

**COLLECTIVE AGREEMENT**

**between**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 411**

**for the period**

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

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**This Agreement made the 17<sup>th</sup> day of February 2023.**

**BETWEEN:**

**THE BOARD OF EDUCATION, SCHOOL DISTRICT NO. 33  
(CHILLIWACK)** in the Province of British Columbia, hereinafter referred  
to as the "EMPLOYER"  
PARTY OF THE FIRST PART;

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 411**  
Chartered by the Canadian Union of Public Employees and affiliated  
with the Canadian Labour Congress, representing those employees  
who are affected by this Collective Agreement and for whom it has  
been certified, hereinafter called the "UNION"  
PARTY OF THE SECOND PART.

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

- (a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operation.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

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

NOW, THEREFORE, the parties agree as follows:



## ARTICLE 1 – DEFINITIONS

- 1.1 **“Employee”** shall mean a person who is an “Employee” as defined in the Statutes of the Province.
- 1.2 **“Probationary Employee”** shall mean a person serving three (3) working calendar months from initial appointment as a Regular or School Term Employee to determine suitability for employment, (such period of time may be extended by mutual consent of both parties in writing). During the probationary period the new employee's transfer, lay-off, or dismissal shall be at the discretion of the employer. During the probationary period, employees shall not be entitled to the benefits provided by this Agreement except those benefits which an employee is entitled by statute.
- 1.3 **“Regular Employee”** Shall mean an employee, full-time or part-time, who has successfully completed the probationary period and who is employed on a regular twelve (12) month basis.
- 1.4 **“School Term Employee”** Shall mean an employee, full-time or part-time, who has successfully completed the probationary period and who is employed for the school term. Spring Break and Christmas school closures shall not be considered normal working days for school term employees.
- 1.5 **“Supervision Assistant”** shall mean an employee who works, unless otherwise determined, for the school term, Monday through Friday, on days when students are in attendance during the regular school year.
- Supervision Assistants hired after June 30, 2000 shall accrue casual seniority for the purposes of 8.1(b) – Selection Criteria.
- 1.6 **“Casual Employee”** Shall be defined as an employee other than Probationary, Regular or School Term Employee.
- A Casual Employee is employed to augment the regular staff or who is employed on a special project of limited duration not to exceed three (3) calendar months. Such periods of time may be extended by mutual consent of both Parties in writing.
- A Casual Employee shall also be hired on a day to day basis to replace existing staff due to illness, leave of absence, Workers' Compensation leave or vacation.
- Seniority shall accrue for all casual employees on a daily basis in accordance with Article 7 for the purposes of job postings only. "Casual Employees" shall only be entitled to those benefits expressly accorded them in the agreement and those benefits mandated by statute.
- 1.7 **“Temporary Assignments”** Temporary assignments to positions resulting from extended leaves of absence such as maternity leave, long term illness, Workers' Compensation or any other leave of absence granted under this Agreement where the duration of the leave is known to be longer than three (3) months, shall not be restricted to three (3) months but shall be for the

duration of the leave granted. Such periods of time may be extended by mutual consent of the Parties.

- 1.8 “Apprenticeship”** All apprentices shall be employed in accordance with the provisions of the British Columbia Apprenticeship Act, and the Labour Relations Code, and the parties hereto agree to observe all provisions of said Acts. The minimum rates in Appendix A..3 shall apply.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Except as otherwise provided in this Agreement the management, supervision and control of the Employer's operation and the direction of the working force shall remain the exclusive function of Management provided that such management and direction does not contravene the express provisions of this Agreement. The Employer shall exercise these rights in a manner that is fair and reasonable.

## **ARTICLE 3 - UNION RECOGNITION**

### **3.1 Bargaining Agency**

The Employer recognizes the Canadian Union of Public Employees, Local 411, as the sole and exclusive collective bargaining agency for all of those employees covered by its certificate of bargaining authority except those so excluded by virtue of the Statutes of the Province and those persons mutually excluded. (As listed in Appendix B.)

### **3.2 Negotiations**

The Employer agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

### **3.3 Employee Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

## **ARTICLE 4 - UNION SECURITY**

### **4.1 Union Membership**

All present members of the Union shall maintain their membership in the Union as a condition of continuous employment. Present employees who are not members of the Union may continue as non-members provided that they contribute monthly an amount equal to the dues as established by the Union. New employees shall become members of the Union immediately

upon the completion of thirty (30) calendar days and shall maintain their membership in the Union as a condition of continuing employment. The Employer agrees to notify prospective new employees of this requirement.

#### **4.2 Union Dues**

The Employer agrees, upon receipt of a signed authorization from the employee, to the check-off of Union dues, fees and general assessment levied in accordance with the Constitution and/or By-Laws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or general assessments as may be determined from time to time by the said Union.

The Employer upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and general assessments and shall forward to the Union the total of such amounts deducted, together with amendments to the list, of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.

#### **4.3 Monthly Union Meetings**

Due to the nature of shift work, employees on the afternoon shift shall be allowed time off to attend one regular Union meeting per month; provided however, the employee's shift will be completed and the building will be ready for the next day's regular school activity. In certain schools designated by the Employer, one employee will remain on shift during the regular school year.

### **ARTICLE 5 - LABOUR MANAGEMENT RELATIONS**

#### **5.1 Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

#### **5.2 (a) Local Bargaining Committee**

A local Bargaining Committee shall be appointed and consist of not more than *seven (7)* members appointed by the Employer, and not more than five (5) members appointed by the Union, and paid for by the Employer. The Union's National Servicing Representative, and President or their designate may attend in addition at no cost to the Employer. The Union will advise the Employer of the Union nominees to the Committee. The parties agree that additional resource people may be brought in for meetings from time to time, as required.

#### **(b) Function of Bargaining Committee**

The Bargaining Committee shall meet under the terms, conditions and time constraints

of the Statutes of the Province.

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc. shall be referred to the Bargaining Committee for discussion and settlement.

**(c) Meeting of Committee**

In the event either party wishes to call a meeting of the Bargaining Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given, unless otherwise mutually agreed.

**5.3 Representative of Canadian Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. On all such occasions, the Employer shall be informed by the representative of *their* presence and the reason for it.

**5.4 Labour/Management Committee**

**(a) Purpose of the Committee**

In order to foster better relations between the Parties, the purpose of the Committee shall be to discuss matters of mutual concern including matters pertaining to the improvement of the quality of work life in the District. The Committee shall have the power to make recommendations to the Union and the Employer.

**(b) Composition of Committee**

A Labour/Management Committee shall be established. The Employer and the Union shall each appoint a minimum of two (2) and a maximum of six (6) representatives to the Labour/Management Committee.

**(c) Chair**

The Chair of the Labour/Management Committee shall alternate between the Employer representative and a representative of the Union, or as mutually agreed.

**(d) Meetings**

Meetings of the Committee shall be held at the call of the Chair but in any event, not less often than four (4) times a year. Meetings shall be held as promptly as possible upon request in writing of either Party.

**(e) Minutes**

Minutes shall be recorded at each session and shall be reviewed and adopted at following sessions. The minute taker shall alternate between the Employer and the Union or as mutually agreed.

**(f) Scope of the Committee**

The Committee shall not have the power to bind the Union or its members, or the Employer to any decision or conclusion reached in discussion.

The Committee shall not have jurisdiction over any matter contained in this Collective Agreement, including its administration or renegotiation.

The Committee shall not supersede the activities of any other committee of the Union or the Employer.

**5.5 Time Off for Meeting**

Any representative of the Union on labour management joint Committees who is in the employ of the Employer, shall have the privilege of attending joint Committee meetings held within working hours without loss of remuneration.

**5.6 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**5.7 Technical Information**

The Employer shall notify the Union of all job posting appointments, as well as approved leaves of absence for periods of six (6) months or greater. The Employer shall also provide on or before March 31 annually, along with the seniority list referred to in Article 7.8, an accurate listing of all current casual and temporary employees as at December 31 of the previous year.

The Employer shall make available to the Union, on request, information required by the Union for purposes of bargaining, such as job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans and other relevant documents which the employer has readily available, provided always that such information requested is not confidential and is the property of the Employer and that the Employer has a legal right to disseminate it.

## ARTICLE 6 - GRIEVANCE PROCEDURE

The Parties are committed to informal problem-solving prior to the formal grievance procedure. Whenever possible and practical, questions or differences will be taken up verbally by the employee with the appropriate manager or administrator.

### 6.1 Right to Have Shop Steward Present

(a) An employee shall have the right to have *their* steward, or Union Representative of *their* choice present at any discussion where supervisory personnel intend it to be the basis of formal disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes which will become part of *their* employment record, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact *their* steward to be present at the interview.

#### (b) Lists

The Parties shall exchange twice yearly in January and September a list of Supervisors/Shop Stewards showing names and locations of such individuals.

### 6.2 Application

Should any difference arise between the persons bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions governing the dismissal or suspension of an employee bound by the Agreement, and including any question as to whether any matter is arbitrable, such question or difference shall be final and conclusively settled without stoppage of work in accordance with the following steps:

### 6.3 Procedure

#### (a) Step 1

Such difference or grievance shall be stated in writing and presented by the employee and a representative of the Union in person to the appropriate manager or administrator within five (5) working days directly following the date when the grievor became aware of the grievance.

#### (b) Step 2

If the difference is not satisfactorily settled under Step 1 then, within two (2) working days after the completion of Step 1, the employee shall submit the grievance in writing to the Superintendent of Schools or *their* designate.

#### (c) Step 3

If the grievance is not satisfactorily settled under Step 2, within five (5) working days, *the Union shall submit the grievance in writing to the Superintendent of Schools or their*

*designate. Within ten (10) working days of the grievance's referral to Step 3, a meeting will be held which shall consist of up to three (3) representatives from the Union and up to three (3) representatives from the Employer. If a settlement is not reached within seven (7) working days of this meeting, the matter may be sent to arbitration.*

**(d) Arbitration**

- (i)** A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other, in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall within five (5) calendar days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be *Chairperson*. Should the representatives fail to select such a third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a *Chairperson*. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the *Chairperson* shall be shared equally between the parties.
- (ii)** If there is mutual agreement between the Parties, a single arbitrator may be substituted for the Arbitration Board established in this Article. The expenses of the arbitrator shall be shared equally between the Parties.
- (iii)** Within fourteen (14) calendar days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement.
- (iv)** In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Employer to reinstate the employee and pay to the employee a sum equal to *their* wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.

**(e) Time Limit**

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

If a grievance has not advanced within the time limits set out above, the grievance shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end.

- (f) The Employer may raise issues it wishes resolved at Step 3 providing the issues are raised within fourteen (14) days of the Employer becoming aware of the matter and shall notify the Union in writing clearly identifying the issue at hand and providing the Union with sufficient time to investigate. Dates for such process shall be mutually agreed upon by both parties.

#### **6.4 Expedited Arbitration**

- (a) Either party may request a grievance be dealt with under the Expedited Arbitration Procedures. Such request shall be confirmed in writing. The party receiving such a request shall respond within five (5) working days and confirm their response in writing. A grievance shall not be considered for Expedited Arbitration until the grievance procedure under the Collective Agreement has been exhausted.
- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one calendar month.
- (c) The location of the hearings is to be agreed by the parties.
- (d) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (e) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the B.C. Labour Relations Code.
- (f) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (g) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
- (h) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (i) The Arbitrator shall have the power and authority to conclusively settle the dispute and *their* decision shall be binding on both parties. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any agreement which it deems just and equitable.
- (j) The parties agree that it is not their intention to utilize Section 104 of the Labour Relations Code as long as the above noted provisions are in effect.



## **ARTICLE 7 - SENIORITY**

### **7.1 Seniority Defined**

Seniority is defined as the length of service of an employee with the Employer. Seniority shall apply bargaining unit wide and shall be effective the date of hire upon attaining a posted position.

### **7.2 Casual Seniority**

Casual employees, and supervision assistants hired after June 30, 2000, accrue seniority by the number of days worked to a maximum of 520 days. This seniority shall be applicable in competing with other casual employees and supervision assistants for posted positions as per Article 8.1(b)(i).

To establish a regular seniority date, a casual employee who is successful in attaining a posted regular or school term position shall upon completion of the probationary period be credited with all days worked in the 24 calendar months prior to attaining a posted position.

### **7.3 Mobility of Seniority**

An employee who transfers or is transferred from one Division of the Bargaining Unit to another, for any reason, shall retain *their* service seniority from *their* original date of employment.

### **7.4 Probationary and Casual Employees**

Probationary and casual employees applying for posted positions shall be entitled to have their days of actual work for the Employer considered when evaluating their suitability for the position, although they have no seniority under this Article. After completion of the probationary period however, seniority shall be cumulative for the 24-month period immediately preceding the probationary period for the purpose of promotion.

### **7.5 No Loss of Seniority**

An employee shall not lose seniority rights if *they are* absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

### **7.6 Loss of Seniority**

An employee shall only lose *their* seniority in the event:

- (a) *They are* discharged for just cause and is not reinstated.
- (b) *They* resign.

- (c) *They are* absent from work in excess of five (5) consecutive working days, without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) *They* fail to return to work following a lay-off within seven (7) calendar days after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of *their* current address.
- (e) Employees who are laid off and have less than one (1) year's continuous service shall retain their seniority rights for six (6) months. Employees who are laid off and have more than one (1) year's continuous service shall retain their seniority rights for one (1) year.
- (f) Loss of seniority shall mean loss of all rights as an employee.

## **7.7 Transfers Outside Bargaining Unit**

No employee shall be transferred to a position outside the Bargaining Unit without *their* consent. An employee who consents to transfer, for any reason, to a position which *they* know to be outside the Bargaining Unit shall not then initiate proceedings to have that position included in the Bargaining Unit.

## **7.8 Seniority List**

Up to date seniority lists for regular and casual employees, as at December 31 and June 30 will be sent to the Union and posted electronically on or before March 31 and August 31 annually. The Employer shall maintain a seniority list showing the seniority date for promotion purposes.

## **7.9 Seniority Tie Breakers**

Where the seniority of two (2) or more regular or school term employees is equal, the employee with the earliest date of hire as a probationary employee shall be deemed to have the greatest seniority. Where the date of hire is equal, the employee with the earliest date of application for regular or school term employment shall be deemed to have the greatest seniority. This clause will be effective for employees hired after the date of ratification.

# **ARTICLE 8 - STAFF CHANGES**

## **8.1 Appointments**

### **(a) Job Posting**

- (i) Where vacancies exist or new positions are created, notice thereof will be posted electronically or on the Bulletin Boards and a copy provided to the Secretary of the Union, a period of five (5) working days before the appointment is made. Such posting and notice shall contain the following information: nature of position,

required ability, location, shift, hours of work, wage rate or salary range. The job description for the position shall be attached to the job posting. The Employer agrees to advise the Secretary of the Union and unsuccessful applicants in writing of the name(s) of the successful applicant(s) within five (5) working days of the appointment. Postings for *Utility Person* vacancies will indicate the major emphasis of duties, e.g. buildings or grounds, while remaining flexible, and *Utility Person* on staff may apply for the vacancy.

*The Employer shall endeavour to have the successful applicant to a posted position start in the new position within fourteen (14) calendar days of being advised of the appointment. In the event that the Employer cannot meet the fourteen (14) calendar day period, the Employer agrees to advise the Secretary of the Union, and the successful applicant, in writing of the reasons and the anticipated date on which the successful applicant will start in the new position.*

**(ii) Leave of Absence Replacements**

Leaves of absence of six (6) months or greater which commence prior to the start-up of school or end on June 30<sup>th</sup> will be posted provided that at least thirty (30) days' notice has been given. In the case of serious, long-term illness which will be of six (6) month's duration or greater, the period of notice shall be waived. If any vacancy arises from the above postings, it may be filled with a casual employee.

**(b) Selection Criteria**

In making appointments, promotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration, and where two (2) or more applicants are equally capable of fulfilling the duties of the position, seniority, as defined in this Agreement shall be the determining factor. In all instances present employees shall be given preference when suitably qualified.

- (i)** The casual seniority and seniority earned as a Supervision Assistant shall be applicable after the Employer has considered regular, school term and probationary employees with a greater number of days of employment with the Employer.
- (ii)** Clerical staff who are transferring positions, where the qualifications within the job descriptions are the same, will be deemed qualified.

In the event of a grievance, the Employer bears the onus of proof that the selection decision was consistent with this provision.

**(c) Trial Period**

In the event an employee is promoted or transferred to a new position, *they* shall be considered to be on trial for a period of not more than forty-five (45) working days. -If, at

any time during the trial period the employee is not considered satisfactory in the new position, *they* shall be returned to *their* previous or similar position and shift without loss of seniority. If, at any time during the trial period the employee wishes to return to *their* previous or similar position, *they* shall be returned without loss of seniority if mutually agreed by all employees affected.

**(d) Performance Reviews**

Performance reviews will be conducted every two years. At the Employee's request or at the Employer's discretion these reviews may be conducted more frequently.

The Employer will meet with two (2) members of C.U.P.E. Local 411, as determined by the local, to consult and consider recommendations with regards to best practices on Employee Performance Reviews.

**(e) Discipline**

Wherever the conduct or the work standards of an employee is of such a nature to warrant written disciplinary action, or a written warning of disciplinary action or written adverse report, the Board shall notify the employee of its dissatisfaction, with a copy to the Secretary of the Union. The employee's written reply if any, shall become part of *their* record.

The record of an employee shall not be used against *them* at any time after twenty-four- (24) months following suspension or disciplinary action provided there has been no further disciplinary action taken against that employee for a similar incidence.

After twenty-four (24) working months, upon written notice from the employee, any written disciplinary action or written warning of disciplinary action, or written adverse report, will be removed from the employee's personnel file. The record of written disciplinary action, or written warning of disciplinary action, or written adverse report, will be placed in a separate private file with no reference to the record remaining in the employee's personnel file. The removed record may only be accessed by the Superintendent or designate to determine its applicability to additional disciplinary matters.

**(f) New Position Information**

When an employee begins a new position or is given a new assignment, the Employer will provide any available information regarding the new position or new assignment.

**8.2 Layoffs and Recalls**

**(a) Definition**

A layoff shall be defined as a reduction in work force or a reduction in the normal hours of more than twenty (20) percent.

A reduction in hours of twenty (20) percent or less for an employee may be accumulated and the employee subject to layoff procedures upon exceeding twenty (20) percent reduction any time during a five (5) year period.

**(b) Notice of Layoff**

- (i) The Employer shall notify employees in writing who are to be laid off temporarily for up to four (4) weeks, five (5) working days before the layoff is to be effective.
- (ii) The Employer shall notify employees in writing who are to be laid off temporarily for more than four (4) weeks and up to thirteen (13) weeks, fifteen (15) working days before the layoff is to be effective.
- (iii) If the employee laid off has not had the opportunity to work the prescribed days after notice of temporary layoff, *they* shall be paid in lieu of work for that part during which work was not made available.
- (iv) The Employer shall notify employees in writing who are to be laid off permanently or in excess of thirteen (13) weeks, in accordance with the Employment Standards Act, except that the two (2) weeks' notice provided in Section 42(1)(a) shall become fifteen (15) working days.

**(c) Severance Pay**

An employee who is laid off shall receive severance pay in accordance with the undernoted schedule:

Less than <i>one</i> (1) year service:	0.0%
After completion of <i>one</i> (1) year service:	
- For each completed year of service up to <i>two</i> (2) years	0.8%
- For each additional year of service up to a total of <i>five</i> (5) years	1.6%
- For each additional year service	3.2%

The percentage shall be of current annual salary based on current hours of work at the time of layoff to a maximum of six (6) months annual salary.

The employee may elect to receive severance pay at any time during the first sixty (60) days following notice of layoff. An employee whose employment is so terminated, instead of electing severance pay may elect to have *their* name placed on a recall list for a period of one (1) year following date of termination.

An employee who elects to receive severance pay shall have no further right of recall or re-employment.

An employee who receives severance pay and is subsequently rehired by the employer shall retain any payment made, but the calculation of years of service for the purpose of a future layoff will commence with the date of rehiring.

**(d) Layoff, Bumping, and Recall Procedure**

- (i) 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 and shall be recalled in order of their seniority, providing *they are* qualified to do the work *they are* recalled to and provided *they have* retained recall rights.
- (ii) All employees laid off or displaced shall be entitled to bump other employees in accordance with their seniority. Any employee displaced by this procedure shall be entitled to the same bumping rights. The right to bump shall include the right to bump into an equivalent or lower classification. Employees wishing to utilize their rights under this clause shall notify the Employer within three (3) working days after receiving the notice of layoff in writing. In accordance with this Article, it shall be the Employer's choice as to the position each employee shall bump into with prior consultation with the Union.
- (iii) All employees who are on the recall list shall be deemed to have applied for all posted positions within their Division and shall be deemed to be recalled when they are the senior applicant and qualified for the position. If the employee refuses two (2) positions for which *they are* qualified, the right of recall is lost and *they* will be offered the option of terminating employment with the school district or reverting to casual status. Should a laid off employee elect to become casual, all conditions of employment will be as a casual employee except that *their* regular seniority will be returned if appointed to another regular position.

**(e) Entitlement to Recall**

If an employee who has been laid off is qualified for a position, *they* shall have an opportunity for re-employment before a new employee is hired for the position provided recall rights have been retained in accordance with paragraph (b).

**(f) Emergencies**

When weather makes regular work impossible or in times of emergencies, the above clauses may be set aside. In such cases a meeting of representatives of the Employer with the Union executive shall be called within five (5) calendar days to assist in the reorganization of work in a way which will comply from the start of the emergency with the intent of this Article.

### 8.3 Suspensions and Terminations

#### (a) Suspension

Any employee may be subject to immediate suspension for proper cause, subject to established grievance procedure as outlined in this Agreement.

#### (b) Dismissal

Any employee, may for proper cause, be dismissed without notice and subject to Statutory Regulations, may be deprived of benefits that *they* would otherwise receive on retirement, or, at the discretion of the Employer, such notice and benefits as the Employer may authorize, provided, however, that any employee so dismissed shall have the right to grieve (Article 6).

#### (c) Notice of Resignation

An employee shall be required to give at least one (1) months' notice, where possible, in writing, of *their* intention to resign.

#### (d) Retirement

All employees shall retire according to the provisions of the Municipal Pension Plan unless otherwise mutually agreed between the parties.

### 8.4 Notice of Staff Changes

The Employer agrees to notify the Union, in writing, when an employee covered by this Agreement, is hired, promoted, demoted, transferred, laid off, recalled or is suspended or when *their* employment is terminated.

*In this regard, a copy of the Employer's confirming letter to the employee will be sent to the Union at the same time it is provided by the Employer to the employee.*

## ARTICLE 9 - HOURS OF WORK

### 9.1 Regular Full-Time Employees

The normal hours of work per day of regular full-time employees (excluding bus drivers) are as follows:

Custodial, Maintenance and Transportation employees (excluding bus drivers)	8.0 hours
Cafeteria	7.5 hours
Clerical and Education Assistants	7.0 hours

The above hours per day are exclusive of meal time, five (5) days per week, Monday through Friday inclusive.

The above calculations are based on thirty-five (35) - forty (40) hours per week, fifty-two (52) weeks per year.

## **9.2 Part-Time Employees**

The normal hours of work for all employees who work less than full-time hours (excluding bus drivers) shall be defined as those hours the employee was initially assigned to upon appointment to the District or reassigned to through subsequent posting, Monday through Friday.

## **9.3 Education Assistant Consultation**

If the Board requires an education assistant to engage in a consultation process with a teacher(s), administrator, or parent outside normal working hours, or to participate in the preparation of individual education plans, compensation will be provided by the Board consistent with the Collective Agreement.

## **9.4 Supervision Assistants**

Unless otherwise determined, Supervision Assistants are employed Monday through Friday only on days when students are in attendance during the regular school year.

## **9.5 Bus Drivers**

The provisions of this Article apply to school term bus drivers except as hereinafter modified.

Bus Drivers are guaranteed a base of one thousand and ninety (1090) hours per school year. Guarantee consists of 1090 hours divided by possible working days in a school year times actual number of days worked. This excludes Saturday and Sunday and General Holiday trips.

- (a) Regular shift is defined as the conveyance of passengers to school in the morning and home in the afternoon.
- (b) Extra shift is defined as the conveyance of passengers for extra-curricular activities.
- (c) Shifts shall be paid at a minimum of two (2) hours and drivers' time will be uninterrupted if less than one-half ( $\frac{1}{2}$ ) hour remains between shifts.
  - (i) Drivers are entitled to one *fifteen* (15) minute rest period after two (2) hours of work and a second rest period after six (6) hours of work. Paid waiting times of *fifteen* (15) minutes or more will be construed as a paid rest period regardless of the length of time spent waiting.



- (d) All work after nineteen hundred (1900) hours on those days on which the regular shift has been worked shall be deemed to be overtime. After twelve (12) hours from the start of the regular shift, work will be deemed as overtime.
- (e) Hours of work consisting of regular and extra shifts and overtime are shared as equally as possible amongst drivers. Each driver has the opportunity to choose a percentage of the work available beyond one's guaranteed hours, although the decision of the Employer will prevail. If no drivers are available, other transportation department staff may share the work.
- (f) Where School District transportation is used for extra-curricular trips on Saturdays and Sundays, the following applies instead of the overtime rates in Article 10.2:

**EFFECTIVE JULY 1, 2020:**

- (i) Time and one-half (1½) of the regular rate shall be paid for the entire trip.
- (ii) No shift will be paid less than four (4) hours.
- (iii) Trips that are cancelled where the driver positions into departure point/school shall be paid at two (2) hours at one and half (1½) times the regular rate.
- (iv) All work carried out in this sub paragraph 9.5(f) shall be on a volunteer basis and shared as equally as possible. All Transportation employees may participate and shall be paid at the Bus Driver rate of pay.
- (v) An exception to 9.5(f)(i) and (iii) above will apply to bus driving on ski trips. Bus drivers who drive on ski trips shall share those hours only with other registered ski trip drivers.

**EFFECTIVE JULY 1, 2019 TO JUNE 30, 2020:**

- (i) Time and one-half (1 ½) regular rate for driving to and from destination.
- (ii) Upon arrival at destination, waiting time shall be paid at the regular rate of pay.
- (iii) No shift will be paid less than four (4) hours.
- (iv) Trips that are cancelled where the driver positions into departure point/school shall be paid at two (2) hours at one and one half (1 ½) times the regular rate.
- (v) All work carried out in this sub paragraph 9.5(f) shall be on a volunteer basis and shared as equally as possible. All Transportation employees may participate and shall be paid at the Bus Driver rate of pay.

- (vi) An exception to 9.5 (f) (i) to (vi) above will apply to bus driving on ski trips. Bus drivers who drive on ski trips shall share those hours only with other registered ski trip drivers.
- (g) Work carried out on General Holidays shall be paid in accordance with the current contract rates.
- (h) At the end of each school year a review of school bus drivers' hours of work will be made to ensure minimum guarantee is met. Any shortages will be paid out.

## **9.6 Shifts and Shift Differentials**

Shift differentials do not apply to overtime hours.

### **(a) Second Shift**

Where the major portion of an employee's, other than bus drivers and custodians, shift occurs after fifteen hundred (1500) hours, the employee shall be paid a shift differential of three percent (3%) of their hourly rate per hour for the entire shift worked.

### **(b) Third Shift**

Where the major portion of an employee's, other than bus drivers and custodians, shift occurs after twenty-three hundred (2300) hours, the employee shall be paid a shift differential of six percent (6%) of their hourly rate per hour for the entire shift worked.

### **(c) Differential - Custodial Staff**

Custodial hourly rates include shift differential for second, split, and with the exception of an additional two percent (2%), the third shift.

### **(d) Special Shift**

A special shift may include Saturdays; however, no employee will be required to work more than five (5) days in a seven (7) day period without the payment of overtime rates, and provided further that the employee shall be entitled to two (2) consecutive days off, one of which will be Sunday.

When and where a special shift occurs, and the hours of such shift are outlined in principle, in the sub-sections entitled "Second Shift" or "Third Shift" then the provisions of the said sub-sections are applicable to such special shift.

In the event of an extended school week being established, a regular shift may be established consisting of five (5) consecutive days commencing Tuesday.

**(e) Temporary Shifts for Inside Clerical Workers**

We herein recognize that there may arise a temporary need for shift work among inside clerical employees during peak periods throughout the year and therefore set forth hereunder the principles which shall apply to implementing temporary shift work:

- (i) Adequate notice shall be given by the Employer to the Union which notice shall not be less than five (5) working days or one (1) clear calendar week.
- (ii) Temporary shifts for clerical employees may be in two (2) seven (7) hour nonbroken shifts, meal time excluded, commencing not before seven hundred (700) hours and continuing not later than twenty-two hundred (2200) hours. Temporary shifts shall not exceed ten (10) working days in any one period.
- (iii) The date and plan of implementation and the allocation of employees shall be with the fullest consultation and cooperation of the Union to ensure adequate coverage by qualified employees.

**9.7 Reporting**

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours regular rate of pay; and in the event the employee commences work, a minimum of four (4) hours regular rate of pay shall be paid.

**9.8 Rest Periods**

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and second half of a normal work day or shift.

There shall be no rest periods during shifts of less than two (2) hours.

**9.9 Notice of Shift**

Except in circumstances beyond the control of the Employer, five (5) days' notice shall be given before a change of the regular shift. At least eight (8) hours rest shall be provided between shifts.

**9.10 Schedule Changes**

Except in circumstances beyond the control of the Employer, all clerical and teaching assistant staff will be given forty-eight (48) hours' notice in the case of a change in work days, start, or quit times.

**9.11 School Closing**

Unless school is in session, all School District operations will close one and one half (1 ½) hours before the regular scheduled end of shift on the working day prior to Christmas and New Year's

Day. This provision is for employees at work on those days. Employees that work at distance learning sites will also finish work one and one half (1 ½) hours before the end of the normal working day on those days.

## **ARTICLE 10 - OVERTIME**

### **10.1 Overtime Authorized**

All overtime shall be pre-authorized by the employee's immediate Supervisor. All time worked beyond the normal full-time work day referred to in Article 9, the normal full-time work week, or on a holiday, shall be considered overtime.

Employees may choose to take time off in lieu of overtime by mutual agreement with their supervisors. Employees must indicate their choice of pay or time off on their time-sheet. Overtime necessitated by community use of schools shall be exempted from this option. Overtime in excess of eighty (80) hours in any one year necessitated by heating requirements shall also be exempted from this option.

### **10.2 Overtime Rates**

All hours worked in excess of those normally worked by a full-time employee in a day shall be paid for as follows:

- (a)** one and one-half (1 ½) times the regular rate for the first three (3) hours of overtime in a normal working day.
- (b)** double (2) time for all hours in excess of three (3) hours overtime in a normal working day.

Overtime shall be calculated to the next quarter (1/4) hour.

Custodial, Maintenance and Transportation employees (excluding bus drivers) based on eighty hours bi-weekly shall be paid double (2) time after forty-eight (48) hours per week.

Cafeteria employees based on seventy-five (75) hours bi-weekly shall be paid double (2) time after forty-five (45) hours per week.

Clerical employees based on seventy (70) hours bi-weekly shall be paid double (2) time after forty-two (42) hours per week.

### **10.3 Overtime Saturdays/First Day of Rest**

Any hours worked on a Saturday as on the first normal day of rest, shall be paid for at the rate of double (2) time.

#### **10.4 Overtime Sundays or Second Day of Rest**

All hours worked on a Sunday, General Holiday or on the normal second day of rest, shall be paid for at double (2) time, in addition to any holiday pay which may be payable.

#### **10.5 Overtime, Community Use of Schools - Custodial Staff**

All hours worked opening, closing, cleaning, setting up and taking down, shall be subject to the overtime provision of Article 10.

All hours worked providing on site supervision of Community Use shall be paid at regular rate.

Employees may accumulate a maximum of forty-eight (48) hours of time off in lieu of overtime, per calendar year, while working Community Use.

#### **10.6 Overtime Allocation**

Overtime and weekend work shall be divided as equally as possible among the employees of the unit or building who are capable to perform the work available.

A current up-to-date duty roster shall be maintained by the non-bargaining unit supervisor and the employees shall have access to it.

#### **10.7 Call-Out**

An employee who is called from *their* residence and subsequently returns to *their* residence, to work outside *their* regular working hours shall be paid for time worked at overtime rates of pay for time worked as provided in this Agreement, or a minimum of two (2) hours' pay at double time rate of pay, whichever is greater. Time worked shall be computed from the time the employee commences to work until *they have* completed the work for which *they were* called out or until *they are* instructed to cease work.

Call-out shall not apply if an employee has been notified of overtime while on *their* regular shift.

### **ARTICLE 11 - GENERAL HOLIDAYS**

#### **11.1 Days Applicable**

The following are the general holidays which shall apply:

New Year's Day

*Family Day*

Good Friday

Easter Monday

Victoria Day

Canada Day

British Columbia Day

Labour Day

*National Day for Truth and Reconciliation*

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

and any other general holiday proclaimed by the Federal, Provincial or Municipal Governments.

*In the event that the Provincial government declares National Day for Truth and Reconciliation as a different day than the Federal government, the parties agree that only the Provincial holiday will be observed.*

## **11.2 Regular and School Term Employees**

- (a) It is the purpose of this Article to guarantee a minimum of *thirteen (13)* general holidays to all regular employees.
- (b) School Term employees will be paid for all general holidays falling within their period of employment, and/or all general holidays where the employee has worked or received pay for fifteen (15) working days in the prior thirty (30) calendar day period and/or all general holidays where the employee has received wages for the working day preceding or the working day following the holiday.
- (c) Employees who work less than full days or full weeks shall have general holidays prorated on the basis of hours of work per week relative to a full-time employee. Such employees shall be entitled to the prorated general holiday or the Employer shall pay the employees in lieu of such holiday at their regular rates of pay.
- (d) A newly appointed employee with work experience in the six (6) months preceding the general holiday, who has worked for the Employer for fifteen (15) days or more, shall be entitled to general holiday pay for a general holiday falling the day immediately preceding *their* date of hire.

## **11.3 Fall on Day of Rest**

When any of the above noted general holidays fall on Saturday or Sunday and are not proclaimed as being observed some other day, the following Monday, when one day is involved, shall be deemed to be holidays unless other arrangements be made by mutual agreement.

## **11.4 Holiday Pay**

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal day's pay. Employees who are required to work shall be paid in accordance with the overtime provisions in Article 10 of this Agreement.

## **11.5 Holidays on Day Off**

When any of the above noted holidays fall on an employee's scheduled day off for those employees who work other than the normal work week, Monday to Friday, inclusive, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

## ARTICLE 12 - ANNUAL VACATIONS

### 12.1 Regular Full-Time Employees

- (a) All regular full-time employees shall receive an annual vacation with pay, on the following basis:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
During 1st year	1.25 working days per month to maximum 15 days or 6%, whichever is greater
1 year or more	15 working days
8 years or more	20 working days
12 years or more	25 working days
18 years or more	30 working days
plus one day for each year after 20 years.	

- (b) For the purpose of this section, calendar year shall be the period of January 1st to December 31st, inclusive.
- (c) Employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at January 1st, shall be considered to have completed their first (1st) calendar year of service for vacation purposes, but unearned vacations taken will be deducted from the employee if *they* leave employment prior to earning them.

### 12.2 Regular Part-Time and School Term Employees

All regular part-time and school term employees shall receive a vacation entitlement calculated as a percentage of gross annual straight time earnings determined in accordance with the provisions of Article 12.1; fifteen (15) working days equals six (6) percent, twenty (20) working days equals eight (8) percent, twenty-five (25) working days equals ten (10) percent, thirty (30) working days equals twelve (12) percent.

### 12.3 Vacation Pay During School Closures

School term employees (both part-time and full-time), including bus drivers, shall receive their vacation entitlement paid out each pay period. Vacation pay will be provided in accordance with the percentage provisions of Article 12.2.

### 12.4 Vacation Schedules

Vacations for regular employees shall be taken at a time mutually agreed upon by the employee and *their* Supervisor.

Vacation schedules for the summer months of July and August will be circulated within each work unit prior to December 1 each year. Employees will indicate summer vacation preferences by January 15 each year. The approved vacation schedule for each work unit will be returned to employees prior to March 1 each year.

Vacation at other times of the year will be requested through the normal leave of absence process with response being provided in a timely manner.

*Vacation requests will not be unreasonably denied, and any denials will require a written response to the employee outlining the reasons why.*

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

Where an employee qualifies for sick leave, bereavement, or any other approved leave during *their* period of vacation, there shall be no deduction from vacation credits for such absence, provided written notice is given to the Employer as soon as the need arises. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the mutual agreement of the employee and *their* Supervisor.

## **12.6 Vacation Credit During Leave of Absence**

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, for a cumulative period of four (4) weeks or greater during a calendar year, *they* shall not receive vacation credit for the period of such absence, but shall retain *their* cumulative credit.

## **12.7 Carryover of Vacation Entitlement**

(a) *Regular employees shall be permitted to carryover and bank vacation days, and take them in the following vacation year or later, based on the following schedule:*

- *0 – 5 years of service – no bank of vacation days*
- *6 – 8 years of service – bank of five (5) vacation days*
- *9 – 12 years of service – bank of ten (10) vacation days*
- *13 + years of service – bank of fifteen (15) vacation days*

*Each vacation days bank outlined above is the maximum bank of vacation days which the employee may be permitted at any one time.*

(b) *Carryover of vacation for regular employees shall be taken at a time mutually agreed upon by the employee and their Supervisor. Vacation requests will not be unreasonably denied, and any denials will require a written response to the employee outlining the reasons why.*

(c) *Upon ratification of the 2022-2025 Collective Agreement, any banked vacation days which a regular employee has accumulated, in excess of the maximum bank of vacation days permitted in paragraph (a) above, shall be grandfathered with no requirement for the employee to use the excess banked vacation days or to have them paid out to the*



*employee. However, the regular employee shall not be entitled to accumulate any further banked vacation days until such time as the grandfathered bank of vacation days is reduced to below the employee's maximum permitted bank of vacation days as set out in paragraph (a) above. One sixth (1/6) of an employees 2023 vacation entitlement may be included in an employees grandfathered carry over bank.*

- (d) *With the exception of paragraph (c) above, any unused annual vacation days not eligible for carryover under paragraph (a) above will be paid out in January of the following year.*

## **ARTICLE 13 - SICK LEAVE PROVISIONS**

### **13.1 Definition**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or under medical treatment, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### **13.2 Entitlement**

- (a) Regular full-time employees will be subject to the full sick leave provisions stated herein.
- (b) Regular part-time and school term employees shall receive sick leave prorated in accordance with hours of work per month relative to hours of work of a regular full-time employee.

### **13.3 Accumulation**

Employees shall be entitled to accumulate a maximum of eighteen (18) working days each year (calculated at the rate of one and one-half (1 ½) days per month up to a total maximum accumulation of one hundred fifty (150) working days at full pay.

Sick leave shall not accrue during unpaid leave of absence or layoff except maternity/parenthood leave (Article 14.6) but earned credits will be retained.

### **13.4 Extension of Benefits**

Notwithstanding the foregoing sections, the Employer may grant further periods of sick leave in special circumstances. Such periods shall not normally exceed eighteen (18) working days and shall be recovered by the Employer as the employee earns additional credits and moreover if not repaid shall be deducted from wages if or when the employee loses status as an employee for any reason.

### **13.5 Responsibility to Report**

An employee shall be required to report in to *their* Supervisor prior to commencement of the shift unless the expected total period of absence has already been made known to the

Employer. When such period has elapsed or is expected to be exceeded, however, the employee shall report before the first (1st) working day following the stated period, to *their* Supervisor. Failure to follow the reporting procedure may jeopardize the employee's right to sick pay unless proof of extenuating circumstances can be produced which made reporting impossible.

### **13.6 Medical Certificate**

A medical certificate may be required by the Employer as proof of sickness. Such request will be made, where possible, when the employee reports sick, during *their* period of illness, or on *their* first (1st) day back. The Board will pay the cost upon presentation of the bill, of any such certificate that it requests.

Proven abuse of sick leave shall be deemed cause for suspension or dismissal.  
All medical examinations required by virtue of an employee's job to be paid by the Employer.

### **13.7 Current Sick Leave Gratuity**

Upon completion of the third (3) calendar year of service, an employee shall be entitled, on a year by year basis, to a gratuity payment of one-third (1/3) of the unused current balance of sick leave at December 31st, at the rate of pay then in effect, providing the employee, other than a retiring employee, is on staff at December 31st. A retiring employee shall be paid any sick leave gratuity owing to *them* on the date of retirement. If mutually agreed between the Employer and employee, the employee may choose time off in lieu of the payment, to be taken at a time mutually agreeable to both parties. It is understood that such leave shall not interfere with the efficient operation of the Board. However, every effort shall be made to grant time off, where requested. This option shall apply only to all full days accumulated with any remaining part days to be paid on payroll. Choice of time off must be declared prior to January 31st following the year that the leave is accumulated and must be taken in that following year. The employee may opt to maintain sick leave in their sick bank rather than take time off in lieu or the gratuity payment.

The gratuity will be paid in the following month of February, and the balance of unused sick leave, two-thirds (2/3) will be cumulative for sick leave purposes only to a maximum of one hundred fifty (150) days.

### **13.8 Sick Leave Payout Upon Retirement**

Effective May 1, 1998 the Employer shall pay to all those employees who retire from the District, an amount equal to *thirty-three and one third* (33 1/3) % of the balance of what remains in their sick leave account at date of retirement. Retirement for the purpose of this section applies to anyone eligible to receive a pension or age *fifty-five* (55) or better. This does not include layoff or termination for cause.

### **13.9 Records**

The Employer shall provide each employee with an annual statement of accumulated sick leave

and details of red-circled sick leave for gratuity and for sick leave purposes as of December 31st.

### **13.10 Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, *they* shall not receive sick leave credit for the period of such absence, but shall retain *their* cumulative credit.

## **ARTICLE 14 - LEAVE OF ABSENCE**

### **14.1 Union Business Leave**

- (a) Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer with respect to a grievance or time off during working hours to complete Union financial transactions with the bank. During these times, every effort will be made to ensure replacement employees are used for the hours of absence.
- (b) Official representatives of the Union may be granted leave of absence without pay upon written request to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided not more than four (4) Union representatives shall be away at any one time and for a period not to exceed five (5) working days. Such leave of absence shall not affect the employee's earned seniority and/or benefits contained in this Agreement. Such leave of absence shall not be withheld unjustly.
- (c) Any employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated may be granted leave of absence upon receipt of a written request, without pay and without loss of seniority by the Employer for a period up to one (1) year and shall be reviewed each year on request during *their* term of office. Such leave of absence shall not be withheld unjustly.

### **14.2 Leave for Public Duties**

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer may allow leave of absence with full cost of benefits to be borne by the employee, so that the employee may be a candidate in federal, provincial, or municipal elections. (Employee benefits as to Article 17). Such leave will not be withheld unjustly.

An employee who is granted leave without pay for public office shall be allowed such leave without loss of seniority during *their* term of office. Benefits may be maintained at full employee cost and the employee may return to the first job available for which *they are* qualified.

### **14.3 Bereavement Leave**

An employee shall be granted up to five (5) consecutive working days' leave without loss of salary or wages in the case of death of a spouse, child, step-child, parent, grandchild, brother or sister. An employee shall be granted up to three (3) consecutive working days' leave without loss of salary or wages in the case of death of an aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandparent. Such days will normally be consecutive working days. Where an employee is able to provide evidence of a service or celebration of the deceased that is not coincident with the death of the individual but that occurs within one year of the death, the employer may grant approval for non-consecutive bereavement leave. Where the burial occurs outside the Province, leave to travel shall be granted upon the request of the employee over and above the consecutive days granted. Such leave may not exceed seven (7) days total absence and travel time granted shall be without pay.

### **14.4 Mourner's Leave**

One-half (1/2) day leave may be granted without loss of salary or wages to attend a funeral or memorial service. An additional one-half (1/2) day of unpaid leave may be granted where travel time is required, provided the employee has the approval for both the half day (1/2) of leave and the half day (1/2) travel time from *their* Supervisor.

### **14.5 Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or Crown witness in any court. The Employer shall pay such an employee the difference between *their* normal earnings and the payment *they* receive for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received to the Employer.

### **14.6 Maternity/*Parental* Leave**

The Employer shall apply the provisions of the Employment Standards Act and recognize the relevant provisions of the Employment Insurance Act.

While on maternity/*parental* leave an employee shall retain *their* full employment status and rights, and shall accumulate all benefits under this Collective Agreement.

The Employer shall continue to make all normal contributions towards the employee's benefits in the same manner as if the employee were not absent.

When an employee decides to return to work after maternity/*parental* leave, *they* shall provide the Employer with at least one (1) months' notice of *their* intention to return to work. Upon return from maternity/*parental* leave, the employee shall return to *their* former position. If the position is no longer established, *they* will be offered alternative employment without loss of seniority in a position at least comparable to *their* former position.

The current entitlements are available from the Human Resources Division.

#### **14.7 Supplemental Employment Benefits on Maternity Leave**

- (a)** When a pregnant employee takes the maternity leave to which *they are* entitled pursuant to the Employment Standards Act, the Board shall pay the employee:
  - (i)** Ninety-five percent (95%) of *their* current salary for the first week of the leave, and,
  - (ii)** *Where the employee is not eligible to receive EI benefits, ninety-five percent (95%) of their current salary for the second week of the leave, or,*
  - (iii)** *Where the employee is eligible to receive EI maternity benefits;*
    - 1. *The difference between ninety-five percent (95%) of their current salary and the amount of EI maternity benefits received by the employee, for the second week of leave, and*
    - 2. *The difference between seventy-five percent (75%) of their current salary and the amount of EI maternity benefits received by the employee, for a further fifteen (15) weeks.*
- (b)** The Board agrees to enter into the Supplemental Employment Benefit (SEB) Plan agreement required by the Employment Insurance Act in respect of such maternity payment.

#### **14.8 Paternity Leave**

At the birth of a child, an employee shall be entitled to one (1) working days' leave of absence with pay.

#### **14.9 Injury Leave**

An employee who is injured at work during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at *their* regular rate of pay without deduction from sick leave, unless a doctor states that the employee is fit for further work on that shift.

#### **14.10 General Leave**

- (a)** General Long-Term Leave of One Year:

The Employer may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing to the Human Resources Department by May 15<sup>th</sup> for the leave to commence the following school year in September or a minimum of four (4) months' notice for twelve (12) month employees and approved by the Employer and subject to operational requirements.

School Term Employees on a leave of absence of one (1) year or more under the provisions of this Article shall provide the Employer with written notice of their intention to return to work the following September no later than May 15th.

General Long-Term Leave of Absences are unpaid, upon receipt of written requests from the employee, employees have the option to maintain benefits by paying one hundred percent (100%) of the premiums for MSP, Extended Health Benefits, Dental and Group Life. Accepting work with another employer is not an acceptable reason for requesting a General Long-Term Leave of Absence.

(b) School Term Employees seeking unpaid leave less than one (1) school year for compelling circumstances may be considered not withstanding 14.10(c).

(c) Discretionary Leave Without Pay

An employee with three (3) calendar years of service shall be entitled to take two (2) Discretionary Days per calendar year subject to operational requirements. The Leave shall be without pay and without loss of seniority. The request shall be submitted to the employee's supervisor seventy-two (72) hours in advance of the requested leave. The seventy-two (72) hours' notice will be waived to attend to a serious household or domestic emergency.

#### **14.11 Domestic or Sexual Violence**

Domestic or Sexual Violence leave of absence shall be provided in accordance with British Columbia Employment Standards Act, and any applicable legislation.

#### **14.12 Retirement Counselling**

The Employer will provide one (1) day paid leave of absence to each employee during the five (5) year period prior to the eligible retirement age or age sixty (60) for the purpose of retirement counselling.

### **ARTICLE 15 - PAYMENT OF WAGES AND ALLOWANCES**

#### **15.1 Pay Days**

The Employer shall pay wages in accordance with Appendix A attached to this Agreement. Employees shall be paid bi-weekly on every other Friday.

#### **15.2 Regular Part-Time Employees**

Regular part-time and school term employees shall receive the wage rates, conditions of employment and prerequisites specified in this Agreement on a pro-rata basis according to their hours of work. Except for absence without pay, school term employees will be paid for the

period between the date of commencement at the start of the school year and the date of layoff at the end of the school year.

### **15.3 Pay Days - School Term Employees**

Commencing in July of 1998, school term employees will be paid on a bi-weekly basis on every other Friday, with a one-week holdback of wages. Wages, conditions of employment and prerequisites specified in this Agreement shall be on a pro-rata basis according to their hours of work. Except for absence without pay, school term employees will be paid for the period between the date of commencement at the start of the school year and the date of layoff at the end of the school year.

### **15.4 Pay for Acting Employees**

- (a) When an employee is temporarily assigned to the principal duties of a higher paying position at an hourly rate of pay, *they* shall receive immediately the rate for the job for a minimum of three (3) hours or for the actual time worked in the higher rated job, whichever is greater. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.
- (b) Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid, from the beginning of the temporary assigned position, ten percent (10%) above the assigned employee's regular classification for the time worked in the temporary assignment. In each assignment, the employee shall be notified in advance of the temporary assignment.

### **15.5 (a) Overtime Meal Allowance**

An employee required to work in excess of two (2) hours after their regular shift shall be entitled to a meal cost reimbursement upon submission of receipts.

### **(b) Out of Town Trip Meals**

Bus Drivers may claim dinner under 15.5(a), if working after 1830 hours.

On overnight trips, meals shall be provided in accordance with Board Travel Policy upon submission of receipts.

### **15.6 Educational Allowance**

The Employer shall pay the tuition cost of any course of instruction required or approved by the Employer for an employee to better qualify *themselves* to perform *their* job. Payment shall be made on successful completion of the course.

### **15.7 Professional Fees and Licences**

The Employer shall pay professional fees for any employee who is required by the Employer to be a member of a professional association, and licence for any employee who is required to be licensed, other than motor vehicle licence.

### **15.8 Mileage Allowance**

Mileage rates paid to employees required to use personal automobiles for the Employer's business shall be paid in accordance with Board policy.

## **ARTICLE 16 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **16.1 Class Specifications**

When a new classification is created, not listed in Appendix A, the Employer shall consult with the Union prior to drafting a job description for that position and shall provide to the Union a completed job description and its classification subject review by the Joint Job Evaluation Committee prior to posting. (See Letter of Understanding.)

### **16.2 Abolition of Established Positions**

The Union shall be promptly notified of any new positions to be established and thirty (30) calendar days' notice of any established positions which are to be abolished.

### **16.3 Establishment of Salaries or Rates**

The Employer has the right to establish salaries or rates for any new position or class of positions. Such salaries and rates shall be subject to negotiations between the parties. The new rate shall become retroactive to the time the new position was first filled by an employee.

### **16.4 Reclassification, Salary or Rate Changes**

Requests for reclassification, salary, or rate changes for a position or positions may be initiated by an employee, the Union on behalf of an employee or employees. A classification change involving a change in title or class due to a change in level of duties, responsibilities, and/or requirements of a position or positions, shall be termed a "reclassification" and a change involving only a salary or rate revision without any change in level of duties, responsibilities and/or requirements shall be termed a "salary or rate adjustment".

An employee may make application for a review of *their* position on the appropriate form and forward such request to the Superintendent of Schools or *their* designate, with a copy sent to the Union.



### **16.5 Processing Requests**

Reclassification, salary and/or rate adjustment requests will be processed and reported on within thirty (30) calendar days by the Employer to the Union and employee(s) concerned.

### **16.6 Right to Appeal**

The Union shall have the right to appeal to the local Bargaining Committee on items covered by the above paragraphs and such appeals shall be in written form and contain valid facts and submissions in contesting salaries, rates, Employer's classification and/or valuations. The Local Bargaining Committee (Article 5) will attempt to resolve all appeals on classification and valuations within thirty (30) calendar days of notification.

### **16.7 Arbitration**

If the local Bargaining Committee is unable to reach agreement on reclassifications, salary adjustments, or rates of pay for new positions or classes, these issues shall then be subject to the Grievance Procedure (Article 6 of this Agreement). In such cases the *Chairperson* of any arbitration board appointed should be experienced in job evaluation.

### **16.8 Extension of Times**

Where times are mentioned in this Article, these may be shortened or lengthened by mutual agreement.

## **ARTICLE 17 - EMPLOYEE BENEFITS**

### **17.1 Medical and Extended Health**

Employees who have completed their probationary period may participate in the approved Medical Plan and in the Extended Health Benefit Plan. The Extended Health Benefit Plan shall provide coverage to one hundred thousand dollars (\$100,000) and shall include a vision care provision of two hundred dollars (\$200) per two (2) calendar years and effective July 1, 2001, hearing aids to a maximum of one thousand (\$1,000) every five years. The costs of the premium shall be shared 80/20 by the Employer and the employees respectively. Effective July 1, 1999 the cost of the Extended Health Benefit premiums shall be assumed by the Employer.

### **17.2 Life Insurance**

All eligible employees who are appointed following June 1, 1975 and who have completed their probationary period, will as a condition of employment, be covered under the terms of the Group Life Insurance Plan. The costs of the Premium payments shall be shared 80/20 by the Employer and the employees respectively. Insurance coverage is two (2) times annual salary with a minimum of fifty thousand dollars (\$50,000.00).

### **17.3 Municipal Pension**

- (a) All employees who qualify shall participate in the Municipal Pension Plan upon completion of the probationary period.
- (b) Employees not eligible to be covered by the Municipal Pension Plan shall receive one (1) month's wage at the rate paid at the last permanent position held upon retirement. Upon completion of ten (10) years of service such employees shall receive two (2) month's wage.
- (c) All full-time regular and school term employees and all regular and school term employees who work fifty percent (50%) or more in comparison to full time shall as a condition of continuing employment, participate in the Municipal Pension Plan, except those who opted not to be covered prior to July 1, 1990.

### **17.4 Death Benefits**

All benefits earned or accruing from the employee's period of employment with the Employer shall, in the event of *their* death while in the service of the Board be paid to *their* beneficiary, as defined under Group Life Insurance (Section 2).

### **17.5 Dental Plan**

All eligible employees shall as a condition of employment (subject to carrier exemptions) be covered under the terms of a group dental plan providing for one hundred (100) percent Plan A, sixty (60) percent Plan B, and fifty (50) percent Plan C (to a lifetime limit of two thousand five hundred dollars (\$2,500.00). Effective May 1, 1998 the costs of the premium payments shall be the responsibility of the Employer.

### **17.6 Carrier of Benefit Plans**

It is understood that the Employer is a member of the Public Education Benefits Trust (PEBT) further to the Letter of Understanding between BCPSEA and signatories.

### **17.7 Supplementation of Workers' Compensation Payments**

An employee prevented from performing *their* regular work with the Employer on account of an occupational accident that is recognized by WorkSafeBC as compensable within the meaning of the Compensation Act shall be able to access their sick leave bank in order to make up the difference between the amount payable by WorkSafeBC and *their* regular salary. Income Tax deductions will not be changed at source due to Workers' Compensation Benefit leaves.

### **17.8 Immunization/Communicable Diseases**

Where an employee has classroom contacts with persons who are known to have persistent hepatitis B antigenemia and who show aggressive behaviour and where the employee shows

negative to surface antigen tests, the Employer will cover the cost of hepatitis B virus vaccination.

The Employer will also provide or fund an annual flu vaccination program subject to availability from Public Health.

#### **17.9 Supervision Assistants**

The clauses of the Collective Agreement will pertain to the position of Supervision Assistants with the exception of:

Article 7.1	Seniority Defined
Article 17.1	Medical and Extended Health
Article 17.2	Life Insurance
Article 17.3	Superannuation
Article 17.4	Death Benefits
Article 17.5	Dental Plan

Note: Supervision Assistants hired after June 30, 2000 shall accrue casual seniority (see Article 7.2) for the purposes of Article 8.1(b) Selection Criteria.

### **ARTICLE 18 – OCCUPATIONAL HEALTH & SAFETY**

#### **18.1 Safe Workplaces**

- (a) The Parties acknowledge that Section 21(1) of the Workers Compensation Act of British Columbia, as may be amended from time to time, requires the Employer to ensure the health and safety of all workers working for the Employer, and to comply with the OHS provisions, the regulations and any applicable orders.*
- (b) The Parties acknowledge that Section 22(1) of the Workers Compensation Act of British Columbia, as may be amended from time to time, requires every employee to take reasonable care to protect the employee's health and safety and the health and safety of other persons who may be affected by the employee's acts or omissions at work, and to comply with the OHS provisions, the regulations and any applicable orders.*
- (c) The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.*

#### **18.2 Health and Safety Committee**

A Health and Safety Committee shall be established and composed of a minimum of two (2) representatives appointed by the Employer and a minimum of two (2) representatives of the Union.

### **18.3 Meetings of Committee**

The Health and Safety Committee shall hold meetings at least once a month or more often as requested by the Union or by the Employer and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer, the Union and WorkSafeBC.

### **18.4 Safety Measures**

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools (other than those *they are* expected to have for *their* trade), safety equipment, and protective clothing when needed.

### **18.5 Right to Refuse Unsafe Work**

- (a) *The Parties agree that Sections 3.12, 3.12.1 and 3.13 of the B.C. Occupational Health and Safety Regulation, as may be amended from time to time, shall be followed in the event an employee refuses to carry out unsafe work pursuant to Section 3.12(1) of the Regulation.*
- (b) *Section 3.12(1) of the Regulation currently reads as follows:*  
  
*A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.*
- (c) *No employee shall be disciplined for refusal to carry out unsafe work in compliance with Section 3.12 of the Regulation.*

### **18.6 Investigation of Accidents**

The Health and Safety Committee shall be notified immediately of each reportable accident or injury. Upon the request of an employee or the Union, the Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

### **18.7 Transportation of Accident Victim**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

### **18.8 Violence in the Workplace**

- (a) *The Parties acknowledge that the “Violence in the Workplace” provisions in Sections 4.27 to 4.31 of the B.C. Occupational Health and Safety Regulation, as may be*

*amended from time to time, are applicable to the employees covered by the Collective Agreement.*

**(b)** *Section 4.27 of the Regulation currently defines “violence” as follows:*

*“Violence” means 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.*

## **ARTICLE 19 - JOB SECURITY**

### **19.1 Technological Change**

A Technological Change shall be defined as a change through mechanization in a process(es) or to a procedure(s) which results in the redundancy of a regular or school term employee.

The Employer agrees to notify the Union at least ninety (90) days prior to instituting a technological change together with details of change in duties to employees which are anticipated as a result.

The Employer agrees to offer alternative employment to an employee made redundant by such technological change provided a suitable alternative position is available, and moreover, shall provide retraining for such employee, where required, provided said employee is re-trainable and/or is willing to be retrained. Every effort shall be made to ensure that the employee suffers no loss in pay.

Where new or greater skills are required than those already possessed by affected employees, where feasible such employees shall, at the expense of the Board, be given a reasonable period of time, during which they may perfect or acquire the skills necessitated by the technological change. There shall be no reduction in salary or benefits during the training period and no reduction in pay upon being reclassified in the new position.

A technological change committee shall be established and shall be comprised of two representatives appointed by the Employer and two representatives of the Union. Meetings shall take place at the request of the Union or Employer with the view of making joint recommendations regarding the introduction of technological change and its anticipated impact.

### **19.2 Contracting Out**

Regular or school term employees shall not be laid off or denied recall rights as a result of contracting out work or services.

### **19.3 Sexual Harassment**

An employee shall have the right to work in an environment free from sexual harassment.

An employee alleging sexual harassment may initiate a grievance. Any such grievance which involves the Supervisor as party to the complaint, may be addressed to the Superintendent of Schools at Article 6, Section 3(b).

#### **19.4 Harassment**

An employee shall have the right to work in an environment free from sexual harassment and other harassment as per the prohibited grounds under the Human Rights Act.

Harassment is improper behaviour that is intended to demean, belittle, humiliate or embarrass another employee.

The Board and Union are committed to a harassment free work environment. To this end, both parties commit to resolve and/or mediate complaints.

#### **19.5 No Discrimination**

The Employer and the Union agree that there shall be no discrimination or coercion exercised or practised with respect to any employee in the administration of this Agreement.

#### **19.6 Falsely Accused Employee Assistance**

When an employee has been accused of child abuse or sexual misconduct in the course of exercising their duties as employees of the Board, and

- (a) an investigation has been undertaken by the Board and the Board has determined the accusation is not true, or
- (b) an arbitrator finds the accusation to be false, or
- (c) a court acquittal is not followed by an arbitrator's decision upholding the accusation,

the employee shall be entitled to the following:

- (a) The employee and the employee's family shall be entitled to assistance provided through the Employee and Family Assistance Program to deal with any negative effects of the allegations.
- (b) When requested by the employee, the employee shall be assisted by the Board in assuring successful return to work. The assistance can include:
  - (i) any necessary short term leave of absence with pay, as determined by the Superintendent
  - (ii) priority for transfer to a vacant position
  - (iii) provision of factual information (approved by the employee and/or the

employee's representative) to parents of the school community by the Board.

The employee may apply to the Board for indemnification of any costs associated with the allegations, arising out of the performance of *their* duties to the Board.

When the Board has concluded that the allegation is mischievous or malicious then it will consider consequential discipline where the accuser is a student of or an employee of the school district and will consider appropriate action where a parent is involved.

#### **19.7 Volunteers**

The Union acknowledges that the Employer will continue the volunteer programme in the school district.

Volunteers will not be used to replace bargaining unit employees and the use of volunteers will not result in the layoff or reduction in hours for employees.

#### **19.8 Amalgamation or Merger**

In the event that the school district is amalgamated, regionalized, or merges with any other body, the Board will undertake to encourage the new district and/or region to implement the working conditions and benefits of the current Collective Agreement, unless the terms of any agreement which the merging district and/or region has are superior to the working conditions and benefits in the current Collective Agreement. In such case the Board will endeavour to have the conditions of the merging Agreement apply.

The Board will also make every effort to have the seniority rights of employees protected at the time that the merger occurs.

### **ARTICLE 20 - GENERAL PROVISIONS**

#### **20.1 Accommodation**

Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.

#### **20.2 Clothing Entitlement**

- (a)** The Employer shall issue protective clothing where mutually deemed to be required by the Union and the Employer. Maintenance employees shall have the option of being provided shirt and pants or coveralls. Those employees mandated by WorkSafeBC to wear safety boots shall receive upon permanent hire one (1) pair of safety footwear and have them replaced as required to a maximum of one (1) pair per year to a maximum value equivalent to 100% of one day's pay for Carpenter effective May 1, 1998.

- (b) Drivers are required to wear a uniform when driving a bus. The Employer shall provide bus drivers with new uniforms as required on a replacement basis. The uniform shall consist of two (2) pair of pants, one (1) tunic, two (2) long sleeved shirts, two (2) short sleeved shirts, one (1) tie, one (1) cap and one (1) winter jacket (three year minimum). Lined winter coveralls shall be made available as required to mechanic/driver and mechanic helper in transportation.

- (c) *All clothing provided by the Employer will be expected to fit the employee appropriately based on their body type.*

*An employee, who is concerned that the clothing provided to them does not fit appropriately based on their body type, shall raise their concern with their manager. If the concern remains unresolved to the employee's satisfaction, the employee may refer the issue to the Labour/Management Committee under Article 5.4 of this Agreement for its consideration.*

- (d) *Effective the date of ratification of the 2022-2025 Collective Agreement, Regular and School Term employees in the Custodial and Transportation classifications (excluding those employees mandated by WorkSafeBC to wear safety boots as per paragraph (a) above) shall be entitled to reimbursement, upon presentation of a receipt to the Employer, for the purchase of non-slip footwear pursuant to the terms set out in paragraphs (e) and (f) below.*

- (e) *Subject to paragraph (f) below, the employees specified in paragraph (d) above shall be entitled to make two (2) claims for reimbursement for non-slip footwear, up to a maximum total reimbursement of \$250 for the two (2) claims, over each successive two (2) calendar year period (the first two (2) year calendar period being 2023 and 2024).*

- (f) *Employees newly hired in any of the classifications specified in paragraph (d) above shall be entitled to the non-slip footwear purchase reimbursement on the following basis:*

- (i) *If the employee is newly hired to the classification in the first year of the applicable two (2) calendar year period (i.e.: in 2023 of the initial two (2) year period of 2023-2024), then paragraph (e) above shall be applicable.*
- (ii) *If the employee is newly hired to the classification in the second year of the applicable two (2) calendar year period (i.e., in 2024 of the initial two (2) year period of 2023-2024), the employee will be entitled to make only one (1) claim for reimbursement for the purchase of non-slip footwear in that second calendar year, up to a maximum reimbursement of \$125.*

### **20.3 Tools**

Employees required to furnish their own tools in the performance of their duties shall, upon producing a broken tool, have same replaced by one of equal quality and value by the Employer.



#### **20.4 Fire and Theft Insurance**

The Employer shall provide fire and theft insurance or otherwise provide coverage for the tools and equipment, excluding motor vehicles, owned by employees and required by the Employer in the performance of their duties.

#### **20.5 Picket Lines**

No employee will be required to enter any building or property where a picket line is in evidence when such picket line is established under either the Statutes of the Province of British Columbia or the Statutes of the Dominion of Canada excepting for the purpose of maintaining essential services or in cases of emergencies when requested by the Employer and *their* Union local.

Hours or part of an hour lost by an employee by not crossing a picket line shall be deducted from *their* wages at the hourly basic rate in accordance with the wage schedule.

#### **20.6 Plural Terms**

Wherever the singular is used in this Agreement it shall be considered as if the plural has been used.

#### **20.7 Addenda**

All Addenda, Appendices, Schedules or other attachments to this Agreement which have been signed and dated by the authorized representatives of the Employer and of the Union shall form part of this Agreement.

### **ARTICLE 21 – SERVICE IMPROVEMENT FUND**

November 6, 2019

The parties agree that, effective July 1, 2020, \$170,000 of the total \$179, 944.00 Service Improvement Fund provided for in item 3 of the Provincial Framework Agreement will be allocated as follows:

1. \$40,000 to create a Skills, Training and Enhancement Fund,
2. \$45,000 to create a Clerical Hours Fund, and
3. \$85,000 to create an Additional EA Hours Fund.

#### **Skills, Training and Enhancement Fund**

The Skills, Training and Enhancement Fund will be used for staff training and development that will enhance service to the district. All staff are eligible to apply for access to this fund. The fund may be used to cover costs for items such as training course, conference fees, speaker

fees, costs associated with travel to attend training/conferences and pay for casuals to attend pro-d days or other training and development related costs as agreed to by the parties.

This fund will be administered by the Labour Management Committee and this Committee will develop terms of reference for the management and disbursement of funds by no later than February 28, 2020.

### **Clerical Hours Fund**

Additional Clerical hours will be used to improve and enhance front line services to students, parents and staff. Funds will be allocated to schools based on an average of four (4) hours per school per month and these hours will be scheduled in a way that best meets the needs of each individual school and the district overall.

### **EA Hours Fund**

Additional EA hours may be used for activities such as: mentorship; attendance at IEP meetings; supporting students on school buses; attending EA team meetings; and Safety Plan Meetings; and updating the EAOC binders. Extra hours shall be in addition to regularly scheduled shifts and in normal circumstances these additional hours will not result in overtime being triggered. The Employer will endeavour to assign extra hours to regular employees before casual employees.

Any unused funds will be rolled over to the following year. The district is under no obligation to spend more than the Service Improvement Fund allocation of \$170,000 per year.

## ARTICLE 22 – TERMS OF AGREEMENT

This agreement shall be for the period from and including *July 1<sup>st</sup>, 2022* to and including *June 30<sup>th</sup>, 2025* and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement or immediately preceding the last day of June in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining. Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect until all provisions of the prevailing labour statutes of the Province of British Columbia have been met.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals;

This \_\_\_\_ day of \_\_\_\_\_, 2025.

### SIGNED FOR THE UNION

---

April Mancinelli  
CUPE Local 411 President

---

Dale Obirek

### SIGNED FOR THE EMPLOYER

---

Nadine Clattenburg  
Assistant Director of Human Resources

---

Mark Friesen

## APPENDIX A GENERAL WAGE INCREASE

1. *July 1, 2022, \$0.25 and 3.24% GWI*
2. *July 1, 2023, 5.5% GWI plus up to 1.25% COLA*
3. *July 1, 2024, 2% GWI plus up to 1% COLA*

## APPENDIX A.1 JOB EVALUATION - REPORT OF TOTAL POINTS

Minimum Points: 127

Maximum Points: 475

Band Width: 25

Band	Points	Job No.	Job Title	Total Points
1	127-151	69	E.A. - EDUCATION	146
2	152-176			
3	177-201	01 17	CUSTODIAN 1 SEASONAL LABOURER	186 191
4	202-226			
5	227-251	20 19 78 73 63	UTILITY PERSON TRADES HELPER SECONDARY SCHOOL LIBRARY ASSISTANT ABORIGINAL EDUCATION ASSISTANT CHEF ASSISTANT B	228 230 242 249 251
6	252-276	67 36 07 66 02	E.A. – ACADEMIC UPGRADING CORRESPONDENCE SCHOOL SECRETARY B DISTANCE EDUCATION INVENTORY CLERK SUPERVISION ASSISTANT CUSTODIAN 2	255 259 261 268 270
7	277-301	83 48A 40 80 51 39 58 56 34 52 03	ABORIGINAL EDUCATION SECRETARY FACILITIES CLERK ELEMENTARY SCHOOL SECRETARY ADMINISTRATION OFFICE RECEPTIONIST/CLERK PRINT SHOP TECHNICIAN EDUCATION CENTRE SECRETARY B SECONDARY SECRETARY B SECONDARY SCHOOL ACCOUNTING CLERK CORRESPONDENCE SCHOOL ACCOUNTING CLERK RECEPTIONIST/ACCOUNTING CLERK CUSTODIAN 3	281 281 283 283 288 291 291 296 298 300 301
8	302-326	45 29 65 54 74 47 33 21 62 59 23 83	STUDENT SERVICES CENTRE SECRETARY ACCOUNTING CLERK SECONDARY SCHOOL CAREER ADVISOR REPLACEMENT STAFF FACILITATOR GARDENER MAINTENANCE CLERK A CHANCE SCHOOL SECRETARY WELDER CHEF ASSISTANT A SOFTWARE SUPPORT TECHNICIAN BUS DRIVER ASSISTANT BUYER	303 306 307 308 308 310 313 313 321 324 324 *
9	327-351	14 72 50A 26 61 28	PAINTER WORK EXPERIENCE FACILITATOR PAYROLL CLERK FLEET CUSTODIAN TRANSPORTATION CLERK MECHANIC HELPER	327 328 329 329 331 334

Band	Points	Job No.	Job Title	Total Points
		30	ADMINISTRATION OFFICE SECRETARY	337
		41	HUMAN RESOURCES SECRETARY	337
		35	CORRESPONDENCE SCHOOL SECRETARY A	341
		38	EDUCATION CENTRE SECRETARY A	342
		57	SECONDARY SCHOOL SECRETARY A	342
		45	STUDENT SERVICES SECRETARY A	342
		70	E.A. – PHYSICAL NEEDS	342
		71	E.A. – SPECIAL NEEDS	344
10	352-376	79	JOURNEYPERSON GARDENER	354
		73	JOURNEYPERSON COOK	357
		11	ELECTRONICS TECHNICIAN	357
		10	ELECTRONICS HEATING TECHNICIAN	365
		68	E.A. – CHANCE	372
		50	SENIOR PAYROLL CLERK	373
11	377-401	15	PLUMBER	382
		05	CARPENTER	389
		64	CHILD & YOUTH CARE WORKER	395
		09	ELECTRICIAN	395
12	402-426	77A	COMPUTER SERVICES TECHNICIAN (MAINTENANCE)	404
		77B	COMPUTER SERVICES TECHNICIAN (F.V.D.E.S.)	404
		77C	COMPUTER SERVICES TECHNICIAN (C.S.S.)	404
13	427-451	27	MECHANIC	437

\*Rating pending as at December 3, 2012

The parties agree to refer back to the original historic job descriptions and ratings that were in place at the expiry of the July 1, 2010 to June 30, 2012 collective agreement should the following positions be reinstated in future:

Relief Clerk  
Library Assistant  
Central Stores Shipper/Receiver  
Central Stores Purchasing Clerk  
Central Stores Stock Clerk

The parties further agree that these job descriptions will be reviewed and may be revised using the normal job evaluation/job description process should they be reinstated.

Effective July 1, 2019 see LOU #10.

Agreed this 6<sup>th</sup> day of *November*, 2019.

For the Union:

For the Employer:

“Jeanne Marr”

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“Tamara Ilersich”

---

“Tracey O’Hara”

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“Mark Friesen”

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**\*\*PLEASE NOTE:** An updated Appendix A.1 Job Evaluation – Report of Total Points will be issued at the completion of the Job Evaluation/Job Description (JE/JD) process.

## APPENDIX A.2 WAGE GRID – July 1, 2022

APPENDIX A.2 - July 1, 2022- CUPE WAGE GRID								
Description	Band	Job No. Total Points	Total Points		July 1/22 Green Circled Rate	July 1/22 Banded Rate \$0.25 + 3.24%	July 1/22 Actual Rate \$0.25 + 3.24%	LMA (1 = \$0.29, 2 = 1%)
ABORIGINAL EDUCATION ASSISTANT	8	73	312		-	27.21	27.50	1
ACCOUNTING CLERK	8	29	308		-	27.21	27.50	1
ADMINISTRATIVE ASSISTANT A - ALTERNATE EDUCATION	10	38	355		-	28.83	29.12	1
ADMINISTRATIVE ASSISTANT A - ELEMENTARY	7	40	294		-	26.43	26.72	1
ADMINISTRATIVE ASSISTANT A - FACILITIES	9	-	337		-	28.05	28.34	1
ADMINISTRATIVE ASSISTANT A - FVDES	9	-	335		-	28.05	28.34	1
ADMINISTRATIVE ASSISTANT A - LEARNING SUPPORT SERVICES	9	-	337		-	28.05	28.34	1
ADMINISTRATIVE ASSISTANT A - SECONDARY	9	-	345		-	28.05	28.34	1
ADMINISTRATIVE ASSISTANT A - STUDENT INFO TECHNOLOGIST	9	-	335		-	28.05	28.34	1
ADMINISTRATIVE ASSISTANT A - HUMAN RESOURCES	9	-	330		-	28.05	28.34	1
ADMINISTRATIVE ASSISTANT B	7	-	294		-	26.43	26.72	1
BUYER	9	-	*		-	28.05	28.05	
BUS DRIVER	8	23	304		26.28	27.21	26.57	
CARPENTER	11	5	377		-	29.66	32.59	2
CHEF	10	-	352		-	28.83	31.78	2
CHEF ASSISTANT A	8	62	325		-	27.21	27.50	1
CHEF ASSISTANT B	7	63	281		-	26.43	26.72	1
CHILD AND YOUTH CARE WORKER	11	64	395		-	29.66	29.95	1
COMPUTER SERVICES TECHNICIAN	12	-	408		-	30.44	30.74	2
COMPUTER SERVICES - AV TECHNICIAN	12	-	414		-	30.44	30.74	2
COMPUTER SERVICES - INFRASTRUCTURE TECHNICIAN	12	-	418		-	30.44	30.74	2
COMPUTER SERVICES - SUPPORT TECHNICIAN	10	-	353		-	28.83	29.12	2
CUSTODIAN 1	3	1	191		-	23.20	23.20	
CUSTODIAN 2	6	2	275		25.15	25.60	25.45	
CUSTODIAN 3	9	3	327		25.59	26.43	25.89	
CUSTODIAN 3 (Grandfathered)	-	-	-		-	26.43	26.43	
EDUCATION ASSISTANT - ALTERNATE EDUCATION	10	68	367		-	28.83	29.12	1
EDUCATION ASSISTANT - SPECIAL EDUCATION	9	71	343		-	28.05	28.34	1
EDUCATION ASSISTANT - SPEECH AND LANGUAGE	9	-	337		-	28.05	28.34	1
ELECTRICIAN	12	9	403		-	30.44	32.59	2
ELECTRONICS TECHNICIAN	10	11	375		-	28.83	29.12	2
FLEET CUSTODIAN	9	26	334		-	28.05	28.05	
HAIRDRESSING ASSISTANT*	10	-	*		-	28.83	28.83	
HELP DESK TECHNOLOGIST	6	-	273		-	25.60	25.89	1
HVAC TECHNICIAN	11	-	384		-	29.66	32.59	2
INVENTORY CLERK	7	-	291		-	26.43	26.43	
JOINER (CABINET MAKER)*	11	-	*		-	29.66	32.59	2
LANDSCAPE HORTICULTURALIST	10	79	374		-	28.83	31.78	2
LIBRARY ASSISTANT	5	78	242		-	24.82	25.11	1
MECHANIC	12	27	415		-	30.44	34.25	2
MECHANIC HELPER	8	28	324		27.01	27.21	27.29	

PAINTER	10	14	367		-	28.83	31.78	2
PLUMBER	11	15	380		-	29.66	32.59	2
PRINTSHOP TECHNICAN	7	51	288		-	26.43	26.43	
REPLACEMENT STAFF FACILITATOR	8	54	318		-	27.21	27.50	1
SEASONAL LABOURER	3	17	181		-	23.20	23.20	
SECONDARY SCHOOL CAREER ADVISOR	9	65	342		-	28.05	28.34	1
SENIOR ACCOUNTING CLERK	10	-	352		-	28.83	29.12	1
SENIOR HUMAN RESOURCES ADMINISTRATIVE ASSISTANT	10	-	*		-	28.83	29.12	1
SENIOR PAYROLL CLERK	10	50	368		-	28.83	29.12	1
STRONG START FACILITATOR	10	-	*		-	28.83	29.12	1
SUPERVISION ASSISTANT	5	66	248		-	24.82	24.82	
SUPERVISION ASSISTANT (grandfathered)	-	-	-		-	25.60	25.60	
TRADES HELPER	5	19	230		-	24.82	24.82	
TRANSPORTATION CLERK BUS DRIVER	9	61	334		26.74	28.05	27.34	1
UTILITYPERSON	5	20	240		-	24.82	25.07	2
WELDER	9	21	339		-	27.21	30.15	2
WORK EXPERIENCE FACILITATOR	9	72	349		-	28.05	28.34	1
WORK EXPERIENCE FACILITATOR - ABORIGINAL	8	-	318		-	27.21	27.50	1

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

**\*\* Labour Market Adjustments**

*Effective July 1, 2022:*

*\$0.29/hour – Clerical Division 4 and Education Assistants Division 5*

*1% - Red Seal Tradespersons, Information Technology and Maintenance Utility*

*Effective July 1, 2023:*

*1.5% - Red Seal Tradespersons, Information Technology and Maintenance Utility*

*Effective July 1, 2024:*

*2% - Red Seal Tradespersons, Information Technology and Maintenance Utility*



## APPENDIX A.2 WAGE GRID – July 1, 2023

APPENDIX A.2 - July 1, 2023- CUPE WAGE GRID								
Description	Band	Job No. Total Points	Total Points		July 1/23 Green Circle d Rate	July 1/23 Bande d Rate 5.5% + 1.25% COLA	July 1/23 Actual Rate 5.5% + 1.25% COLA	LMA (2 = 1.5%)
ABORIGINAL EDUCATION ASSISTANT	8	73	312		-	29.05	29.36	
ACCOUNTING CLERK	8	29	308		-	29.05	29.36	
ADMINISTRATIVE ASSISTANT A - ALTERNATE EDUCATION	10	38	355		-	30.78	31.09	
ADMINISTRATIVE ASSISTANT A - FACILITIES	9	0	337		-	29.94	30.25	
ADMINISTRATIVE ASSISTANT A - FVDES	9	0	335		-	29.94	30.25	
ADMINISTRATIVE ASSISTANT A - LEARNING SUPPORT SERVICES	9	0	337		-	29.94	30.25	
ADMINISTRATIVE ASSISTANT A - SECONDARY	9	0	345		-	29.94	30.25	
ADMINISTRATIVE ASSISTANT A - STUDENT INFO TECHNOLOGIST	9	0	335		-	29.94	30.25	
ADMINISTRATIVE ASSISTANT A - HUMAN RESOURCES	9	0	330		-	29.94	30.25	
ADMINISTRATIVE ASSISTANT - ELEMENTARY	7	40	294		0	28.21	28.52	
ADMINISTRATIVE ASSISTANT B	7	0	294		-	28.21	28.52	
BUYER	9	0	*		-	29.94	29.94	
BUS DRIVER	8	23	304		28.05	29.05	28.36	
CARPENTER	11	5	377		-	31.66	35.31	2
CHEF	10	0	352		-	30.78	34.44	2
CHEF ASSISTANT A	8	62	325		-	29.05	29.36	
CHEF ASSISTANT B	7	63	281		-	28.21	28.52	
CHILD AND YOUTH CARE WORKER	11	64	395		-	31.66	31.97	
COMPUTER SERVICES TECHNICIAN	12	0	408		-	32.49	33.30	2
COMPUTER SERVICES - AV TECHNICIAN	12	0	414		-	32.49	33.30	2
COMPUTER SERVICES - INFRASTRUCTURE TECHNICIAN	12	0	418		-	32.49	33.30	2
COMPUTER SERVICES - SUPPORT TECHNICIAN	10	0	353		-	30.78	31.56	2
CUSTODIAN 1	3	1	191		0	24.77	24.77	
CUSTODIAN 2	6	2	275		26.85	27.33	27.17	
CUSTODIAN 3	9	3	327		27.32	28.21	27.64	
CUSTODIAN 3 (Grandfathered)	0	0	0		-	28.21	28.21	
EDUCATION ASSISTANT - ALTERNATE EDUCATION	10	68	367	*	-	30.78	31.09	
EDUCATION ASSISTANT - SPEECH AND LANGUAGE	9	0	337		0	29.94	30.25	
EDUCATION ASSISTANT - SPECIAL EDUCATION	9	71	343		-	29.94	30.25	
ELECTRICIAN	12	9	403		-	32.49	35.31	2
ELECTRONICS TECHNICIAN	10	11	375		-	30.78	31.56	2
FLEET CUSTODIAN	9	26	334		-	29.94	29.94	
HAIRDRESSING ASSISTANT*	10	0	*		-	30.78	30.78	
HELP DESK TECHNOLOGIST	6	0	273		-	27.33	27.64	
HVAC TECHNICIAN	11	0	384		-	31.66	35.31	2
INVENTORY CLERK	7	0	291	*	-	28.21	28.21	
JOINER (CABINET MAKER)*	11	0	*		-	31.66	35.31	2
LANDSCAPE HORTICULTURALIST	10	79	374	*	-	30.78	34.44	2
LIBRARY ASSISTANT	5	78	242		-	26.50	26.80	
MECHANIC	12	27	415		-	32.49	37.11	2
MECHANIC HELPER	8	28	324	*	28.83	29.05	29.13	
PAINTER	10	14	367		0	30.78	34.44	2
PLUMBER	11	15	380		-	31.66	35.31	2
PRINTSHOP TECHNICIAN	7	51	288		-	28.21	28.21	

REPLACEMENT STAFF FACILITATOR	8	54	318		0	29.05	29.36	
SEASONAL LABOURER	3	17	181		-	24.77	24.77	
SECONDARY SCHOOL CAREER ADVISOR	9	65	342		-	29.94	30.25	
SENIOR ACCOUNTING CLERK	10	0	352		-	30.78	31.09	
SENIOR HUMAN RESOURCES ADMINISTRATIVE ASSISTANT	10	0	*		-	30.78	31.09	
SENIOR PAYROLL CLERK	10	50	368		-	30.78	31.09	
STRONG START FACILITATOR	10	0	*		-	30.78	31.09	
SUPERVISION ASSISTANT	5	66	248		-	26.50	26.50	
SUPERVISION ASSISTANT (grandfathered)	0	0	0		-	27.33	27.33	
TRADES HELPER	5	19	230		-	26.50	26.50	
TRANSPORTATION CLERK BUS DRIVER	9	61	334		28.54	29.94	29.19	
UTILITYPERSON	5	20	240		-	26.50	27.16	2
WELDER	9	21	339	*	-	29.05	32.67	2
WORK EXPERIENCE FACILITATOR	9	72	349		-	29.94	30.25	
WORK EXPERIENCE FACILITATOR - ABORIGINAL	8	0	318		-	29.05	29.36	

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

**\*\* Labour Market Adjustments**

*Effective July 1, 2022:*

*\$0.29/hour – Clerical Division 4 and Education Assistants Division 5*

*1% - Red Seal Tradespersons, Information Technology and Maintenance Utility*

*Effective July 1, 2023:*

*1.5% - Red Seal Tradespersons, Information Technology and Maintenance Utility*

*Effective July 1, 2024:*

*2% - Red Seal Tradespersons, Information Technology and Maintenance Utility*

## APPENDIX A.2 WAGE GRID – July 1, 2024

APPENDIX A.2 - July 1, 2024- CUPE WAGE GRID								
Description	Band	Job No. Total Points	Total Points		July 1/24 Green Circled Rate	July 1/24 Banded Rate 2.0%	July 1/24 Actual Rate 2.0%	LMA (2 = 2.0%)
ABORIGINAL EDUCATION ASSISTANT	8	73	312		-	29.63	29.95	
ACCOUNTING CLERK	8	29	308		-	29.63	29.95	
ADMINISTRATIVE ASSISTANT A - ALTERNATE EDUCATION	10	38	355		-	31.40	31.71	
ADMINISTRATIVE ASSISTANT A - FACILITIES	9	0	337		-	30.54	30.86	
ADMINISTRATIVE ASSISTANT A - FVDES	9	0	335		-	30.54	30.86	
ADMINISTRATIVE ASSISTANT A - LEARNING SUPPORT SERVICES	9	0	337		-	30.54	30.86	
ADMINISTRATIVE ASSISTANT A - SECONDARY	9	0	345		-	30.54	30.86	
ADMINISTRATIVE ASSISTANT A - STUDENT INFO TECHNOLOGIST	9	0	335		-	30.54	30.86	
ADMINISTRATIVE ASSISTANT A - HUMAN RESOURCES	9	0	330		-	30.54	30.86	
ADMINISTRATIVE ASSISTANT - ELEMENTARY	7	4	294		0	29.63	29.95	
ADMINISTRATIVE ASSISTANT B	7	0	294		-	28.77	29.09	
BUYER	9	0	*		-	30.54	30.54	
BUS DRIVER	8	23	304		28.61	29.63	28.93	
CARPENTER	11	5	377		-	32.29	36.74	2
CHEF	10	0	352		-	31.40	35.83	2
CHEF ASSISTANT A	8	62	325		-	29.63	29.95	
CHEF ASSISTANT B	7	63	281		-	28.77	29.09	
CHILD AND YOUTH CARE WORKER	11	64	395		-	32.29	32.61	
COMPUTER SERVICES - AV TECHNICIAN	12	0	414		0	33.14	34.65	2
COMPUTER SERVICES - INFRASTRUCTURE TECHNICIAN	12	0	418		0	33.14	34.65	2
COMPUTER SERVICES - SUPPORT TECHNICIAN	10	0	353			31.40	32.84	2
COMPUTER SERVICES TECHNICIAN	12	0	408		-	33.14	34.65	2
CUSTODIAN 1	3	1	191			25.27	25.27	
CUSTODIAN 2	6	2	275		27.39	27.88	27.71	
CUSTODIAN 3	9	3	327		27.87	28.77	28.19	
CUSTODIAN 3 (Grandfathered)	0	0	0		-	28.77	28.77	
EDUCATION ASSISTANT - ALTERNATE EDUCATION	10	68	367	*	-	31.40	31.71	
EDUCATION ASSISTANT - SPEECH AND LANGUAGE	9	0	337		0	30.54	30.86	
EDUCATION ASSISTANT - SPECIAL EDUCATION	9	71	343		-	30.54	30.86	
ELECTRICIAN	12	9	403		-	33.14	36.74	2
ELECTRONICS TECHNICIAN	10	11	375		-	31.40	32.83	2
FLEET CUSTODIAN	9	26	334		-	30.54	30.54	
HAIRDRESSING ASSISTANT*	10	0	*		-	31.40	31.40	
HELP DESK TECHNOLOGIST	6	0	273		-	27.88	28.19	

HVAC TECHNICIAN	11	0	384		-	32.29	36.74	2
INVENTORY CLERK	7	0	291	*	-	28.77	28.77	
JOINER (CABINET MAKER)*	11	0	*		-	32.29	36.74	2
LANDSCAPE HORTICULTURALIST	10	79	374	*	-	31.40	35.83	2
LIBRARY ASSISTANT	5	78	242		-	27.03	27.34	
MECHANIC	12	27	415		-	33.14	38.61	2
MECHANIC HELPER	8	28	324	*	29.41	29.63	29.71	
PAINTER	10	14	367		0	31.40	35.83	2
PLUMBER	11	15	380		-	32.29	36.74	2
PRINTSHOP TECHNICIAN	7	51	288		-	28.77	28.77	
REPLACEMENT STAFF FACILITATOR	8	54	318		0	29.63	29.95	
SEASONAL LABOURER	3	17	181		-	25.27	25.27	
SECONDARY SCHOOL CAREER ADVISOR	9	65	342		-	30.54	30.86	
SENIOR ACCOUNTING CLERK	10	0	352		-	31.40	31.71	
SENIOR HUMAN RESOURCES ADMINISTRATIVE ASSISTANT	10	0	*		-	31.40	31.71	
SENIOR PAYROLL CLERK	10	50	368		-	31.40	31.71	
STRONG START FACILITATOR	10	0	*		-	31.40	31.71	
SUPERVISION ASSISTANT	5	66	248		-	27.03	27.03	
SUPERVISION ASSISTANT (grandfathered)	0	0	0		-	27.88	27.88	
TRADES HELPER	5	19	230		-	27.03	27.03	
TRANSPORTATION CLERK BUS DRIVER	9	61	334		29.11	30.54	29.77	
UTILITYPERSON	5	20	240		-	27.03	28.25	2
WELDER	9	21	339	*	-	29.63	33.99	2
WORK EXPERIENCE FACILITATOR	9	72	349		-	30.54	30.86	
WORK EXPERIENCE FACILITATOR - ABORIGINAL	8	0	318		-	29.63	29.95	

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

**\*\* Labour Market Adjustments**

*Effective July 1, 2022:*

*\$0.29/hour – Clerical Division 4 and Education Assistants Division 5*

*1% - Red Seal Tradespersons, Information Technology and Maintenance Utility*

*Effective July 1, 2023:*

*1.5% - Red Seal Tradespersons, Information Technology and Maintenance Utility*

*Effective July 1, 2024:*

*2% - Red Seal Tradespersons, Information Technology and Maintenance Utility*

## *Labour Market Adjustments*

### *(a) Clerical Division 4 and for Education Assistants Division 5*

*The following amounts remain to be allocated from the Local Bargaining Table Allocation provided to the School District for each of the following years of the 2022-2025 Collective Agreement*

- Year 1 (2022/2023) - \$246,079*
- Year 2 (2023/2024) - \$238,094*
- Year 3 (2024/2025) - \$251,911*

*The parties agree that the above amounts shall be allocated to Labour Market Adjustments to be provided to the classifications in the Clerical Division 4 and to the Education Assistants Division 5.*

*By February 16, 2023, the Parties will determine the percentage amount of the Labour Market Adjustment allocation to be provided, if any, to the classification in each of the above Divisions in Year 1, Year 2 and Year 3 of the 2023-2025 Collective Agreement.*

*[Above for agreement purposes only, language will be specified and agreed to on Feb 17, 2023 to follow similar language as the below, starting July 1, 2022]*

### *(b) Red Seal Tradesperson, Information Technology employees and Maintenance Utility*

*Red Seal Tradesperson, Information Technology employees and Maintenance Utility persons shall receive the following labour market adjustments to their hourly rate of pay, which will be applied after the general wage increase. Effective:*

- July 1, 2022 – 1%*
- July 1, 2023 – additional 1.5%*
- July 1, 2024 – additional 2%*

### *(c) In the event that:*

- i. Any of the classifications which are receiving Labour Market Adjustments during the term of the 2022-2025 Collective Agreement that are the subject of a job evaluation plan wage rate increase, and*
- ii. When the job evaluation plan wage rate increase and the agreed-to Labour Market Adjustment increase for the Classification results in an overall wage rate which exceeds the job evaluation plan wage rate (the “excess amount”)*

*The parties agree to meet to negotiate how the excess amount will be re-allocated.*

## APPENDIX A.3 DIFFERENTIALS AND SUPERVISION PAY

### 1. EFFECTIVE JULY 1, 2020:

- (a) Sub-Foreperson will receive an additional 5.75% of the Carpenter rate of pay.

### EFFECTIVE JULY 1, 2019 TO JUNE 30, 2020

- (a) Maintenance - the Project Crew Chief will receive ten (10) cents per hour less than the Crew Chief Foreman.
- (b) Employees licenced for herbicide/pesticide application shall be paid at the Carpenter rate of pay during periods designated for use.
- (c) *Utility Persons* who operate the following pieces of equipment shall receive a premium of five percent (5%) of the Utility Person rate for a minimum of three (3) hours while operating:
- Mower
  - Tractor with Back Hoe
  - Tractor with Float (Levels)
  - Trimming Machine
  - And any other large equipment as approved by the Director of Facilities or designate
2. Transportation - A Bus Driver/Instructor shall be paid an additional five percent (5%) of Bus Driver rate when instructing staff. Differential does not apply to a Section Head or Foreperson.
3. Education Assistant Special Needs - A Braille and Sign Language Specialist shall be paid an additional five percent (5%) when assigned to a student for this purpose.
4. Supervision Pay

### EFFECTIVE JULY 1, 2020:

- (a) Custodial
- |         |                        |
|---------|------------------------|
| Up to 2 | 2% of Custodian 2 rate |
| 3 – 5   | 3% of Custodian 2 rate |
| 6 – 10  | 4% of Custodian 2 rate |
| 11 - 15 | 5% of Custodian 2 rate |

### EFFECTIVE JULY 1, 2019 TO JUNE 30, 2020:

- (a) Custodial
- |         |                        |
|---------|------------------------|
| up to 2 | 2% of Custodian 1 rate |
| 3 - 5   | 3% of Custodian 1 rate |
| 6 - 10  | 4% of Custodian 1 rate |
| 11-15   | 5% of Custodian 1 rate |

16+                      7% of Custodian 1 rate

**EFFECTIVE JULY 1, 2020:**

**(b)      Maintenance/Transportation**

Foreperson will receive an additional 6.01% of the Carpenter rate of pay for supervision of three (3) or more tradespersons\* in a work cell (plus self).

**EFFECTIVE JULY 1, 2019 TO JUNE 30, 2020:**

**(b)      Maintenance/Transportation**

Foreman:            for supervision of 3 or more tradespersons\* in a work cell (plus self)  
Trade Rate + \$1.75 per hour.

Note: Ground Foreman rate will be Journeyperson Gardener plus \$1.75 per hour.

\* British Columbia Trade Certification or Registered Apprentice

5.      In event that a member of the bargaining unit is required by the Board to sign the annual electrical permit, such employee shall receive an allowance of two thousand dollars (\$2,000) annually.
6.      Apprenticeship Rates

3 Year (36 months) Apprentice:

First Year

- 1<sup>st</sup> six months of indenture 70% of journeyman's rate
- 2<sup>nd</sup> six months of indenture 75% of journeyman's rate

Second Year

- 3<sup>rd</sup> six months of indenture 80% of journeyman's rate
- 4<sup>th</sup> six months of indenture 80% of journeyman's rate

Third Year

- 5<sup>th</sup> six months of indenture 85% of journeyman's rate
- 6<sup>th</sup> six months of indenture 90% of journeyman's rate

4 Year (48 months) Apprentice:

First Year

- 1<sup>st</sup> six months of indenture 70% of journeyman's rate
- 2<sup>nd</sup> six months of indenture 70% of journeyman's rate

Second Year

- 3<sup>rd</sup> six months of indenture 75% of journeyman's rate
- 4<sup>th</sup> six months of indenture 75% of journeyman's rate

Third Year

- 5<sup>th</sup> six months of indenture 80% of journeyman's rate
- 6<sup>th</sup> six months of indenture 80% of journeyman's rate

Fourth Year

- 7<sup>th</sup> six months of indenture 85% of journeyman's rate
- 8<sup>th</sup> six months of indenture 90% of journeyman's rate



## **APPENDIX B**

### **EXCLUDED JOB TITLES IN ACCORDANCE WITH ARTICLE 3.1**

In accordance with Article 3.1 Bargaining Agency, the following list of job titles are excluded from the CUPE Local 411 bargaining jurisdiction by mutual consent:

- Aboriginal Education Coordinator
- Administrative and Communications Coordinator
- Business Manager
- Community Relations Officer
- Director of Facilities and Transportation
- Director of Finance
- Director of Human Resources
- Energy Manager
- Executive Assistant
- Human Resources Assistant
- Human Resources Officer
- Manager of Custodial Services
- Manager of Human Resources
- Manager of Information Technology
- Manager of Facilities
- Manager of Finance
- Manager of Labour Relations
- Manager of Purchasing
- Manager of Student Records
- Manager of Transportation
- Network Systems Supervisor
- Project Coordinator
- Project Manager – Student Information Systems
- Work Experience Coordinator

## LETTER OF UNDERSTANDING #1

**Between: BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

**And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 411**

**Re: JOB EVALUATION**

The Parties agree as follows:

Whereas the Joint Job Evaluation Plan has been implemented in part, commencing on January 1, 1994, and the Parties hereto have been working towards full implementation of the Plan, it is recognized that due to wage controls and the employer's ability to pay, the Plan is not yet fully implemented.

The terms and conditions of the "Terms of Reference" signed by the Parties continues in full force and effect.

Effective July 1, 2019 see LOU#10.

This 6<sup>th</sup> day of November, 2019.

**SIGNED FOR THE UNION    SIGNED FOR THE EMPLOYER**

\_\_\_\_\_  
"Jeanne Marr"

\_\_\_\_\_  
"Tamara Ilersich"

\_\_\_\_\_  
"Tracey O'Hara"

\_\_\_\_\_  
"Mark Friesen"

Date of Origin:	January 23, 1989
Date Revised:	June 20, 1995, November 6, 2019
Dates Renewed:	June 30, 2006, June 30, 2010, June 30, 2012, September 8, 2014, <i>November 2, 2022</i>

## **LETTER OF UNDERSTANDING #2**

**Between: BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

**And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 411**

**Re: JOB EVALUATION – TERMS OF REFERENCE**

The terms of reference of the Job Evaluation Plan signed June 25, 1992 were to establish wage rates to reflect the relative value of the work performed, “equal pay for work of equal value”. The parties acknowledge and agree that:

- In the past, the parties have mutually failed to maintain representatives who are trained in job evaluation and, consequently, job descriptions and ratings have not been maintained with currency.
- The parties will identify three CUPE 411 representatives and three management representatives who will be trained in job evaluation by a mutually satisfactory job evaluation consultant. Wherever possible both CUPE and management reps will be trained together. Training will occur no later than June 30, 2012.
- Management or CUPE may request training be made available every three years.
- CUPE and management may submit names of additional members to be trained in job evaluation. These individuals will be accepted on the basis of space and resource availability.
- A committee of one CUPE 411 representative and one management representative, selected from those individuals who have received training above, will be formed to meet on a regular basis to review existing job descriptions and ratings and to evaluate reclassification requests.
- When the committee reaches impasse a trained member from management and a trained member of CUPE will join the committee to review the progress and assist in resolving the impasse. If the committee continues to be at impasse the process outlined in Article 7 – Settlement of Disagreement of the Job Evaluation Plan Terms of Reference shall be used to resolve the disagreement.
- The parties agree that the joint committee will review a minimum of 10% of existing job descriptions annually.
- In order to ensure that the committee progresses in a timely manner through the review of all job descriptions and the evaluation of reclassification requests received, the two person committee will meet for four (4) hours each month, excepting the months of July and August, for the purpose described above. The committee will use this time to complete as many evaluations and reclassifications as possible each year.

- Any changes that arise out of the job evaluation process will become green or red circled positions. Green circled positions are those which fall below the targeted rate and red circled positions are those which are above the targeted rate.
- New green circled positions identified after July 1, 2004 will move to targeted rates July 1, 2006. There will be no retroactivity for those positions.
- New red circled positions identified after July 1, 2004 will retain their current rate but will receive no increases until the targeted rate for the position reaches the red circled rate. When a red circled position is filled it will be filled at the targeted rate. This procedure will be in compliance with Article 6.3(e) of the Job Evaluation Plan Terms of Reference.
- Existing green circled positions will be addressed through future negotiated increases or other mutually agreed to means. No retroactive pay will be applied during the implementation of the plan (all positions reach targeted rates).

Effective July 1, 2019 see LOU#10.

This 6th day of November, 2019.

**SIGNED FOR THE UNION    SIGNED FOR THE EMPLOYER**

“Jeanne Marr” \_\_\_\_\_

“Tamara Ilersich” \_\_\_\_\_

“Tracey O’Hara” \_\_\_\_\_

“Mark Friesen” \_\_\_\_\_

Date of Origin:            January 11, 2005  
 Date Revised:            June 30, 2010, November 6, 2019  
 Date Renewed:            June 30, 2006, June 30, 2010, June 30, 2012, September 8, 2014, *November 2, 2022*

## LETTER OF UNDERSTANDING #3

**Between: BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

**And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 411**

**Re: EDUCATION ASSISTANT TRANSFERS**

This Letter of Understanding only applies to Education Assistants.

This Letter of Understanding is intended to address aspects of service delivery requirements specific to the "Special Needs" employees of the bargaining unit which have evolved as a result of the "integrated school system" now in place.

It is recognized the process has not yet stabilized and the "student specific" service relationships as well as "special needs programs" are not paralleled in other areas of the bargaining unit.

This letter is entered on a provisional basis for the term of this Collective Agreement in effort to address or alleviate potential differences in interpretation of provisions of the Collective Agreement generated by the unique demands of administration of the "Special Needs" programs.

This letter will be reviewed on the anniversary of the date of signing or at the end of the period of this Collective Agreement, whichever is sooner, and will be extended only by mutual agreement of the Parties. (Union and Employer.)

### Procedure:

1. The Employer will determine known *Education* Assistant or other "Special" needs program employees' positions available for the following September, on or before May 15th and will notify the Union by May 15th.
2. Employees of the Program willing or wishing to transfer to another position within the program shall identify their desire or intent by or prior to May 15th, for the following September.  
  
Such indication will not be interpreted as intent to "bump".
3. Representatives of the Employer and Canadian Union of Public Employees shall meet during the week immediately after May 15th to review the list of current positions (*Education* Assistants, etc.) and the September list of such positions. The representatives shall consider transfer requests as part of the process.
4. All "Special Needs" employees whose assignments are changed in any way will be notified by or before June 15<sup>th</sup>. Seniority in the bargaining unit and seniority in specific programs will be recognized during the transfer/reassignment process. After the transfer/reassignment process is

complete, any remaining positions will be posted. If there are fewer positions available than qualified "special needs" employees available, then lay-off notice will be given.

5. September Adjustments

If it is determined by the Employer that a new position is required, it will be posted in accordance with Article 8.1(a), as will any resulting vacancies.

If a position is eliminated during the previous transfer/reassignment process is reinstated prior to October 15<sup>th</sup>, the displaced employee shall have the opportunity to return to that position before it is filled.

If there are further adjustments needed, a shortened version of the transfer/reassignment process will be used in order to complete any reassignment by October 15<sup>th</sup>.

This 6th day of November, 2019.

**SIGNED FOR THE UNION    SIGNED FOR THE EMPLOYER**

\_\_\_\_\_  
"Jeanne Marr"

\_\_\_\_\_  
"Tamara Ilersich"

\_\_\_\_\_  
"Tracey O'Hara"

\_\_\_\_\_  
"Mark Friesen"

Date of Origin: January 23, 1989

Date Revised: December 9, 1998  
June 30, 2012

Dates Renewed: June 30, 2006, June 30, 2010, June 30, 2012, September 8, 2014,  
November 6, 2019, *November 2, 2022*

## **LETTER OF UNDERSTANDING #4**

**Between: BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

**And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 411**

**Re: TEMPORARY MAINTENANCE POSITIONS**

### **Introduction**

To create a degree of continuity and allow various members of CUPE Local 411 varied maintenance work exposure, it is proposed that some temporary staffing may be conducted from within the Union.

### **Aim**

To outline in proposal form, guidelines for temporary maintenance positions available to members of CUPE Local 411.

### **Temporary Staffing**

All areas of Maintenance, including Utility Person and Tradesperson positions, where a need for temporary staffing in excess of thirty (30) calendar days occurs, may be considered. These temporary positions may be created by crew project work, Workers' Compensation situations, or other normal staffing action.

### **Frequency of Staffing**

The number of temporary positions to be filled from within the Union at any one time shall be at the discretion of the Employer.

### **Selection of Temporary Staff**

Selection of CUPE Local 411 staff for the specific temporary maintenance positions will be at the discretion of the Manager of Operations with final approval being provided by the Secretary-Treasurer.

Criteria to be considered during selection will be past experience, compatibility, and interest. For staffing of temporary positions, seniority will not be considered. This Agreement on seniority shall not set a precedent.

Temporary positions will be staffed from the summer eligibility list or by an offer of temporary employment to be made by the Manager of Operations.

## Rate of Pay

Temporary Maintenance positions shall be paid at the applicable rate for the period of employment. Qualified tradespersons appointed to temporary tradespersons positions shall be paid at the Tradesperson rate on producing a qualified trades ticket.

## Mobility and Notice

Because of the nature of temporary staffing, little notice will be given as positions become available. It is not intended to post any temporary positions for the usual eight day period.

CUPE Local 411 employees are to be returned to their previous position and location without loss of seniority after a term of temporary employment.

Staffing a position from temporary to permanent will be done as per Article 8, Section 1 of the Collective Agreement.

This 6th day of November, 2019.

## SIGNED FOR THE UNION    SIGNED FOR THE EMPLOYER

“Jeanne Marr” \_\_\_\_\_

“Tamara Ilersich” \_\_\_\_\_

“Tracey O’Hara” \_\_\_\_\_

“Mark Friesen” \_\_\_\_\_

Date of Origin: February 21, 1992

Date Revised: June 20, 1995, June 30, 2012

Dates Renewed: June 30, 2006, June 30, 2010, June 30, 2012, September 8, 2014,  
November 6, 2019, *November 2, 2022*



## LETTER OF UNDERSTANDING #5

**Between: BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

**And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 411**

**Re: SUMMER EMPLOYMENT REGISTERS**

1. There shall be maintained in the School District Administration Office, a register for employees who wish to indicate interest prior to their holidays with respect to vacancies which may occur during July and August. The onus is upon the employee to register for possible vacancies and the employee must be available at the appropriate interview time when applications are processed.
2. Where it is possible and where individuals are qualified, school term employees shall be given the first opportunity for additional temporary staffing requirements during the summer months. The onus is upon employees to register with the School District Administration Office prior to the end of June if it is their wish to be considered for any temporary summer positions.

This 6th day of November, 2019.

**SIGNED FOR THE UNION    SIGNED FOR THE EMPLOYER**

“Jeanne Marr” \_\_\_\_\_

“Tamara Ilersich” \_\_\_\_\_

“Tracey O’Hara” \_\_\_\_\_

“Mark Friesen” \_\_\_\_\_

Date of Origin: February 21, 1992

Dates Renewed: June 30, 2006, June 30, 2010, June 30, 2012, September 8, 2014,  
November 6, 2019, *November 2, 2022*

## LETTER OF UNDERSTANDING #6

**Between: BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

**And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 411**

**Re: PAY EQUITY**

The Board agrees to apply to the appropriate Ministry for funds made available for an approved Job Evaluation Programme. The Board agrees to disburse any funds granted in accordance with the Job Evaluation Programme guidelines established by the Government.

This 6<sup>th</sup> day of November, 2019.

**SIGNED FOR THE UNION    SIGNED FOR THE EMPLOYER**

“Jeanne Marr”

“Tamara Ilersich”

“Tracey O’Hara”

“Mark Friesen”

Date of Origin: June 20, 1995  
Date Revised: December 9, 1998  
Date Renewed: June 30, 2006, June 30, 2010, June 30, 2012, September 8, 2014,  
November 6, 2019, *November 2, 2022*

## LETTER OF UNDERSTANDING #7

**Between: BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

**And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 411**

**Re: BUMPING PROCEDURE**

The Parties have reached the following understanding with regard to the bumping procedure as outlined in Article 8.2 (d) Layoff, Bumping and Recall Procedure.

In accordance with the terms of the collective agreement:

1. No C.U.P.E. position will be protected under the bumping procedure.
2. No laid-off employee can choose to take another assignment on a temporary basis or bump any employee in accordance with their seniority (Article 8.2.d.ii). Note: Education Assistants electing a temporary assignment also have the right to exercise their options in accordance with Appendix E.
3. An employee may bump into any equivalent or lower paid position and can increase the hours of work up to 20%.
4. Orientation will be provided where required.
5. If an employee is in two (2) part-time positions and both these positions have been terminated, the employee bumps as if they *have* been in one position.
6. If an employee has two part-time positions and only one is terminated, the employee has two options:
  - (a) the employee can bump into another part-time position that is compatible with their remaining part-time position, or
  - (b) the employee can bump into an equivalent position to both part-time positions and resign from the remaining position provided the new position does not exceed by 20% or more the aggregate hours of the two former positions.

This 6th day of November, 2019.

### SIGNED FOR THE UNION

“Jeanne Marr”

“Tracey O’Hara”

### SIGNED FOR THE EMPLOYER

“Tamara Ilersich”

“Mark Friesen”

Date of Origin: June 20, 1995  
Date Revised: July 17, 2001  
Date Renewed: June 30, 2006, June 30, 2010, June 30, 2012, September 8, 2014,  
November 6, 2019, *November 2, 2022*

## LETTER OF UNDERSTANDING #8

**Between: BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

**And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 411**

**Re: Support Staff Education Committee (SSEC) and Staff Initiative for  
Recruitment and Retention Enhancement (SSIRRE)**

The Parties agree to jointly apply to the Support Staff Education Committee and Support Staff Initiative for Replacement and Retention Enhancement for any funds that are available.

This 6th day of November, 2019.

### **SIGNED FOR THE UNION    SIGNED FOR THE EMPLOYER**

“Jeanne Marr”

“Tamara Ilersich”

“Tracey O’Hara”

“Mark Friesen”

Date of Origin: June 30, 2006

Date Renewed: June 30, 2010, June 30, 2012, September 8, 2014, *November 2, 2022*

Date Revised: November 6, 2019

## LETTER OF UNDERSTANDING #10

**Between: BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

**And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 411**

**Re: JOB EVALUATION AND JOB DESCRIPTION PLAN**

The Parties agree as follows:

Whereas the parties have entered the arbitration process with regard to the Job Evaluation Job Description Plan, commencing on June 5<sup>th</sup>, 2019 and the Parties hereto have been working towards full Implementation of the Plan, it is recognized that the following Letters of Understanding and Appendices may be impacted based on the decisions reached in the arbitration.

Appendix A.1 Job Evaluation – Report of Total Points, pg. 51

Appendix A.2 CUPE Wage Grid, pg. 54

Letter of Understanding Re: Job Evaluation, pg. 65

Letter of Understanding Re: Job Evaluation – Terms of Reference, pg. 66

The terms and conditions of the above noted Letters of Understanding and appendices continue in full force and effect unless changed as a result of this arbitration. This Letter of Understanding remains in effect pending the decision of the arbitration.

This 6<sup>th</sup> day of November, 2019.

**SIGNED FOR THE UNION**

**SIGNED FOR THE EMPLOYER**

“Jeanne Marr”

“Tamara Ilersich”

“Tracey O’Hara”

“Mark Friesen”

Date of Origin: November 6, 2019

Date Renewed: November 2, 2022

**LETTER OF UNDERSTANDING #11**

**Between: BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

**And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 411**

**Re: Health and Wellness Fund Pilot Project**

*The Health and Wellness Fund will be used to support employees' physical and mental health. Regular and School Term staff are eligible for this fund. This fund will consist of unspent funds from Article 21 – Service Improvement Fund as of June 30, 2022, totalling \$240,000. This fund shall be administered by CUPE Local 411. The parties will develop terms of reference for the management and disbursement of funds by no later than 60 days after ratification.*

*This LOU will expire at the end of term of the 2022-2025 collective agreement and may be renewed with mutual agreement.*

*Trevor Sones will remain seized in this matter in the event that the Parties are unable to agree to the terms of reference.*

*This 6<sup>th</sup> day of February, 2023.*

**SIGNED FOR THE UNION**

**SIGNED FOR THE EMPLOYER**

\_\_\_\_\_  
"Liam O'Neill"

\_\_\_\_\_  
"Alan Winter"

\_\_\_\_\_  
"Tracey O'Hara"

**LETTER OF UNDERSTANDING #12**

**Between: BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

**And: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 411**

**Re: Medical Certificates**

**WHEREAS:**

*The Union and the Employer had discussions during the 2022 Bargaining sessions concerning Article 13.6 and the potential requirement for proof of sickness.*

**THE PARTIES AGREE TO:**

*Meet within sixty (60) days of ratification of the Collective Agreement in an attempt to resolve the differences, in good faith, discussed at the bargaining table.*

*This 3<sup>rd</sup> day of January, 2023.*

**SIGNED FOR THE UNION**

**SIGNED FOR THE EMPLOYER**

\_\_\_\_\_  
"Liam O'Neill"

\_\_\_\_\_  
"Alan Winter"

\_\_\_\_\_  
"Tracey O'Hara"



**MEMORANDUM OF AGREEMENT  
“MoA”**

**Between**

**BOARD OF EDUCATION of SCHOOL DISTRICT NO. 33 (Chilliwack)  
“Employer”**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 411  
“Union”**

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The parties to this Memorandum of Agreement (MoA) agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

**Continuing Provisions of the Current Collective Agreement**

Except as provided by this MoA, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2022 will be incorporated in their entirety into the revised collective agreement between the parties.

**Effective Date**

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this MoA.

**Changes to the Revised Collective Agreement**

The July 1, 2019 – June 30, 2022 Collective Agreement will continue in force and effect until June 30, 2022 except as modified by the following:

[Appendix A](#) – 2022 Provincial Framework Agreement

[Appendix B](#) – Local Memorandum of Agreement between the Board of Education of School District No.33 (Chilliwack) and the Canadian Union of Public Employees Local 411, dated February 17, 2023 which sets out all other agreed changes to the Collective Agreement.

## **Ratification**

This MoA is subject to ratification by the Board of Education of School District No. 33 (Chilliwack), the British Columbia Public School Employers' Association, and the membership of CUPE Local 411.

AGREED *February 17, 2023*

CUPE Local 411

Board of Education of School District No. 33  
(Chilliwack)

## 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.33 (Chilliwack) and CUPE Local 411.

Each signed off item is attached for reference.

Article	Item
6.3 Procedure	Clarify language in Step 3 of grievance procedure
8.1 Appointments	Change Utilityperson to Utility person, add spelled numbers
8.1(a) Job Posting	Endeavour to have a successful applicant start within 14 calendar days after being advised of appointment.
8.4 Notice of Staff Changes	Copy of the Employers confirming letter to the employee will be sent to the Union at the same time as to the employee
11.1 Days Applicable	Include Family Day and National Day for Truth and Reconciliation
12.7 Carryover of Vacation Entitlement	Insert sentence in 12.4 and new article 12.7
13.5 Responsibility to Report	Remove “telephone”
14.6 Maternity/Parental Leave	Change parenthood to parental leave
14.7 – SEB on Maternity Leave	95% week one, difference between EI and 95% second week or 95% if not eligible for EI.
18	Revise 18.1 Safe Workplace, 18.5 Right to Refuse Unsafe Work and 18.8 Violence in the Workplace
20.2 – Clothing Entitlement	Insert new language around non-slip footwear (\$250 over two years or \$125 for one year)
20.2 Clothing Entitlement	New article specifying that employees must inform their manager if there is concern with clothing fit.
9, 12.3, 13	9.5 Bus Drivers – write out numbers 12.3 Vacation Pay During School Closures – delete 13.7 – delete, 13.9 – write out numbers
Schedule A	Labour Market Adjustments: <ul style="list-style-type: none"> <li>• Clerical Division 4 and Education Assistants Division 5 - \$0.29/hour starting year one.</li> <li>• Red Seal Tradespersons, Information Technology and Maintenance Utility employees – 1% year one,</li> </ul>

	addition 1.5% year two and additional 2% year three.
LOUs	Review and renew LOU 1, 2, 3, 4, 5, 6, 7, 8, 10 Delete LOU 9
NEW LOU	The parties will meet within 60 days to discuss proof of sickness.
NEW LOU	Health and Wellness Fund Pilot Project
Housekeeping	Utility person to Utility person, 12.3 Vacation Pay During School Closures, Change gendered terms to plural
Housekeeping	Remove 2019 MOA, Appendix A and B, use gender neutral pronouns

Agreed *February 17, 2023.*

CUPE Local 411

Board of Education of School District No. 33  
(Chilliwack)

**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"

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

"Leanne Bowes"

"Bruce Anderson"

"Alan Chell"

"Kyle Uno"

"Tammy Sowinsky"

"Rae Yu"

"Richard Per"

"Ken Dawson"

"Nancy Brennan"

"David Bollen"

"Eric Harvey"

"Monica Brady"

"Alex Dounce"

"Warren Williams"

"Tim DeVivo"

"Jane Massy"

"Amber Leonard"

"Jason Franklin"

"Christina Forsyth"

"Tammy Murphy"

"Jeannette Beauvillier"

"Daun Frederickson"

"Tracey O'Hara"

"Katarina DiSimo"

Provincial Framework Agreement – Appendix A

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

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



4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.
5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

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

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BCPSEA  
Leanne Bowes

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K-12 Presidents' Council  
Paul Simpson

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