qualification through job shadowing to meet the qualifications of a specific job description, may use their seniority to apply for a posting for which they are now qualified.

- (8) An employee may not bump a junior employee if they achieved the experience qualification for that employee's position through job shadowing until they have successfully posted into that classification.

Originally agreed to January 21, 2003  
Re-signed on June 20, 2019  
Re-signed on December 6, 2022  
Re-signed on \_\_\_\_\_, 2024

For the Board

For the Union

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## **Letter of Understanding #5**

Between  
The Canadian Union of Public Employees, Local 3570  
And  
Board of School Trustees School District 69 (Qualicum)

### **Assignment of Education Assistants / Child & Youth Care Workers Who Work with Special Education Students with Exceptional Needs (Medically Fragile)**

With reference to 16.13 (Joint Education Assistant / Child and Youth Care Worker Posting Committee), the parties mutually agree that the following process will be used for the assignment of Education Assistants / Child & Youth Care Workers to work with special education students with exceptional needs (medically fragile):

- (1) The posting for the vacancy will include any special requirements that have been mutually agreed to by the Joint Education Assistant / Child and Youth Care Worker Posting Committee.
- (2) As soon as possible after the posting closes, qualified applicants will be invited to an orientation meeting. The Case Manager may be present during the orientation. A Union representative will be present during this orientation to the position. At the orientation meeting(s), the District Principal Student Support Services and the principal of the school will describe the assignment in detail to the applicant(s). Topics covered will include the focal student's special conditions and what the successful applicant will be expected to do in this position. The District Principal Student Support Services will provide the Union with an outline, in advance, of the orientation. Conditions of acceptance (8) will also be communicated.
- (3) Applicants who remain interested in the position will then be interviewed by the District Principal Student Support Services and the principal of the school. The purpose of the interview will be to determine which applicants meet the additional requirements. The Union representative will be provided with the interview questions in advance and will be present during the interviews. The interview may directly follow the orientation.
- (4) The selected applicant will be given an opportunity to observe the student for one day. The successful applicant will then be asked if they are willing to commit to this position for the remainder of the school year. If the successful applicant makes the commitment, they will then be given the training outlined in (6) below.
- (5) If the first selected applicant is not willing to accept the position, the applicant selected next in the interview process will be contacted and will follow Step (4) above. This will be repeated if necessary.
- (6) The selected applicant will then be provided with any appropriate training that the district deems necessary to meet the needs of the student.

- (7) The selected applicant must successfully complete the training period. The successful completion must be mutually confirmed by the principal of the school, the District Principal Student Support Services, and the applicant.
- (8) The selected applicant must make a commitment to this position for the duration of the school year (therefore not eligible to apply for other postings). Subsequent to confirmation of the successful training period, and the applicant's commitment to the position, the selected applicant will be appointed to the position.
- (9) The successful applicant will annually reaffirm their commitment to this position for each school year prior to the Spring Education Assistant / Child & Youth Care Worker Staffing process. The Employer will, as a result of the employee's commitment, commit to the hours and position for each school year.
- (10) Senior employees will only be eligible to bump an Education Assistant/ Child & Youth Care Worker who works with special education students with exceptional needs (medically fragile) under the following conditions:
  - (a) Prior to the annual Spring Education Assistant / Child & Youth Care Worker Staffing Reorganization, a posting will be distributed requesting expressions of interest in this position. The purpose of this expression of interest is to evaluate the senior employees' qualifications in the event they have the opportunity to exercise their bumping rights and may wish to bump the incumbent Education Assistant / Child & Youth Care Worker. The evaluation of qualifications will be conducted in accordance with (2) and (3).
  - (b) A list of potentially qualified Education Assistant / Child & Youth Care Workers will be formed following the interviews.
  - (c) During the Education Assistant / Child & Youth Care Worker Staffing Reorganization, the most senior, potentially qualified Education Assistant / Child & Youth Care Worker who is eligible to exercise bumping rights, and who indicates that their first choice is to bump the incumbent Education Assistant / Child & Youth Care Worker, will be appointed to that position pending mutual confirmation of a successful training period as outlined in (6). The training period will take place in September.
  - (d) If the appointment is mutually confirmed, the successful Education Assistant / Child & Youth Care Worker must make the commitments outlined in (8) and (9).
  - (e) If the appointment is not mutually confirmed as outlined in (7), the Education Assistant / Child & Youth Care Worker will be eligible to apply for other postings, but will not be eligible to exercise bumping rights.
  - (f) If the appointment is not mutually confirmed, the previous incumbent Education Assistant / Child & Youth Care Worker will be given the opportunity to return to the position.

Originally agreed to May 4, 2005  
Re-signed on June 20, 2019  
Amended and re-signed on January 5th, 2023.  
Re-signed on \_\_\_\_\_, 2024

For the Board

For the Union

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**Letter of Understanding #6**

Between  
The Canadian Union of Public Employee, Local 3570 And  
Board of Education School District 69 (Qualicum)

**RE: Job Share**

- (a) Job share is two employees sharing one continuing position. The sharer is the continuing employee who is the original incumbent in the position.
- (b) All job share arrangements shall be at no cost to the Board.
- (c) The position to be job shared is maintained as a continuing position and the term of job share shall not be less than 6 months and not more than one (1) calendar year. All job shares shall have an expire date of no later than June 30, Job Share arrangements shall be reviewed thirty (30) days in advance of the expired date to see if the sharer and the parties will agree to extend the share for another year.
- (d) A job sharing request shall only be initiated by a continuing employee and shall require mutual agreement of the Board and the Union and is subject to operational requirements. To cancel a job share thirty (30) days-notice by either party is required.
- (e) Job shares shall not have any effect on the assignment(s) where they are approved, nor be considered justification for any reduction in hours.
- (f) Should one (1) employee retire, resign, or need to access a leave (including medical), the job share will conclude until their return or until another employee of the same classification is interested in participating.
- (g) Should the job share end, the employees will revert to their original status and hours.

Signed this 6<sup>th</sup> day of December, 2022

Re-signed on \_\_\_\_\_, 2024

For the Board

For the Union

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## **Letter of Understanding #7**

Between  
The Canadian Union of Public Employee, Local 3570 And  
Board of Education School District 69 (Qualicum)

### **RE: Education Assistant Staffing Pilot Process**

The parties have agreed to the staffing pilot process below in order to address the following mutual concerns:

- Continuity of learning for students by eliminating disruption to students cause by layoffs and postings of Education Assistant assignments;
- Brings stability to assigned Education Assistant hours and reduces movement across the system;
- Creates clarity and confidence in the Education Assistant staffing process; and,
- Allows for flexibility to respond to student support needs.

#### **1) EDUCATION ASSISTANT HOURS**

- a. The Employer continues to commit to providing more fulsome hours for Education Assistants.
- b. Eighty percent (80%) of the hours for Education Assistants, district wide, will be twenty-five (25) hours per week or more.

#### **2) PROCESS**

The ultimate authority and responsibility for Education Assistant staffing remains with the employer. Staffing is determined in consultation with human resources, student learning supports and the school-based principal.

For the purpose of this pilot posting process, for clarity and understanding, the definitions below are used:

#### **Assignment:**

The location and hours an Education Assistant posts into as per Article 16.

#### **Appointment:**

The Education Assistant's acceptance of the posted assignment and an appointment letter has been provided to the Education Assistant as per Article 16.

#### **Schedule:**

An Education Assistant's defined work within their assigned location and hours.

- a) Education Assistants in Medically Fragile Assignments will follow LoU #8 and the hours of commitment will be as per 9 of LoU #8.
- b) Spring Education Assistant Staffing Process

- i. Education Assistants not covered under 2.a will receive a layoff notice no later June 1, of each year, with the layoff effective June 30th, pursuant to Article 17.2.
  - ii. Prior to the end of June, the District will publish available assignments, inclusive of hours and location, for the upcoming school year and assignments will be filled with the successful candidates pursuant to Article 16.1.
  - iii. Once an assignment is filled under 2.b.ii, and the appointment has been made (Article 16.3), the assignment will be the Education Assistant's assignment for the school year unless the employee posts out to a continuing position or is transferred to another site under a provision of the Collective Agreement.
  - iv. Continuing Education Assistants who do not have an assignment by June 30 for the upcoming school year will be placed on the preferred spare list (Article 17.3) and temporary or spare Education Assistants will be placed on the spare list (Article 9.1).
  - v. Annually, within the first two weeks of September, Education Assistants with assignments will have the option to complete an Education Assistant Preference Form. The Education Assistant Preference Form and Seniority will be initial considerations in determining the Education Assistant's work schedules.
- c) Fall Education Assistant Staffing Process
- i. Vacancies arising after school start up and during the school year, will be posted.
  - ii. Notifications of such vacancies will be made pursuant to Article 16.2.
  - iii. Vacancies during the school year will be filled pursuant to Article 16.1.
  - iv. Temporary vacancies posted after school start up that are 25 hours per week or more will be subject to challenge and include those covered under Article 2.b.iii.
  - v. Any hours added to a confirmed assignment will be subject to challenge at that site.

Notwithstanding Article 16.13.a, the parties agree that this LoU removes the requirement of a spring and fall posting committee meeting, once the process is in place. Should concerns arise with the administration or application of this Letter of Understanding, the parties will meet as soon as mutually agreeable.

The parties agree to meet at the end of October each year to review the percentages achieved and to review the Education Assistant Staffing Pilot Process.

This LOU will remain in effect from the date of ratification until June 30, 2025. This LOU may be renewed by mutual agreement by the parties.

Signed this 10<sup>th</sup> day of January, 2023

Re-signed on \_\_\_\_\_, 2024

For the Board

For the Union

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## **Memorandum of Agreement**

School District No. 69 (Qualicum)

and

Canadian Union of Public Employees, Local 3570

### **Apprenticeships**

- (1) All apprentices shall be employed in accordance with the provisions of the British Columbia Apprenticeship Act and the parties hereto agree to observe all provisions of said Act. All apprentices shall become members of the Union. All provisions of the collective agreement shall be applicable to apprentices in their program, subject to any restrictions under this Memorandum of Agreement.
- (2) The implementation of the apprenticeship shall be in accordance with the intent of the recommendations to the Labour Management Committee (attached).
- (3) The apprenticeship position(s) shall be posted in accordance with Article 16 of the Collective Agreement. If no applications are received through the posting procedure, the Board shall advertise outside of the Bargaining Unit.
- (4) The Journeyperson rate of pay shall be established as per Schedule A Trade's wage, shall be appended to Schedule A of the Collective Agreement and shall be subject to change in accordance with regularly negotiated rates of pay.
- (5) Rates of pay shall be:
  - (a) 1st six months of indenture 55% of Journeyperson rate
  - (b) 2nd six months of indenture 60% of Journeyperson rate
  - (c) 3rd six months of indenture 65% of Journeyperson rate
  - (d) 4th six months of indenture 70% of Journeyperson rate
  - (e) 5th six months of indenture 75% of Journeyperson rate
  - (f) 6th six months of indenture 80% of Journeyperson rate
  - (g) 7th six months of indenture 85% of Journeyperson rate
  - (h) 8th six months of indenture 90% of Journeyperson rate
- (6) Where the apprentice is required to complete a term of schooling the appropriate increment shall only be applied upon successful completion of that term of schooling. Where the apprentice has been unsuccessful in this regard, the employee shall be granted one opportunity to repeat and successfully complete that

term of schooling. If unsuccessful after this second attempt, the apprenticeship appointment shall be terminated.

- (7) While attending an approved vocational school, the apprentice shall receive from the appropriate government authorities allowances and school expenses in accordance with the government's schedule of grants pertaining to apprenticeship training.
- (8) All apprentices shall be employed in a Temporary Vacancy but this service shall be recognized upon successful completion of the apprenticeship. The seniority granted shall be retroactive to the start of the apprenticeship.
- (9) Performance of duties shall be subject to evaluation every six (6) months.
- (10) All specialty tools required by the apprentice in the performance of their duties shall be provided by School District 69.
- (11) Employment with School District 69 (Qualicum) upon completion of apprenticeship:
  - (a) Where an employee has completed the apprenticeship and has received their tradesperson qualification (TQ) from the Ministry of Labour, there is no obligation on behalf of the Board to continue to employ the tradesperson. Should the Board not have a vacancy for the newly qualified tradesperson, the employee may use their seniority to bid for positions which are vacant for which the employee is qualified or the employee shall have their name added to the spare list applicable to the department to which the employee served the apprenticeship.
  - (b) It is further understood that the Board intends, whenever possible, to employ the employee as a tradesperson upon completion of the apprenticeship period. It is understood that the Board will make reasonable efforts to employ the employee as a tradesperson upon completion of the apprenticeship period. When this is not possible, the Board will advise the employee and the Union as soon as possible.

Originally agreed to January 19, 1996  
Re-signed on June 20, 2019  
Re-signed on December 6, 2022  
Re-signed on \_\_\_\_\_, 2024

For the Board

For the Union

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## Recommendations

to the Labour Management Committee on Implementation of Apprenticeships

### Recommendation #1

That the Board, on an annual basis, will review the available budget to determine whether a new apprenticeship can be offered or an existing apprenticeship continued.

### Recommendation #2

- (a) That a committee be formed to select the area for apprenticeship. The committee is to consist of the Properties and Transportation Managers, and a Union representative from the. Properties and Transportation Departments.
- (b) The decision of the committee should be announced as soon as possible to permit employees the opportunity to acquire the necessary qualifications.
- (c) The Assistant Superintendent of Schools, in conjunction with the Career Education Coordinator and Career Education Assistant, will produce an apprenticeship brochure. This brochure is to be updated annually in June. The brochure will feature apprenticeships that could be offered within this district, the length of the apprenticeship, the pre-apprenticeship requirements, necessary qualifications, etc.

### Recommendation #3

That a Joint Selection Committee be formed consisting of the departmental manager, a tradesperson from the area of apprenticeship and a mutually agreed upon third party knowledgeable in the area of the apprenticeship. This committee is responsible for advertising the availability of an apprenticeship and selection of a candidate.

### Recommendation #4

That the apprenticeship be posted in-house first. If there are no qualified applicants, the position will be advertised publicly.

### Recommendation #5

That the selection criteria will be reviewed for each apprenticeship and, where applicable, will include:

- (a) Successful completion of the appropriate pre-apprenticeship program.
- (b) Meet the qualification of the tradesperson's job description with the exception of the experience and T.Q. requirements.

## Recommendation #6

That a written agreement be made with the apprentice to provide for the following:

- (a) The apprentice will complete the first and last year of the apprenticeship with the Board.
- (b) The apprentice will make their own arrangements with another employer to fulfill the requirements of the apprenticeship program that cannot be offered by the School District. The time spent away from employment with the School District should occur between the beginning of the second year and completion of the third year of the apprenticeship. The District will assist the employee with making outside contacts.
- (c) Should a position become available with the District and if the employee is the only qualified applicant, the experience requirement of the tradesperson's job description will be waived.



## **APPENDIX A**

### **Provincial Framework Agreement (“Framework”)**

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

#### **1. Term**

July 1, 2022 to June 30, 2025

#### **2. Wages Increases**

General wage increases as follows:

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

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

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

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

#### **3. Wage Increase Retroactivity**

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

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

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

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

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

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

#### **5. Public Sector Wage Increases**

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the K-12 Provincial Framework Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This paragraph 5 is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

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

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

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

## 6. Local Table Bargaining Money

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

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

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

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

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

The parties agree to maintain a Provincial Labour Management Committee (PLMC) to discuss and problem solve issues of mutual provincial interest, including issues referred from provincial committees established under this Framework Agreement. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

The PLMC shall not discuss local grievances or have the power to bind local parties to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either provincial party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the 2022 Framework Agreement and agree to include Workplace Health and Safety as a standing agenda item.

## **8. Support Staff Education Committee (SSEC)**

### **Structure:**

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

**Mandate:**

The mandate of the committee is to manage the distribution of education funds for the following:

- a) Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b) Developing and delivering education opportunities to enhance service delivery to students;
- c) Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d) Enable the provision of education opportunities to enhance and support the understanding, recognition and reconciliation process with Indigenous Peoples;
- e) Enable the provision of education opportunities to enhance and support equity, diversity, and inclusion as well as cultural safety;
- f) Skills enhancement for support staff;
- g) EA curriculum module development and delivery;
- h) These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations.

**Terms of Reference:**

The SSEC shall update, not later than January 31, 2023, the terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Labour Management Committee (PLMC).

**Funding:**

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

**9. Safety in the Workplace**

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

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

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

The Provincial Joint Health and Safety Taskforce will:

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

## **11. Job Evaluation**

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

- Review the results of the phase one and phase two pilots and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Gather data from all school districts and match existing job descriptions to the provincial benchmarks.

- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Develop a methodology to convert points to pay bands - The confirmed method must be supported by current compensation best practices.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

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

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

It is further recognized that this process does not impact the established management right of employers to determine local job requirements and job descriptions nor does this process alter any existing collective agreement rights or established practices.

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

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

The committee will utilize available funds to provide 50% of the wage differential for the position falling the furthest below the wage rate established by the provincial JE process and will continue this process until all JE fund monies at the time have been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

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

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

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

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

## **12. Committee Funding**

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

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

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

## **14. Benefits**

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

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

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



- b. Effective July 1, 2023, provide \$1,000,000 one-time money to the PEBT to be utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost considerations, and relapse response.

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

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

## **16. Demographic, Classification and Wage Information**

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

## **17. Unpaid Work**

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

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

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

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

The Parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents Council to facilitate the next round of provincial bargaining. \$250,000 will be allocated as of July 1, 2023.

## **20. Provincial Dispute resolution**

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

## **21. Funding**

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

## **22. Employee Support Grant**

The Parties agree to the principle that Support Staff union members who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

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

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

Dated this 15th day of September, 2022.

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

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

"Paul Simpson"

"Justin Schmid"

"Kirsten Daub"

"Jeff Virtanen"

"Gray Boisvert"

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

"Leanne Bowes"

"Bruce Anderson"

"Alan Chell"

"Kyle Uno"

"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:

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BCPSEA  
Leanne Bowes

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K-12 Presidents' Council  
Paul Simpson