

COLLECTIVE AGREEMENT

Between

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 727**

And

SCHOOL DISTRICT 70 (Pacific Rim)

July 1, 2022 – June 30, 2025

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AGREEMENT ratified January 20, 2023.

BETWEEN:

The Board of Education
School District 70 (Pacific Rim)

(Hereinafter called the "Board")
Party of the First Part

AND:

Canadian Union of Public Employees, Local 727
representing the employees of School District No. 70 (Pacific Rim)

(Hereinafter, called the "Union")
Party of the Second Part

AGREEMENT MADE for the period of three (3) years July 1, 2022 to June 30, 2025.

WHEREAS it is the desire of both parties to this agreement.

1. To maintain and improve the harmonious relations and settled conditions of employment between the Board and the Union.
2. To recognize the mutual value of joint discussions and negotiations;
3. To encourage efficiency in operation;
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

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

Agreed on behalf of

Agreed on behalf of

Signed for the
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (Pacific Rim)

Signed for the
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 727

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

1.01 Regular Employee

An employee who has completed the probationary period, or who has served four (4) continuous months as a temporary employee.

Or

An employee who has completed 80 shifts within a one-year period

(a) Regular Status Employee

An employee currently in a position of four (4) months or longer.

(b) Recall Status Employee

A regular employee not in a position.

1.02 Regular Position

A job that is anticipated to continue for an unspecified period and is awarded to an employee by posting.

1.03 Regular Part-time Employee

An employee whose normal assignment is for any number of hours which are fewer hours of work in a day or days of work in a week than a full-time employee in that classification.

1.04 Probationary Employee

An employee who is serving a probationary period of three (3) months in a regular position to determine suitability as a regular employee.

1.05 Temporary Employee

A person who is hired to fill a specific work requirement which is anticipated to be of limited duration. However, a temporary employee with four (4) months continuous service shall be considered a regular employee. The period of four (4) months may be extended by mutual agreement of the parties to this Agreement.

1.06 Casual Employee

A person who is hired on a day-to-day basis.

1.07 Retirement

Is the termination of employment in conformity with the provisions of the Superannuation Act.

1.08 Resignation

Any voluntary termination of employment other than retirement.

1.09 Call Out

A call out occurs only when an employee is both advised and brought back to work after having officially completed the employee's duties for the day or week and has left the job in a normal manner and twenty-four (24) hours' notice has not been given.

1.10 New Construction

Shall be defined as the construction of new schools or school projects, where new foundations are involved and shall include all work normally considered part of "new construction building costs".

1.11 Noon Hour Supervisor

A person who is hired as per Article 17.01(d).

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - RECOGNITION OF THE UNION

3.01 Bargaining Unit Defined

The Board recognizes the Union as the sole bargaining agency for those employees for whom the Union has been certified, with the exception of those employees excluded by provincial statutes and/or regulations or, by mutual agreement, and the Secretary-Treasurer, Controller, ADSS Accountant, District Engineer, Maintenance Manager, Custodial Manager, Assistant Custodial Manager, Operations Manager, Transportation Manager, Administrative Assistant Education, Administrative Assistant Business, Administrative Officers (e.g. Principals, Vice-Principals) all other

persons covered by the collective agreement between the Board and Alberni District Teacher's Union , subject to Article 3.02.

3.02 Confidential Employees

Confidential employees shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting or cases of emergency when regular employees are not available.

3.03 Notification

- (a) The Union shall notify the Board of names of members of committees and job stewards.
- (b) The Board shall notify the Union of names of members of Board committees and administration that are responsible for personnel and contractual issues related to the bargaining unit.

3.04 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Board. Such representatives shall have access to the Board's premises in order to investigate and assist in the settlement of grievances, providing the representatives shall first request such access from the appropriate executive staff member.

3.05 Crossing of Picket Lines

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

3.06 No Other Agreements

No employee shall be required or permitted to make written or verbal agreement with the employer or the employee's representative which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - DISCRIMINATION OR HARASSMENT

4.01 Discrimination

The Board, the Union, their servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or

practised with respect to any operation of the employer or to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfer, layoff, discipline, discharge or otherwise by reason of the enumerated categories in the Human Rights Act, or by reason of the employee's membership in the labour Union or management organization.

4.02 Sexual or Personal Harassment

- (a) All employees have the right to work without sexual or personal harassment.
- (b) Sexual harassment shall be defined as any repeated rejected or unwelcome sexual comment, look, suggestion or physical contact that creates an uncomfortable working or learning environment for the recipient, made by a person who knows or ought to know it is unwelcome; but may include a single sexual advance made by a person in authority over the recipient that includes or implies a threat; and may include a reprisal made after sexual advance is rejected.
- (c) Personal harassment shall be defined as repeated, intentional, offensive comments and/or actions designed to demean and/or belittle an individual and shall not include normal day to day supervisory or disciplinary action.
- (d) Any complaint alleging sexual or personal harassment shall be dealt with in the strictest confidence by the Board and the Union.

4.03 Resolution Process

(a) Informal Resolution

The complainant, if comfortable, may attempt to informally resolve the complaint with the alleged harasser. The complainant may request assistance from the Union or the Employer. The complainant may request the complaint be started at the formal resolution level.

(b) Formal Resolution

- I. The complainant may choose to initiate a complaint of Harassment at the formal level. The complainant must file a written complaint with the Superintendent or designate and must include the specific incidents with dates and times, the full name of the harasser and any witnesses. Should the

- harasser be the Superintendent the report of harassment must be filed with the chair of the Board of Education.
- II. Upon receipt of the formal complaint the employer shall initiate an investigation. The employer shall notify, in writing, the alleged harasser of the complaint and provide notice of investigation and a copy of the written complaint. A copy of the complaint shall be sent to the Union.
 - III. The complainant may request an investigator of the same gender as the complainant and, where practicable, the request will not be denied.
 - IV. The investigation shall be conducted as soon as is reasonably possible and shall be completed within twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.
 - V. Where the investigator has concluded that harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions shall follow procedures as outlined in the Collective Agreement.
 - VI. At any point in the investigation the complainant may request a mediation to resolve the complaint.
 - VII. Should the complainant not be satisfied with the outcome of the investigation or the remedy applied, the complainant and the union may initiate a grievance.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

- (a) The Board agrees that all present employees covered by the terms of this Agreement shall, as a condition of employment, become and remain members of the Union.
- (b) The Board shall require all new employees to execute an Assignment of Wages, in duplicate, the forms to be supplied by the Union.
- (c) All new employees covered by the terms of this Agreement shall, within thirty (30) calendar days following employment, become and remain members of the Union as a condition of employment.
- (d) All students employed under Youth Employment Programmes are covered by this Agreement.

5.02 Failure to Comply

In the event that an employee fails to comply with the provision of Article 5.01 above, the Board shall forthwith terminate the employee's employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Written Agreement

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

6.02 Deductions

Deduction of Union dues and assessments shall be made on each pay period and forwarded to the Treasurer of the Union by the fifteenth (15th) of the month following, together with the names and amounts deducted from each.

ARTICLE 7 - THE BOARD AND THE UNION SHALL ACQUAINT NEW MEMBERS

7.01 New Employees

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

7.02 Notification of New Employees

The Board agrees to notify the Union of the name, address, position and location of each new employee within seven (7) days of the new employee's date of employment.

7.03 Letter of Obligation

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

ARTICLE 8 - CORRESPONDENCE

Any correspondence arising out of this Agreement or incidental thereto, shall pass to and from the Secretary-Treasurer, or designate, of the Board and the Corresponding Secretary of the Union.

ARTICLE 9 - LABOUR MANAGEMENT RELATIONS

9.01 Labour Management Committee

(a) Appointment of Committee

A Labour Management Committee shall be established consisting of a maximum of four (4) representatives of the Union and four (4) representatives of the employer. The Committee shall enjoy the full support of both parties.

(b) Function of Committee

The purpose of the consultation committee is to promote the cooperative resolution of the workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity in a public education setting.

(c) Meetings of Committee

The Committee shall meet at least once every two (2) months at a mutually agreeable time and place. Its members shall receive a notice agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

(d) Chairperson of the Meeting

An Employer and a Union representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.

(e) Minutes of Meetings

A representative of the Board shall record the minutes and forward a copy to the CUPE 727 Chairperson within two (2) weeks of the close of the meeting. The minutes will be the first item on the agenda for the next meeting.

9.02 Bargaining Committee

(a) Appointment of Committee

A Bargaining Committee shall be appointed by the parties as required.

(b) Function of Bargaining Committee

Negotiation of all matters of mutual concern pertaining to rates of pay, hours of work and working conditions shall be referred to the bargaining committee. There shall be no unilateral change in hours of work, change of shifts or the working conditions of an employee until mutually agreed to by both parties.

(c) Meeting of Committee

In the event that either party requests a meeting of the Committee, such request shall be made in writing and shall indicate the subject matter proposed for discussion. The meeting shall be held at a time and place within fourteen (14) calendar days or such other time as agreed to by the parties.

(d) Time off for Meetings

Up to three (3) representatives of the Union on the bargaining committee who are in the employ of the Board shall have the right of attending contract negotiations with the Board held within working hours without loss of remuneration. All other Union bargaining committee members shall have their wages reimbursed to the Board by the Union pursuant to Article 22.01(f).

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE BOARD

10.01 Policy

Policy items of the Board affecting members of the Union will not be altered except by mutual agreement of both parties.

10.02 Rules and Regulations

Copies of all rules and regulations adopted by the Board which affect the members of the Union are to be forwarded to the Union. Such rules and regulations shall not contravene the Collective Agreement.

ARTICLE 11 - DISCUSSION OF DIFFERENCES (GRIEVANCE PROCEDURE)

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents, in preparing and presenting the employee's grievance in accordance with the grievance procedure.

11.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) the Steward represents and the name of the Chief Steward, and members of the Union Grievance Committee, before the Employer shall be required to recognize that Steward.

11.03 Permission to Leave Work

The Employer agrees that Stewards and members of the Grievance Committee shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties. No Steward shall leave the Steward's work without obtaining the permission of the Steward's supervisor and only if a suitable replacement is available if necessary.

11.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. Any differences arising between the parties shall be resolved without work stoppage. Both the Union and the Employer shall have the right to employ the grievance process. Grievances may only be raised within thirty (30) days of the Union becoming aware of the grievance.

11.05 Informal Resolution

The Union and Employer agree that an informal resolution to matters arising from a difference in interpretation, application and administration, or alleged violation of the collective agreement is a preferable alternative to the formal resolution process. To that end, the Union and the Employer expect that an Employee who feels the Collective Agreement has been violated will first attempt to resolve the difference at the work site. This informal resolution may or may not involve the shop steward depending on the Employee's wishes.

Resolutions agreed to during the informal resolution discussions shall be subject to approval by the Union and the Employer.

Should an Employee be unable to resolve the differences at the work site, the Union and the Employer will attempt to resolve the differences in a meeting of the Employer and the Union. Should this process not result in a resolution then the Union may initiate the formal grievance process.

11.06 Formal Resolution

Should the Union and the Employer fail to resolve differences using the Informal Resolution process, then the differences shall be moved to the Formal Resolution process as follows:

Step 1

The Union shall request a meeting of the Employer to resolve the grievance. A meeting shall be held no more than ten (10) working days of the Employer receiving the grievance. The Employer's representatives shall be composed of the Superintendent, or designate, and one other Employer representative. The Union's representatives shall be composed of the Union President, or designate, and one other representative of the Union. If the matter is not resolved at the Step 1 level, then the Union may request a Step 2 meeting.

Step 2

The Union shall request a Step 2 meeting of the Employer to resolve the grievance. A meeting shall be held no more than ten (10) working days of the Employer receiving the request for a Step 2 meeting. The Employer's representatives shall be composed of the Superintendent, or designate, and one other Employer representative. The Union's representatives shall be composed of the Union President, or designate, and one other representative of the Union. Both parties may mutually agree to add a third member to either representative group. If the matter is not resolved at the step 2 level, the employer will notify the union in writing within 10 working days of a proposed resolution to the grievance or the reasons the employer is not willing to settle the grievance. Once the union is in receipt of the proposed resolution or reasons for denying the grievance, the union will respond within 10 calendar days whether the proposed resolution is acceptable or whether the union is forwarding the matter for arbitration. Should the employer file a grievance the process of notification and response will also follow this process. Timelines may be altered mutually where needed. If the matter is not resolved at the Step 2 level, then either party may refer the matter to arbitration.

11.07 Arbitration

Grievances which have been unresolved through the formal grievance process may be referred to arbitration. A single arbitrator shall hear the merits of both positions and shall make a final and binding decision. The single arbitrator shall be mutually agreed upon.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01

Employees may, for just and reasonable cause, be dismissed or disciplined without notice, upon receipt of notification in writing. Employees so dismissed or disciplined shall have recourse to the grievance procedure.

13.02

No Employee shall be dismissed, suspended or reprimanded without representation of a shop steward or a member of the Union executive being present.

13.03

When an individual is reprimanded the Supervisor concerned will notify the Union in writing.

13.04

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

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

- (a) Seniority is defined as the length of service in the bargaining unit of a regular employee, subject to the terms and conditions of this Agreement.
- (b) Temporary work of one (1) month or more in duration will be posted pursuant to Article 15.02(i).
- (c) Where bargaining unit seniority is equal, seniority shall be governed alphabetically according to the original name under which the employee is hired. Effective June 30, 1997, when employees commence employment on the same date, seniority shall be governed on a lottery basis. The names of the employees hired on the same day shall be drawn in the presence of a CUPE 727

Executive member and the Secretary-Treasurer or designate. The first person drawn will be deemed to be the most senior, and so on through the group.

- (d) For the purpose of filling Noon Hour Supervisor positions, employees who work only as Noon Hour Supervisors shall be hired in order of length of service with the employer, based on the date of hire. This seniority shall be only for Noon Hour Supervisor positions and shall not be considered as seniority for any other position in the bargaining unit. For Noon Hour Supervisors, Article 16 shall be applied only within the Noon Hour Supervisors employed by the Board. The employer agrees to provide a seniority list for Noon Hour Supervisors once per year in conjunction with other seniority lists.

14.02 Seniority List

An up-to-date seniority list showing the position, seniority date, and hours of work of each employee shall be sent to the Union and each employee in October and April of each year. Article 16.06 (Layoff and Rehire/Recall Procedure) will apply where applicable. Each employee is responsible to check the accuracy of their seniority date. The Board and Union must be notified by April 30th of each year of any errors or omissions. Failing notification, the seniority date will be deemed correct.

14.03 Probationary Employees

Seniority shall not be accrued by a probationary employee. After successful completion of the probationary period, seniority shall be effective from the first date of current employment.

14.04 Loss of Seniority

An employee shall not lose, and shall continue to accrue, seniority if the employee is absent from work because of sickness, disability, accident, lay-off or leave approved by the Employer. An employee, who has obtained an approved leave by the Employer for a first time or more times in excess of one (1) year, shall accrue seniority for the one (1) year period only. For any approved leave pursuant to Article 22.08(b) that exceeds the one (1) year period, the employee shall not accrue but shall only maintain their seniority.

An employee shall lose seniority only in the event:

- (a) they are discharged for just cause and are not reinstated;
- (b) they resign in writing;

- (c) 24 months have elapsed since the employee last received any income from School District sources or wage loss benefits from LTD or WorkSafe BC.

Where an appeal is pending from a decision of either an LTD provider or WorkSafe BC, consideration shall be given to an extension of the 24 month period.

14.05 Seniority Outside Bargaining Unit

An employee who leaves the bargaining unit to become an excluded employee of the Board, and returns to the bargaining unit, shall retain all seniority at the time of leaving but shall not accrue seniority while out of the bargaining unit. If an employee returns to the bargaining unit, such return shall be through a posted position consistent with the employee's seniority and qualifications. Such return shall not result in the layoff nor bumping of any other employee. The employee's total time worked with the School District shall be used to determine the employee's benefits.

ARTICLE 15 - PROBATION, PROMOTIONS AND STAFF CHANGES

15.01 Probation

- (a) Newly hired employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. Such employees may be terminated at any time during the probationary period for only work-related reasons.
- (b) The Board and the Union agree that employees serving a period of probation can only be considered on probation while working. Extended periods off such as a period of leave or down time such as extended school breaks cannot be considered as part of the probation period.
- (c) Probationary employees shall not be entitled to bid on posted vacancies but will be considered as external applicants.

15.02 Job Posting

- (a) The Corresponding Secretary of the Union shall be notified in writing of all vacancies for regular and/or temporary positions occurring within the system.
- (b) Notice to members will be provided by the Employer via school district email to ensure full access to postings for all employees.

- (c) For the month of September, vacancies will be rapid post for all CUPE positions for two (2) working days. For all other months, postings will be five (5) working days.
- (d) Subject to mutual agreement, such notice shall contain the following information: location, nature of position, required knowledge, ability and skills, current shift; and current wage or salary range or rate and any additional qualifications if required. Job postings will be listed on the School District website www.sd70.bc.ca. Regular positions will not normally be posted during July and August. When temporary positions become available and are posted during July and August, will be posted to the school district website and emailed to members via school district email.

(e) **Appointments**

The Board will notify the successful applicant within five (5) working days of the close of the posting whenever possible. A letter of appointment to the successful applicant shall follow with a copy to the Corresponding Secretary of the Union.

(f) **Vacancy Not Filled**

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

(g) **Summer Work (July and August)**

A yearly memo will be posted for summer work less than one month.

Employees may apply to the pool and shall be called based on seniority and qualifications.

(h) **Increase in Hours**

Any existing position, except Education Assistant, may be increased during the school year (July 1 to June 30) by up to twenty-five percent (25%) of the hours per week or five (5) hours per week, whichever is greater, without posting. The Union shall be notified in writing of any such changes.

When additional hours for Education Assistants become available in a school during the school year they shall be offered to Education

Assistants in that school on the basis of seniority and qualifications except where the hours are required to be added to an Education Assistant who is assigned to specific students.

(i) **Temporary Positions**

Other than as provided for in Article 15.07(f), temporary positions of one (1) month or more in duration will be posted.

15.03 Staff Changes

In making staff changes, appointment shall be made of the senior applicant having the required qualifications, skills, and ability considered.

15.04 Demotions

Demotions initiated by the employee will be implemented at the rate for the new assignment from the first effective day of the new assignment.

15.05 Trial Period

All promotions or transfers by employee application shall be on trial for a period of three (3) months worked, to determine suitability for the new position. If the staff change is not confirmed by the employer, or if the employee does not wish to remain in the new position, the appointee shall revert to the position held prior to the change. Employees who have moved from one position within a department to a similar job title within the same department (ie. From one custodial position to another custodial position) shall have a ten (10) working day window to rescind and return to their regular position. Employees moving from one department position to another department position (ie. From one EA position to a custodial position) shall have forty (40) working days to rescind and return to their regular position. Article 15.07 (g) shall apply to EAs wishing to revert. If a further extension of the trial period is required, it shall be by mutual agreement between the Board and the Union.

15.06 Training

(a) **On-the-Job Training**

The Employer will maintain a system of on-the-job training so that every employee shall have the opportunity of receiving training, and qualifying for promotion. Where a regular position must be filled temporarily for more than fourteen (14) working days and up to two (2) months, the position will be offered as part of the on-the-job training program to the senior employee with the basic skills required for the job. Where the senior employee has already

received such training, or declines, the position will be offered to the next senior, and so on. The pay rate will not change.

(b) Application of Seniority

Upon the employee's request, when a vacancy occurs, the senior applicant with the basic skills required by the job will be granted an on-the-job opportunity to train for that job and qualify for promotion. The Employer will determine a suitable training period for each job that arises. The trial period will commence at the end of a successful training period.

(c) Training Fund

The Board shall annually establish a training fund for support staff employees and shall advise the Union in writing annually, at the time of budget completion, of the available funds.

On an annual basis the parties will jointly institute a process for receiving suggestions from employees on desired training opportunities. The Union may provide the Board with a list of priorities for training opportunities based on the suggestions received for the Board's consideration.

The Board will also provide the Union with an annual list of district priorities.

15.07 Education Assistants

- (a) Prior to the end of each school year the Board will institute an expedited job posting procedure for Education Assistants. Education Assistants in seniority order and in groups of fifteen (15) to twenty (20) employees will attend meetings to post into vacancies, or if laid off, post into vacancies or bump a less senior employee. The process will include a representative of CUPE 727.

If there are any postings during the Year End Staffing procedures, or for positions during September, there will be a minimum of two (2) working days between postings.

- (b) The employer will determine the needs of the District for EA positions and follow Article 15.07 for the purposes of filling these positions. Prior to the year end job meeting, the employer will share with the union the positions required based on need. The employer will then determine which positions will be topped up by half an hour (0.5) per day based on enhanced service to students. A minimum of eleven (11) positions shall be six (6) hour positions. Should a topped up position remain topped up for the following year the

successful EA shall remain in the position subject to any 'bumping'. These top-up hours will be posted at the job selection meetings in June. An EA in a position that becomes topped up shall be laid off and shall be considered vacant. Any EA will be able to post into a position whether they are in motion or not. The number of positions to be topped up to be fourteen (14).

- (c) A position as Education Assistant which becomes vacant or which changes by twenty-five (25%) or more for the next school year will be posted and filled per the posting procedure in 15.07(a).
- (d) In filling posted vacancies, the assignment shall be awarded to the senior applicant who is suitable and has the required qualifications, skills, and ability considered.
- (e) When a full-time or part-time Education Assistant job vacancy occurs or a new full-time or part-time Education Assistant position is created following the year-end expedited posting procedures and prior to October 1, such vacancy shall be posted during the period September 1st to September 30th.
- (f) If a part-time Education Assistant position becomes available during the school year after September 30th, it will be filled on a temporary basis for the balance of the school year, and will be posted as per the posting procedure in 15.07(a) if the position is still required.
- (g) If a full-time Education Assistant position becomes available during the school year after September 30th it will be posted as a temporary position available only to part-time employees in the bargaining unit. The position will be posted again as per the posting procedure in 15.07(a) if the position is still required.
- (h) If an Education Assistant wishes to revert, this shall only take place at a convenient time to the Board and if the former job still exists.
- (i) When an Education Assistant elects to move with their assigned student to another school, a vacancy is deemed not to have resulted from the student's change of school and the position need not be posted.
- (j) The Parties agree to participate in the placement of Support Staff (Education Assistants Practicum Students within the District. The following shall apply to such placements:
- (k) Each individual student will be placed by the mutual consent of the Principal, or designate, the Teacher(s), and the Education Assistant(s), and the Union.

The placement of a practicum student shall not result in the lay-off, replacement, or displacement of regular, regular part-time, casual or temporary employees or employees on lay-off.

Practicums will be jointly organized by the Principal, Teacher, and Education Assistant and reflect the requirements established by the referring institution.

Where a practicum student's placement has no time restrictions for completion the parties involved at the school level will meet at the end of each six (6) week period to assess and plan for the next practicum period.

Participating employees shall be indemnified and saved harmless. Practicum students will be required to produce a complete Criminal Record Check which ensures that the employee has a background appropriate for working with students.

The Parties agree to appraise all practicum students of any health and safety issue with regard to both students and the Collective Agreement.

The Canadian Union of Public Employees, Local 727 executive will be given notification of all placements of practicum students through the "Confirmation of Student Practicum Form".

15.08 Noon Hour Supervision

- (a) Noon Hour Supervisor appointments will be made on a school year basis, September to June. Replacement or addition may be made during the school year and terminating at the end of June.
- (b) Any regular Employee working less than full-time will be first considered, based on their seniority and school scheduling subject to approval of the principal, for Noon Hour Supervision positions at their work locations. Where appointed, they shall be paid at their regular rate of pay. If a half-time employee is appointed as a Noon Hour Supervisor, the role shall be a minimum of one (1) hour in duration per day; if a full-time employee is appointed, the Noon Hour Supervisor role can be either one-half ($\frac{1}{2}$) hour or one (1) hour in duration per day.
- (c) No Education Assistant working six (6) hours per day on January 3, 1989 will have a reduction in time as a result of Noon Hour Supervisors being appointed in the same school or as a result of

the change in ratios (Schedule B), unless the Education Assistant so chooses.

- (d) The Parties agree that in the case of filling Noon Hour Supervisor positions, the employer will not have to call members who are on the Recall List for Noon Hour Supervisor positions. This agreement will set no precedent with regard to the use of the Recall and is without prejudice.

15.09 Posting Job Vacancies for the Custodial Department

- (a) When a job vacancy occurs in the Custodial Department the position shall be posted giving its job name, i.e. Alberni Elementary Top Floor, and that the most senior qualified applicant will get the job preference.
- (b) Under extraordinary circumstances certain custodians will be assigned by a supervisor where necessary for a maximum period of up to five (5) working days.

15.10 Employees on Long Term Absences

When an employee has been absent on leave including LTD, WorkSafe BC and unpaid sick leave for two (2) years, the employee's job will be considered vacant and will be posted as a regular job.

An employee whose position has thus been declared vacant and been filled by another employee, shall give notice of at least thirty (30) calendar days in writing of intention to return to work together with a statement from a medical doctor, where applicable, stating the employee is fit to return to work.

If an employee returns to work, such return shall be through a posted position in accordance with Articles 15.02 and 15.03.

ARTICLE 16 - LAYOFF AND REHIRE/RECALL PROCEDURE

16.01 General

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority.

16.02 Notice of Layoff

The Employer shall notify employees who are to be laid off thirty (30) calendar days over a scheduled working period before the layoff is to be effective. If the employee has not had the opportunity to work during the thirty (30) calendar days after notice of layoff, the employee shall be paid in lieu of work for that part of the thirty (30) calendar days during which work was not available.

16.03 Rehire/Recall

- (a) No new employees will be hired until those laid off have been given an opportunity of re-employment.
- (b) Eligibility for recall is limited to the period of two (2) years from the effective date of layoff subject to Article 16 and Article 25.
- (c) Regular status employees who have been laid off and are on recall will be recalled according to seniority if they are qualified for a vacancy.
- (d) The recall period shall be extended for time worked during the first twelve (12) months of layoff.
- (e) The eligibility for recall begins the effective day of layoff from a position of four (4) continuous months or longer.

16.04 Layoff Procedure

- (a) In the event that regular status employees are laid off, or their hours of work are reduced, employees may exercise their seniority to bump any less senior employee providing they are qualified for the job at the time notice of layoff is given.
- (b) Regular status employees can choose to skip bumping to another region and still bump within the region under Article 16.04 (Regions are: West Coast, Bamfield, and the Alberni Valley).
- (c) Employees (excluding EA's) will have seven (7) calendar days from the date of their thirty (30) day notice of layoff, to identify a position to bump, held by a less senior employee for which they are qualified. Where an employee served with layoff does not identify a position in seven (7) calendar days they will be placed on the recall list.

16.05 Temporary Employment while on Layoff

- (a) Regular status employees who have been laid off and are unable to exercise their bumping rights shall be notified of all temporary jobs of one (1) day or longer for which they are qualified. The Board will recall these laid off employees for temporary jobs according to seniority, providing the employee is available at the time of notification.

- (b) For the purposes of (a) recall shall be determined on the following basis.
 - (1) The senior employee on the recall list, who is available, will have the right to be recalled for temporary work.
 - (2) The senior employee on the recall list taking a position that is between one and ten days will remain in that position for the length of time they are required. The exception to this shall be if work identified in (3) and/or (4) below becomes available, then at the end of the employee's short term assignment, the employee will be given the opportunity to immediately move to the longer term assignment.
 - (3) If the senior qualified employee on recall is temporarily recalled to a position of eleven (11) to twenty (20) continuous days and a position of a longer duration becomes available such position shall be offered to that senior qualified employee subject to the agreement of the immediate supervisor which shall be based on the needs of students who may be affected by the recall.
 - (4) If the senior qualified employee on recall is temporarily recalled to a position of more than twenty (20) continuous days and another position of a longer term than the employee is currently filling becomes available, such employee shall complete their first position but will be provided with the opportunity to move to the long term position following the completion of the first long term position provided that at least ten (10) days remain in that position.
 - (5) Upon completion of any temporary recall assignment the employee's name shall be returned to the recall list in seniority order.

- (c) Casual employees shall not be utilized for any work unless all qualified available employees on the Recall list.

16.06 Less Than Twelve (12) Month Employees

Those employees who are scheduled to work for less than twelve (12) months in any year shall not have bumping rights during the normal school closures, at Christmas break, Spring break, or summer break.

16.07 Continuation of Benefits

- (a) The Employer agrees to pay one hundred percent (100%) of the coverage of group benefits for employees on layoff for a period of six (6) months from the effective date of layoff.
- (b) If the employee is laid off for longer than six (6) months, the employee may continue with the group benefits at the employee's full cost for the recall period, subject to the rules and regulations of the benefit carrier.
- (c) An employee on layoff who is recalled for twenty (20) or more consecutive working days after the first six (6) months of layoff shall be reimbursed by the Employer for the Employer's share of group benefits continued by the employee for such twenty (20) or more consecutive days.

ARTICLE 17 - HOURS OF WORK

17.01 Four (4) Hour Daily Minimum

- (a) 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.
- (b) Exemptions from the four hour minimum:
 - (1) student/noon hour supervisors
 - (2) crossing guards
 - (3) small schools with fewer than seventy-five (75) students in which case a two (2) hour minimum will apply
 - (4) other positions by mutual agreement
- (c) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement.

- (d) Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (e) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as “additional hours” and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the Collective Agreement.

17.02 Work Week and Work Days

(a) Clerical

Starting July 1, 2023 the employer agrees to top up 24 clerical positions each year by an hour and one quarter (75 minutes) per week. Should a position originally topped up by this article, as part of the 2022 bargaining round, no longer exist, the employer and the union will meet to discuss and mutually agree on how to re-distribute the hour and one quarter (75 minutes) within the remaining clerical positions.

The normal work week for a full-time clerical employee is thirty eight and three quarter (38.75) hours, consisting of seven and three quarter (7.75) consecutive hours, Monday to Friday, exclusive of meal times.

(b) Education Assistants

- (1) All full-time Education Assistants will work the same work schedule for the number of instruction days as prescribed by the School Act and Regulations. Year End EA positions will be posted at a minimum of twenty-five (25) hours per week. A full time EA position will be thirty (30) hours or more per week. EA positions created after September 30th may be created at twenty (20) hours per week.
- (2) EA hours per day may be altered during the school year with the agreement of the Education Assistant and the Union.
- (3) Effective 1997/98 school year all Education Assistants shall be permitted to work at their regular hours of pay for at least two (2) non-instruction days each school year. The Board shall designate the dates. Article 16 does not apply to the non-instruction days that the Education Assistant is not eligible to work.

- (4) In addition to the optional days of work as set out in the Collective Agreement, Education Assistants shall work three (3) non-instructional days during the school year. These days to be inclusive of mandatory training.
The Board will identify the days of work in a memo posted the first week of school.

Article 17.02 b) 4. will be effective July 1, 2020.

(c) **Crossing Guards**

School Crossing Guards will work a maximum of four (4) hours per day on days when school is actually in session. Article 16 does not apply with respect to days which are not school days.

(d) **Noon Hour Supervisors**

Noon Hour Supervisors will work a minimum of one (1) hour per day during the noon or lunch hour; on days when school is actually in session. Notwithstanding any other provision in this Agreement, Noon Hour Supervisors shall not accumulate seniority, nor be entitled to welfare or other benefits.

(e) **Maintenance, Custodial**

The normal work week for other full-time employees is thirty-nine and one-half (39.5) hours consisting of eight (8) consecutive hours, Monday to Thursday, and seven and one-half (7.5) hours on Friday, exclusive of meal times.

(f) **Transportation**

The normal work week for full-time employees in the Transportation Department is thirty-nine and one-half (39.5) hours consisting of eight (8) hours or less Monday to Friday.

17.03 Changes to Regular Work Week

All full-time personnel shall work five (5) consecutive days according to posting, and Board policy, with the understanding that where the conditions of a special job require it, the work week may be changed for short periods of time. Except in emergency circumstances, notice of such change will be given no later than quitting time one (1) week in advance.

17.04 Hours of Work

If an employee is called for work and upon arrival at the work site there is no work available, the employee shall be paid for two (2) hours at the rate of pay of the position they were called for.

17.05 Shifts shall be as follows:

- (a) Clerical staff - between 7:00 a.m. and 5:00 p.m.
- (b) Day shifts shall be eight (8) hours of work Monday to Thursday and seven and one-half (7.5) hours of work on Fridays, exclusive of meal times, scheduled between the hours of 6:00 a.m. and 5:30 p.m.
- (c) Afternoon shifts shall be eight (8) hours of work Monday to Thursday and seven and one-half (7.5) hours of work on Fridays, exclusive of meal times, scheduled between the hours of 2:30 p.m. and 1:00 a.m.
- (d) Night shifts shall be eight (8) hours of work Monday to Thursday and seven and one-half (7.5) hours of work on Fridays, exclusive of meal times, scheduled between the hours of 11:00 p.m. and 9:00 a.m.

17.06 Regular Part-time Employees

Hours of work for employees working less than full-time shall be mutually agreed upon.

17.07 Rest Periods

- (a) All full-time employees working in excess of six (6) hours per day, shall be permitted a fifteen (15) minute rest period both in the first half and second half of a shift. This article shall not apply to EAs.
- (b) EA's working a thirty-two and a half hours (32.5) per week or less, will be provided a fifteen (15) minute paid rest period during their shift.
- (c) All employees working six (6) hours per day or less, shall be permitted one (1) fifteen (15) minute rest period during their shift.
- (d) Thirty (30) hour per week EA positions may be posted without a thirty (30) minute unpaid lunch.

- (e) Thirty-two and a half (32.5) hour per week EA positions may be posted without a thirty (30) minute unpaid lunch.

ARTICLE 18 - OVERTIME AND CALL OUT

18.01 Overtime Rates

Any time worked over eight (8) hours in any one (1) day and thirty-nine and one half (39.5) hours in any week (except for, Education assistants, school crossing guards: over seven and one-half (7.5) hours in any one (1) day and thirty-seven and one half (37.5) hours in any week); for clerical, any time worked over seven and three quarters (7.75) hours in any one (1) day and thirty-eight and three quarters (38.75) in any week shall be paid at the rate of time and one-half ($1\frac{1}{2}x$) for the first three (3) hours and double time (2x) thereafter.

18.02 Sunday Pay

Double time shall be paid for Sundays.

18.03 Minimum Call-Out Time

- (a) An employee who is called out and who commences work shall be paid at the rate of one and one-half ($1\frac{1}{2}x$) times for all time worked with a minimum of four (4) hours of time to be paid. The rate for Sundays and Statutory Holidays shall be double (2x) the regular rate for the employee. Time worked on call-out shall not count for the computation of hours worked for overtime purposes.
- (b) In the event that an employee is called out and reports for work but is sent home before commencing work the employee shall be paid for two (2) hours at the employee's regular rate.

18.04 Pay or Banked Time

Where overtime is worked in any day, week or month, the employee, at the time of submitting the time sheet for the period involved, will choose whether payment shall be in time off or added to the pay cheque. Banked overtime shall be used by December 31st in the year earned or paid out in wages by December 31st of the same year. However, banked overtime earned in the months of October, November and December, to a maximum of three (3) days, may be carried over to be used as time off in the subsequent calendar year.

18.05 Assignment of Overtime

- (a) Overtime shall be offered to the most senior qualified employee at each work site.
- (b) In the event no employee at the work site accepts the overtime, and the Employer determines the overtime is still required, the overtime shall then be offered to the next most senior qualified employee.
- (c) When overtime is required on the West Coast, such overtime shall be first offered to senior qualified employees on the West Coast.

ARTICLE 19 - SHIFT WORK AND ALLOWANCES

19.01 Shift Allowance

Shift allowance will be paid as follows:

- (a) All employees with six (6) hours and greater on afternoon shift (between the hours of 2:30 p.m. and 1:00 a.m.) shall receive an additional three (3.0%) percent of applicable regular hourly rate per hour pay differential.
- (b) All employees working eight (8) consecutive hours exclusive of meal times, scheduled between the hours of 11:00 p.m. and 9:00 a.m. shall receive an additional three (3.0%) percent of applicable regular hourly rate per hour pay differential.
- (c) All employees working a split shift where the split in shift is greater than two (2) hours shall be paid an additional one (1.0%) percent of applicable regular hourly rate per hour.
- (d) It is provided that the differential payments shall not be paid during the months of July and August to any employee unless the employee actually works a split shift or an afternoon shift or a night shift in which case the employee will receive the appropriate differential for each shift worked.

19.02 In-Charge Allowance

A Charge Hand, designated as such by an authorized representative of the Board shall be paid an In-Charge allowance of one dollar and fifty cents (\$1.50) per hour in addition to the employee's regular pay.

19.03 Team Lead

- (a) A Team Lead, appointed by the Board, supervising nineteen (19) or less employees shall receive an allowance of three dollars (\$3.00) per hour in addition to the employee's regular pay. This allowance to begin in year 2 of this collective agreement (July 1, 2023). This allowance will be increased by any general wage increase negotiated for year 2 and 3 of the 2022-25 collective agreement.
- (b) A Team Lead, appointed by the Board, supervising twenty (20) or more employees shall receive an allowance of four dollars (\$4.00) per hour in addition to the employee's regular pay. This allowance to begin in year 2 of this collective agreement (July 1, 2023). This allowance will be increased by any general wage increase negotiated for year 2 and 3 of the 2022-25 collective agreement.
- (c) Any employee in a department who carries out the duties of a Team Lead who is absent shall be paid the Team Lead allowance when so designated.

19.04 First Aid Allowance

Those designated employees holding a valid Level II First Aid Certificate as required by WorkSafe BC or deemed necessary by the Board, shall be paid an allowance of one dollar and ten cents (\$1.10) per hour.

ARTICLE 20 - HOLIDAYS

20.01 Statutory Holidays

- (a) (1) Regular Employees, Regular Part-Time Employees and Temporary Employees shall be entitled to the following Statutory Holidays with pay:

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

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

- (2) Employees who do not work or receive wages during the month of August shall not be eligible for the August Statutory Holiday with pay except in the case of employees exercising their rights under Article 22.09.
- (3) Employees on leave of absence without pay, for thirty (30) or more continuous days are not eligible for Statutory Holiday pay for stats that fall within the period of unpaid leave. It is understood that this leave of absence covers sick leave without pay, LTD and WorkSafe BC.
- (b) Casual employees shall be entitled to the Statutory Holidays listed in this Article, with pay, provided they have worked fifteen (15) days in the thirty (30) calendar days immediately preceding the particular Statutory Holiday.

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

Should the school calendar, established pursuant to the School Act and/or Regulations, provide that school is in session on a holiday as listed in Article 20.01(a) above, a day in lieu will be granted on a mutually agreed day when school is not in session. Such mutual agreement shall not be unreasonably withheld.

ARTICLE 21 - VACATIONS

21.01

Employees' vacation periods shall be determined by mutual agreement between the employees and the Board. Preference in choice of vacation dates shall be determined by seniority of service with the Board. Annual vacations will be granted as follows:

- (a) Employees who will not have completed one (1) year of continuous service by December 31st and casual or temporary employees - four percent (4%) of the employees' earnings to December 31st. Regular employees will have their vacation entitlement carried into the next calendar year.
- (b) Employees who have completed one (1) or more years of continuous service as of December 31st - fifteen (15) working days at the employee's regular rate of pay.
- (c) Employees who have completed four (4) or more years of continuous service as of December 31st - twenty (20) working days at the employee's regular rate of pay.

- (d) Employees who have completed twelve (12) or more years of continuous service as of December 31st - twenty-five (25) working days at the employee's regular rate of pay.
- (e) Employees who have completed twenty (20) or more years of continuous service as of December 31st - thirty (30) working days at the employee's regular rate of pay.
- (f) Employees who have completed twenty-five (25) or more years of continuous service as of December 31st - thirty-five (35) working days at the employee's regular rate of pay.
- (g) Employees who have completed thirty (30) or more years of continuous service as of December 31st - forty (40) working days at the employee's regular rate of pay.

21.02

Vacations will be taken at a time most convenient to the operation of the School District and no later than December 31st in the year of eligibility.

21.03

- (a) Notwithstanding the foregoing, an employee shall receive vacation pay at not less than four per cent (4%), six per cent (6%), eight per cent (8%), ten per cent (10%), twelve per cent (12%), fourteen per cent (14%) or sixteen per cent (16%) of the employee's earnings depending on the employee's entitlement as provided above.
- (b) Employees working less than twelve (12) months are entitled to vacation pay. The appropriate vacation pay percentage will be placed, each pay period, into a vacation pay bank that may be drawn on by the employee. Any funds remaining in the employee's bank will be paid out during the employee's final pay period in each school year.

21.04 Vacation entitlement shall be prorated when an employee is employed for less than a full calendar year. An employee working less than full time will have vacation pay pro-rated.

21.05 If on retirement or termination, an employee has not taken the employee's holidays for the current year, then the employee shall be paid in lieu of such holidays in the proportion of time worked in that year.

21.06 Where an employee on vacation becomes sick and is hospitalized or confined to bed by a qualified medical practitioner for a period in excess of a three (3) day uninterrupted period, the employee will be granted sick leave for the period of hospitalization or confinement pursuant to Article

24.07. The employee is required to provide a medical document of proof of the hospitalization or confinement.

ARTICLE 22 - LEAVES OF ABSENCE

22.01 Leave for Union Matters

(a) For Union Business

Upon application to and upon receiving the permission of the Board or designate in each specific case, time off without pay shall be granted to official representatives of the Union when it becomes necessary to transact business in connection with matters affecting members of the Union provided that a suitable replacement is available if necessary.

- (b) Where permission has been granted to representatives of the Union to leave their employment temporarily with respect to a grievance, they shall suffer no loss of pay for the time so spent. Where permission by the Board or designate has been granted to members of the Union to leave their employment temporarily in order to carry on negotiations for the Union with another employer, such leave shall be granted without pay.

(c) Election to a Union Office

Any employee who is elected for a full-time position with the Union or any body, with which the Union is affiliated, shall be granted leave of absence, without pay and without loss of seniority, for a period of one (1) year. Any additions thereto shall be by mutual consent.

(d) Union Conventions and Seminars

Leave without pay will be granted to not more than four (4) representatives of the Union to attend conventions and seminars. Total absence allowed shall not exceed eighty (80) man-days per calendar year to attend Union conventions and seminars provided the total number of leaves granted at the same time does not unduly affect the operation of a department.

(e) WorkSafe BC Appeals

Where permission has been granted for a representative of the Union to leave their employment temporarily to represent another

employee at a WorkSafe BC appeal hearing, they shall suffer no loss of pay for the time spent.

- (f) An employee who is granted leave without pay under this Article shall continue to be paid by the Board in the normal manner, and the Union, upon being invoiced, shall reimburse the Board for the pay involved, plus ten per cent (10%) to cover the cost of benefits such as pensions, statutory charges related to pay, etc.

22.02 Jury Duty

An employee who is subpoenaed for jury duty or called upon to act as a court witness or called upon to meet with justice system staff or attend court pursuant to the Victims of Crime Act, shall be granted leave of absence without loss of pay for the time involved while so engaged, provided the employee turns over to the Board any monies the employee receives, excluding per diem, travel and accommodation expenses, for serving as a juror or witness on days the employee would normally be working. Employees subpoenaed for such services are expected to return to the job if not required to serve.

22.03 Bereavement Leave

Up to three (3) days of leave, with pay, and four (4) days without pay, will be granted without loss of seniority or benefits on compassionate grounds in the case of a death in the immediate family. "Immediate family" is defined as spouse, children, parents, brothers, sisters, parents of the spouse, step-parent(s), grandparents, and grandparents of the spouse, grandchildren, brother-in-law, sister-in-law and a person under the employee's legal guardianship.

Employees requesting leave should inform their supervisor of the date of death and relationship with the family member. Days without pay must be used in two (2) day blocks. All other bereavement days need not be consecutive but must be used within one year of the death.

22.04 Maternity Leave

- (a) Maternity Leave shall be subject to the Employment Standards Act. In addition:
- (b) The period of maternity leave shall commence on a date determined by the employee, but no sooner than eleven (11) weeks prior to the estimated birth date and ending no earlier than six (6) weeks after the actual birth date.

- (c) The request to take maternity leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave and include the probable birth date.
- (d) An employee, on commencement of maternity leave, shall provide the Board with the employee's return to work date.
- (e) The period of maternity leave shall abut any period of Parental Leave under the provisions of Article 22.05.
- (f) Maternity leave shall be extended for up to an additional six (6) consecutive weeks or such longer period as deemed necessary, for illness of the newborn child(ren) where a doctor's certificate is presented; or for reasons related to the birth or the termination of the pregnancy.
- (g) During the regular Maternity Leave, the Board will continue to make its normal contributions to those benefit plans which are available to the employee provided the employee also continues the employee's normal contributions.
- (h) Early Return and Emergency Situations

In the case of an incomplete pregnancy, death of a child or other special situation, an employee may return to work earlier than provided in the agreed-upon leave provided that a minimum of ten (10) working days written notice must be given to the Board.

The employee intending to make an early return to work will submit a written application together with a medical certificate stating that the employee is fit to return to work.

22.05 Parental Leave/Adoption Leave

An employee who requests Parental Leave shall be entitled to the following:

- (a) Parental Leave shall be subject to the Employment Standards Act. In addition:
- (b) Where both parents are employees of the board, the employees shall determine the apportionment of Parental Leave between them subject to the agreement of the board. The total Parental Leave when shared between both parents shall not exceed thirty-seven (37) weeks.

- (c) The request to take Parental Leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and be accompanied by:
 - (1) a certificate from a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren); or
 - (2) a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).
- (d) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under this provision.
- (e) Up to an additional maximum of ten (10) days leave without pay will be approved for the purpose of child adoption interviews, travelling, settling in, and other related requirements. This leave shall be granted to either parent or each if both are employees of the Board.
- (f) Upon registration for adoption, the employee will notify the Board.

22.06 Paternity Leave

On the birth of a child, or at the time of arrival of a child in the case of adoption or legal guardianship, the father will be granted, upon request, one (1) day leave of absence without loss of pay, to be taken within one (1) week of birth or arrival.

22.07 Extended Maternity/Parental Leave

- (a) Upon written request, at least ten (10) working days prior to the expiration of maternity leave and/or parental leave, an additional leave of absence without pay and without loss of seniority, shall be granted to a maximum of twelve (12) months.
- (b) The employee may maintain health and employee benefits in accordance with the respective plans if the employee so wishes by payment of the costs of such benefits by the employee.
- (c) The employee returning to work after extended maternity/parental leave, shall provide the Board with at least thirty (30) working days of notice of intent.

22.08 Special Leave

- (a) The Board will grant leave of absence without pay and loss of seniority to any regular employee requesting such leave, if a

suitable replacement is available, to a maximum of five (5) days in any school year. Such request to be in writing and approved by the Board.

- (b) In special circumstances the Board may grant additional leave of absence without pay and loss of seniority to any regular employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Board.

22.09 General Leave

School based office staff may be granted leave of absence without pay during the summer months. Such leave shall not be unreasonably withheld.

22.10 Benefit Adjustment

- (a) The following non-contributory benefits will be adjusted on a monthly basis where leave of absence without pay is thirty (30) or more continuous days:
 - (1) Sick leave at the rate of one and one half (1½) days per month.
 - (2) Annual vacation entitlement for that year.
- (b) Any employee granted leave of absence without pay may retain the employee's right to shared cost benefits such as medical service, dental plan, group insurance or long term disability insurance by paying both the employer and employee contributions for such plans during the entire period of leave after thirty (30) days, providing such payment is acceptable to the carrier, for a maximum time of one (1) year.
- (c) Arrangements for these payments shall be made by the employee prior to commencing leave and can be made by deduction from payroll or by cheque.
- (d) The above items will not apply to school-based office staff taking leave of absence without pay during the summer months as outlined in Article 22.09 in the Collective Agreement.

22.11 Compassionate Leave

Employees who are accepted for Employment Insurance under Compassionate Care Leave shall have their pay topped up to 100% for the first two weeks of the leave.

22.12 Educational Leave

Upon application, the Board may grant Education Leave up to one year provided the Education Leave is focused on an area which will benefit the school district and will not impact on the management and operation of the school district.

Leaves shall only be granted for 5 months or 12 months. Employees on educational leave may request to be called out as a casual during the length of the leave.

The Employer may grant an early return to work should the circumstance, on which the leave was granted, change significantly.

LOU #6 (Temporary Postings) will not apply to Educational Leave.

22.13 Domestic Violence Leave

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance of work.

Workers will be able to access paid leave through their sick leave as outlined in the Employment Standards Act.

22.14 Indigenous Leave

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

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

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Wages

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

ARTICLE 24 - WELFARE BENEFITS

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

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

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

Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports of Irene Holden and Vincent L. Ready dated May 30, 2001 and June 7, 2000, which specify the basis upon which school districts participate in the trust and as clarified in their Recommendations Regarding Outstanding Accord Matters dated March 21, 2001.

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

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

The following welfare benefits are available only to regular employees:

24.01 Medical Coverage

(a) Medical Services Plan of BC

Eligible regular employees and dependants will be covered by the Medical Services Plan of BC. Premiums will be borne one hundred percent (100%) by the Board. To be eligible, an employee must work at least one-half ($\frac{1}{2}$) of the employee's regular full-time hours.

(b) Extended Health Benefit Plan

Eligible regular employees and dependants will be covered by a mutually acceptable extended health benefit plan. Premiums will be borne one hundred percent (100%) by the Board. To be eligible, an employee must work at least one-half ($\frac{1}{2}$) of the employee's regular

full-time hours. The plan will include optical benefits of two hundred dollars (\$200.00) per person in a twenty-four (24) month period effective January 1, 1994.

24.02 Employee and Family Assistance Plan

All regular employees covered by this Agreement shall be members of the Employee and Family Assistance Plan as administered by Port Alberni Assessment and Referral Services or other provider mutually agreed upon.

The Board will contribute sixty percent (60%) of the annual fees, and each employee will contribute forty percent (40%) of the annual fees.

24.03 Group Life Insurance

- (a) The Board agrees to pay the total cost of a Group Life Insurance plan for all regular employees. The amount of coverage will be three times (3x) the employee's annual salary. Any change in carrier will only take place following discussion with the Union.
- (b) An employee may purchase, at the employee's cost, additional group life insurance.

24.04 Dental Services

- (a) The Board agrees to implement a dental plan. Plan "A", Basic Services paying eighty percent (80%) of the cost of recognized routine preventative dental services, with employee paying remaining twenty percent (20%); Plan "B" Major Restorative Services at fifty percent (50%) of fees and Plan "C" Orthodontic Coverage at fifty percent (50%) of fees to a lifetime maximum of one thousand five hundred dollars (\$1,500). Participation in the plan shall be available only to employees employed at least one-half ($\frac{1}{2}$) of the employee's regular full-time hours and shall become a condition of employment for all new employees who are eligible. Premium cost sharing to be eighty percent (80%) employer and twenty percent (20%) employee.
- (b) Employees are to be eligible for dental coverage on the first day of the month following three (3) months of employment.

24.05 Long Term Disability Insurance

Effective March 1, 2003, CUPE Local 727 and the Board agreed to a new Long-Term Disability (LTD) plan operated by the Public Education Benefit

Trust (PEBT). The premiums for the core benefit, which are 60% of earnings, are funded by the PEBT.

The Board and CUPE 727 have also agreed to an additional 10% LTD benefit referred to as the Other LTD Benefit. The premiums for the Other LTD option are paid 70% by the Board and 30% by employees.

In general, the LTD insurance provides a monthly benefit of 70% of wages. Employees may qualify for LTD should they become disabled as a result of an injury or sickness and remain disabled for longer than the 120-calendar day elimination period.

All employees need to be involved in the Joint Early Intervention Service (JEIS) as part of the PEBT Long Term Disability Plan. The JEIS is designed to provide disabled employees with assistance in dealing with their disability and, if possible facilitate an early return to work.

The above is a general description of the Long Term Disability Plan and Joint Early Intervention Service which are subject to the rules and regulations as applied by the Public Education Benefit Trust.

24.06 Pensions

All employees shall participate in the pension plan in accordance with the provisions of the Pension (Municipal) Act.

24.07 Sick Leave Provisions

- (a) After completion of the probationary period, regular employees shall be entitled to sick leave with pay at the employee's regular rate of pay. Effective January 1, 1975 sick leave shall be accumulative at the rate of one and one-half (1½) days per month of service.

Fifteen (15) days of sick leave shall be available to each ten (10) month employee at the beginning of the school year. Eighteen (18) days of sick leave shall be available to each twelve (12) month employee at the beginning of each calendar year. Sick leave days which are advanced and utilized but not earned shall be repaid to the Board progressively through the school year as earned. The maximum number of days of sick leave which may be used in a calendar year is one hundred and twenty (120) working days, or total days earned to date, whichever is the lesser.

- (b) Casual, temporary and regular employees may be eligible and entitled for sick leave under the Employment Standards Act

- (c) (1) Sick leave with pay will only be granted because of sickness, health reasons or accident. An employee may be required to provide a medical certificate or proof of other appointment necessitating sick leave. Such proof may be required for any illness requiring absence in excess of five (5) days.
- (2) Leave of absence to a maximum of three (3) days per calendar year will be granted in the event of illness in the employee's immediate family. Immediate family is as defined in the Employment Standards Act. Such leave to be charged against the employee's accumulated sick leave.
- (d) Any employee may be advised, on application, of the amount of sick leave accrued to the employee's credit.
- (e) Employees will notify the Board as soon as possible if they are to be absent from duty because of sickness, health reasons or accident and are expected to give the Board twelve (12) hours' notice of their anticipated return to work.
- (f) All sick leave credits are cancelled upon termination of employment, unless the employee is re-engaged within six (6) months and has not received any severance pay based on sick leave.

24.08 Emergency Services

- (a) An employee shall apply in writing to the Board each year to be designated as an Emergency Service Volunteer pursuant to this Article.
- (b) Emergency services shall pertain only to voluntary emergency rescue services, voluntary fire protection and voluntary ambulance driver/attendant.
- (c) Where an employee is called out for emergency services, and is therefore unable to work, the Board will continue full pay with benefits for one (1) working day; up to two (2) additional working days may be granted by the Secretary-Treasurer; on each occasion.
- (d) Any payment the employee receives for such services shall be returned to the Board.
- (e) In the event the employee is injured while performing the voluntary emergency service and is in receipt of WorkSafe BC, the employee shall be deemed to have been injured at work and Article 24.09

WorkSafe BC shall apply for those days the employee was scheduled to work.

24.09 WorkSafe BC

The following provisions are applicable to all employees.

- (a) Where an employee qualifies for WorkSafe BC benefits as a result of injuries sustained in discharging duties on behalf of the Board, the employee shall:
- (1) turn over all wage loss compensation received from WorkSafe BC; and
 - (2) receive full pay and benefits for the period of compensation; and
 - (3) accrue sick leave and vacation credits for a maximum of six (6) months for any one (1) incident; and
 - (4) be deducted one-quarter ($\frac{1}{4}$) day of sick leave for each day of absence from work, except that if the employee has no sick days in the bank, the deduction of one-quarter ($\frac{1}{4}$) day will not be applied.
- (b) This Article shall apply for a period of up to twelve (12) months from any one (1) incident; thereafter the employee will receive payments directly from WorkSafe BC. Also refer to Article 24.10(b).

24.10 Continuation of Benefits

(a) While on Sick Leave

The following benefits continue as outlined with normal cost sharing from the date the employee left work, where the employee is sick and therefore off work:

- Group Life - one (1) year
- Basic Medical and Extended Health - one (1) year
- Dental - one (1) year
- LTD - no payment required after LTD benefits commence
- Sick Leave and Vacation allowances while in receipt of sick pay
- Pension contributions while in receipt of sick pay

(b) **While on WorkSafe BC**

The following benefits continue as outlined with normal cost sharing from the date the employee left work because of a compensable WorkSafe BC claim and is therefore off work:

- Group Life - one (1) year
- Basic Medical and Extended Health - one (1) year
- Dental - one (1) year
- Long Term Disability - one (1) year
- Pension contributions - one (1) year

(c) Benefits including Medical Services Plan, extended health and dental while on unpaid leave of absence must be paid by the employee. If the benefits are not paid they will be cancelled after prior notice from the Employer to the employee. The employee is not entitled to continue benefits after twenty-four (24) months have elapsed since the employee last received any sick leave pay or wage loss benefits from LTD or WorkSafe BC.

24.11 Survivor Benefits

In the case of death of an employee, the Employer agrees to maintain the benefits enumerated in Article 24.01 (Medical Coverage) and 24.04 (Dental Services) for a period of an additional three (3) months for the employee's beneficiaries.

ARTICLE 25 - TERMINATION OF EMPLOYMENT BY EMPLOYER

25.01 Notice

If by reason of any changes in operating methods, declining enrolment or financial restraint, the Board will be unable to provide work for displaced employees, the employee shall be given thirty (30) working days' notice. Where the Employer fails to give such notice the employee shall be paid severance pay equal to the period of notice required at the regular rate of the position last occupied and all other benefits to which the employee may be entitled to under the contract.

25.02 Time Limitation

A regular employee who is laid off is entitled to choose severance pay at any time within thirty (30) calendar days from the effective date of layoff. Upon acceptance of severance pay all rights under the Collective Agreement are terminated.

25.03 Obligation to Bump

An employee, other than as indicated in Article 16.04(b) (Layoff Procedure), who can exercise bumping rights and chooses not to do so, is not entitled to severance pay.

25.04 Severance Pay Schedule

The following severance pay schedule shall apply:

- (a) One (1) weeks' pay for less than six (6) months' consecutive service;
- (b) Two (2) weeks' pay for more than six (6) months' consecutive service but less than two (2) years consecutive service;
- (c) Four (4) weeks' pay for two (2) but less than three (3) years' consecutive service;
- (d) Six (6) weeks' pay for three (3) but less than four (4) years' consecutive service;
- (e) Eight (8) weeks' pay for four (4) but less than five (5) years' consecutive service;
- (f) Twelve (12) weeks' pay for five (5) but less than six (6) years consecutive service;
- (g) Sixteen (16) weeks' pay for six (6) but less than seven (7) years' consecutive service;
- (h) Eighteen (18) weeks' pay for seven (7) but less than eight (8) years' consecutive service;
- (i) Twenty (20) weeks' pay for eight (8) but less than nine (9) years' consecutive service;
- (j) Twenty-two (22) weeks' pay for nine (9) but less than ten (10) years' consecutive service;
- (k) Twenty-four (24) weeks' pay for ten (10) but less than twelve (12) years' consecutive service;
- (l) Twenty-eight (28) weeks' pay for twelve (12) but less than fifteen (15) years' consecutive service;
- (m) Thirty (30) weeks' pay for fifteen (15) years' consecutive service;
- (n) Two (2) additional weeks' pay for every year of consecutive service thereafter in excess of fifteen (15) to a maximum of fifty-two (52) weeks' pay.

ARTICLE 26 - TERMINATION OF EMPLOYMENT BY EMPLOYEE

26.01 Long Service Payment

- (a) On resignation or retirement after having completed ten (10) years or more continuous service with the Board, an employee shall be granted long service pay amounting to twenty-two (22) days' pay at the employee's regular rate at the time of resignation or retirement prorated at the average hours worked per month, during the past ten (10) years of service.
- (b) Article 26.01 Long Service Payment is applicable only to regular employees in the employ of the Board as of January 28, 1994.

26.02 Sick Leave Payout

- (a) A regular employee with ten (10) years of service with the Board, and having accumulated sick leave to a maximum of sixty (60) days to the employee's credit, shall on termination pursuant to Article 25 or Article 26, receive a salary grant equivalent to such accumulation; or in the event of death of any such employee such accumulated sick leave shall be paid to the employee's beneficiary or estate.
- (b) A regular employee with less than ten (10) years' service with the Board, having accrued sick leave (maximum sixty (60) days) to the employee's credit shall, on termination pursuant to Article 25 or Article 26, receive a salary grant in lieu thereof equal to fifty per cent (50%) of such credit, or in the event of death before severance any accrued sick leave cash bonus shall be paid to the employee's beneficiary or estate.
- (c) Article 26.02 Sick Leave Pay-out is applicable only to regular employees in the employ of the Board as of January 28, 1994.

ARTICLE 27 - CHANGES IN CLASSIFICATION

27.01

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

27.02

The Maintenance Plan developed by the Parties and dated the 28th day of March, 2000, takes precedence over 27.01.

ARTICLE 28 - HEALTH AND SAFETY

28.01 Cooperation on Safety

The parties mutually agree to cooperate in developing rules and practices relating to employee Health and Safety.

28.02 Health and Safety Committee

The District Health and Safety Committee shall have two members representing CUPE 727. In no case shall the Board's representatives outnumber those representing the Union and the Teacher's union.

28.03 Right to Refuse

No employee shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

No employee shall be discharged, penalized or subjected to disciplinary action for compliance with the foregoing paragraph or an order made by an officer of WorkSafe BC.

28.04 Compliance with Health & Safety Legislation

The parties to this agreement recognize and shall comply with applicable federal, provincial and municipal Health & Safety Legislation and regulations such as the Industrial Health & Safety Regulations established under the Workers' Compensation Act and regulations established under WHMIS (Workplace Hazardous Material Information System).

28.05 Correction of Unsafe Conditions

Whenever an employee observes what appears to be an unsafe or harmful condition or act the employees shall report it as soon as possible to a supervisor or to the Employer. The person receiving the report shall investigate the reported unsafe conditions or act and shall ensure that any necessary corrective action is taken without delay.

No employee shall be disciplined for bringing to the attention of a supervisor any unsafe practice or condition that may be detrimental or pose a hazard to other employees, students or the public in general.

28.06 Violence in the Workplace

(a) Definition

Workplace violence is the attempted or actual exercise by a person, other than a worker, of any physical force so as to cause injury to a worker, and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that the worker is at risk of injury.

Harassing behaviour or verbal abuse that does not give a worker reasonable cause to believe that a risk of physical injury exists is not covered by the violence regulations. Violence between co-workers is also not covered, but is addressed by WorkSafe BC Industrial Health & Safety Regulation 8.34.

(b) Violence Policies and Procedures

The Employer agrees to develop explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations and support to employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policy and written copies shall be provided to each employee.

The policies and procedures will include but not be limited to:

- (1) provision of adequate information about the previous actual or potential violent behaviour towards employees;
- (2) adequate arrangements to investigate cases where violence and assaults against employees have occurred, and
- (3) provision for a Joint Union/Employer Health and Safety Committee to review the effectiveness of anti-violence policies.

(c) Violence Prevention

The Employer agrees that in all cases where employees or the Union identify a risk of violence to staff, the Employer shall establish and maintain measures and procedures to reduce the likelihood of incidents or injury to the lowest possible level.

(d) **Training**

The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons.

28.07 Designation of positions for First Aid Certificate

The Parties agree to the following process when designating positions at ADSS, and any other schools where Level II certification is required by WorkSafe BC.

1. Volunteers will be sought from full time day support (CUPE) staff at the school to take the necessary training at the Board's expense with wages, expenses and travel time where applicable to become a designated first aid person at the school.
2. A CUPE full time day support staff will be designated the primary First Aid person in the school and a teacher or administrative officer who volunteers will be designated as the secondary First Aid person in the school.
3. When a CUPE employee posts or bumps into a position where the incumbent is the First Aid person and no other full time day support (CUPE) staff at the school volunteers pursuant to (1), that employee will be required to take the necessary training at the Board's expense with wages, expenses and travel time where applicable to become a designated First Aid person at the school.

ARTICLE 29 - TECHNOLOGICAL CHANGE

The Board will discuss proposed technological changes with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new machines or seek other employment. No permanent employee shall be displaced because of technological changes without having received one (1) weeks' notice, pay included, for each year of service, with a minimum of four (4) weeks, during which time the employee will be allowed up to five (5) hours a week with pay for the purpose of job interviews.

ARTICLE 30 - JOB SECURITY

30.01 Contracting Out

Work presently done within the bargaining unit shall not be subcontracted or leased outside of the bargaining unit except by mutual agreement, or in cases of emergency, and subject to grievance procedure by either party.

30.02 Transportation

Notwithstanding any other provision of this Agreement; except for forestry, project classes, etc., the Board agrees that the curricular transportation of students will be carried out by employees in the bargaining unit provided a Class Four (4) license or better is required. Education Assistants shall only drive within the municipal and rural areas. This clause does not apply to transportation services on the West Coast.

ARTICLE 31 - PLANT PROTECTION

The Union will maintain minimum services during a strike to prevent freeze-up to the heating system or physical damage to the exterior of the buildings due to weather conditions. In the event of sprinkler system failure or activation the Union will repair and restore the sprinkler system to normal operating conditions. The Union and its members do not assume any legal liability and are not suable for failure to prevent damage to the heating system, sprinkler system, and the exterior structure of the buildings.

ARTICLE 32 - GENERAL CONDITIONS

32.01 Indemnification

The School Board recognizes that as a general principle it has an obligation to its employees to indemnify them from damages and costs incurred by them as a result of actions or prosecutions brought against employees acting in the ordinary course of their duties.

The Board shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

32.02 Medical Examination

The Board reserves the right to require employees on staff to produce a certificate of medical fitness. Except where such examinations are required under Article 24.07, the Board will ensure that the employee will not have to bear the cost of the required examination.

32.03 Personnel Files

An employee shall have the right to have access to and review the employee's personnel file.

An appropriate Board official shall be present when an employee reviews their own personnel file. The employee may be accompanied by an individual of the employee's choosing.

Information from the employee's file may not be introduced as evidence in any disciplinary process if the employee was not provided with a copy at the time the information was filed.

An employee may request a copy of any material contained in their own personnel file.

32.04 Labourer to Groundsman

A labourer position will not be used as an entry to a groundsman position.

32.05 Bulletin Boards

The Employer shall ensure space for the Union to post notice of meetings and other such notices as may be of interest to the Union employees.

32.06 Maintenance

- (a) Maintenance staff are hired for all-round work in connection with school buildings and grounds repairs and maintenance and are to take their instruction in verbal or written form from the Operations Manager. All maintenance tradesmen and mechanics shall supply and maintain their own hand tools.
- (b) Each Maintenance staff has a speciality and wherever possible, will be given work according to the employee's special capabilities, but the employee must be prepared to act as helper to any other Maintenance staff as the necessities of the job arise thus assuring the employee of full employment as part of a team. This will include labouring work when same arises during the course of building and ground maintenance.
- (c) Maintenance staff personnel shall marshal at the District Maintenance Shop, or report directly to their place of work in Port Alberni, as required by the Operations Manager.

- (d) Spare Tradesman Pool
 - I. The District will post a memo in the Fall inviting qualified (Carpenter, Electrician, Plumber, Painter) employees with a regular position to apply for the Spare Trades Pool.
 - II. The successful applicants will be paid the trades pay classification for any time worked as a tradesman.
 - III. Employees in the Spare Trades Pool will be called to perform trades duties in order of seniority and before qualified trades are called from the Recall List.
 - IV. Temporary positions of one (1) month or more will be posted.
- (e) Temporary Employees (Trades and Maintenance)

The Parties agree that they shall meet at least four (4) weeks prior to the termination of each temporary position involving the trades or maintenance, the Employer to assess whether the work being done by the person in this position can be completed within the time remaining in the appointment.

The Parties agree that if the Parties agree that the work cannot be finished in the allotted time of the temporary position, this position shall be extended by the number of weeks considered necessary by the Parties.

This process shall be repeated four (4) weeks prior to the new termination date of the temporary position.

32.07 Transportation

- (a) As a condition of employment, all driver-mechanics in the transportation department will be required to obtain and maintain a basic set of tools, said basic tool list to be posted. Uniforms to be supplied by the Board every two (2) years.
- (b) Transportation Department employees are hired initially to drive and to maintain school buses and are to take instruction in verbal or written form from the Operations Manager or other designated person.
- (c) The Board provides assurance that the use of bus drivers to perform other duties is not intended to and will not be used to directly cause the loss of jobs for employees in the custodial or maintenance/grounds departments.

- (d) Spare Bus Driver Pool
 - I. The District will post a memo in the Fall inviting qualified employees with a regular position to apply for the Spare Bus Driver Pool.
 - II. Regular employees who hold regular positions will be paid forty (40) cents per hour in addition to their regular pay classification and will be paid the Bus Driver rate when driving a bus or their classification rate of pay whichever is higher. The employer must provide the opportunity for the Spare Bus Drivers in this Pool to learn the District's routes at no additional cost to the Board. Recall List drivers shall not receive the forty (40) cents per hour.
 - III. Employees in the Spare Bus Driver Pool will be called to perform driving duties in order of seniority and before qualified drivers are called from the Recall List.
 - IV. Should a vacancy of a bus driver/custodian occur, the first member qualified as both a bus driver and custodian of the pool will be called.
 - V. Temporary positions of one (1) month or more will be posted.

32.08 Criminal Records Check/Fingerprinting

All new employees shall be subject to a Criminal Record Check and potential Fingerprinting prior to commencing active employment and thereafter in accordance with the Criminal Records Review Act. After commencing active employment, fees for reoccurring Criminal Records Checks/Fingerprinting will be borne by the Employer. To begin July 1, 2023.

32.09 Strong Start Coordinator

Minimum Hours

Due to the unique nature of the position, flexibility in scheduling hours of work outside the operation of the Strong Start Center, the four-hour minimum shift shall be an average of four hours work daily over the course of a four week period.

The Strong Start program will be tied to the school calendar.

The Strong Start Coordinator will have all provisions that apply to them from the Collective Agreement including vacation pay in accordance with Article 21.03 (b).

The Employer has set the qualifications, fitness and ability for StrongStart Coordinators as below. The Union acknowledges the Employer's right to set the qualifications, fitness and ability and agrees that qualifications established are fair and equitable. It is understood that any future variation of the qualifications, fitness and ability by the Employer will be subject to challenge if the Union does not believe the variation is a proper exercise of management and contractual rights under the collective agreement.

In recognition of the unique character of the StrongStart Program, similar to the recognition given to the district character of some other programs and positions under the collective agreement, the Union and Employer have agreed that in addition to the terms contained within Article 16.04 the following shall apply to StrongStart Coordinators:

The employer reserves the right to deny an employee to bump into a StrongStart Coordinator position if this would create a negative impact on the StrongStart Program.

Without limiting management's right to establish or vary the qualifications, fitness and ability required for the position under Article 15, the required qualifications, skills, fitness and ability that must be demonstrated for the position of Strong Start Coordinator include:

1. A certificate, preferably a Diploma, in Early Childhood Education;
2. A Community Care Facilities Branch B.C. License to practice;
3. A valid Child Safe First Aid Certificate;
4. A clear Criminal Record Review, completed prior to hiring;
5. Experience in creating, planning, implementing and budgeting for a parent participation early learning program;
6. Strong verbal and written communication skills and interpersonal skills;
7. Good organizational and planning skills;
8. An understanding of, and a commitment to, quality early learning;
9. Ability to work effectively with a variety of parents, children, volunteers, professionals, and community members;
10. Knowledge of child development, family dynamics, community resources and early learning;
11. A class 5 driver's license;
12. Such other qualifications, skills and abilities as may be require to meet Ministry requirements or terms of the StrongStart contract.

ARTICLE 33- TERM OF AGREEMENT

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

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first above written by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

Signed for the
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (Pacific Rim)

Signed for the
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 727

Peter Klaver, Assistant
Superintendent

Nadine White, CUPE President

Pam Craig, Trustee Chair

Andrew Schneider, CUPE Vice
President

SCHEDULE A

Job Titles

Position	01-Jul-22	01-Jul-23	01-Jul-24
	\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
ADSS Advising Secretary	32.39	34.58	35.27
ADSS Secretary	31.85	34.00	34.68
Apprentice	33.36	35.61	36.32
Audio Visual Technician	32.52	34.72	35.41
Bus Driver	31.61	33.74	34.41
Carpenter	39.18	41.82	42.66
Cafeteria Assistant / Summer Custodian	28.46	30.38	30.99
Communicative Disorders Assistant	35.06	37.43	38.18
Dispatcher	32.39	34.58	35.27
District Secretary	27.77	29.64	30.23
Driver / Custodian	31.61	33.74	34.41
Education Assistant	33.32	35.57	36.28
Electrician	39.18	41.82	42.66
French Assistant	8.27	30.18	30.78
Groundsman	29.15	31.12	31.74
Groundsman - Utility	29.95	31.97	32.61
Heating/Ventilation Technician	39.18	41.82	42.66
Indigenous Support Worker	30.80	32.88	33.54
Information & Communication Technician	37.78	40.33	41.14
Information & Communication Technician II	28.28	30.19	30.79
Lab / Library Assistant	16.42	17.53	17.88
Labourer	28.33	30.24	30.84
Library Assistant	29.21	31.18	31.80
Mechanic - Driver	39.18	41.82	42.66
Mechanic / Tradesman	39.18	41.82	42.66
Mental Health Workers	39.17	41.81	42.65
Noonhour Supervisor	26.94	28.76	29.34
NHS / Elementary Secretary	30.86	32.94	33.60
Painter	39.18	41.82	42.66
Payroll Clerk	36.54	39.01	39.79
Personal Attendant	33.32	35.57	36.28
Plumber	39.18	41.82	42.66
Reception Clerk	32.39	34.58	35.27
Regular Custodian	28.46	30.38	30.99
School Administrative Systems Operator	33.46	35.72	36.43
School Secretary Elementary	34.72	37.06	37.80

School Secretary MS Secondary	35.41	37.80	38.56
Science Lab Assistant	37.19	39.70	40.49
Secretary Administrative Systems Operator	33.46	35.72	36.43
Senior Accounts Clerk	34.43	36.75	37.49
SIS District Trainer	34.72	37.06	37.80
Speech Language Path Assistant	35.06	37.43	38.18
StrongStart Coordinator	33.32	35.57	36.28
Tractor Operator	30.73	32.80	33.46
Tradesman	39.17	41.81	42.65
Utility Custodian	29.04	31.00	31.62
Welder/Fitter	39.18	41.82	42.66
Youth Care Worker	35.06	37.43	38.18

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

- Note 1** Painters receive plus eight (8) cents per hour while spray painting.
- Note 2** All employees employed on new construction as defined in Article 1.10 the employee's regularly hourly rate plus fifty percent (50%) of the difference between the employee's regular rate and the current Carpenter's rate applicable to the Building Trades in Port Alberni.
- Note 3** includes Education Assistants who are required to drive a Special Needs bus as part of their duties.
- Note 4** Provided that there is no loss of work for regular employees: the helper is under the direction of a regular employee; the maximum number of student helpers not to exceed six (6), unless otherwise agreed by the Union; and students may work only between April 1 and September 10.

SCHEDULE B
Job Classification and Reclassification

1. Education Assistants

The ratio of Education Assistants shall be at least two (2) full-time Education Assistants for each three (3) half-time Education Assistants. The Employer agrees that to obtain the two (2) to three (3) ratio the present full-time compliment of Education Assistants shall not be affected except through natural attrition (e.g. change in student status, reduction in funding). The Employer further agrees to make every reasonable effort to combine part-time Education Assistant positions.

2. Job Descriptions

The Board agrees to consult with the Union on any amendment to job descriptions.

SCHEDULE C

Trades Apprenticeship

The parties agree to commence an Apprenticeship Training programme for Trades as and when decided by the Board of School Trustees.

(1) Training Syllabus

The apprentice will be registered with the Apprenticeship Training Programmes Branch, Ministry of Labour and will follow the required course outlined for Apprenticeship.

(2) Collective Agreement

All provisions of the Collective Agreement shall be applicable to apprentices in this programme, subject to any restrictions under this Memorandum of Agreement.

(3) Right to Continue

Once started in this programme, subject to the provisions of the Collective Agreement, the apprentice shall have the right to continue providing the apprentice passes all the prescribed tests and work is available.

(4) Joint Union-Management Apprenticeship Committee

This Committee will be comprised of an equal number of Union and Management representatives not to exceed, in total, three (3) from each group.

The purpose of the Committee will be to develop and supervise the procedures required to carry out the intent of the Programme as agreed to. The Committee will carry out the following duties:

- (a) Review in-plant training programmes and training syllabus as developed by the Apprenticeship Branch of the Ministry of Labour. Immediate supervision of the established programme will be the responsibility of the Maintenance Manager.
- (b) Recommend standards for entry into the Apprenticeship Programme that are not inconsistent with the standards recommended by the Apprenticeship Branch.
- (c) Carry out periodic reviews of the training programme at intervals of six (6) months.
- (d) Joint Committee to review any case of lost time from the Programme because of sickness, accident, etc. and to recommend to the Board the

amount of time necessary before an employee meets the requirements of time served.

- (e) Selection for entry into the programme will be made by the Employer provided that the standards for acceptance established by the Joint Union-Management Apprenticeship Committee and Apprenticeship Branch are applied. Selection for entry into the Programme will not discriminate between present employees and non-employees. Vacancies will be posted, as well as advertised outside the bargaining unit.
- (f) The successful applicant will be on probation for up to three (3) months, at which time the Joint Committee will carry out its first review of the apprentice's progress and, subject to any prior recommendation of the Maintenance Manager, make a recommendation to the Board of School Trustees as to whether the apprentice should be confirmed as a regular employee with seniority from the date of hiring.

(5) Scheduling of Training for Apprentices

- (a) The term of training for an apprentice shall be four (4) years.
- (b) During each year of apprenticeship, the apprentice shall work at the trade and attend Vocational School as required by the regulations pursuant to the Apprenticeship Act.
- (c) Upon the successful completion of the person's term of apprenticeship and receipt of Certificate of Trade Qualification, the apprentice shall be designated as a certified Journeyman at the regular rate for Trades in Schedule A of the Collective Agreement.
- (d) Apprentices who have completed their probationary period who are removed from the programme following a recommendation from the Joint Committee will be offered a Bargaining Unit entry job in keeping with their seniority and subject to further probationary requirements of position and applicable salary.

(6) Cost of Books

The Employer will pay one hundred percent (100%) of the cost of textbooks specified by the Apprenticeship Branch. The apprentice will keep these books as personal property.

(7) Allowances and Wage Make-up

While attending an approved Vocational School, the apprentice will receive from the Government allowance and school expenses in accordance with the Government's schedule of grants pertaining to Apprenticeship Training. In

addition, the employee shall receive from the Employer an allowance comprised of the difference between the apprentice's regular time rate, based on a thirty-nine and one half (39.5) hour week or hours negotiated in the prevailing contract, and the weekly living allowance granted by the appropriate Government authorities.

(8) Previous Training

Apprentices hired with previous training may be placed into the Training Programme at the level determined by Joint Apprenticeship Committee with advice from the Apprenticeship Branch.

(9) Rate of Pay

An apprentice will receive the rate of pay indicated in Schedule A subject to the successful completion of each year's vocational training as outlined in the training syllabus.

(10) Schedule "A" Hours and Rates per the Collective Agreement

1st Year Apprentice – Labourer Rate

2nd Year Apprentice – Eighty percent (80%) of Trades Rate

3rd Year Apprentice – Eighty-two and one half percent (82.5%) of Trades Rate

4th Year Apprentice – Eighty-five percent (85%) of Trades Rate

(11) Employment with School District 70 (Pacific Rim) upon completion of Apprenticeship

(a) Where an employee has completed the apprenticeship to the satisfaction of the Joint Union-Management Apprenticeship Committee, and has received trades qualification (TQ) from the Ministry of Labour, there is no obligation on behalf of the board to continue to employ the tradesperson. Should the Board not have a vacancy for the newly qualified employee, the employee may use seniority to bid for other positions which are vacant for which the employee is qualified.

(b) It is further understood however, that the Board intends, whenever practical, to employ the employee as a trades person upon completion of the apprenticeship period. With appropriate manpower planning considering retirements, resignations and/or workforce expansion, it is understood that the Board will make reasonable efforts to employ the employee as a tradesperson upon completion of the apprenticeship period. When this is not possible, the Board will advise the employee and the Union as soon as possible.

(c) An employee, who after attaining qualification and being laid off pursuant to Article 16, shall not have the right to bump employees of the same trade

who have less seniority. It is acknowledged that the employee has the right to exercise the provisions of Article 16.04 for any other position for which the employee is qualified.

Trades Secondary School Apprentices

The parties agree to commence an Apprenticeship Training program for Trades effective September 1, 1995.

(1) Training Syllabus

The apprentice will be registered to the Community Apprenticeship Committee through the Apprenticeship Training Programmes Branch, Ministry of Skills, Training and Labour and will follow the required course outlined for Secondary School Apprenticeships.

(2) Collective Agreement

All provisions of the Collective Agreement shall be applicable to apprentices in this programme, subject to any restrictions under this Memorandum of Agreement.

(3) Right to Continue

Once started in this programme, subject to the provisions of the Collective Agreement, the apprentice shall have the right to continue providing the apprentice passes all the prescribed tests and work is available. The apprenticeship program offered through School District 70 ends upon the individuals' completion of Grade Twelve (12).

(4) Joint Union-Management Apprenticeship Committee

This Committee will be comprised of an equal number of Union and Management representatives not to exceed, in total, three (3) from each group.

The purpose of the Committee will be to develop and supervise the procedures required to carry out the intent of the Programme as agreed to. The Committee will carry out the following duties:

- (a) Review in-plant training programmes and training syllabus as developed by the Apprenticeship Branch of the Ministry of Skills, Training and Labour. Immediate supervision of the established programme will be the responsibility of the Maintenance Manager.
- (b) Recommend standards for entry into the Apprenticeship Programme that are not inconsistent with the standards recommended by the Apprenticeship Branch.

- (c) Carry out periodic reviews of the training programme at intervals as required.
- (d) Joint Committee to review any case of lost time from the Programme because of sickness, accident, etc. and to recommend to the Board the amount of time necessary before an employee meets the requirements of time served.
- (e) Selection for entry into the programme will be made by the employer provided that the standards for acceptance established by the Joint Union-Management Apprenticeship Committee and Apprenticeship Branch are applied.
- (f) The successful applicant will be on probation for up to three (3) months, at which time the Joint Committee will carry out its first review of the apprentice's progress.

(5) Scheduling of Training for Apprentices

- (a) The term of training for an apprentice shall be up to and including Grade Eleven (11) and Twelve (12).
- (b) During the students' apprenticeship, the apprentice shall work at the trade and attend Vocational training as required by the regulations pursuant to the Apprenticeship Act.

(6) Cost of Books

The employee or Ministry of Skills Training and Labour will pay the cost of textbooks specified by the Apprenticeship Branch.

(7) Wages

During the apprentices time with the School District and while working on the job the apprentice shall be paid at minimum wage.

(8) Job Security

It is intended that student apprentices use employment with School District No. 70 as a training sponsor only. Full time employment either now or in the future is not the aim of the program.

(9) Seniority

While in the employ of the School District the apprentice shall not gain seniority and other rights offered to regular employees.

(10) **General**

It is not intended that student apprentices be used to take employment normally done by members of the regular bargaining unit. Rather it is intended that they complement those now doing the work while enhancing their own education and trades experience.

LETTER OF UNDERSTANDING #2

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #2

RE: STUDENTS WORKING DURING SCHOOL YEAR

Notwithstanding any provision of the Collective Agreement, the Parties agree that a maximum of four (4) students at ADSS and a maximum of two (2) students at USS may work a maximum of five (5) hours per week to assist the science program; such students shall not be included in the bargaining unit.

The CUPE Local 727 Science Lab Education Assistant will be given a minimum of four (4) hours per day for five (5) days per week, Monday to Friday.

The Parties agree that a maximum of two (2) students at ADSS library shall not exceed a combined total of fifteen (15) hours per week and will not result in loss of hours for the incumbent Library Assistant.

Originally signed November 26, 2002

Renewed June 23, 2014

Renewed July 1, 2019

Renewed January 18, 2023

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 727

LETTER OF UNDERSTANDING #3

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #3

RE: SPECIAL CIRCUMSTANCE COMMITTEE

The Parties agree that a Special Circumstances Committee" (SSC), shall be established by the Parties, which will be comprised of the following:

- Three (3) CUPE members appointed by the Union with an alternate
- One (1) Trustee appointed by the Board with an alternate
- One (1) Superintendent of Schools or designate
- One (1) Administrative Officer (appointed on a case by case basis)

It is understood that alternates/designates only attend in the absence of the regular committee members. In the event of a conflict or perceived conflict the alternate/designate would attend in place of the member where such conflict might be seen.

Terms of Reference of the Committee

1. The six (6) member committee shall operate by consensus and select its Chair on that basis.
2. Meetings of the committee shall be convened within five (5) working days upon the request of either the Employer or the Union where there are special circumstances regarding special needs students and staff assigned to them.
3. The Committee shall receive and consider input from all relevant sources including but not limited to the following:
 - Outside professionals working with the student and/or family.
 - The student and/or family.
 - The CUPE member(s) concerned.
 - The teachers(s) concerned.
 - The administrative officer(s) concerned
 - The Superintendent or designate
 - The Board of School Trustees
 - The Union
 - The Ministry of Education and/or Health

4. This committee shall confine its deliberations to the special circumstances that give rise to its meetings, and solutions that respect the needs of the student and the rights of the employee(s) concerned or affected.

5. All decisions of this committee shall be in writing, without prejudice or precedent, and limited in duration to not more than one (1) school year. It is understood and agreed that either the Employer or the Union may request a decision be reconsidered for good and sufficient cause.

It is finally agreed that this letter shall be attached, and form part of, the Collective Agreement following its ratification by both parties, and subject to written notice by either party at least thirty (30) days in advance can be cancelled by either the Employer or the Union following the expiry of the Collective Agreement, or by mutual agreement of the Employer and the Union at any time.

Originally signed April 29, 1996
Renewed June 23, 2014
Renewed July 1, 2019
Renewed January 18, 2023

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 727

LETTER OF UNDERSTANDING #6

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #6

RE: TEMPORARY POSTINGS

The Parties agree that all temporary postings will include an expected end date.

In order to accommodate the expected end date, the Parties further agree that any employee who is on leave of absence, who desires to return earlier than the expected end date on the temporary posting, must give the Board two (2) weeks notice of desire to return early. The employee filling the temporary posting will then be given notice that the temporary position will terminate on the date of return of the employee who is on leave of absence. The person terminated will then exercise their rights pursuant to the collective agreement.

Originally signed November 26, 2002

Renewed June 23, 2014

Renewed July 1, 2019

Renewed January 18, 2023

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 727

LETTER OF UNDERSTANDING #7

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #7

RE: PAY EQUITY

1. The Parties agree that current and future pay equity adjustments will be continued as long as government funding is provided for these pay equity adjustments.
2. The intent of this agreement is to ensure that identified inequities in pay between male and female predominant jobs are addressed subject to continued government funding for pay equity purposes, and to ensure that pay inequities, once identified are not increased, and pay equity once achieved is not eroded.
3. The benchmark positions established for the comparative model, which is based on School District 46 (Sunshine Coast), are contained in the Maintenance Plan.
4. The Parties agree that the following positions are the female dominated positions that require Pay Equity adjustments, and that their points and current rates are as shown.

Job Number	Title/Position	Gender	Total Point	Actual Salary (\$)
51	Noon Hour Supervisor	F	179	13.86
34	ADSS Counselling Secretary	F	246	20.48
35	ADSS Career Centre Secretary	F	246	20.48
31	Education Secretary	F	246	20.87
56	Resource Secretary	F	246	20.48
57	School Technology Support	F	260	20.48
59	Cafeteria Assistant	F	274	19.95
48	Science Lab Assistant	F	302	19.82
36	School Admin. Systems Op.	F	306	22.22
44	Integration Support Assistant	F	306	19.82
49	Special Education Assistant	F	306	19.82
40	Behaviour Assistant	F	334	19.82
46	Personal Attendant	F	334	19.82
41	Communications Assistant	F	336	19.82
28	Senior Accounts Clerk	F	359	22.11
58	School Secretary, Elementary	F	370	20.48
50	Youth Care Worker	F	379	19.82
55	Systems Application Support Sp.	F	380	23.22

39	School Secretary, Jr. Secondary	F	388	20.87
39	Payroll Clerk	F	394	22.11

5. The Parties agree that the targeted wage rate adjustments for the jobs identified in number 4 above, are as follows:

Job Number	Title/Position	Adjusted Salary (\$)	Targeted Wage Rate Adjustment (%)
51	Noon Hour Supervisor	19.10	5.24
34	ADSS Counselling Secretary	21.02	.54
35	ADSS Career Centre Secretary	21.02	.54
31	Education Secretary	21.02	.15
56	Resource Secretary	21.02	.54
57	School Technology Support	21.42	.94
59	Cafeteria Assistant	21.82	1.87
48	Science Lab Assistant	22.62	2.80
36	School Admin. Systems Op.	22.74	.52
44	Integration Support Assistant	22.74	2.92
49	Special Education Assistant	22.74	2.92
40	Behaviour Assistant	23.54	3.72
46	Personal Attendant	23.54	3.72
41	Communications Assistant	23.60	3.78
28	Senior Accounts Clerk	24.25	2.14
58	School Secretary, Elementary	24.57	4.09
50	Youth Care Worker	24.83	5.01
55	Systems Application Support Sp.	24.86	1.64
39	School Secretary, Jr. Secondary	25.08	4.60
39	Payroll Clerk	25.26	3.15

6. The Parties agree that retroactive to April 1, 1998, the year two (2), one percent (1%) pay equity funding will be distributed as follows:

Job Number	Title/Position	Pay Equity Distribution
51	Noon Hour Supervisor	0.25
34	ADSS Counselling Secretary	0.37
35	ADSS Career Centre Secretary	0.37
31	Education Secretary	0.15
56	Resource Secretary	0.37
57	School Technology Support	0.37
59	Cafeteria Assistant	0.36
48	Science Lab Assistant	0.35
36	School Admin. Systems Op.	0.40
44	Integration Support Assistant	0.35
49	Special Education Assistant	0.35

40	Behaviour Assistant	0.35
46	Personal Attendant	0.35
41	Communications Assistant	0.35
28	Senior Accounts Clerk	0.37
58	School Secretary, Elementary	0.40
50	Youth Care Worker	0.35
55	Systems Application Support Sp.	0.42
39	School Secretary, Jr. Secondary	0.37
39	Payroll Clerk	0.40

7. The Parties agree to distribute all available monies on the same proportional basis as the one percent (1%) pay equity lift described in No. 5 above, until the targeted wage is achieved.
8. The Parties agree to the attached Maintenance Plan.

Originally signed March 28, 2000
Renewed June 23, 2014
Renewed July 1, 2019
Renewed January 18, 2023

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 727

LETTER OF UNDERSTANDING #8

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #8

RE: MAINTENANCE PLAN

1. This Maintenance Plan was developed pursuant to Item #7 of the Job Evaluation Letter of Understanding between School District No. 70 (Alberni) and CUPE Local 727 signed on December 8, 1996, and dated July 8, 1997, and in conjunction with the PSEC Pay Equity Policy and Guidelines.
2. The Parties have used the gender neutral job evaluation project utilized in School District No. 46 (Sunshine Coast) and the results of selected ratings for those jobs where it was determined that there was a good match with a School District No. 70 job.
3. The "benchmark" jobs referred to in #2 above, the School District 46 (Sunshine Coast) and School District No. 70 matched points are as follows:

<u>SD No. 46 Job Title</u>	<u>Points</u>	<u>SD No. 70 Job Title</u>	<u>Points</u>
Finance Assistant	359	Senior Accounts Clerk	359
Carpenter	346	Carpenter	366
Special Education TA 2	334	Personal Assistant Behaviour Asst.	334
Labourer	169	Labourer	169
Utility Person	259	Grounds	259
Laboratory Assistant	302	Science Lab Assistant	302
Classroom Assistant	163	Reading Assistant	163
Special Education TA1	306	Special Ed Assistant Integration Support Assistant	306
Electrician	409	Electrician	409
Gardener	313	Gardener	313
Painter	310	Painter	310
Mechanic/Welder	378	Welder/Fitter	378
Systems Technician	380	Computer Technician Systems & Application & Support Spec.	380
Custodian 2	261	Custodian - Regular	261
Library Assistant	193	Library Assistant	193

Maintenance Admin. Assistant	193	Career Centre Secretary	246
		Operations Assistant	246
		Counselling Secretary	246
		Resource Centre Secretary	246
		Education Secretary	246
Secretary Admin. Assistant 2	409	School Secretary Jr. Sec.	388

4. Joint Evaluation Committee (JEC)

- (a) There shall be a Joint Evaluation Committee (JEC) comprised of two (2) representatives of the Union and two (2) representatives of the Board. Each party may have one (1) alternate.
- (b) Documents for the Joint Evaluation Committee
The JEC shall be supplied with all job documentation including job descriptions and previous evaluation results.
- (c) Attendance at Meetings
Release time shall be granted in accordance with the Collective Agreement.
- (d) Evaluation Advisors
The Parties' representatives on the JEC may engage third party advisors. If engaged, they shall function as advisors only.

5. Wage Protection

- (a) Male dominated jobs shall be paid at the rates shown in the Collective Agreement. Negotiated wage increases will apply to those positions.
- (b) All female positions above the regression line and currently paid at a rate above their evaluated rate will not be affected by the pay equity process. Negotiated increases will apply to these positions.

6. Procedures for Changed Jobs

Whenever the Employer changes the duties, responsibilities or qualifications of a job, or the employee(s) / Union / supervisor believes that the duties, responsibilities or qualifications of a job have significantly changed, or the job description does not reflect the duties, responsibilities or qualifications of the job, the JEC shall be requested to review the job. The request, which must in be writing, will include a copy of the current job description and the changes the employee(s) /Union / supervisor believe are necessary. After receipt of a request, the JEC shall review all information received and, where further information is required by the JEC, the JEC shall interview the employee(s) and supervisor and/or request a job analysis questionnaire to be completed by the employee(s) impacted. Should the employee not return the questionnaire within 60 (sixty) calendar days of receipt, the request for review will be suspended until such time as the questionnaire has been returned. Any potential retroactive pay will be owed from the date the completed questionnaire is returned. Any delay in information requested from a supervisor will not impact the retroactive

pay date which shall remain from the date at which the review was requested. . Representatives of the JEC may visit the worksite. The JEC shall then evaluate the job as follows:

- (a) The job shall be compared with the closest related job from the list of benchmark jobs in #3, above.
- (b) Using the factors, attached as Appendix 'A', the job shall be evaluated as comparable to, greater than or lesser than the benchmark job in each factor.
- (c) For each factor in which the job is comparable to the benchmark job, it will be assigned the same point value for that factor as the benchmark job.
- (d) If the job is evaluated as greater or lesser than the benchmark job, points shall be added to, or deducted from, based on the variance from the benchmark job.
- (e) The total points assigned to the changed job shall be the total for the benchmark job, adjusted by the variances identified in (d).
- (f) For reclassifications of female dominated jobs where the change in points as determined by the JEC evaluation is less than eleven (11) points, the rate of pay will not change at this time, however, the points are cumulative. Therefore, if a subsequent reclassification of the same job occurs and the total points from the previous evaluation and the next exceed ten (10) points, the rate of pay shall be adjusted. The implementation of that rate will be negotiated by the Parties.
- (g) For reclassifications of male dominated jobs, the rate of pay will be determined by the JEC evaluation. The rate of pay must be consistent with the principles of pay equity as outlined in the 1995 Pay Equity Policy, Principals and Guidelines document of PSEC.
- (h) If this reclassification process results in a higher wage rate than current, the higher wage rate will be paid retroactive to the date the written request for review was received or the date the job analysis questionnaire was received should the employee return the questionnaire outside of the 60-day window. If the evaluation results in a lower wage rate, the incumbent will be red-circled at the current wage rate until the wage rate determined by this process matches the current wage rate.

7. Evaluation Procedures for New Jobs

- (a) Whenever the Employer establishes a new job, the Employer shall assign a temporary evaluation for the job using the process in #6 (a) – (h). The evaluation shall determine the interim wage rate for the job. The Employer will advise the Union in writing of the details of this interim rate determination.

- (b) Six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall review the job description and advise of any changes they believe necessary to the description, which shall be referred to the JEC. If the JEC requires further information, which may involve a job analysis questionnaire, the JEC shall interview the employee(s) and supervisor and/or representatives of the JEC and may visit the worksite.
- (c) The JEC evaluation for the job shall determine the wage rate. If the evaluation results in a higher wage rate being assigned to the job, the higher wage rate will be paid retroactive to the date the incumbent(s) started in the job. If the evaluation results in a lower wage rate, the lower wage rate shall be paid from the start of the pay period following notification to the incumbent(s), the supervisor and the Union.

8. Evaluation Procedures for Routine Reviews

- (a) It is important to maintain accurate job descriptions and evaluations on an ongoing basis. It is the intention of the Parties to review, adjust as necessary, and re-evaluate one-quarter ($\frac{1}{4}$) of all jobs by March 31st of each year. The starting point for this review will be April 1, 2000.
- (b) No job will be reviewed more than once in a twelve (12) month period unless there is a significant change in the duties, responsibilities or qualifications.
- (c) To complete the routine reviews, the JEC shall send current job description to incumbent(s) and supervisors for review and feedback. The JEC shall review all information received and, where further information is required by the JEC, which may involve a job analysis questionnaire, representatives of the JEC shall interview the employee(s) and supervisor and may visit the worksite.
- (d) Where significant change has occurred in the job, the JEC will re-evaluate the job using the process in #6 (a) – (h).
- (e) If the re-evaluation results in a higher wage rate than current, the higher wage rate will be paid retroactive to the date of receipt of the written response to the JEC's request to review the job description. If the rating results in a lower wage rate, the incumbent will be red-circled at the current wage rate until the wage rate determined by this process matches the current wage rate.

9. Dispute Resolution

- (a) In the event that the JEC is unable to reach agreement on any matter related to the interpretation, application or administration of the Evaluation Plan, the JEC shall request, within ten (10) working days, that each party designate an advisor to meet with the JEC. The two (2) advisors shall meet with the JEC to assist in reaching a decision.

- (b) If, after meeting with the two (2) advisors, the JEC remains unable to agree upon the matter in dispute, the JEC shall advise, in writing, within ten (10) working days, the Union and the Board of this fact.
- (c) The dispute shall then be submitted to a mutually agreeable arbitrator. If the Parties are unable to agree on an arbitrator within fifteen (15) working days, either Party may apply to the Minister of Labour to appoint an arbitrator.
- (d) The arbitrator shall decide the matter upon which the JEC has been unable to agree and the arbitrator's decision shall be final and binding on the JEC, the Board, the Union and all affected employees. The arbitrator shall be bound by this Agreement and shall not have the power to modify or amend any of its provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the JEC.
- (e) The Board and the Union shall be the Parties to the arbitration hearing. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the Parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- (f) The arbitrator's fees and expenses shall be borne equally between the Parties.
- (g) The time limits contained in this Article may be extended by mutual agreement of the Parties.

Originally signed November 26, 2002
 Renewed June 23, 2014
 Renewed July 1, 2019
 Renewed January 18, 2023

Agreed on behalf of:
 BOARD OF SCHOOL TRUSTEES
 SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
 CANADIAN UNION OF PUBLIC
 EMPLOYEES, Local 727

LETTER OF UNDERSTANDING #11

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #11

RE: 5.5 HOUR BUS DRIVER POSITIONS

Each year in June, the Parties agree that they will meet to calculate the average of the actual hours worked by bus drivers who in the 2004/05 school year are designated as five and one half (5.5) hour positions. This average, adjusted down by no more than 30 minutes, shall be the hours of work for these positions starting in September of the next school year. In no case shall the hours of work for these positions be less than five and one half (5.5) hours per day. The provisions of Article 15.02 (e) 1 shall apply to these positions.

Originally signed June 7, 2006

Renewed June 23, 2014

Renewed July 1, 2019

Renewed January 18, 2023

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 727

LETTER OF UNDERSTANDING#14

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #14

RE: SPARE BUS DRIVER TRAINING

This agreement will be in effect until December 31, 2019 at which time, the Parties shall jointly re-evaluate the training program and each make recommendations to their respective principals on whether or not the training program should be continued.

The Board and CUPE 727 agree to jointly sponsor a training program for regular employees interested in becoming qualified as School Bus Drivers.

The Parties agree to the following:

1. The regular employee shall apply to the Director of Human Resources or designate, to participate in the program.
2. The regular employee, if accepted, will need to supply the Director of Human Resources with an appropriate medical certificate from a recognized physician. The Board agrees to pay any cost associated with this certificate.
3. A maximum of three (3) regular employees will be accepted into the program each school year.
4. The successful applicants will be expected to take the air brake course on their own time. After successful completion of the course, the Board will cover the cost of the course.
5. The Board and CUPE 727 will jointly sponsor the opportunity for the successful applicants to have in-house driver training once they have acquired their certification for the air brake course and have a Class 2 Learner License. There will be no wage costs to the Board for driver training.
6. The Board will cover the cost of the first written and practical Driver License tests for the Class 2 License.
7. An external Evaluator will do the final evaluation of the successful applicants after they acquire their Class 2 License and have had the driver training with the School

District. The Board's Driver Trainer will provide the External Evaluator with relevant information on each of the applicants.

8. A joint committee composed of two (2) CUPE representatives and two (2) Board representatives will meet to discuss any applicants who appear unsuitable to continue with the Driver Training Program. The decision of the committee will be final and non grievable. In the event that the committee is not in agreement, the Board will make the decision on suitability which would be grievable.
9. Regular employees who become qualified through the Driver Training Program will drive as a spare when required.

Originally signed June 7, 2006

Renewed June 23, 2014

Renewed July 1, 2019

Renewed January 18, 2023

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 727

LETTER OF UNDERSTANDING #16

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #16

RE: EDUCATION ASSISTANTS AS CUSTODIAL RELIEF POOL

1. This LOU is in response to CUPE's request to allow EAs to gain additional employment hours in another employee group.
2. Call out order will be Custodians as per the Collective Agreement and then Qualified EAs in the EA/Custodial pool.
3. Management will issue a memo asking for interested EAs to be in an EA/Custodial pool. EAs who become qualified after the initial memo may request to be included in the EA/Custodial pool. Requests must be made to the HR Assistant in writing with copies of qualifying course certificates(s).
4. Callouts will be four (4) hours straight time at the Custodial wage. Daily Overtime Rates will not apply. There shall be one (1) 15-minute break during the additional custodial hours.
5. EAs will be removed from the pool after three (3) refusals/no answers, per school year. Operational needs will dictate how much time EAs will be given to respond.
6. Orientation will be conducted as needed by the Working Foreman.
7. Casuals called for both an EA position and Custodial position on one day will only be credited for 1 day/shift towards their seniority.
8. This LOU to be reviewed as part of negotiations following the expiration of this collective agreement (June 30, 2025). Either party may terminate this agreement during the review.
9. Seniority callout will apply with the relief pool list.

Originally signed September 17, 2018
Renewed January 18, 2023

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 727

LETTER OF UNDERSTANDING #17

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #17

RE: CUSTODIAL DEPARTMENT VACATION PERIODS

The Parties agree that, in order to maintain 12-month custodial positions, the following procedures will apply:

1. All custodians shall take vacation time during vacation periods (Christmas Break, Spring Break and Summer Break).
2. The vacation periods will be identified by the Director of Operations and communicated by November 30th annually.
3. All custodial positions shall remain in their locations for the period of September to June but will be assigned to location(s) for the summer period by the Director of Operations per operational demands.
4. Any vacation time owing as of December 31st each year shall be paid out.
5. By May 15th of each year, all custodians shall submit to the Director of Operations their desired vacation time for the summer vacation period. Any custodian who has not made a vacation request will be scheduled into a vacation time by the Director of Operations. The Custodial Working Foreman and Utility Custodian are not subject to the summer vacation period.
6. By June 15th of each year the Director of Operations will provide a summer schedule to all custodians.
7. This LOU to be reviewed as part of negotiations following the expiration of this collective agreement (June 30, 2025). Either party may terminate this agreement during the review.

Originally signed the 22nd day of May 2017.
Renewed January 18, 2023

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES SCHOOL
DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 727

LETTER OF UNDERSTANDING #18

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #18

RE: EFAP

For the 2023-24 school year the District agrees to subsidize the EFAP payment for all regular CUPE members by the amount remaining in the Local Table Allocation.

Originally signed January 18, 2023.

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 727

LETTER OF UNDERSTANDING #19

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #19

RE: DISCUSSION TOPICS

The Parties agree at the conclusion of bargaining; to convene a meeting prior to April 2023 to discuss the following topics:

- EA Hours
- Prospective Calendar Changes
- Health and Wellness
- Out-of-town scheduling
- LOU on 10-month vacation

And prior to February 2023 discuss:

- Childcare/Seamless Day

Originally signed January 18, 2023

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 727

LETTER OF UNDERSTANDING #20

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #20

RE: EDUCATION ASSISTANT TOP UP OF HOURS

In addition to Article 15.07(b) which commits to topping up fourteen (14) EA positions by one half (.5) hour the Parties agree that:

- for the 2023-24 school year an additional eight (8) EA positions for a total of twenty two (22) will be topped up by one half (.5) hour. A minimum of fourteen (14) six (6) hour positions shall be topped up of the twenty two (22).
- and for the 2024-25 school year an additional eight (8) EA positions for a total of twenty two (22) will be topped up by one half (.5) hour. A minimum of fourteen (14) six (6) hour positions shall be topped up of the twenty two (22).

Originally signed January 18, 2023

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 727

LETTER OF UNDERSTANDING #21

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #21

RE: ALLOCATION OF LOCAL TABLE MONIES

As per the Provincial Framework Agreement, the parties agree to recommend adoption of the 2022 Provincial Framework Agreement; and,

The Parties agree that they must reach agreement on the use of Local Table monies as part of their 2022-2025 bargaining discussions.

Originally signed January 18, 2023

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 727

LETTER OF UNDERSTANDING #22

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

LOU #22

RE: 10-MONTH EMPLOYEES ACCESS TO VACATION ADVANCE

The Parties agree to the following commencing September 2023:

Ten-month employees will have the opportunity to request their vacation allotment advanced to them in each year in order to cover non-instructional periods during the school year to avoid a break in pay.

Any funds remaining in the employee's bank will be paid out during the employee's final pay period in June of each school year.

The Parties agree to this letter with the understanding that it's purpose is to resolve any technical issues with the implementation of this process.

Parties will meet regularly or as issues arise to resolve and ensure the viability of the program. Once all issues are resolved, the parties agree to implement language noted above and any other relevant language. This will be added into the Collective Agreement on conclusion of the 2022-2025 Agreement.

Originally signed January 18, 2023

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 727

MEMORANDUM OF AGREEMENT

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 70 (PACIFIC RIM)
(herein called the "Board")

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 727
(hereinafter called the "Union")

Party of the Second Part

The Parties to this agreement agree to recommend to their respective principals the ratification of a new Collective Agreement incorporating the changes set out in the following attachments:

- Attachment #1 - Letter of Understanding between Signatory School Boards and Signatory Support Staff Unions
- Attachment #2- Memorandum of Agreement dated January 18, 2023, which sets out all other agreed upon revisions to the Collective Agreement.

Originally signed June 7, 2006
Renewed June 23, 2014
Renewed July 1, 2019
Renewed January 18, 2023

Agreed on behalf of:
BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT 70 (PACIFIC RIM)

Agreed on behalf of:
CANADIAN UNION OF PUBLIC
EMPLOYEES, Local 727

APPENDIX A

PROVINCIAL FRAMEWORK AGREEMENT ("FRAMEWORK")

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

1. Term

July 1, 2022 to June 30, 2025

2. Wages Increases

General wage increases as follows:

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

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

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

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

3. Wage Increase Retroactivity

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

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

4. COLA Adjustment

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

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

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

5. Public Sector Wage Increases

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the K-12 Provincial Framework Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This paragraph 5 is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or

- b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

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

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

6. Local Table Bargaining Money

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

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

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

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

7. Provincial Labour Management Committee

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

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

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

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

8. Support Staff Education Committee (SSEC) Structure:

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

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

Mandate:

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

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

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

Terms of Reference:

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

Funding:

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

9. Safety in the Workplace

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

10. Provincial Joint Health and Safety Taskforce

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

The Provincial Joint Health and Safety Taskforce will:

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

11. Job Evaluation

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

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

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

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

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

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

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

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

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

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

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

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

12. Committee Funding

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

13. Public Education Benefits Trust

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

14. Benefits

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

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

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

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

15. Production of Local Collective Agreements

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

16. Demographic, Classification and Wage Information

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

17. Unpaid Work

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

18. Education Assistant Credential Standardization

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

19. Provincial Framework Bargaining 2025

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

20. Provincial Dispute resolution

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

21. Funding

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

22. Employee Support Grant

The Parties agree to the principle that Support Staff union members who have lost wages as a result of not crossing lawful picket lines during full days of a

BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

23. Adoption of the Provincial Framework Agreement

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

Dated this 15th day of September, 2022.

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

K-12 Presidents' Council and Support Staff Unions

"Paul Simpson"

"Justin Schmid"

"Kirsten Daub"

"Jeff Virtanen"

"Gray Boisvert"

"Tammy Carter"

"Michelle Bennett"

"Patti Pocha"

"Denise Bullock"

"David Bollen"

"Monica Brady"

"Warren Williams"

"Tim DeVivo"

BC Public School Employers' Association

"Leanne Bowes"

"Bruce Anderson"

"Alan Chell"

"Kyle Uno"

"Tammy Sowinsky"

"Rae Yu"

"Richard Per"

"Ken Dawson"

"Nancy Brennan"

"Eric Harvey"

"Alex Dounce"

"Jane Massy"

"Amber Leonard"

"Jason Franklin"

"Christina Forsyth"

"Tammy Murphy"

"Jeannette Beauvillier"

"Daun Frederickson"

"Tracey O'Hara"

"Katarina DiSimo"

Provincial Framework Agreement – Appendix A

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

RE: EMPLOYEE SUPPORT GRANT (ESG) AFTER JUNE 30, 2022

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

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

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

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

Original signed on 15th September, 2022 by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Paul Simpson

APPENDIX B

Local Memorandum of Agreement

MoA: Appendix B – Local Memorandum of Agreement

MOA - Appendix B

Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2019 – June 30, 2022 local Collective Agreement between the Board of Education of School District No. 70 (Pacific Rim) and CUPE Local 727.

Each signed off item is attached for reference.

Article:	Description:
11.06	Formal Resolution – 10 days to notify the union whether the employer is willing to settle a grievance.
15.02	Job Posting – Postings will be emailed to all CUPE members and posted on website.
15.03	Staff Changes – Replacing 'competency' with 'skills and ability'
15.05	Trial Period – Employees will have 10 days to rescind a position within a department & 40 days to rescind between departments.
15.07 / 17.07	Education Assistants – 14 EA positions shall be topped up by one half hour per day. 11 of these positions shall be 6 hr positions./6 hr positions that are topped up to 6.5hrs will not be eligible for a lunch break.
16.04	Layoff Procedures – Laid off employees will have 7 calendar days to bump, excluding EAs.
17.02 / 18.01	Work Week and Work Days – 24 Clerical positions shall be topped up by 75 minutes per week. Overtime limits shall be increased to 7.7hrs per day and 38.75hs per week.
19.03	Working Foreman changed to Team Lead and stipend increased by \$0.50 per hr.
19.04	First Aid Allowance from \$0.60 to \$1.10
20.01	Statutory Holidays – In the event the provincial government declares Truth and Reconciliation on a different date than the federal government, the provincial date will be observed.
22.03	Bereavement Leave – Increased from 2 to 4 days without pay
22.13	Domestic Violence Leave – As per the employment standards act.
22.14	Indigenous Leave – 2 days leave with pay to observe or participate in traditional Indigenous activities.
24.07	Sick Leave Provisions – Employees may be eligible for sick leave under the employment standard act.
32.08	Criminal Records Check/Fingerprinting – Employer to pay for costs.
32.09	Strong Start Coordinator moved from LOU into the Collective Agreement.
LOU #2	Students Working During School Year - Renewed
LOU #3	Special Circumstance Committee – Renewed
LOU #6	Temporary Postings – Renewed
LOU #7	Pay Equity – Renewed
LOU #8	Maintenance Plan – Employees will have 60 calendar days to return the job analysis questionnaire.


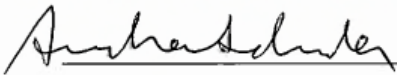
MoA: Appendix B – Local Memorandum of Agreement

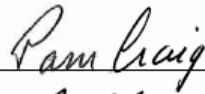

LOU #11	5.5 Hour Bus Driver Positions – Renewed
LOU #14	Spare Bus Driver Training – Renewed
LOU #16	Education Assjstants as Custodial Relief Pool – Renewed for term of Collective Agreement
LOU #17	Custodial Department Vacation Periods– Renewed for term of Collective Agreement
LOU #18	EFAP – Remaining table money to be used to subsidize EFAP payment
LOU #19	Discussion Topics – Parties agreed to continue discussions on a number of topics.
LOU #20	Education Assistant Top Up of Hours – In addition to the 14 EA top up positions from article 15.07 the employer agrees to top up an additional 8 positions for year 2 and 3 of the Collective Agreement.
LOU #21	Allocation of Local Table Monies – Parties agree to recommend adoption of the PFA.
LOU #22	10-Month Employees Access to Vacation Advance – Employer agrees to advance vacation pay to 10-month employees to cover non- instructional days.

Agreed January 18, 2023.

CUPE Local 727

Board of Education of School District No. 70 (Pacific Rim)

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