

**COLLECTIVE AGREEMENT**

**Between**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 51  
(BOUNDARY)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2098**

**July 1, 2022 - June 30, 2025**

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## **PREAMBLE**

**WHEREAS** it is the desire of both parties to this agreement:

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

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

**NOW, THEREFORE** the parties agree as follows:



## **ARTICLE 1 – UNION RECOGNITION**

### 1.01 Bargaining Authority

The Employer recognizes the Union as the exclusive representative for the purposes of conducting collective bargaining regarding rates of pay, hours of work, and all other working conditions of the employees of the Employer, as long as the Union retains its right to conduct collective bargaining on behalf of such employees, under provisions of The Labour Relations Code as certified by the Labour Relations Board, and excepting those having authority to hire or discharge employees and those employed in a confidential capacity as defined by The Labour Relations Code.

### 1.02 Definition of Employees

1. Regular Employees: are employees either full-time or part-time who hold a regular posted position and who have successfully passed probation.

From July 1, 2022 to December 31, 2022 a regular part-time employee working fewer than 17.5 hours per week will be paid three percent (3%) gross pay in lieu of being provided benefits. Effective January 1, 2023 the amount will increase to five percent (5%).

2. Temporary Employees: are employees who have completed sixty (60) working shifts, of continuous or broken employment within a twelve (12) month period. In the event that an employee has an unfavourable evaluation and the employer feels a further period of time is required to determine if the employee is suitable, with the consent of the Union, the qualifying period for seniority shall be extended from sixty (60) working shifts to ninety (90) working shifts. Such an unfavourable evaluation will be presented in writing to the employee, accompanied by their Union Representative. Advanced notice of this meeting will be provided to the Union and Employee.

Temporary employees will not be employed on a continuous basis for more than one (1) school year unless replacing a regular employee on leave or as mutually agreed between the Employer and the Union. Once an employee becomes temporary they will be shown as such on the seniority list.

From July 1, 2022 to December 31, 2022 temporary employees qualify for payment of thirteen point four percent (13.4%) on their gross pay to compensate for holidays, vacations, benefit premiums and paid leaves of absence. Effective January 1, 2023, this amount will increase to fifteen percent (15%).

3. Casual Employees: are employees who work on an intermittent basis, but who have not completed sixty (60) working shifts employment within a twelve (12) month period. Casual employees have no seniority, qualify for no benefits, paid leaves or sick leave.

From July 1, 2022 to December 31, 2022 casual employees will be paid eight-point six percent (8.6%) payment on their gross pay for vacation pay and statutory holiday pay. Effective January 1, 2023, this amount will increase to ten percent (10%). A callout list for casual employees will be kept and casual employees will be called out in accordance with Letter of Understanding No. 3.

#### 1.03 Additional Casual Hours

From July 1, 2022 to December 31, 2022 regular or temporary employees who work additional unposted hours over their posted assignment will be paid eight point six (8.6%) or thirteen point four (13.4%) for those employees hired prior to September 13, 2005 in lieu of stat and vacation pay on those hours on each pay. If employee is a contributor to the Municipal Pension Plan then pension deductions will also be made. Effective January 1, 2023, these amounts will increase to ten percent (10%) and fifteen percent (15%) respectively.

#### 1.04 Intimidation or Discrimination

The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of their activities as a member of the Union, and the Union agrees that there shall be no intimidation on its part towards any employee of the Employer.

#### 1.05 Strike or Lockout

The Union agrees that neither it, nor any of its representatives, nor any employee, shall in any way authorize, encourage or participate in any strike, walk-out, or suspension of work on the part of any employee, or group of employees and that at all times its members shall, under the direction of the Employer, maintain all schools during the life of this Agreement, and the Employer agrees that there shall be no lock-out of members of the Union during the life of this Agreement.

#### 1.06 Bulletin Boards

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

#### 1.07 Union Notification of Changes in Employee Status

The Employer agrees that any recommendation or matters considered by the Employer relating to rates of pay, promotions, hiring or discharge of all temporary, casual and regular employees covered by the terms of this Agreement shall be communicated in writing to the Union at the time of their consideration and decision by the Employer.

#### 1.08 Technological Change

Should any displacement of staff be indicated as the result of technological change, the Employer and the Union will meet and discuss the possibility of employing displaced employees in some other capacity, sixty (60) days prior to the implementation of such change. In the event that a regular employee is displaced, they shall be offered an opportunity to bid on jobs held by employees with less seniority providing the displaced employee possesses the qualifications required of the job held by the junior employee. Any employee placed in a lower-rated position as a result of technological change, shall not have their wages reduced; but shall continue to receive their old rate until such time as the agreement rate for their new position is equal to their actual rate of pay.

Following the twelve (12) months layoff period where the Employer is unable to provide work for a displaced person with five (5) or more years of service, severance pay will be paid on the basis of one (1) week's pay, at the regular rate of the position last occupied, for every year of completed service with the Employer.

#### 1.09 Administration of the Collective Agreement

The administration of the terms of this Agreement will fall within the jurisdiction of the Secretary-Treasurer or designate.

#### 1.10 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Executive of the Union. The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement shall be forwarded to the Executive of the Union.

#### 1.11 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for work that members of the Canadian Union of Public Employees are unable to handle and except in cases mutually agreed upon by the parties.

## 1.12 Contracting Out

- (a) The employer agrees not to contract out work of the bargaining unit if such contracting results in the layoff of, or reduction of hours of bargaining unit employees.
- (b) The employer recognizes the advantages of utilizing local contractors. Where it is cost effective and lawful, local contractors will be given preferential consideration.

## **ARTICLE 2 – THE EMPLOYER’S RIGHTS RE EMPLOYEES**

### 2.01 Employer Rights

The Union recognizes the undisputed right of the Employer to operate and manage the District in accordance with its commitments and responsibilities, and to make and alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be contrary to any provisions of this Agreement. Such rules and regulations or amendments will be communicated in writing to the Union.

### 2.02 Hiring/Discipline/Demotion/Discharge

The Employer shall always have the undisputed right to hire employees and, subject to this Agreement, the right to discipline, demote and discharge employees for just cause.

## **ARTICLE 3 – UNION SECURITY AND UNION DEDUCTIONS**

### 3.01 Union Deductions

The Employer agrees to deduct union assessments provided that the assessment calculation is based on a percentage of gross earnings or a fixed dollar amount.

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### 3.02 Remittance & Adjustment of Dues

The Employer shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each pay period to each employee, and remit the same to the Treasurer of the Union not later than the 10<sup>th</sup> day of the month following the pay period for which such deductions are made.

The Union shall give the Employer thirty (30) calendar days notice of any adjustment to the Union's dues schedule.

### 3.03 List of Employees

The Employer will, at the time of making such remittances, enclose a list of employees from whose pay cheques such deductions were made.

### 3.04 Financial Responsibility of the Board

Notwithstanding any provisions contained in this section, there shall be no financial responsibility on the part of the Employer for fees, dues, or assessments of any employee unless there are sufficient unpaid wages of the employee in the Employer's hands.

### 3.05 Listing of Dues Paid

The Employer shall submit in writing to the Union a list of all casual, temporary, part-time and regular employees including name, address, position, and the number of hours worked together with dues paid per employee per pay period within ten (10) calendar days after the month end.

### 3.06 Union Security

All employees of the Employer shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall become and remain members in good standing in the Union within thirty (30) days of employment.

### 3.07 No Other Agreements

No employee shall be required or permitted to make written or verbal agreement with the Employer or their representative which conflicts with the terms of this Collective Agreement.

### 3.08 Notification of New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement between the parties is in effect and with the conditions of employment set out in Article 3 – Union Security and Union Deductions.

New employees shall be introduced to the new employee's Union steward or representative on commencement of employment.

### 3.09 Students

All students employed under Youth Employment Programs are covered by this Agreement.

### 3.10 Union Representation

- (a) In cases where the Employer will be meeting with an employee for the purposes of discipline, discharge, investigation that could lead to disciplinary action the employee shall be entitled to Union representation. The Employer shall notify the Union President, or designate prior to the meeting taking place, and agrees to provide the Union and the employee with notification outlining what the purpose of the meeting will be. Any discipline, dismissal or suspension shall be in writing and shall set forth an explanation of the reasons for the action.
- (b) If during a discussion with a supervisor an employee feels they require representation because of possible disciplinary consequences, they shall be allowed upon request to have a Shop Steward or Area Representative present.

### 3.11 Picket Line Protection

An employee covered by this agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees. Failure to cross such a picket line or to perform the work of striking or locked out employees where a legal strike or lockout is in effect by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

## **ARTICLE 4 – LEAVES OF ABSENCE**

### 4.01 Grievances/Dispute Resolve

The Employer agrees that the time spent in settling disputes by Union Stewards or representatives shall be considered as time worked provided that such time shall not exceed a total of twenty-four (24) working hours in any one (1) month. The Union agrees to forward to the Employer a written list of names of such Stewards, a record of time spent by each Steward in settling disputes and a list of replacements obtained for Stewards who are required to be absent to settle disputes. In order that the work of the Employer shall not be unreasonably interrupted, no Steward shall leave their work without obtaining permission from their supervisor, such permission will not unreasonably be denied.

#### 4.02 Union Officers' Leave

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

- (a) that such time off shall not exceed a total of sixty-four (64) working hours in any one (1) month.
- (b) that a written list of names of such officers in the employ of the Employer shall be forwarded to the Secretary-Treasurer for this purpose.
- (c) if the Employer can find a suitable replacement in an emergency.
- (d) that the Employer is advised by the Union at least twenty-four (24) hours in advance of any requests for a leave of absence.

#### 4.03 Other Employees' Union Leave

The Employer agrees to grant leaves of absence up to a maximum of two (2) employees, without pay, for the business purposes of the Union, provided that two (2) weeks notice in writing is given to the Secretary-Treasurer.

#### 4.04 Calendar of Leaves

The Union will submit a tentative annual schedule to the Secretary-Treasurer or designate by October 1 for each school year outlining those events which they plan to have members attend. The schedule will be updated by the Union on a quarterly basis to reflect required revisions.

#### 4.05 Bargaining Representatives

A maximum of two (2) bargaining representatives in the employ of the Employer shall attend collective bargaining meetings without loss of remuneration. Such representatives will be entitled to eight (8) hours pay per day of bargaining. The Employer agrees to pay a mileage allowance for one vehicle.

#### 4.06 Leave for Full-Time Union Duties

Any employee who is elected or selected to any full-time position with the Union or any body with which the Union is affiliated will be granted a leave of absence without pay for a period of up to two (2) years, and such leave may be renewed each year thereafter upon request.

#### 4.07 Seniority While on Union Leave

Employees shall not lose seniority while on any leave of absence for Union duties contained in this Agreement, and the time shall be treated as service with the Employer.

#### 4.08 Remuneration While on Union Leave

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence. Such reimbursement shall be made within thirty (30) days of receipt of billing.

#### 4.09 Bereavement Leave

(a) An Employee shall be granted up to five (5) working days, without loss of pay or seniority in the event of a death in the immediate family. Bereavement leave may be used within one year of the death to attend a memorial or celebration-of-life ceremony.

“Immediate family” shall be defined as: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, common-law spouse, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

(b) One (1) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of their supervisor.

(c) Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

#### 4.10 Jury/Court Leave

Employees required to serve as jurors or court witnesses shall be given time off with full pay while so serving, providing that the employee turns over to the Employer any wages received for serving as a witness or juror.

#### 4.11 Emergency Response Personnel

An employee who has been identified to their immediate supervisor and submitted written notification to the Secretary-Treasurer of the School District as Emergency Response Personnel, and who cannot report for work at their normal time or is called away from work on an emergency basis in the Grand Forks, Boundary area shall not suffer a loss of pay or benefits resulting from their volunteer duties to a



maximum of two (2) days per occurrence. Any further leave will be without pay and will be at the discretion of School District No. 51 (Boundary) administration. Such leave will only be granted subject to the operational requirements of the district being met.

#### 4.12 Political Leave

The employer shall allow a leave of absence, without pay, as required, to any employee who is elected to represent their constituency as a Member of the Legislative Assembly or a Member of the House of Parliament. An employee, prior to standing for election to Regional District or Municipal Board, shall apply to the Employer to discuss the level of leave that would be available. Should the employee's leave application exceed those discussed, the issue should be brought to a Labour Management meeting for resolution.

#### 4.13 Educational Leave

The employer may allow a leave of absence, without pay, to an employee who wishes to participate in educational upgrading. One of the criteria to be met for approval of the Employer is that such education must be of benefit to the School District. The maximum leave to be granted under this clause would be for one (1) year. Such leave may be extended at the end of its term. Requests for such leave must be submitted in writing two (2) months in advance of the leave.

#### 4.14 Reserve Service Leave

The employer shall allow a leave of absence without pay to any employee for Active Reserve Service in the Canadian Forces.

#### 4.15 General Leave

The employer may grant leaves of absence, without pay, for good and sufficient reason acceptable to the employer. Requests for such leaves shall be made in writing.

#### 4.16 Benefit Coverage While on Leave

Employees on leave under Article 4.06-12-13-14 and 15 of this section have the option of continuing with the benefit coverage by paying the entire cost of the premiums on a monthly basis to the employer. During such leaves, seniority shall accumulate and while no vacations are payable during the leave, upon their return the employee's absence shall count as part of their qualifying entitlement.

#### 4.17 Returns from Leave

Upon returning from leaves under Article 4.06-12-13-14 and 15 the employee shall be returned to the position previously held. Should that position be no longer in existence, the employee will exercise the bumping procedure under Article 15.07.

#### 4.18 Maternity/Parental Leave

Employees shall be granted Maternity/Parental Leave in accordance with provisions of the British Columbia Employment Standards Act.

One (1) day with pay will be granted to an adopting parent (both, if employed by the Employer) for traveling to receive the child.

#### 4.19 Paternity Leave

An employee will be granted one (1) day leave with pay on the occasion of the birth of their child.

#### 4.20 Canadian Citizenship

Employees shall be granted leave of absence with pay on the day which the employee attends the official proceedings for their Canadian citizenship.

#### 4.21 Cultural Leave Days

Indigenous employees are entitled to up to two (2) days leave with pay and up to three (3) days leave without pay per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.

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

#### 4.22 Unpaid Leaves as Per Employment Standards Act

The Employer will provide paid and unpaid leaves in accordance with the *Employment Standards Act*, including but not limited to Family Responsibility Leave, Compassionate Care Leave, Bereavement Leave, Sick Leave and Leaves Respecting Domestic or Sexual Violence.

## **ARTICLE 5 – HOURS OF WORK**

### 5.01 Hours of Work Schedule

The regular working week and day for all employees covered by this agreement shall be as set forth in the “Hours of Work Schedule” attached hereto and forming part of this Agreement. The Schedule shall be deemed to constitute Schedule “B” of this Agreement.

### 5.02 Work Schedule

The Employer agrees, in consultation with the Union, to set forth the working schedule of each classification, hereinafter referred to as the “Work Schedule”, as may be required by conditions throughout the School District. The Schedule shall be deemed to constitute Schedule “B” of this Agreement.

### 5.03 Variation of Hours of Work

The Employer and the Union agree that the regular working week, together with the hours of work, may be varied by mutual agreement between the Employer and the Union as may be required by conditions throughout the School District.

### 5.04 Four Hour Minimum Workday

1. The Employer is committed to providing a minimum of four hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
2. Exemptions from the four (4) hour minimum:
  - a) student/noon hour supervisors
  - b) crossing guards
  - c) small schools with fewer than seventy-five (75) students on September 30<sup>th</sup> in which case a two (2) hour minimum will apply
  - d) other positions by mutual agreement
3. The four (4) hours shall be consecutive but may exclude a lunch period not to exceed one (1) hour. Bus Drivers are exempt from the requirement for consecutive hours.

5.05 Additional Hours

Where posting of additional regular hours is required, additional 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. Posting of additional temporary hours is not required.

**ARTICLE 6 – WAGES AND MATTERS INCIDENTAL THERETO**

6.01 No Requirement to Fill

The setting out of a job classification and accompanying wage rate in the wage schedules attached to this Agreement shall not bind the employer to create or fill such position. It is understood, however, that the Union retains the right to grieve the classification or reclassification of any employee or group of employees covered under this Agreement.

6.02 Pay Period

Employees shall be classified as per Schedule “C” attached hereto and forming part of this Agreement. The Employer shall pay wages bi-weekly to its employees in accordance with Schedule “A”.

6.03 New/Revised Positions

In the event of a new position being created or where there is a substantial change in job content of an existing position, a temporary rate shall be set by the Employer in reasonable relationship to existing rates set forth in the Wage Schedule of this Agreement.

Joint Job Evaluation Committee

In the case of a change in job content either the Employer, employee or the Union may refer the matter to the Joint Job Evaluation Committee by following the procedures set out in the attached Letter of Understanding “Maintenance Plan for Job Descriptions, Classifications and Changes to Classifications.” All new positions shall be referred to the committee.

6.04 Shift Premiums

Afternoon shift      \$0.35      Afternoon shift commences at 3pm or later  
Effective January 1, 2023, the Afternoon shift premium will be increased to \$0.50

Effective January 1, 2023 a new split shift premium will be added as follows:  
Split shift      \$0.50      To be paid on the hours of the posted position

#### 6.05 Temporary Higher Rated Position

When an employee is temporarily required to perform substantially the duties of a higher-rated position they shall receive the rate of pay for the higher-rated position for all time worked in that position.

#### 6.06 No Reduction in Rate

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

#### 6.07 Payment for Non-Instructional Days

Employees shall receive payment for non-instructional days on the condition that the employee works their regular hours at a job assigned by the Employer.

#### 6.08 Professional Learning Fund

The Employer and Union agree that professional learning is beneficial to both parties and should be encouraged. Professional learning supports the development of professional competence and enhances the ability of employees to provide high quality service in their position in the district.

The Employer and Union agree that, commencing July 1, 2020, the \$16,677 of funding provided for in the 2019-2022 Provincial Framework Agreement, will be used to establish a Professional Learning Fund for all CUPE employees in the District. Effective January 1, 2023 an additional one-time allocation of \$7,700 will be added to the Fund from the Local Bargaining Allocation from the 2022-2025 Provincial Framework Agreement. The Fund will be used to:

- provide access to professional learning opportunities on professional development days during the school year, or
- provide access to specific training agreed upon by the parties, or
- add hours of work for Education Assistants.

The Labour Management Committee will administer the Professional Learning Fund. Any remaining funds available at the conclusion of the year, will be rolled over to the following year. The district is under no obligation to expend more than the \$16,677 provided for by the Provincial Framework Agreement.

#### 6.09 Job Related Courses

Where employees are required to participate in job-related education courses all hours worked up to eight (8) hours per day shall be paid straight time.

#### 6.10 Use of Personal Vehicle

Employees shall not be required, as a condition of employment, to supply a vehicle to perform their duties. Employees are not required, as a condition of employment, to use their personal vehicle to transport students.

Employees who use their vehicle for Employer business will be covered under an additional insurance program provided by the Employer.

### **ARTICLE 7 – OVERTIME**

#### 7.01 Rates

As compensation for overtime worked, as hereinafter defined, employees covered by this Agreement shall be paid at the rate of time and one-half (1 ½) for the first two (2) hours of overtime worked on a normal working day and double time (2) thereafter. Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one-half (1 ½) for the first four (4) hours and double time (2) thereafter.

#### 7.02 Definition

Wheresoever in this Article, and elsewhere in this Agreement that the phrase “overtime worked” shall appear, it shall refer to and include all work performed before or after and as an extension of the regular hours of work comprising a shift as set out in this Agreement, and shall be paid at the aforesaid overtime rates. When an employee is called out to work at a time other than their regular shift or extension thereof, they shall be paid a minimum of four (4) hours work at the base rate, or for the number of hours actually worked at the appropriate overtime rate, whichever is greater. The parties agree that an employee is entitled to be paid only one call out per four (4) hour period.

#### 7.03 Payment of Overtime

As compensation for all work performed outside the recognized hours of work as set forth in this Agreement, whether by way of overtime worked or work performed commencing at a time other than the beginning of a regular shift as defined in Article 7, Section 7.02. This section is not applicable to bus drivers on extra-curricular runs.

#### 7.04 Outside Rentals

For outside rentals, employees shall be paid at the overtime rate and receive such payment on their regular pay cheque, which is received after such overtime has been reported. Payment for overtime shall be accompanied by an itemized statement.

#### 7.05 Meal Allowance

Employees required to work more than one and one-half (1 ½) consecutive hours beyond regular shift hours in any day shall be provided with a meal by the Employer, or when meal facilities are not available, a payment for breakfast, lunch or dinner, in accordance with BCSTA rates.

12:01am – 11:00 am – breakfast  
11:01 am – 5:00 pm – lunch  
5:01 pm – 12:00 am - dinner

#### 7.06 Computation of Overtime

Overtime shall be computed by multiplying the hourly rate by one and one-half (1 ½) or two (2) as appropriate.

#### 7.07 Part-time Employees

All part-time employees working fewer than the regular working hours per day or week shall be paid at overtime rates for hours worked beyond the normal working hours identified in Schedule B. This does not preclude the Employer from offering an employee holding a regular posted position of fewer than full time hours the opportunity to work more hours than their posting on an occasional basis up to full time at straight time rate of pay.

##### Extra-Curricular Trips

For extra-curricular trips, the provisions of Appendix A (Bus Driver Administrative Policy) shall apply. A part-time employee working fewer than the regular working hours per day or week shall be paid at overtime rates for hours worked beyond the normal working hours identified in Schedule B.

##### Education Assistants

This clause includes Education Assistants for single day trips only, who, when requested to participate in either curricular or extra-curricular activities will be paid at straight time for eight (8) hours and any additional hours at over time rates to a maximum of an additional eight (8) hours per day. If an Education Assistant is requested to participate in an overnight curricular or extra-curricular activity, the parties will discuss the matter in advance.

##### Casual Employees

Casual employees who work more than eight (8) hours per day or forty (40) hours per week will be paid overtime as per the Employment Standards Act.

## 7.08 Banked Time

An employee shall be given the choice of remuneration or time off for any accrued overtime.

### Banked Overtime

- (a) The Employer and the Union agree that notwithstanding the provision of Article 7, employees shall be permitted annually to accumulate overtime in lieu of cash payment, such leave to be equal to the appropriate overtime cash payment.
- (b) Such leave shall be taken at the Employer's discretion. Days not taken by December 31<sup>st</sup> of that calendar year may at the Employer's discretion be paid in cash to the employee.
- (c) Accumulation of overtime shall be in hours of that employee's regular assigned shift.

## 7.09 Refusal of Overtime

An employee has the right to refuse overtime except in emergencies as determined by the Employer, and the Employer agrees that there shall be no intimidation or discrimination against any employee by reason of their refusal to work overtime.

## 7.10 Notice of Shift Change

An employee's shift is established and amended by the employee's supervisor. If an employee is not given twenty-four (24) hours notice of change of shift, they must be paid at overtime rates for all hours worked. This clause does not apply to field trips that are cancelled.

## **ARTICLE 8 – STATUTORY HOLIDAYS**

### 8.01 Entitlement

Employees shall be entitled to a holiday with pay at their regular rate for each of the statutory holidays hereinafter set forth or such days as the Employer and the Union may mutually agree shall be taken in lieu of such statutory holiday. The statutory holidays shall be:

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



or the days proclaimed under the laws of British Columbia in their stead, or any other day proclaimed by the Federal or Provincial Governments. In the event the Provincial Government declares National Day of Truth and Reconciliation as a different day than the Federal Government, the parties agree that only the provincial day will be honoured.

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

There shall be eleven (11) statutory holidays for ten (10) month employees, twelve (12) statutory holidays for eleven (11) month employees, and thirteen (13) statutory holidays for twelve (12) month employees.

The statutory holidays for ten (10) month employees are:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
National Day of Truth and Reconciliation	

#### 8.02 Statutory Holiday during Regular Time Off

In the event of a statutory holiday falling on an employee's regular day off, they shall be entitled to a day off with pay at their regular rate on a date determined by the Employer and the Union. An employee required to work on such statutory holiday or day mutually agreed upon in lieu thereof as aforesaid, shall receive in addition to regular pay for that holiday double their regular rate of pay for the time worked.

### **ARTICLE 9 – VACATIONS**

#### 9.01 Definitions

For the purpose of computing vacation time the word "week" where used in Sections 9.02 of this Article shall be considered as constituting five (5) working days. Vacation time is calculated and paid in hourly increments.

#### Anniversary Date

Vacation time will be earned on a pro-rata basis of days at the current rate of pay rather than as a percentage of gross pay. A twelve (12) month employee will

receive 12/12 of days entitlement, eleven (11) month employees will receive 11/12 of a twelve (12) month employee's entitlement and a ten (10) month employee will receive 10/12 of a twelve (12) month employee's entitlement. This same pro-rata formula will apply to any other employees working fewer than twelve (12) months.

Regular Employee's vacation entitlement is based on their anniversary date of appointment to a regular position.

9.02 Entitlement

Subject to Article 9.01, vacation entitlement is as follows:

	WEEKS
Less than one (1) year	Six percent (6%)
One (1) year or more and fewer than seven (7) years	Three (3)
Seven (7) years or more and fewer than fifteen (15) years	Four (4)
Fifteen (15) years or more and fewer than twenty-three (23) years	Five (5)
Twenty-three (23) years or more	Six (6)

9.03 Discretionary Day

Effective July 1, 2023, in addition to the schedule above, regular employees will be entitled to one (1) paid discretionary day per year to be scheduled using the leave of absence process. The discretionary leave day does not carry forward.

9.04 Temporary Employees to a Regular Position

Temporary employees who obtain a regular posted position without a break in their employment will have their vacation entitlement begin on the first day of the uninterrupted portion of their employment. It is understood by the parties that seniority dates and vacation entitlement dates for regular employees will in most cases be different. The regular employee who falls into this category will have their vacation entitlement pro-rated in the first year due to the fact that for the said period of uninterrupted service they have been paid their vacation entitlement.

9.05 Statutory Holidays Which Fall During Vacation

If a statutory holiday or declared holiday falls or is observed during an employee's vacation period, they shall be granted an additional vacation day for such holiday in addition to their regular vacation time.

9.06 Vacation Scheduling

Regular twelve (12) month employees are to submit their vacation requests by April 30 each year for the following school year. An employee's vacation shall where

practicable be granted at the time requested, but in all cases the commencement date must be at the convenience of the Employer. Preference in choice of employee's vacation dates shall be determined by seniority of service. Requests received after April 30 will be granted subject to operational requirements. Unused vacation will be banked up to a maximum of ten (10) days. Any excess vacation owing but not taken as of last working day of June will be paid out on the next payroll. Employees with accrued vacation banks will be able to take them as time off until the last working day of June 2025: after that point, any unused vacation will be paid out on the next payroll.

Regular ten (10) month employees shall receive their regular pay cheque during the Christmas and Spring vacation periods with any remaining holiday pay due, paid at the end of June in each year.

#### 9.07 Reduction of Entitlement

For each period of thirty (30) consecutive days an employee is absent from work in the year preceding June 30 in any year, there shall be deducted from the vacation pay to which they would otherwise be entitled in the succeeding year under Section 9.02 of this Article, one-twelfth (1/12) of such vacation pay, provided that, for employees qualifying under said 9.02 of this Article, time spent on vacation for which the employee is paid under this Article, or time lost because of sickness with pay or accident with top up under 10.07 shall be considered as time worked.

#### 9.08 Ten Month Employee Service

For the purpose of vacation entitlement for ten (10) month employees, ten (10) months of service shall equal one (1) year of service.

#### 9.09 Illness During Vacation

Where an employee qualifies for sick leave with pay during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual agreement. Employees will be expected to provide proof of illness during vacations by way of a letter from a doctor.

### **ARTICLE 10 – SICK LEAVE**

#### 10.01 Definition

“Sick leave” means the period of time an employee is permitted to be absent from work, with or without pay, by virtue of sickness, unavoidable quarantine or accident, for which compensation is not payable under the Workers' Compensation Act.

#### 10.02 (a) Accumulation of Sick Leave

All regular and temporary employees holding a posted position shall be granted sick leave credit in the amount of one and one-half (1 ½) working shifts accumulated in hours for each month worked from commencement of employment for regular employees and from the first day of qualification as a temporary employee. Temporary employees holding a posted position will accumulate sick leave on a pro-rata basis.

In any one (1) year where an employee has not received sick leave or only a portion of the accumulated credit, they shall accrue the unused portion, as a credit, to a maximum of one hundred eighty (180) working shifts. "Working shift" means any day on which an employee would normally work.

#### (b) Payment of Sick Leave

Employees who are on authorized sick leave, as defined in section 10.01 of this Article, shall receive payment from their accumulated sick leave credit for all normal working shifts, exclusive of holidays, for the period between the commencement of sick leave to the time of Long Term Disability eligibility. Such period will not exceed one hundred and twenty (120) days. Any unused sick leave will be carried forward for future use.

Temporary employees holding a posted position will be paid sick leave on a pro-rata basis.

#### 10.03 Proof of Illness

Sick leave with pay shall not be granted nor shall payments continue until proof of such illness is filed with the Secretary-Treasurer if proof has been requested during the period of illness.

#### 10.04 Without Pay

Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay would be granted under this Article. The sick leave period shall be granted for one (1) year and subject to review if leave exceeds one (1) year.

#### 10.05 Payout of Sick Leave

An employee entitled to sick leave under this Article shall receive forty percent (40%) of their unused accumulated sick leave upon:

- (a) retirement on or after the attainment of the minimum retirement age in conformity with the Municipal Superannuation Act of B.C., whichever shall last occur, or
- (b) retirement with a permanent disability entitling the employee to superannuation, or
- (c) death of an employee while in the service of the Employer, payable to the employee's estate, or
- (d) severance, with five (5) or more years of seniority, as a payout of accumulated sick leave credits. This clause does not apply to employees dismissed for just cause or who resign unless the resignation follows layoff.

\*Note: Employees who were hired prior to September 13, 2005 will be grandparented to continue to receive severance, with five (5) or more years of seniority, as a payout of accumulated sick leave credits.

#### 10.06 Record of Sick Leave

A record of all accumulated sick leave credits will appear on the employee's pay slip. Upon request, a print copy of the accumulated sick leave credits will be provided to the Union.

#### 10.07 Workers' Compensation

An employee prevented from performing their regular work with the Employer as a result of an occupational accident arising from their employment with the School District that is recognized by WorkSafeBC as compensable within the meaning of the Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Act and their regular salary. In no case shall the net income of the employee exceed that which they would have received had the employee been at work.

#### 10.08 Medical and Dental Appointments

Reasonable time off with pay for medical and dental appointments for employees shall be permitted. All hours of absence to be charged to sick leave credit.

#### 10.09 Required Bus Driver Medical Exams

Effective July 1, 2023

- a) Bus drivers shall be paid two (2) hours per year for their school district required medical exams.

- b) Bus drivers required to have an ICBC medical exam shall have that expense reimbursed by the Employer.

#### 10.10 Family Illness

Where the employee is required to provide for the needs during illness of an immediate family member as per Article 4.09 or when the employee is taking a family member for tests, treatment or other related medical matters, an employee may use a maximum of six (6) accumulated sick leave days per year for those purposes.

#### 10.11 Employee Accident Repayment

Where an employee is involved in an accident and as a result is paid sick leave during absence from work, any designated sick leave or wage compensation recovered from an insurer or court award shall be repaid by the employee to the Employer. The Employer shall thereupon reinstate the days of sick leave credit used, if any, as represented by the repayment.

### **ARTICLE 11 – EMPLOYEE BENEFITS**

#### 11.01 Benefits Eligibility and Coverage

All regular employees who are in posted positions of seventeen and one-half (17 ½) or more hours per week will be eligible for benefits as described below. Enrollment in the benefits plans will commence on the first of the month following the date of appointment as a regular employee.

Employees may waive any of the coverages below except life insurance. Employees who waive Dental or E.H.B. are not eligible to later enroll unless they can show proof that they have had similar coverage under another plan. Such enrolment must be made within thirty (30) days of termination of coverage under the other plan.

##### a) Dental Plan

The Employer will pay eighty percent (80%) and the regular employee twenty percent (20%) of the premiums of the Dental Plan. Effective January 1, 2023 the cost sharing of premiums will change to ninety percent (90%) Employer paid and ten percent (10%) employee paid.

The plan coverage will be:

- Plan A – one hundred percent (100%)
- Plan B – sixty percent (60%)
- Plan C – fifty percent (50%)

b) Extended Health

The Employer will pay one hundred percent (100%) of the premium of the Extended Health Benefits plan.

c) Group Life Insurance

The Employer will pay one hundred percent (100%) of the Group Life Insurance premium. This Group Life Insurance will provide coverage calculated at 2.35 times annual basic earnings rounded to the next higher \$1,000 if not already a multiple of \$1,000. Maximum \$200,000.

11.02 Employee Benefits Coverage While on Sick Leave

In the case of absence for illness or accident (Worksafe BC), the Employer will pay the premiums for medical, dental, extended health, group life and AD&D for a maximum of six (6) months from the commencement of the illness or accident. Thereafter the employee may pay the full premiums through the employer provided it is permissible under the plan by paying the premiums one (1) month in advance.

11.03 Long-Term Disability (LTD)

All regular employees, as defined by the Public Education Benefits Trust (PEBT) Long Term Disability (LTD) Plan, shall participate in the CORE PEBT LTD plan. This CORE PEBT LTD plan shall be at no cost to the Employer or the employee.

Employees will pay 100% of the premium to maintain the top up on the current provincial LTD program, through the Public Education Benefits Trust (PEBT). The elimination period for LTD benefits is one hundred and twenty (120) calendar days from the start of authorized sick leave exclusive of unscheduled summer months.

11.04 Municipal Pension Plan

All eligible employees shall participate in the Municipal Pension Plan of B.C. Regular part-time employees shall have the option of participating in the Municipal Pension Plan of B.C.

11.05 Benefit Summary

<b>Benefit</b>	<b>Cost Sharing</b>
Medical Services Plan	100% Employer
Extended Health	100% Employer
Dental Plan	90% Employer and 10% Employee
Life Insurance	100% Employer
LTD Core	100% Employer
LTD Core Top Up	100% Employee

## **ARTICLE 12 – SENIORITY**

### 12.01 Role of Seniority

The Employer agrees that seniority shall govern in all cases of promotions, demotions and transfers but that seniority shall govern only when the employee or employees are qualified and have the ability to perform the job. The Employer shall determine qualifications in a fair and equitable manner. Job postings will contain qualifications and experience as outlined in the position description.

### 12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April and November of each year.

### 12.03 Probationary Period and Regular Status

Employees appointed to their first regular position shall be on probation for a period of sixty (60) shifts worked from the date of appointment.

Upon successful completion of the probationary period, an employee will become a regular employee and, unless already obtained as per Article 12.04, seniority shall be effective from the date of appointment to the regular position.

During the probationary period the employee shall be entitled to all rights and benefits of this Agreement unless specified otherwise.

During the probationary period, the standard of discharge for newly hired employees, or employees without seniority, shall be lack of suitability. Employees with seniority who prove unsuitable in the probationary period shall be removed from the position and returned to their former position without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority.

### 12.04 Temporary Employee's Seniority

A temporary employee's seniority shall commence on the first day of work in the sixty (60) working shifts within the twelve (12) month qualifying period. Prior to attaining seniority, the standard for discharge is lack of suitability.

### 12.05 No Loss of Seniority

Employees shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.



Rejection of a position that involves travel in excess of one hundred (100) kilometres round trip from the employee's home shall be treated as good and sufficient cause by both parties and shall not result in loss of seniority for the affected employee or employees.

#### 12.06 Loss of Seniority

Employees shall only lose seniority in the event they:

- (a) Are discharged for just cause and are not reinstated.
- (b) Resign or retire which is confirmed in writing.
- (c) Are absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) Are laid off and do not accept offered work of a minimum of ten (10) shifts per year
- (e) Are not on an approved leave and do not accept offered work for a minimum of twenty (20) shifts per year.

It shall be the responsibility of the employee to keep the Employer informed of their current contact information.

#### 12.07 Transfer Outside of the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. An employee transferred out of the unit shall retain their seniority for up to sixty (60) shifts. If the employee returns to the bargaining unit within the sixty (60) shifts, they will move back into the position they held prior to leaving the unit. Other employees affected will also bump back into their original positions.

#### 12.08 Merger or Amalgamation

In the event that the Employer shall merge, amalgamate, or combine any of its operations or functions with another School District, the Employer agrees to the retention of seniority rights for all employees with the new District following consultations between the Union and the Employer.

#### 12.09 Operational Transfers

Employees may be transferred from one school to another, if such a transfer is considered expedient by the Employer in order to expedite the over-all cleaning, maintenance or heating work in the School District for a period not in excess of sixty (60) days, and after consultation with the Union, and, if the transfer is to be of a permanent nature, subject to the provisions of Article 12 of this Agreement. If an employee transferred on a temporary basis, sixty (60) working days or less, is required to travel out of the Municipality in which they normally work to effect such

temporary transfer, the Employer agrees to provide transportation for the employee from one Municipality to the other for the duration of the temporary transfer, or in lieu of providing such transportation, the Employer shall pay such employee required to use their own means of transportation at the mileage rate set out in Board Policy for Trustees on School Board business.

#### 12.10 Transfers

By mutual agreement between the Employer and the Union, an employee may be transferred from one position to another in the same classification within the school district:

- a) To eliminate the need for a layoff or
- b) In cases where there is a duty to accommodate or
- c) Where findings of workplace harassment or bullying have been made.

The transfer will not involve travel of more than 100 kilometers round trip from the employee's home, unless by mutual agreement.

#### 12.11 Supervisors and Crossing Guards

1. That the terms and conditions of the present CUPE contract apply to Supervisors and Crossing Guards except as amended:
  - a) Seniority for regular Supervisors and Crossing Guards is applied on a Supervisor/Crossing Guard classification only basis. Seniority shall be accumulated in hours and be effective from the date of employment and maintained as a separate list.
  - b) Temporary Supervisors and/or Crossing Guards shall not accumulate seniority and shall not be entitled to special consideration by right of seniority.
  - c) Employees shall be entitled to use their seniority for the following purpose only:
    - call to work within the above classification
  - d) Seniority accumulated as a Supervisor and/or Crossing Guard shall not be considered in job postings for other job classifications within the bargaining unit although any such employee who applies shall be given the same consideration as other non seniority-rated applicants.

- e) When a Supervisor and/or Crossing Guard is the successful applicant to a regular position, their seniority within this classification shall be converted and back dated to a calendar date upon successful completion of the probationary period based on the following formula:

Eighty (80) hours worked = one (1) month seniority.

2. Regular employees who are successful applicants for the position of Supervisor and/or Crossing Guard shall be subject to the terms and conditions as listed in this Article if the employer permits employees to hold more than one job.
3. It is recognized that teachers and administrative officers may also provide supervision pursuant to the School Act.

## **ARTICLE 13 –POSTINGS AND STAFF CHANGES**

### 13.01 Job Postings and Vacancies

When a vacancy occurs or a new position is created, the Employer shall notify the Union in writing and post notice of the position on all bulletin boards and electronically for a minimum of four (4) working days so that all members will know about a vacancy or new position. Variations to the time period for postings can be changed by mutual agreement.

Vacancies, if they are to be filled, or new positions must be posted within ten (10) days of the vacancy or creation. Copies of the posting will be emailed to laid off and temporary employees who are not at work and therefore unable to see the posting.

- a) Increase in Hours

Should the Employer require an increase in hours in a posted position that would result in an increase of twelve percent (12%) or more, then that position shall be reposted.

- b) Temporary Vacancies

Temporary vacancies of thirty (30) worked shifts or more duration will be posted as temporary vacancies. If the temporary vacancy was created by a regular employee being absent due to illness, WorkSafeBC or leave of absence, the absent employee must give two (2) weeks notice of their return to work. Vacancies of fewer than thirty (30) worked shifts need not be posted and shall be filled in accordance with Letter of Understanding No. 2 Call-Out Procedure for Casual Work Assignments.

## 13.02 Filling Vacancies

### a) Regular Employees Given Preference

The parties agree that in all cases of regular postings or temporary postings, regular employees having the required skills will be given preference over temporary employees.

### b) Senior Qualified Temporary

When a regular posted position of five (5) continuous hours or more, is not filled by a regular employee, the senior qualified temporary employee shall be offered that position.

Rejection of a position that involves travel in excess of one hundred (100) km round trip from the employee's home shall be treated as good and sufficient cause by both parties and shall not result in loss of seniority for the affected employee or employees.

## 13.03 Education Assistant Vacancies

An expedited staffing process will be used during May and June in preparation for the next school year and during September to fill all new and vacant positions in an operationally efficient manner.

### 1. Layoff and Bumping

- a) During the May, June and September period, employees who are laid off will be provided with notice of lay off as per Article 15.03.
- b) Layoff notices and a summary of the existing and vacant Education Assistant positions by school will be posted electronically at the same time layoff notices are given.
- c) Laid off employees will have bumping rights which they will be required to exercise within two (2) working days of receiving notice of layoff.

### 2. Staffing Meetings

Following the conclusion of the bumping process and/or the creation of new positions, all new and vacant positions will be identified and posted electronically in preparation for the spring staffing meeting held on the second Friday in June and the fall staffing meeting held on the Friday of the third week of school in September.

Available EA positions shall be filled in the spring and fall staffing meetings as follows:

- a) New and vacant positions will be filled on the basis of seniority providing those present at the meeting have the necessary qualifications as per Article 12.01.
- b) Resulting vacancies shall be filled from those participating in this process in person, by teleconference or by letters of intent. EAs will move to their new positions on Monday following the September staffing meeting.
- c) New postings created after the September staffing meeting will be filled on a temporary basis until the end of that school year. If these new postings are determined to be ongoing positions for the subsequent school year they will be posted and filled at the staffing meeting the second Friday of June.
- d) After the September staffing meeting and until the spring staffing process Education Assistants may apply and move to EA postings if the position is an increase of more than one hour of the hours presently being worked.

Upon mutual agreement this expedited process may be customized for use in other classifications to assist in the staffing process.

Variations to this process will be made by mutual agreement.

#### 13.04 Combining Positions

While the parties recognize a need for and a preference on behalf of some employees for part time shifts, the Employer is however encouraged to create positions or a combination of positions that allow employees to work up to the maximum number of hours. Where dual positions are established, the following applies.

a) Dual Roles

A dual role position involves work from two classifications being posted as one job. In all dual role positions, the highest rate of pay shall prevail. Dual role positions will not be spread over more than eight (8) hours work in ten (10) hours.

b) Two Posted Positions

- i) An employee holding two part-time posted positions shall receive the separate rates of pay.
- ii) An employee holding two posted positions will not exceed 8 hours work within a twelve (12)- hour period.

- iii) In the event of a reduction of hours of twelve (12) percent or more or elimination of a job the employee will be allowed to bump if their primary position is affected. Primary position means the job with the most hours or the first job held if the hours are equal.

### 13.05 Definitions

Promoted – an employee moves from one position to a position with a higher rate of pay.

Demoted – an employee moves from one position to a position with a lower rate of pay.

Transferred – an employee moves from one position to a position with the same rate of pay.

### 13.06 Posting Content

Notice of postings shall contain the following information:

Nature of position, required qualifications, knowledge, education and skills, shift, wage or salary. Applications must be made in writing. Such qualifications may not be established in an arbitrary or discriminatory manner. All job posting notices will include date of issuance of posting, a closing date for the posting and the assigned work site.

### 13.07 Role of Seniority

Role of seniority in promotions and transfers:

Both parties recognize:

- (1) the principle of promotion within the service of the Employer.
- (2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 12.01.

### 13.08 Trial Period/Right to Revert

The successful applicant shall be placed on trial for a period of sixty-five (65) shifts worked provided the new position involves a change of classification.

Conditional on satisfactory service, the employee shall be declared permanent after the period of sixty-five (65) shifts worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is

unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Employees will be informed in writing as to why they were unsuccessful in the trial period. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

An employee in a trial period has the right to revert to their former position within the first ten (10) working days of the trial period. If the former position no longer exists, then the employee will exercise their seniority rights.

If an employee chooses to revert back the Employer shall offer the position to the next senior qualified employee who applied for the position.

All other employee movement as a result of the initial appointment shall be reversed.

#### 13.09 Consideration for Postings

When there are no qualified internal applicants, consideration for postings will be given to the senior applicant who does not possess the required qualifications or certification, but is preparing for qualification or certification prior to filling of the vacancy. Such employee will be given a trial period to qualify within four (4) months unless otherwise mutually agreed, and to revert to their former position if the required qualifications or certifications are not met within such time. This clause shall not apply where certificates are mandatory for initial placement in the vacancy.

#### 13.10 Notice of Appointment

Within the first week of each month, a listing of all successful applicants for postings issued the previous month will be posted electronically and emailed to the Union. The Union shall be notified of all appointments, hirings, layoffs, transfers and terminations of employment.

#### 13.11 Course of Instruction

In the event of any employee taking a course of instruction, as approved by the Employer, in order that the employee will better qualify to perform their job, the Employer will, on the employee's successful completion of the course, reimburse the employee in full for all costs incurred during the duration of the course. When an exam connected with the course requires the employee to be absent from work for the day then the employee will be reimbursed for one day.

### 13.12 Notification of Qualifications

An employee shall be responsible for advising the Employer promptly upon meeting the requirements and successfully completing recognized trades or other qualifications.

### 13.13 Duty to Accommodate

The Union, the employee affected, and the Employer agree to consult and cooperate on issues relating to the duty to accommodate. The Parties recognize the requirements to comply with the Human Rights Code and the Labour Relations Code for an accommodation.

### 13.14 Job Descriptions

The Employer agrees to develop and maintain job descriptions for all positions and classifications for which the Union is the bargaining agent. The descriptions will become the recognized job descriptions when signed by both the Union and Management.

### 13.15 Changes to Existing Classifications

Existing classifications and rates of pay shall not be eliminated or changed without consultation with the Union.

### 13.16 Employee Familiarization

Wherever possible employees new to a position will be given an adequate period of familiarization. In any event Education Assistants with Level 2 students or equivalent will be given a minimum of one (1) shift with a qualified individual.

## **ARTICLE 14 – GENERAL PROVISIONS**

### 14.01 Tools

All tools required by individuals will be supplied by the employer for use on the job only.

### 14.02 Apprenticeship Training Program

The Employer agrees in accordance with the Regulations of the Apprenticeship Branch to implement, where possible, an apprenticeship program in the District.



#### 14.03 Clothing Allowance

All bus drivers and maintenance employees upon becoming regular employees shall be provided with coveralls. Where required, clerical employees shall be provided with smocks or other protective clothing.

Coveralls, wherever needed, shall be made available in all areas.

By mutual agreement, the type of material may be varied to suit particular circumstances.

The Employer will pay for the cleaning of coveralls once a week.

#### 14.04 Personal Expenses

##### 1. Out of Pocket Expenses

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

##### 2. Mileage

For employees required to use their personal vehicle, they shall be paid mileage rate to the maximum allowable under Board Policy.

### **ARTICLE 15 – ROLE OF SENIORITY IN LAY-OFFS**

#### 15.01 Lay-off Order

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order to the bargaining-classification-wide seniority provided they can adequately perform the work available.

#### 15.02 Recall

Employees shall be recalled to casual assignments in the order of seniority provided they can adequately perform the work available, in accordance with Letter of Understanding No.2.

#### 15.03 Notice of Lay-off

The Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to

work the days as provided in this Article, they shall be paid for the days for which work was not made available.

#### 15.04 Union Executive

In order that the operations of the Union will not become disorganized when lay-offs are made, members of the Local Executive Board and Chief Steward shall be the last people laid off during their term of office, subject to job requirement.

#### 15.05 Benefits on Lay-off

The Employer agrees to pay its portion of premiums for all employee benefit plans for employees laid off for a period of fewer than four (4) calendar months. In the event of a longer lay-off, employees so affected shall have the right to continue receiving coverage through direct payments where allowable.

#### 15.06 Grievance Procedure

Grievances concerning lay-offs shall be initiated at Step 3 of the grievance procedure.

#### 15.07 Order of Bumping

Regular employees, when lay-off occurs, will have the right to bump, bargaining-unit-wide, any employee with less seniority, providing they can adequately perform the job. The temporary employees, when lay-off occurs, will have the right to bump, bargaining-unit-wide, any temporary employee with less seniority, providing they can adequately perform the job.

#### 15.08 Reduction of Hours

Should the Employer require a reduction of hours that would result in a twelve percent (12%) or more reduction of the incumbent's hours during the previous five (5) years, the employee has the following options:

- (a) accept the reduction and remain in the position
- (b) have the right to exercise their seniority to bump as per Article 15.07 and 15.10.

If an individual has already been reduced by twelve (12%) percent or more, any further reduction will allow bumping to occur and the changed position will be reposted.

#### 15.09 Temporary Employees

The parties agree that temporary employees will be laid off before regular employees and temporary employees will not be allowed to bump regular employees.

#### 15.10 Length of Time for Bumping Rights

Any bumping rights contained in this Article must be exercised within five (5) working days of receiving notice of lay-off. Bumping rights for Education Assistants during May, June and September are covered by Article 13.03 Education Assistant Vacancies.

#### 15.11 Treatment of Employees on Recall

Employees given lay-off notice and accepting lay-off rather than exercising any bumping rights will be subject to first recall on all casual assignments according to Letter of Understanding No. 2, providing they can adequately perform the work available.

### **ARTICLE 16 – DISMISSAL AND RESIGNATION**

#### 16.01 Dismissal for Just Cause

Employees who are dismissed for just cause are not entitled to two (2) weeks notice of termination of employment or two (2) weeks pay in lieu thereof.

#### 16.02 Notice of Termination

Except in the case of dismissal for just cause, employees who have completed their probationary period shall be given fourteen (14) calendar days notice of termination of employment or two (2) weeks pay in lieu thereof.

#### 16.03 Resignation

An employee who voluntarily leaves the service of the Employer shall be required to give the Secretary-Treasurer fourteen (14) calendar days notice in writing of termination of employment.

#### 16.04 Representation

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall forthwith give written

particulars of such censure to the Secretary of the Union. The employee will be accompanied by the Shop Steward.

#### 16.05 Records of Offense

Records that have been listed for over an eighteen (18) month period will be withdrawn providing there has not been a continuation of an offence or if they involve harm to a child. Only those records of more than eighteen (18) months shall be deleted.

#### 16.06 Access to Personnel Files

All employees shall have the right, after reasonable notice, to review their personnel files in the presence of an Employer representative during regular office hours, but on the employee's own time. Reasonable requests for photocopies of documents in the file shall be supplied by the Employer.

### **ARTICLE 17 – SAFETY**

#### 17.01 Cooperation

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

#### 17.02 Representation

A Safety Committee shall be established and comprised of three (3) representatives appointed by the Employer and three (3) representatives of the Union.

#### 17.03 Meetings

The Safety Committee shall hold meetings as requested by the Union or by the Employer and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.

#### 17.04 Minutes

Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Executive of the Union.

#### 17.05 Tools, Equipment and Clothing

All employees working in any dangerous capacity shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.

#### 17.06 Remuneration

Time spent by employees in performance of their duties, as members of the Joint Safety Committee shall be considered as time worked, and payment shall be on the basis of straight time only.

#### 17.07 Workers' Compensation Act Recognition

Both the Union and the Employer recognize the Workers' Compensation Act and associated rules and regulations.

#### 17.08 Safety Training

Time spent on Health and Safety courses approved by the Secretary-Treasurer should be considered as time worked and payment shall be on the basis of straight time only to a maximum of eight (8) hours per day.

#### 17.09 Communicable Disease

The Safety Committee is also charged with reviewing the impact of serious communicable diseases and what assistance the Employer might provide to protect employees in their specific environment.

#### 17.10 Boot Allowance

Upon production of receipt, the Employer will reimburse each Repairperson, Groundsperson, Tradesperson and Certified Journeyman up to four hundred (\$400.00) every two (2) years as a boot allowance. It is recognized that these tradespersons must purchase and wear safety-toed boots.

#### 17.11 Footwear Allowance

Upon production of receipt, the Employer will reimburse each Bus Driver and Custodian in a posted position up to two hundred (\$200) every two (2) years as a work footwear allowance.

### **ARTICLE 18 – LABOUR MANAGEMENT COMMITTEE**

#### 18.01 Representation

A Labour Management Committee shall be set up comprised of representation of the Employer and up to four (4) members of the Union.

## 18.02 Objectives

The Labour Management Committee's objectives shall be to discuss and attempt to settle all disagreements that may arise out of this Agreement, excepting the cases where grievance procedures have been instituted and to settle any interpretation of differences that may arise. Any matter felt to be of mutual concern may be discussed with a view to attaining amicable settlement by both parties.

## 18.03 Meetings

Meetings may be called by either party to be held at a time and place mutually agreed upon.

### Remuneration

Employees will not suffer a loss of pay for attendance at such meetings and a maximum of eight (8) hours per year will be available for allocation to employees who attend on their own time.

## **ARTICLE 19 – GRIEVANCE PROCEDURE**

### 19.01 Procedure

Should a dispute arise between the Employer and the Union and any employee or employees regarding the interpretation of or violation of the Agreement, an earnest effort shall be made to settle the dispute in the following manner:

#### Stage 1

The employee or employees concerned, in person, with a Union representative, shall first seek to settle the dispute with the appropriate Supervisor within forty (40) calendar days after the occurrence of the act or decision giving rise to the dispute.

#### Stage 2

Failing a satisfactory settlement within six (6) working days after the dispute was submitted under Stage 1, the employee or employees concerned, with a Union representative, may submit the dispute, which shall be stated in writing, to the Secretary-Treasurer of the Board, who shall meet with the Union's representative within six (6) days of being requested to so meet.

#### Stage 3

Failing a satisfactory settlement within nine (9) working days after a grievance has been submitted under Stage 2, the dispute may be submitted to the Employer Committee which shall meet with the Union's representative within seven (7) days of being requested to so meet.

#### Stage 4

Failing a satisfactory settlement within five (5) working days after the dispute was submitted under Stage 3, the Union may, on giving five (5) working days notice in writing to the Employer of their intention, refer the dispute to Arbitration.

#### 19.02 Timelines

Saturdays, Sundays and statutory holidays shall not be counted in determining the time within which any action must be taken under Stage 1.

#### 19.03 Grievance by the Employer

The Employer shall have the right to submit in writing any dispute regarding the interpretation of or violation of this Agreement to the Executive Board of the Union. Failing a satisfactory settlement within eight (8) working days of the submission, the Employer may, upon giving five (5) working days notice in writing to the Union of their intention, refer a dispute to Arbitration.

#### 19.04 In Writing Beyond Stage One

All grievances beyond Stage 1 will be submitted and answered in writing.

#### 19.05 Policy Grievance

Policy grievances will be initiated at Stage 2 of this procedure.

#### 19.06 Dismissal or Suspension

In the case of a dismissal or a suspension, grievances may be initiated at Stage 2 of the grievance procedure.

#### 19.07 Technical Error

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error.

### **ARTICLE 20 – ARBITRATION**

#### 20.01 Alternate Dispute Resolution

If the parties mutually agree, alternate dispute resolution provisions of the Labour Relations Code may be invoked instead of the arbitration process contained in this article.

## 20.02 Arbitrator

- a) Either party may refer a difference between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrated, during the term of the Collective Agreement to arbitration.
- b) All arbitrations shall be heard by a sole arbitrator unless the parties mutually agree to submit a grievance to a three (3) person arbitration board.
- c) If the parties fail to agree upon a sole arbitrator within ten (10) days, the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party. In the event of a three-person panel, if either party fails to appoint a nominee within ten (10) days or if the two (2) nominees fail to agree upon a Chairperson within a further ten (10) days, the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party.

## 20.03 Jurisdiction of Arbitrator

An arbitrator named in accordance with this clause shall be governed by the provisions of this Agreement and shall not have the right to add to, delete from, change, or make any decision inconsistent with the provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

## 20.04 Settling Disputes

Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Articles 19 and 20 as the only means of resolving any differences which may arise during the term of this Agreement. All employees except those discharged or suspended shall continue to work as usual without curtailment or restriction of normal production, and the Employer shall not lock out the employees.

## 20.05 Expenses

Each party shall pay all expenses incurred in connection with the presentation and preparation of its own case. Chairperson's expenses shall be shared equally.

## 20.06 Witness-Access to Premises

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or



the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### 20.07 Timelines

The procedure for settling disputes as set out in this Article shall be strictly adhered to, but where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to by-pass Stages 1 and 2 of Article 19.01. The time limitations set out in this Article may be extended by mutual agreement of the parties.

### **ARTICLE 21 – HUMAN RIGHTS**

#### 21.01 Harassment

The Union and the Employer recognize the right of employees to work in an environment free from all harassment. Therefore, the Union and the Employer agree to cooperate in resolving any complaints of harassment which may arise in the work place.

Sexual harassment shall be defined as any unwanted sexually oriented practice that undermines an employee's health or job practice, or endangers an employee's employment status or potential.

Personal harassment shall be defined as any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated, or offended or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment in accordance with WorkSafeBC regulation. Complaints of bullying and harassment shall be addressed in accordance with the Respectful Workplace Board policy.

#### 21.02 Discrimination

The Employer, Union and employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, gender identity or expression, marital status, or any other grounds protected by the *BC Human Rights Code* nor by reason of their membership in a Labour Union. Employees shall at all times and in like manner act in good faith toward the Employer.

### 21.03 Expedited Harassment & Discrimination Grievance

An employee may initiate a grievance regarding the outcome of their complaint at stage two (2) of the grievance procedure. Grievances under this clause shall be handled with all possible confidentiality and dispatch.

### 21.04 Board Policy

Any changes to Board Policy in these areas will be made in consultation with all the education parties.

### 21.05 Duty to Accommodate

The Union, Employer and the employee requesting accommodation agree to consult and co-operate with each other on issues relating to Duty to Accommodate.

The parties recognize the requirements to comply with Human Rights Code for an accommodation.

## **ARTICLE 22 – TERM OF AGREEMENT**

### 22.01 Term

This Agreement shall remain in effect commencing July 1, 2022 through the period ending June 30, 2025.

### 22.02 Notice

Either party, may within the period of four (4) months immediately preceding the date of expiry of this Agreement, by written notice, require the other party to the Agreement to commence collective bargaining.

### 22.03 Agreement to Continue in Force

In the event that a new Collective Agreement is not in place by the expiry date, the terms of this Agreement are deemed to remain in effect until:

- (a) a new Agreement has been negotiated, or
- (b) the right of the Union to represent the employees in the bargaining unit has been terminated, whichever occurs first

### 22.04 Letters of Understanding

Clarification of interpretation or changes to the Collective Agreement, may, by mutual agreement, be addressed through a letter of understanding.

Signed this \_\_\_\_ date of \_\_\_\_\_ 2024

For the Employer

For the Union

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“Miranda Burdock”

---

“Janet Thorpe”

---

“Mark Danyluk”

---

“Susan Blair”

---

“David Reid”

---

“Debbie Dierckens”

---

“Megan Kitson”

---

“Madalene Espenhain”

---

“Tammy Sowinski”

---

“Jolene Lamoureux”

### SCHEDULE A – WAGES

Position	01-Jul-22	01-Jul-23	01-Jul-24
	<b>\$0.25; and 3.24% GWI</b>	<b>5.5% GWI; plus 1.25% COLA</b>	<b>2% GWI; plus COLA**</b>
*STUDENT SUPERVISORS	\$ 20.27	\$ 21.63	\$ 22.07
CROSSING GUARD	\$ 20.27	\$ 21.63	\$ 22.07
CUSTODIAN	\$ 25.17	\$ 26.87	\$ 27.41
LIBRARY ASSISTANT	\$ 25.17	\$ 26.87	\$ 27.41
TECHNOLOGY ADMIN ASSISTANT	\$ 25.38	\$ 27.09	\$ 27.64
FOOD PROGRAM COORDINATOR	\$ 25.38	\$ 27.09	\$ 27.64
GENERAL MAINTENANCE	\$ 25.38	\$ 27.09	\$ 27.63
DESKTOP TECHNICIAN	\$ 26.03	\$ 27.78	\$ 28.34
GROUNDSPERSON	\$ 26.89	\$ 28.71	\$ 29.28
REPAIRPERSON	\$ 26.89	\$ 28.71	\$ 29.28
*EDUCATION ASSISTANT	\$ 27.23	\$ 29.07	\$ 29.65
*SIGN LANGUAGE INTERPRETER	\$ 27.23	\$ 29.07	\$ 29.65
*SECRETARY IN CHARGE ELEMENTARY	\$ 28.55	\$ 30.47	\$ 31.08
BUS DRIVER	\$ 28.55	\$ 30.47	\$ 31.08
*SECRETARY IN CHARGE SECONDARY	\$ 30.47	\$ 32.52	\$ 33.17
TRADEPERSON FIRST CLASS	\$ 30.77	\$ 32.84	\$ 33.50
TECHNOLOGY SERVICE TECHNICIAN	\$ 32.65	\$ 34.86	\$ 35.56
JOURNEYPERSON/TRADEPERSON	\$ 36.55	\$ 39.01	\$ 39.79

#### **\*Pay Equity Classifications**

Student Supervisors	\$ 17.21	\$ 18.37	\$ 18.74
Education Assistant	\$ 25.99	\$ 27.74	\$ 28.29
Sign Language Interpreter	\$ 25.99	\$ 27.74	\$ 28.29
Secretary In-Charge Elementary	\$ 25.99	\$ 27.74	\$ 28.29
Secretary In-Charge Secondary	\$ 27.36	\$ 29.21	\$ 29.79

*\* Pay Equity Note - If the Provincial Government does not continue the Pay Equity funding, the wage rates will revert back to the existing wage rates subject to any negotiated increases.*

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

## **NOTES ON SCHEDULE "A"**

1. In schools where there is one custodian, that person shall receive twenty-one cents (\$0.21) per hour in addition to their regular rate of pay. Effective January 1, 2023 this will increase to fifty (\$0.50) per hour.
2. Head Custodian in charge of one or more people in a school shall receive twenty-one cents (\$0.21) per hour and nine cents (\$0.09) per hour for each person under their charge, in addition to their regular rate of pay. Effective January 1, 2023 the premium will increase to fifty (\$0.50) per hour and twenty-five (\$0.25) per hour for each person.

Note: A Head Custodian must be designated by the Secretary Treasurer or designate.

3. A Leadperson shall receive not less than ten percent (10%) above the highest rated classification under their supervision. A Leadperson must be designated by the Secretary Treasurer or designate. However, an employee shall not be considered as being responsible for people working with them unless they are designated as the Leadperson.
4. A repairperson will be paid at the Journeyperson rate while employed on construction work if they possess the relevant trades qualification certificate.

## SCHEDULE "B"

Hours of Work	School Periods
Custodian	Monday to Friday – up to eight (8) hours per day, includes a half an hour paid lunch per day.
Groundsperson	Monday to Friday – up to eight (8) hours per day.
Bus Drivers	Monday to Friday – up to eight (8) hours per day. Bus Drivers can be scheduled split shifts however, the total length of day should not exceed the hours permitted in the BC Motor Vehicle Regulations and the National Safety Code.
Technology Service Technician	Monday to Friday – up to eight (8) hours per day.
Maintenance	Monday to Friday – up to eight (8) hours per day.
Clerical	Monday to Friday - up to eight (8) hours per day.
Education Assistants	Monday to Friday - up to eight (8) hours per day.

### School Holiday Periods

Custodian Groundsperson Repairperson	Monday to Friday – up to eight and one-half (8.5) hours per day (includes ½ hour lunch period)
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#### Note:

1. The normal hours of work listed in this Schedule do not limit any existing work schedule in place as a result of the four (4) day school week or preclude any new schedules that may be developed or varied through consultation and by mutual agreement.
2. Bus Drivers are the only classification that can be scheduled by split shifts, except by mutual agreement.
3. The parties agree to recognize all positions of thirty-five (35) hours or greater as full-time for the purposes of reporting to the Municipal Pension Plan.

## **SCHEDULE “C”**

### **Job Classifications**

Employees shall be classified as follows:

#### **Secretary**

An employee in this classification is responsible for the effective and efficient operation of a school office. This includes performing a variety of administrative, financial and clerical duties.

#### **Bus Driver**

An employee in this classification operates a school bus ensuring that the vehicle is in safe condition and in accordance with all the requirements of the Motor Vehicle Act and with Board Policy to provide for the safe transportation of passengers.

#### **Custodian**

An employee in this classification provides custodial services, secures schools and performs minor maintenance tasks, individually or as members of a crew, in accordance with established district standards and procedures.

#### **Education Assistant**

An employee in this classification provides a broad range of support services to individual and/or groups of students with specific educational needs.

#### **General Maintenance**

An employee in this classification is engaged in general maintenance of district buildings and grounds and provides assistance where required.

#### **Groundsperson**

An employee in this classification is engaged in the repair and maintenance of all district grounds and grounds equipment. These employees are also engaged in landscaping, and as required, doing general maintenance, construction and decorative work.

#### **Repairperson**

An employee in this classification performs semi- skilled maintenance construction and decorative work and provides assistance to others as required

### Tradesperson First Class

An employee in this classification does skilled work and general maintenance as required.

### Journeyperson

An employee in this classification does skilled work in the trade in which the Employer requires the employee to be certified and assists others as required.

### Technology Admin Assistant

The Technology Admin Assistant functions as the first point of contact to the IT Department, directing incoming communication and requests as well as providing administrative support to the IT Department and resolving routine desktop support issues.

### Desktop Technician

An employee in this classification provides a first level of contact for end users to receive support and maintenance within the organization's desktop computing environment, including installing, diagnosing, repairing, maintaining, and upgrading all desktop hardware and equipment to ensure optimal device performance.

### Technology Service Technician

An employee in this classification implements and supports the district's computer hardware/software, including trouble shooting and providing technology assistance to staff as required.

### Food Program Coordinator

The Food Program Coordinator performs the functions necessary to assist with the delivery of the District's Food for Families Program, the focus of which is to assist students and families with food security at home.

### Library Assistant

An employee in this classification supports the operation of the library including processing and circulating resources, taking inventory, performing clerical duties and monitoring students.

### Student Supervisors

An employee in this classification supervises students during non-instructional time.

### Crossing Guards

An employee in this classification ensures the safety of students in assigned crosswalks and traffic areas.



## APPENDIX "A"

### Bus Driver Administrative Policy

1. The minimum trip payment for all extra-curricular trips shall be two (2) hours at the bus driver straight time rate.
2. After completion of every four (4) hour period, bus drivers will receive meal allowances as per BCSTA rates.

12:01am – 11:00 am – breakfast

11:01 am – 5:00 pm – lunch

5:01 pm – 12:00 am - dinner

For trips that are sixteen (16) hours or more in length then BCSTA full day rate will be paid.

3. Night rest periods shall be deemed to be eight (8) hours and will not be used in the calculation of waiting time, working time meal allowances or calculation of a full working day.
4. Time calculation for wage payment will be from point of departure (bus garage or from permanent location of the Christina Lake bus) to return of bus to garage and servicing of bus to operational condition. Up to a maximum of one (1) hour will be paid to put bus in operational condition.

Note that time calculation for trips from Christina Lake is specified in Appendix "B", No. 6.

5. A room will be provided for any trip that exceeds twelve (12) hours.
6. A driver will be supplied with a room for all overnight trips.
7. A full day waiting time will be paid at regular rates for the full working day.
8. Overtime will be paid after eight (8) hours per day or after forty (40) hours per week. Waiting time will be paid at straight time and not calculated in hours worked for overtime purposes except that overtime occasioned by emergency conditions (vehicle breakdown, weather and road conditions) will be paid after the expiry of normal working hours per day and after eight (8) hours per day on extra-curricular trips.
9. Bus drivers driving extra-curricular trips will be paid their vacation pay at their current percentage on the earnings for each trip on the next closest payday.

## **APPENDIX “B”**

(Applicable to Grand Forks geographical area)

1. It was agreed that the following terms would apply to the administration and payment of curricular and extra-curricular bus trips for bus drivers in addition to the terms of the Bus Driver Administrative Policy as stated in the current C.U.P.E. Local 2098 Collective Agreement.
2. Curricular and extra-curricular trips will be posted in advance. Minimum notice will be twenty-four (24) hours and may be given by telephone to the bus garage. If the driver who is next on the extra-curricular board chooses to take a trip when fewer than twenty-four (24) hours' notice has been given they may do so. If they do not wish to take the trip they shall maintain their place on the Trip Board and the trip will then be considered as an emergency trip and will be offered to each of the other drivers on a seniority basis.
3. After completing their probationary period, a driver who has a regular posted position may elect to be listed on the extra-curricular trip board on a seniority basis. Drivers on the board will then be approached to drive on a rotation basis. This rotation will continue in September where it ended the previous June. Secondary board will rotate in reverse seniority.
4. When a driver on the primary board does not take a trip it goes to the first driver on the secondary board (driver on primary board goes to the bottom). As a driver on the secondary board takes, or for any reason does not take a trip, their name goes to the bottom of the secondary board and the trip is then offered to the next in line on the secondary board.
5. The original driver approached, barring sickness or approved leave of absence, must take the trip if no other driver wants it. If they still refuse, they are stricken from the boards for the duration of the school year.
6. All extra-curricular trips from Christina Lake will follow the procedure as laid out in this Appendix provided the Board is not required to pay time on mileage to and/or from the Lake for the driver to pick up or deliver the bus. This item will not apply if the driver on the Christina Lake run is not available for extra-curricular trips.
7. In the event that a trip is cancelled after a driver has taken off their regular shift in order to drive that trip, the driver will retain their place on the board.
8. When more than one trip occurs on the same day, the earliest departure time goes to the driver who is in first place on the board.
9. Overnight extra-curricular trips will be awarded to the regular drivers on a seniority wide basis on a separate board regardless of their position on the primary or

secondary board. This overnight trip board starts off with the driver having the most seniority and will rotate continuously year after year thereafter.

10. Regular drivers shall be eligible for curricular and extra-curricular trips only if there is no extra cost to the Board. Where a regular driver decides to take a trip under this clause, they shall be guaranteed a minimum of their normal shift hours.
11. In the event a driver is absent due to sickness, approved leave of absence or taken off bus duties to work Maintenance, their position on the board will remain. If this period lasts longer than one month, their name on the board will be bypassed until they return to driving duties.

## **APPENDIX "B2"**

(Applicable to the Kettle Valley Geographical Area)

The Parties agree to amend Appendix "B2" to reflect current practice as follows:

1. It was agreed that the following terms would apply to the administration and payment of curricular and extra-curricular bus trips for bus drivers in addition to the terms of the Bus Driver Administrative Policy as stated in the current CUPE Local 2098 Collective Agreement.
2. Curricular and extra-curricular trips will be posted in advance. Minimum notice will be twenty-four (24) hours and may be given by telephone to the bus garage.
3. Curricular and extra-curricular trips with fewer than 24 hours notice will be considered as an emergency trip. If the driver who is next on the extra-curricular board chooses to take an emergency trip, they may do so. If they do not wish to take the trip, they shall maintain their place on the Trip Board and the trip will then be offered to each of the other drivers on a seniority basis. If a driver who is scheduled to drive an extra-curricular trip is then unable to take the trip due to unforeseen circumstances, with fewer than twenty-four (24) hours notice, this provision will apply.
4. After completing their probationary period, a driver who has a regular posted position may elect to be listed on the extra-curricular trip board on a seniority basis. Drivers on the board will then be approached to drive on a rotation basis. This rotation will continue in September where it ended the previous June.
5. When a driver on the board does not take a trip, that driver goes to the bottom and the trip is then offered to the next in line. If no regular driver takes the trip, it is then offered to the spare drivers on a seniority basis.
6. The original driver approached, barring sickness or approved leave of absence, must take the trip if no other driver wants it. If they still refuse, they are stricken from the boards for the duration of the school year.
7. In the event that a trip is cancelled after a driver has taken off their regular shift in order to drive that trip, the driver will retain their place on the board.
8. When more than one trip occurs on the same day, the earliest departure time goes to the driver who is in first place on the board. Trip switching is not encouraged. However, two consecutive drivers with trips on the same day may mutually agree to switch trips. No grievances or complaints will be entertained as a result.
9. Overnight extra-curricular trips will be awarded to the regular drivers on a seniority wide basis on a separate board regardless of their position on the trip board. This

overnight trip board starts off with the driver having the most seniority and will rotate continuously year after year thereafter.

10. Regular drivers shall be eligible for curricular and extra-curricular trips only if there is no extra cost to the Board. Where a regular driver decides to take a trip under this clause, they shall be guaranteed a minimum of their normal shift hours.
11. In the event a driver is absent due to sickness, approved leave of absence or taken off bus duties to work Maintenance, their position on the board will remain. If this period lasts longer than one month, their name on the board will be by-passed until they return to driving duties.

## **APPENDIX “C”**

### **Mini Bus**

That the Mini Bus will not be included as bargaining unit work until such time that the School Board owns the bus. At that time the servicing and driving will be the work of the bargaining unit.

**LETTER OF UNDERSTANDING NO. 1**

BETWEEN            The Board of Education of School District No. 51 (Boundary)

AND                    The Canadian Union of Public Employees, Local 2098

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Replacement for Positions of Split Shifts

It is hereby agreed that when Schedule “A” classifications, bus drivers and crossing guards, report ill solely for a morning, noon or afternoon shift, the Employer, where possible, shall rather than call a spare employee, cover the shift with existing qualified, regular, full-time staff.

Signed this 5 day of May 2020

Renewed on the 17<sup>th</sup> of November 2022.

For the Employer

“Miranda Burdock”

“Mark Danyluk”

For the Union

“Janet Thorpe”

“Susan Blair”

“Debbie Dierckens”

“Madalene Espenhain”

## LETTER OF UNDERSTANDING NO. 2

BETWEEN            The Board of Education of School District No. 51 (Boundary)

AND                 The Canadian Union of Public Employees, Local 2098

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### Call-Out Procedure for Casual Work Assignments

1. A call-out list is established from qualified candidates by management every September or as amended from time to time. Substitutes will indicate to the Board in which geographical areas (Grand Forks or Kettle Valley) they will be available and are responsible to keep the Board informed of their current address and contact information.
2. Availability for Work
  - a) Any employee unavailable for call-out for any period of time in excess of five (5) working days will notify the Secretary-Treasurer or designate. Such notification may not be made more than once per school year.
  - b) If the employee fails to notify the employer for such period of absence and/or they do not make themselves available for work they may be removed from the list.
  - c) Failing to accept a call out more than twice in a school year will result in the employee being moved to the bottom of the list of casuals for the remainder of the school year.
3. Substitutes are called in the following order:
  - a) Laid-off employees as per Article 15 – Role of Seniority in Lay-offs
  - b) Temporary employees in order of seniority date.
  - c) Casuals
    - Casuals who have completed between thirty to fifty-nine (30 - 59) shifts
    - Casuals who have completed between one and twenty-nine (1 - 29) shifts on a rotation basis
4. Substitutes are called in by their immediate supervisor(s) or designate.
5. If a substitute does not answer the call, the next substitute on the list will be called until one has been reached and agrees to substitute.



6. If, after a number of shifts worked by casuals, the Supervisor is not satisfied with the work performance, the Secretary-Treasurer or designate will inform the casual that their name will be removed from the list.
7. Once a substitute has accepted a job assignment, they will remain in the assignment for the duration of the regular employee's absence for up to one (1) week, except in the case of Education Assistants who will normally remain in the assignment for the duration of the short term absence.

Signed this 5 day of May 2020

Renewed on the 17<sup>th</sup> of November 2022.

For the Employer

"Miranda Burdock"

"Mark Danyluk"

For the Union

"Janet Thorpe"

"Susan Blair"

"Debbie Dierckens"

"Madalene Espenhain"

### **LETTER OF UNDERSTANDING NO. 3**

BETWEEN           The Board of Education of School District No. 51 (Boundary)

AND                The Canadian Union of Public Employees, Local 2098

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Maintenance Plan for Job Descriptions, Classifications and Changes to Classifications

There will be a Joint Job Evaluation Committee, made up of two (2) representatives from the Employer and two (2) representatives from the Union.

Each party may have one (1) alternate.

The role of the Joint Committee will be to review and make recommendations for new and revised positions. Either party may engage advisors to assist them in this process.

A.    Revised Positions

Where an employee or supervisor believes that the duties and/or responsibilities of the position have changed, the identified changes will be forwarded to the Joint Committee for review. The committee will review and confirm or revise the rating of the position.

Any changes to the job description and rate of pay will be set by mutual agreement of the parties to this agreement.

B.    New Positions

The Employer shall develop a job description for any new position. The job description and rate of pay shall be set by mutual agreement of the parties to this agreement. In the event of failure to agree the matter shall be resolved via the arbitration provisions of the collective agreement.

Failure to reach mutual agreement in A and B above, shall be resolved by referring the issue direct to arbitration as per the provisions of the collective agreement.

Notwithstanding A above, all positions will be reviewed once every five (5) years. Where review of a position has not been requested, it will be the responsibility of the Joint Committee to complete the review.

Maintaining Gender Equity

This agreement is meant to ensure that identified inequities in pay between male and female dominated jobs will not be increased.

The Employer and the Union agree to apply general wage increases in such a way that gender equity is maintained.

The Employer and the Union agree to apply for pay equity funds made available by the Provincial Government pursuant to a pay equity program.

Signed this 5 day of May 2020

Renewed on the 17<sup>th</sup> of November 2022.

For the Employer

“Miranda Burdock”

“Mark Danyluk”

For the Union

“Janet Thorpe”

“Susan Blair”

“Debbie Dierckens”

“Madalene Espenhain”

## LETTER OF UNDERSTANDING NO. 4

BETWEEN The Board of Education of School District No. 51 (Boundary)

AND The Canadian Union of Public Employees, Local 2098

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### Student Employment

The Union and Employer understand that it may be beneficial to hire students for short periods of time. For the purposes of this Letter of Understanding, a student shall be defined as any individual not employed by the district who is enrolled in a related academic or training program. This Letter of Understanding shall not apply to individuals on approved practicums with the district.

Prior to the hiring of a student, the Union and Employer will meet to review the scope of the work and agree upon a rate of pay. A student shall not be employed for more than four (4) months in duration unless there is an agreement between the Union and Employer.

The Employer agrees that the hiring of a student will not adversely affect the schedule or work duties of any existing CUPE employee, nor result in, or be made possible by, the layoff or reduction of hours of any regular employee or normally scheduled casual employee.

The Employer shall notify the student in writing of their appointment and will provide a copy to the Union.

Students hired will become members of the Union while employed by the district but will not have access to the following articles of this collective agreement:

- Article 4: Leaves of Absence
- Article 9: Vacations
- Article 10: Sick Leave
- Article 11: Employee Benefits
- Article 12: Seniority

Upon completion of the term of employment, the student shall cease to be an employee of the district.

This Letter of Understanding is for the term of the collective agreement and will expire on June 30, 2022 unless mutually amended or renewed by the parties.

Signed this 5 day of May 2020

Renewed on the 17<sup>th</sup> of November 2022.

For the Employer

“Miranda Burdock”

“Mark Danyluk”

For the Union

“Janet Thorpe”

“Susan Blair”

“Debbie Dierckens”

“Madalene Espenhain”

**LETTER OF UNDERSTANDING NO. 5  
Provincial Framework Agreement ("Framework")**

**between**

**BC Public School Employers' Association ("BCPSEA")**

**and**

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

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

**1. Term**

July 1, 2022 to June 30, 2025

**2. Wages Increases**

General wage increases as follows:

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

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

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

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

**3. Wage Increase Retroactivity**

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

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

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

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

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

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

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

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

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

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

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

## 6. Local Table Bargaining Money

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

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

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



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

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

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

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

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

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

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

### **Structure:**

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

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

### **Mandate:**

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

- a) Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b) Developing and delivering education opportunities to enhance service delivery to students;

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

**Terms of Reference:**

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

**Funding:**

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

## **9. Safety in the Workplace**

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

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

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

The Provincial Joint Health and Safety Taskforce will:

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

## **11. Job Evaluation**

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Committee Funding**

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

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

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

## **14. Benefits**

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

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

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

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

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

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

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

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

## **17. Unpaid Work**

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

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

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

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

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

## **20. Provincial Dispute resolution**

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

## **21. Funding**

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

## **22. Employee Support Grant**

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

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

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

Dated this 15th day of September, 2022.

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

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

"Paul Simpson"

"Justin Schmid"

"Kirsten Daub"

"Jeff Virtanen"

"Gray Boisvert"

"Tammy Carter"

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

"Leanne Bowes"

"Bruce Anderson"

"Alan Chell"

"Kyle Uno"

"Tammy Sowinsky"

"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"



## Appendix A

### Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

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

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

Original signed on 15<sup>th</sup> September, 2022 by:

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BCPSEA  
Leanne Bowes

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K-12 Presidents' Council  
Paul Simpson