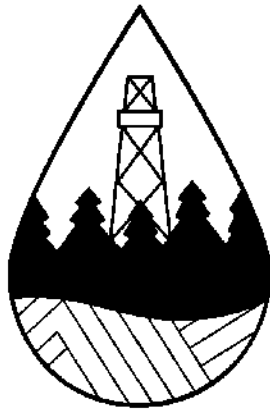


COLLECTIVE AGREEMENT



CUPE 4653

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #4653**

July 1, 2022 to June 30, 2025

"We respectfully acknowledge the Tsáá? Ché Ne Dane and Dane-zaa within Treaty 8. They are the traditional keepers of this land and we give thanks to them for allowing us to reside, work and play on their traditional territory"

TABLE OF CONTENTS

ARTICLE 1 - OBJECTIVES	3
ARTICLE 2 - DEFINITIONS	4
ARTICLE 3 - RECOGNITION AND EMPLOYER RIGHTS	6
ARTICLE 4 - UNION SECURITY	7
ARTICLE 5 - UNION RIGHTS & UNION ACTIVITY	8
ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE	12
ARTICLE 7 - SENIORITY	13
ARTICLE 8 - LAYOFF AND RECALL PROCEDURES	15
ARTICLE 9 - PROMOTION AND STAFF CHANGES	17
ARTICLE 10 - HOURS OF WORK AND SHIFTS	23
ARTICLE 11 - REMUNERATION	26
ARTICLE 12 - STATUTORY HOLIDAYS	30
ARTICLE 13 - ANNUAL VACATIONS WITH PAY	31
ARTICLE 14 - SICK LEAVE – (Regular Employees Working Less Than 15 hours per week)	33
ARTICLE 15 – SICK LEAVE/WEEKLY INDEMNITY/LONG TERM DISABILITY (Regular Employees Working 15 Hours or More Per Week)	34
ARTICLE 16 - SICK LEAVE (Temporary Employees)	36
ARTICLE 17 - LEAVES OF ABSENCE	37
ARTICLE 18 - HEALTH AND WELFARE	46
ARTICLE 19 - TECHNOLOGICAL AND OTHER CHANGES	49
ARTICLE 20 - PROFESSIONAL DEVELOPMENT FUND	50
ARTICLE 21 - GENERAL SECURITIES	51
ARTICLE 22 - DISCRIMINATION/HARASSMENT/SEXUAL HARASSMENT	53
ARTICLE 23 - DISCHARGE AND DISCIPLINE	59
ARTICLE 24 - GRIEVANCE PROCEDURE	60
ARTICLE 25 – TRAINING ASSISTANCE	62
ARTICLE 26 - DURATION OF AGREEMENT AND REMUNERATION	62
CLERICAL APPENDIX	63
EDUCATIONAL ASSISTANTS APPENDIX	64
EARLY CHILDHOOD EDUCATOR APPENDIX	67
CROSSING GUARDS/BUS ATTENDANTS APPENDIX	68
LUNCH PERIOD MONITORS APPENDIX	69
MAINTENANCE APPENDIX	70
TRANSPORTATION APPENDIX	74
CUSTODIAL APPENDIX	77
RATE SCHEDULE	98
INDEX	105

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 2022 TO JUNE 30, 2025

BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

(Hereinafter referred to as "The Board")

PARTY OF THE FIRST PART

AND: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4653

(Hereinafter referred to as "The Union")

PARTY OF THE SECOND PART

ARTICLE I - OBJECTIVES

1.01 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 and to promote the positive morale and the well-being of all employees in the bargaining unit;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
- (c) To encourage efficiency in operation;

- (d) To recognize the principle of equal pay for work of equal value, the Board and Union have established a Joint Job Evaluation Committee composed of two (2) members from the Union and two (2) members from Management to maintain and make recommendations regarding the existing Pay Equity plan in conjunction with a Pay Equity Committee consisting of two (2) members from the Union and two (2) members from Management to determine an equitable rate of pay.

1.02 It is desirable that methods of bargaining, and all matters pertaining to, the working conditions of the Employees be drawn up in a Collective Agreement.

ARTICLE 2 - DEFINITIONS

2.01 REGULAR EMPLOYEE

Shall mean an employee who has successfully completed the probationary period and is employed on a regular basis up to a maximum of eight (8) hours daily in the case of Early Childhood Educators, Maintenance, Custodial, and Transportation, or seven (7) hours daily, in the case of Clerical, Educational Assistants, Crossing Guards, Bus Attendants, Lunch Period Monitors, Student Support Workers, Youth Care Workers, Hall Monitors and Settlement Workers in Schools.

2.02 REGULAR PART-TIME EMPLOYEE

Shall mean an employee who has successfully completed the probationary period and is employed on a regular basis in a position involving less than eight (8) hours regular daily employment in the case of Early Childhood Educators, Maintenance, Custodial, and Transportation, or less than seven (7) hours daily in the case of Clerical, Educational Assistants, Crossing Guards, Bus Attendants, Lunch Period

Monitors, Indigenous Student Support Workers, Youth Care Workers, Hall Monitors, and Settlement Workers in Schools.

2.03 TEMPORARY EMPLOYEE

Shall mean an employee who has been engaged to augment the regular staff for a specific purpose not to exceed six (6) calendar months, unless the period is extended by mutual consent of both parties in writing.

2.04 CASUAL EMPLOYEE

Shall mean an employee who is employed on a day-to-day basis to substitute for regular staff.

2.05 PROBATIONARY EMPLOYEE

Shall mean and include those employees employed in any position within the scope of this Agreement who have not yet worked forty-five (45) shifts. At minimum, one (1) meeting shall take place with the supervisor and the employee during the probationary period.

2.06 STUDENT EMPLOYEE

Shall mean a student whose enrolment is confirmed for a full one-year term at a post-secondary institution and has been engaged to augment the regular staff for a period not exceeding four (4) calendar months.

2.07 CONTINUOUS EMPLOYMENT

Shall mean and include all time spent in the employ of the Board between the date of hire and the date of discharge or termination including periods of temporary layoff such as, but not limited to, Easter, Summer and Christmas school closures, and all periods of leave of absence approved by the Board, whether paid or unpaid.

2.08 Successful work experience within the preceding calendar year will be taken into consideration in the event that a

temporary or casual employee applies for a permanent position.

2.09 TRIAL PERIOD

Shall mean a familiarization period of forty (40) shifts worked when making staff changes or promotions.

2.10 REPLACEMENT EMPLOYEE

Shall mean and include a regular or new employee who is replacing an employee for a period of 6 months or greater.

ARTICLE 3 - RECOGNITION AND EMPLOYER RIGHTS

3.01 The employer recognizes the Union as the sole bargaining agency for all employees except for exempt positions. The Employer will provide to the Union, in writing by September 30 of each year, the names and positions. The Employer will inform the Union of any new exempt staff positions.

3.02 The employer, its employees and agents agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, colour, sex, age, sexual orientation, marital status, including common-law relationships, ancestry, place of origin, political affiliation, nor by reason of membership in a labour union and the employees shall at all times and in like manner act in good faith toward the employer.

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

3.04 Management Rights:

(a) Management and Direction

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Board, except as modified elsewhere in this Collective Agreement, and as may be subject to grievance procedure.

(b) Hiring and Discipline

The Board shall have the right to select its employees and to discipline or discharge them for just cause, subject to the terms of this Agreement, which may be subject to grievance procedure.

ARTICLE 4 - UNION SECURITY

4.01 All regular and regular part-time employees will become members of the Union upon the completion of their probationary period, and remain members in good standing as a condition of continued employment.

4.02 Check-off of Union Dues

The Board agrees to deduct from the earnings of each employee in the Bargaining Unit, initiation fees, Union dues and assessments legally levied and in the amount communicated to the Board by the Union, from time to time.

4.03 Remittance

(a) The Board agrees to deduct the Union's initiation fee on the first pay period after completion of the probationary period.

(b) Deductions will be forwarded to the Union Financial Secretary no later than ten (10) days following the end of the pay period, together with a list of employees which shall indicate the amount of deduction in each case.

- (c) Dues will be deducted from all temporary, casual and student employees.

ARTICLE 5 - UNION RIGHTS & UNION ACTIVITY

- 5.01 The Board recognizes the incumbent President of the Union as the senior shop steward and spokesperson for the Union. Reasonable time for the discussion of Union/Management matters will be allowed by the Board.
- 5.02 The Union shall notify the Board in writing of the names of its representatives as follows within ten (10) days following elections or appointments: Officers, Stewards, Bargaining Committee Members and Grievance Committee Members.
- 5.03 The Union agrees to pay for one-half of the costs for typing and printing of the Contract.

A copy of this collective agreement shall be forwarded by the Board to all members of the union. This shall be accomplished by sending sufficient copies to each school and to each building where members are employed.

- 5.04 The Board shall provide the Union with all necessary information relating to the following matters for employees within the Bargaining Unit:
 - (a) By January 15th and June 15th of each year, eight (8) seniority lists, showing the names of each regular employee in order of seniority and stating the commencement date of employment. The Board will provide the Union with a seniority list showing the hours worked per week, when requested.
 - (b) job postings;

- (c) names of Union members who apply for job postings within five (5) working days of the closing date;
- (d) hirings, discharges, transfers, suspensions, written warnings, resignations, leaves of absence, retirements and deaths, within five (5) working days of the occurrence;
- (e) financial and actuarial information and all other technical information and reports, records, studies, surveys, and directives required for collective bargaining purposes pertaining to Pension Plans.

5.05 Upon 72 hours advanced and written request, to the Human Resources Department, employees in the Bargaining Unit shall have access to their personnel records at reasonable times and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if inaccurate.

5.06 The Board agrees to inform new employees of dues deductions as provided for in Article 4.02. New employees shall be presented with a copy of the existing Collective Agreement by the Board.

5.07 The Board shall provide bulletin boards in suitable locations at all school district work sites on which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

5.08 The Board agrees that any reports or recommendations about to be made to the Board dealing with matters of policy and/or conditions of employment and which affect employees within this Bargaining Unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed

necessary, of speaking to them when they are dealt with by the Board.

5.09 Leave to Conduct Union Business

- a) Union representatives shall be entitled to leave their work during working hours in order to carry out their functions under the Agreement including the investigation and processing of grievances, attendance at meetings with management, participation in negotiations, conciliation, mediation and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from their Supervisor; such permission shall not be unreasonably withheld. An employee shall not suffer any loss of pay or benefits for time involved.

- b) The Union President or designate shall be granted 10 days leave, without pay, per contract year, with no loss of seniority or benefits, to conduct Union business.

5.10 Grievances

Employees directly involved in grievance proceedings shall be allowed leave of absence, with pay, for the purpose of discussion and other proceedings in accordance with the grievance procedure. The Board agrees to pay the mileage for union officers involved in out of town grievance proceedings.

5.11 Negotiations

The Union's Bargaining Committee shall consist of a Union representative from each school district department, plus the recording Secretary, the incumbent President and Business Agent. The above School District employees shall be granted leave for the purpose of negotiations and shall not suffer any loss of pay or benefits for time involved.

5.12 Union Conventions and Seminars

On prior notice in writing, leave of absence, without pay and without loss of seniority or other benefits, may be granted to elected or appointed employees who are absent for the purpose of attending Union functions, such as conventions, schools, seminars, etc. Such leave of absence may not be granted to more than seven (7) Union members at one time and such permission shall not be unreasonably withheld.

5.13 Union Postings

It is agreed that any employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence, without pay and without loss of seniority, by the Board for a period of up to one (1) year and may be renewed each year upon request to a maximum of three (3) years.

5.14 Union Officers and Shop Stewards

Union Officers and Shop Stewards shall not be discriminated against. Business Agents, Shop Stewards and representatives shall have access to all School District work areas in carrying out their regular duties after first obtaining permission from the supervisor.

5.15 Shift Work re: Union Meetings

Afternoon shift employees will be allowed time off, with pay, to attend one (1) Union Meeting per month, excluding Executive Meetings, provided the employee ensures that this shift will be completed and the school building will be ready for the next day's regular activity. Time away will be reported on the absentee sheet.

In certain schools designated by the Board, one employee will remain on shift. The application of this clause shall not cause the Board to incur any overtime liability.

ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE

6.01 A Labour Management Committee shall be established consisting of the incumbent President, Recording Secretary and Lead Shop Steward of the Union, plus a Union representative from each school district department

The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

6.02 Function of the Committee

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the employer and employees.
- (b) Increasing operating efficiency by promoting co-operation in effecting economy moves.
- (c) Promoting safety and sanitary practices and the observance of safety rules.
- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (e) Promoting education and training of the staff.

6.03 Meetings of Committee

The Committee, as outlined in Article 6.01, plus a Trustee, shall meet five (5) times per year during the months of September, November, January, March and May. The September meeting may be cancelled by mutual agreement. An agenda must be set 48 hours in advance.

6.04 Chairperson of the Meeting

A Board Representative and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

6.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union and Board shall each receive one (1) signed copy of the Minutes within ten (10) days following the meeting.

6.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining, including the administration of the Collective Agreement.

The Committee shall not supersede the activities of any other Committee of the Union or Board and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in their discussions.

The Committee shall have the power to make suggestions to the Union and the Board with respect to its discussions and conclusions.

ARTICLE 7 - SENIORITY

7.01 Seniority is defined as length of service in the Bargaining Unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference for promotions, transfers, layoffs, and as set out in other provisions of this Agreement.

7.02 The Board shall maintain a seniority list showing the date upon which each employee's service commenced. The

up-to-date seniority list made in January and June of each year shall be sent to each school and each department for posting on the Union bulletin boards.

- 7.03 For purpose of prevention and settlement of grievances, in respect of the administration of foregoing clauses, in instances where the date and time of hire is equivalent, a random draw will be made to pick the successful candidate.
- 7.04 If an employee is transferred to a supervisory position or any other position not covered by this Collective Agreement, they shall retain their seniority for the length of the probationary period, provided they keep up their Union dues.
- 7.05 If an employee is absent from work because of sickness or accident, they shall accrue seniority.
- 7.06 An employee will not lose their seniority except in the event of termination. Termination shall mean:
- (a) Discharge for just cause;
 - (b) Resignation or retirement;
 - (c) Layoff for a period of twenty (20) calendar months without recall. For the purpose of calculation, layoff shall be determined from the first of the following month from the date of layoff.
 - (d) Absence from work without notification to the Board, unless such notice was not reasonably possible;
 - (e) Failure to return to work on recall from layoff after due notice as outlined in Article 8.
- 7.07 In the event that the Board shall merge, amalgamate or combine any of its operations or functions with another

School District, the Board agrees to the retention of seniority rights for all its employees within the new District.

ARTICLE 8 - LAYOFF AND RECALL PROCEDURES

8.01 Layoff

- (a) In the event of layoffs, the employee with the least seniority shall be the first to be laid off and the last to be rehired. No new employees will be hired until laid off personnel on the seniority list have had the opportunity to apply for available work for which they have the required knowledge, skill and ability.
- (b) A regular employee who is about to be laid off for an indefinite period of time shall be offered a position in any department that is being filled by a probationary or temporary employee provided the regular employee has the required knowledge, skill and ability to fill such a position.
- (c) The Board will endeavour to fill temporary summer postings with regular employees who have been laid off for a definite period of time.
- (d) Postings shall be available through the district website and at each location in accordance with 9.01(a).

8.02 Notice of Layoff

The Board shall give regular employees, who are about to be laid off, twenty-eight (28) calendar days' notice. If the employee has not had the opportunity to work the twenty-eight (28) days, they shall be paid for those days for which work was not made available. This provision does not apply in situations of strike or lockout.

8.03 Payment at Layoff

For payment of layoff in excess of four (4) days, an

employee will receive, on the day of layoff, all monies due to them.

Payment of vacation pay for employees who will be laid off for the summer months will be dated July 1st.

8.04 Continuation of Benefits

During terms of layoff or shutdown, for a period of less than ninety (90) days (excluding July and August), employees shall continue to receive coverage for all benefits.

In the event of indefinite layoff, employees so affected shall have the right to continue this coverage through direct payment, provided by the plan (currently 12 months).

8.05 Recall

Employees at the time of layoff will be notified of the date of recall. Employees who are laid off for an indefinite period, and recalled to work, shall be given at least three (3) weeks written notice of recall, by registered mail addressed to the last known address of the employee. The employee must notify the Board, in writing, of the intent to return to work not later than two (2) weeks from the date of notice. It shall be the responsibility of the employee to keep the Board notified of their current address.

8.06 Failure to Report on Recall

Except in the case of illness or other extenuating circumstances, failure to return to work at the time specified will be regarded as voluntary termination of employment.

8.07 Rehiring

When rehiring a regular employee within three (3) months of termination, that employee will be considered as a regular employee. Anyone hired after the three (3) months' time will be considered as a new employee.

8.08 Severance Pay

With the exclusion of Educational Assistants who are only working on a one on one basis, in the event of an indefinite layoff, the employees would have ninety (90) days to choose whether to remain on recall as per Articles 7 and 8 of the Collective Agreement or to choose termination and receive payment as follows: -

1 week's pay for three (3) to six (6) consecutive months of employment;

2 week's pay for six months to three years' consecutive employment; and

1 additional week's pay for each year beyond three years, to a maximum of 10 weeks.

ARTICLE 9 - PROMOTION AND STAFF CHANGES

9.01 Job Postings

- a) Where a job vacancy occurs, the Board shall immediately notify the Union in writing and provide notices for posting on all Union bulletin boards. Postings in July and August will be online only. The closing date of such position will be no sooner than five (5) days from date of posting. Upon the expiration of the five (5) day posting, the position shall be awarded within the following five (5) days, where practicable. For the purpose of this clause, five (5) days referenced excludes weekends and stat holidays.
- b) When a position is increased one (1) hour or less per day, and the incumbent accepts the increase, a job posting will not be required. Where the incumbent does not accept the increase, the hours shall be offered, where practicable, to the most senior qualified on site employee. All new positions shall be posted.

- c) When a regular employee takes a temporary position, upon completion of the temporary position, the regular employee shall be deemed to be in layoff status.
- d) Replacement Positions
When a regular employee is on leave for six (6) months or greater, their vacated position shall be posted as a replacement (Step 1) position. The employee on leave may return to their former position.

A regular employee may bid on the replacement (Step 1) posting and, if appointed, their vacated position will be posted as a replacement (Step 2) position.

A regular employee may bid on the replacement (Step 2) posting for the position vacated by the replacement (Step 1) employee and, if appointed, their vacated position will be posted as a regular position.

A regular employee, if appointed to a replacement (Step 1) or replacement (Step 2) position, shall be paid the rate for the position and suffer no loss of seniority or benefits for the duration of the replacement (Step 1) or replacement (Step 2) posting.

A new employee, if appointed to a replacement (Step 1) or replacement (Step 2) position, will receive seniority for the duration of the replacement (Step 1) or replacement (Step 2) posting and may be eligible for benefits in accordance with Article 18.

Upon the return of the person on leave, the replacement (Step 1) employee may return to their former position in the case of a regular employee, or in the case of a new employee, they shall be deemed to be in layoff position according to Article 8.01(b), and the

bumping provisions do not apply.

Upon return of the replacement (Step 1) employee to their former position, the replacement (Step 2) employee shall be deemed to be in layoff position according to Article 8.01(b) and the bumping provisions do not apply.

- e) Once a position has been vacated for longer than two (2) years (including Long Term Disability) by a regular employee or the regular employee has been placed on total and permanent disability, the position will be posted as a permanent position, if required. The two (2) year period shall be calculated from the first day of absence.
- f) Upon approval of LTD, a replacement position will be posted, if required.
- g) Duty to Accommodate
Transfers under the Duty to accommodate provisions of the British Columbia Labour Code are required from time to time.

When deemed so by both parties, a posted or a non-posted position may be filled by an individual under these provisions. This transfer can only take place as the result of mutual agreement by both parties and will be done without the usual posting arrangement under Article 9.01 of the Collective Agreement.

9.02 Information on Postings

Such notice shall contain the nature of the position, qualifications required by the job, shift, date of commencement and hourly wage rate. Job posting will reflect the job description.

9.03 Notification of Successful Applicant

Notice of appointment made from within the bargaining unit will be bulletined within (10) working days after the closing date of posting.

Notwithstanding, the employee will have five (5) working days from the date of offer of the position to notify the Board of their acceptance.

9.04 In making staff changes, the senior employee applying shall be appointed provided the employee has the skill and ability to perform the work.

9.05 Trial Period

A regular employee who is the successful applicant shall be placed on a trial period for a period of forty (40) shifts worked. In the event the employee is unsuccessful, or does not wish to complete the limited training and familiarization or trial period, they shall be returned to their former position and wage rate, without loss of seniority; and any other employee who has been promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage rate and without loss of seniority.

9.06 Non-Bargaining Staff Appointments

The Board agrees that it will give consideration in non-bargaining unit staff appointments, including new positions, to members of the Union.

9.07 Personality Conflicts

In cases of personality conflict, transfers to another location within their category may be requested by the employees involved; such transfers must be mutually agreed between the Board, the Union and the employees. Postings for this purpose will not be required.

9.08 Transfers

Transfers to another location for substantiated medical reasons may be requested by the employee involved. Such transfers must be mutually agreed upon between the Board, the Union and the Employee. Postings for this purpose will not be required.

9.09 Employees Holding Two Positions

Subject to (a) and (b), employees will be considered for a second part time position where the two positions have different supervisors and all provisions of the collective agreement between the parties will apply to all such applications:

- (a) An employee will not be considered for a second part time position if there is not sufficient time between the scheduled working times of the two positions to permit the employee to report to work on time and to have any normal discussions with their supervisor.
- (b) An employee is not entitled to hold two positions with the Board if the combined scheduled working hours exceed eight hours in any day or 40 hours in a week and no overtime pay shall be payable for such regularly scheduled working hours.

9.10 Terminating employees will provide the Board with two weeks' notice, whenever possible.

9.11 Bumping

- a) The Board shall determine which positions are to be eliminated or reduced in hours. Where positions are interchangeable and not tied to geographic location, Article 8.01 shall apply. Geographic location is defined as being within 20 kilometres of the School Board Office. (Locations outside of the 20 kilometre limit include Clearview, Prespatou, Upper Halfway,

Wonowon, Hudson's Hope, Upper Pine, and Buick Creek Schools.)

If an employee chooses to commute to a position outside the geographic location as defined, they may do so, with the exception of Prespatou and Upper Halfway.

- b) An employee whose position is subject to layoff or reduction of hours shall be entitled to bump the junior employee within the same classification within their department, subject to geographic location as defined in (a) above. Should the employee be last on their department seniority list, they will be able to bump any junior employee within the bargaining unit provided the senior employee has the skill and ability to perform the work. Conditional on satisfactory service, the position shall become permanent after forty (40) working days.
- c) Full-time employees may bump any employee with equal or less number of hours and in accordance with (b) above. Part-time employees may bump only part-time employees with equal or less number of hours.
- d) The employee shall exercise their bumping rights in writing within five (5) working days of receiving layoff or reduction notice. The Board will give the employee their options for bumping within five (5) working days and the employee will have five (5) working days to inform the board of their intended action.
- e) Where an employee declines to exercise this right, it shall be forfeited for that layoff or reduction.

No one may bump into an Educational Assistant, Bus Attendant (Special Needs), Early Childhood Educator, Youth Care Worker, or Indigenous Student Support

Worker position. Employees in these positions may bump outside their department as laid out in Article 8.01.

However, the bumping provision applies to the balance of that department, being Lunch Period Monitor, Lunch Period Monitor (Meals), Crossing Guard, Bus Attendant (Playground) and Hall Monitor classifications. That is, someone may bump into a Lunch Period Monitor, Lunch Period Monitor (Meals), Crossing Guard, Bus Attendant (Playground), or Hall Monitor position.

- f) If a new position classification is deemed to be in the Educational Assistant Department, the Board and Union will jointly determine how the bumping clause will apply to the new classification.
- g) Notice Period
 - i) In the case of layoff, see Article 8.02.
 - ii) In the case of a reduction in hours of work, an employee will be given a minimum of twenty-eight (28) calendar days' notice, except in case of an emergency. (This does not apply to Educational Assistants positions).
- h) An employee is entitled to reinstatement to a former position if that position had previously been entirely cut and has subsequently been reinstated within a one-year period. No posting is required.

ARTICLE 10 - HOURS OF WORK AND SHIFTS

10.01 Hours of work shall be designated by the Principal or Supervisor concerned.

10.02 Day Shifts

Any continuous eight (8) hours (excluding meal breaks) between the hours of 7:00 a.m. and 7:00 p.m. In the case of Clerical, Educational Assistants, Crossing Guards, Bus Attendants, Lunch Period Monitors, Indigenous Student Support Workers, Youth Care Workers, Settlement Workers In Schools, and Hall Monitors, seven (7) hours will apply instead of eight (8).

10.03 Afternoon Shifts

Any continuous eight (8) hours (including one-half hour meal break) between the hours of 12:00 noon and 12:00 midnight.

10.04 Night Shifts

Any continuous eight (8) hours (including one hour meal break) between the hours of 8:00 p.m. and 7:00 a.m.

10.05 4/10 Hour Shifts - Maintenance

By mutual consent of the Board, Union and employee, on special out of town maintenance projects, for a duration of four (4) consecutive days, the employer may request an employee to work four 10 hour shifts with one regular work day off within a normal work week, in which case Article 10.02 will be waived. In addition, the employee will bank two (2) hours in accordance with Article 11.04(b).

10.06 Exception - Bus Drivers

Hours of work are referred to in the Transportation Appendix.

10.07 Notice of Hours of Work

Except in emergencies, regular employees' hours of work schedule, in appropriate categories, will not be changed except by mutual consent at the location level, or upon forty-eight (48) hours written notice. If forty-eight (48) hours written notice is not given, all time worked outside

the hours of work schedule will be paid at the appropriate overtime rate.

10.08 Call Back Time

If an employee has been notified during their shift that they will be called back after completion of such shift, they will be paid a minimum of two (2) hours at the overtime rates, provided for in Article 11. If no such prior notice is given, they shall be paid a minimum of four (4) hours at double the regular rate of pay.

10.09 Intruder Alarm Call Back

An employee may be requested by the employer to take calls for intruder alarms. The employee will have the option of refusing. Prior notice will be given, in which case the employee shall be paid a minimum of two (2) hours at double the regular rate. A rotating list will be compiled by a Supervisor.

10.10 Minimum Hours

In the event of an employee starting work in any day and being sent home before they have completed four (4) hours, they shall be paid for four (4) hours at the regular rate of pay. In the event that an employee reports for work but is sent home before commencing work, they shall be paid for two (2) hours at regular rates. No pay entitlement will apply if the employee is incapable of performing their duties.

10.11 By mutual agreement of the Board, the Union and the employees, 11 and 12 month employees may work a four (4) day work week during the months of July and August, during Spring Break and during Christmas Break. It is understood that the employees' regular hours will be worked within four (4) days instead of five (5) days.

10.12 Four Hour Minimum

Whenever possible, throughout the school term, the Employer will endeavour to provide a minimum of four (4) hours of work for regular employees by combining several posted positions or adding additional hours in accordance with the Collective Agreement.

Exemptions from the four (4) hour minimum:

- a) Noon hour/playground supervisors
- b) Crossing guards/Bus attendants
- c) Small schools with fewer than 75 students, in which case a two hour minimum will apply.
- d) School Meals program aides
- e) Other positions by mutual agreement will be paid for actual hours worked

ARTICLE 11 - REMUNERATION

11.01 Regular rates of pay for categories covered by this Collective Agreement shall be as provided for in schedules attached hereto and forming part of this Collective Agreement.

11.02 Job classifications are set out as in the attached Appendices. Amendments to job classifications must be done through the Job Evaluation Committee.

11.03 (a) Where a new job or classification is established, the appropriate rates of pay will be established through the Job Evaluation Committee.

(b) Where an employee feels they are incorrectly classified or that their existing job duties are substantially changed or the volume of work increased, they may file a request for further review through the Job Evaluation Committee in conjunction with the Pay Equity Committee

11.04 (a) Overtime

All time worked in excess of the normal work day (7, 8, or 10 hours) shall be considered overtime. Overtime work shall be paid for at the rate of time and one-half for the first two (2) hours and double time after two (2) hours in any one day or shift.

For all hours worked on the first day of rest and the second day of rest, double the regular rate will be paid.

The Board, where possible, will equally distribute overtime work, including call back time, among willing employees who normally perform the work.

Work on a Statutory Holiday (or day observed as such) shall be paid for at the rate of double time for the work performed plus another day off, without loss of pay, at a time designated by the employee - before the employee's next annual vacation.

(b) Time off in Lieu of Overtime

Instead of monetary payment for overtime and banked straight time, an employee may choose to receive time off at the overtime rate or straight time rate no later than the school year (July 1 – June 30) in which it was accrued and at a mutually agreeable time. No more than five (5) days may be banked at one time and any overtime or straight time in excess of the five (5) days must be paid at the applicable rate. The hours for each of the five (5) days banked are based on the employee's current FTE.

11.05 (a) Exception - Bus Drivers

For weekend school activity trips, double time will be paid for driving time. Straight time will be paid for waiting time. For overnight school activity trips, as above, plus room and meals will be paid, less sixteen (16) hours rest time.

(b) Indigenous Support Workers, Indigenous Youth Care Workers, Youth Care Workers and Settlement Workers Accompanying Children on Out of Town Events

For Indigenous Support Workers, Indigenous Youth Care Workers, Youth Care Workers and Settlement Workers who attend “overnight” out of town events, the Board will grant equivalent time off in lieu of overtime. Such time off will be calculated after the regular shift, less ten (10) hours rest time, and taken at a mutually acceptable time.

The Board also agrees to pay the costs of receipted childcare expenses for the period over and above the regular workday where such expenses are incurred for employees accompanying children on out of town events.

11.06 Substitution in a Higher or Lower Classification

An employee who is temporarily assigned to a higher paying classification shall be paid the rate and benefits for that classification for the time they perform such job. An employee who is temporarily assigned to a lower paying classification shall continue to be paid the rate and benefits for their regular position.

11.07 (a) Travel Allowance

Except on written authorization of the Secretary-Treasurer, no employee will be allowed to use their private vehicle on behalf of the Board which shall include all travel in the performance of their duties. Use of the vehicle must be mutually acceptable. If authorized, they shall be reimbursed at the rate set by Board Policy.

An employee shall not use their vehicle in the transportation of students during the course of their duties, except in the case of a medical emergency. This clause does not apply to Youth Care Workers and Settlement Workers in Schools.

(b) Excess Automobile Liability Coverage

School District No. 60 (Peace River North) carries Excess Automobile Liability Coverage.

The Excess Liability Coverage is in addition to the driver's own coverage. That is, in the event of an accident, should the Driver's insurance coverage be expended, the School District insurance will take over to the maximum covered under the School Protection Plan.

In accordance with Article 11.07(a) of the Agreement, this coverage would apply to those individuals who receive authorization to use their personal vehicles on behalf of the Board.

11.08 Upgrade Training

(a) In the event of an employee taking a course of instruction initiated by the employer in order that the employee will be better qualified to perform their job, the Board will pay all course costs in advance.

(b) In the event of an employee taking a course of instruction initiated by the employee and approved by the Board in order that the employee will be better qualified to perform their job, the employee will pay all costs in advance and will be reimbursed by the employer upon successful completion.

11.09 Premium Pay

Employees shall receive an additional one dollar (\$1.00) per hour in addition to the regular rate of pay while performing work where the enclosed environment is such that a respirator must be worn as outlined in the WorkSafeBC Regulations with regard to health hazards.

Employees shall receive an additional one dollar (\$1.00) in addition to their regular pay when assigned to do snow removal outside of their regular work hours.

Head Custodians and Designated Custodians will receive a premium of an additional fifty cents (\$0.50) when assigned to afternoon shifts.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 All regular employees shall have the following statutory holidays off with pay:

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

or any other day proclaimed by the Federal, Provincial or Municipal governments or the Minister of Education.

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

Ten (10) month employees who do not perform any work during the period from July 10th to August 10th in any year will not be entitled to Statutory Holiday on B.C. Day unless so entitled by Provincial Statute.

All casual and temporary employees shall receive Statutory Holidays within the provisions of the BC Employment Standards Act.

12.02 When any of the above holidays fall on a normal non-working day, and no other day is declared in substitution thereof, employees shall receive a day off in lieu of the holiday at their regular rate of pay; such day to be determined by mutual agreement between the employee and their supervisor.

ARTICLE 13 - ANNUAL VACATIONS WITH PAY

13.01 For the purpose of this section, the calendar year shall be the twelve (12) month period from July 1 to June 30, inclusive.

13.02 All employees must give adequate notice for annual vacation leave requests.

Adequate notice is considered to be at least three (3) days in advance.

Consideration shall be given to special circumstances.

13.03 All employees covered by this Agreement shall receive an annual vacation, with pay, on the following basis:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ENTITLEMENT</u>
Less than one year as at June 30	The greater of: - 1 day for each month of service at June 30 up to a maximum of 10 days or 4% of gross pay.

For further computation, employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at July 1st shall be

considered to have completed their first calendar year of service.

<u>YEARS OF SERVICE</u>	<u>ANNUAL ENTITLEMENT</u>
2 yrs. but less than 5 yrs.	The greater of: 15 days or 6% of gross pay
5 yrs. but less than 11 yrs.	The greater of: 20 days or 8% of gross pay
11 yrs. but less than 18 yrs.	The greater of: 25 days or 10% of gross pay
18 yrs. but less than 23 yrs.	The greater of: 30 days or 12% of gross pay
23 years or more	The greater of: 35 days or 14% of gross pay

- 13.04 Employees who have received Vacation Pay at their time of layoff, in accordance with the provisions of Article 8.03, shall have the amount of such holiday pay deducted from the pay to which they are otherwise entitled under the provisions above.
- 13.05 Regular employees who receive days off during the school year necessitated by days not in session, shall have such days deducted from their vacation entitlement, leave without pay, personal leave or any combination thereof.
- 13.06 If an employee becomes ill during annual vacation, they may choose to use accumulated sick leave and defer the holidays to another time. The Board may require a Medical Certificate.
- 13.07 No employee shall be required to work during their scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, they shall be paid at double the regular rate of pay plus one (1) vacation day off in lieu of each day they performed any work.
- 13.08 Where a conflict arises between employees within a

department over dates for annual leave, seniority will prevail, unless the senior member has signed for a previous date and is wishing to change.

ARTICLE 14 - SICK LEAVE – (Regular Employees Working Less Than 15 hours per week)

- 14.01 Employees on sick leave for more than three (3) days may be required to provide a medical certificate.
- 14.02 In the case of out of town medical or dental appointments, up to two (2) days travelling time may be allowed and charged to sick leave.
- 14.03 An employee using all their sick leave entitlement, and then leaving the Board's employ before the end of the year, will have unearned sick leave deducted from their final pay cheque.
- 14.04 Sick leave credits will not be earned during periods of leave of absence, without pay, or pregnancy leave.
- 14.05 Employees with accrued sick leave entitlement at the time of signing this Collective Agreement will retain such credit and add to it on the basis set out above.
- 14.06 WorkSafeBC
When an employee is in receipt of payments from WorkSafeBC, regular pay is suspended.
- 14.07 Employees are entitled to a proportionate percentage of one and one-half (1 1/2) days sick leave for every month of employment, to a maximum accumulation of 180 days, which may be claimed for any period of sickness, disability or medical or dental examination. The unused portion of an employee's sick leave shall accrue as a future benefit.

14.08 The Board will supply a statement of accumulated sick leave on pay statements.

14.09 Payment of Sick Leave upon Retirement and/or Termination

(a) After three (3) years of service, pay to them in cash an amount equal to one-half (1/2) of their unused sick leave entitlement at their current rate of pay.

(b) After five (5) years of service, pay to them in cash an amount equal to three-quarters (3/4) of their unused sick leave entitlement at their current rate of pay.

14.10 Special Payment in Case of an Employee's Death

In the event of the death of an employee, who at the time of death had completed six (6) months of service with the Board, the Board shall pay to the estate of the employee a sum equal to seventy-five (75%) of the unused accumulated sick leave. After completing five (5) years' service with the Board, the Board will pay to the estate of the employee a sum equal to one hundred (100%) percent of the unused accumulated sick leave. (To be calculated at the daily rate of 1/260 of the annual salary if such calculation is required.)

ARTICLE 15 – SICK LEAVE/WEEKLY INDEMNITY/LONG TERM DISABILITY (Regular Employees Working 15 Hours or More Per Week)

15.01 Upon completion of the probationary period, employee's sick leave bank will be credited fifteen (15) full-time equivalent days. Four (4) days per contract year will be added to the sick leave bank at the beginning of each contract year.

The amount of sick days issued per contract year will be

pro-rated for:

- .. new employees starting part way through the contract year;
- .. leaves of absence, without pay, in excess of one month.

- 15.02 Employees working fifteen (15) hours or more per week will be covered on the Weekly Indemnity (Short Term Disability) and Long Term Disability Plans. The benefits of these plans are outlined in the Benefits Plan Book which will be distributed to all permanent employees.

All monies will be paid directly to the employee by the insurer.

Should there be a delay in payment of Weekly Indemnity or Long Term Disability benefits, the Board agrees to pay the employee, upon request, the equivalent of 70% of their salary in the case of Weekly Indemnity and 60% of their salary in the case of Long Term Disability, until the employee receives payment from the insurer. This will be done provided that the insurer has approved the employee's claim for payment. The employee shall turn over any cheques received from the insurer upon receipt of same until the Board has been fully reimbursed for the advanced funds.

15.03 WorkSafeBC

Where an employee suffers from a disease or illness or incurs personal injury on the job and they are entitled to WorkSafeBC, they shall not be entitled to use their sick leave credits for time lost.

Wages for the day of injury will be covered by the Board. Any employee in receipt of benefits from the WorkSafeBC will continue to accumulate increments as if they were working during this period. The Board will pay its share of

the employee benefits provided the employee pays their share where applicable. The Board shall also continue to remit payment to the Pension Plan on behalf of the employee if the employee elects to continue to pay their share of the cost.

All monies will be paid directly to the employee by the WorkSafeBC.

WorkSafeBC benefits, the Board agrees to pay the employee, upon request, the equivalent of 90% of their expected net salary until such time as the employee receives payment from Workers' Compensation. This will be done provided that the insurer has approved the employee's claim for payment. The employee shall turn over any cheques received from the WorkSafeBC upon receipt of same until the Board has been fully reimbursed for the advanced funds. Such payment by the Board without reimbursement will cease after two (2) months.

15.04 Procedures for replacement of employees on long term disability will be in accordance with Article 9.01(d).

ARTICLE 16 - SICK LEAVE (Temporary Employees)

16.01 A temporary employee who has been on staff for a period of more than thirty (30) calendar days, is entitled to 1.5 days' sick leave for every month of employment. For part-time temporary employees, the sick leave entitlement will be prorated based on percentage of time worked. Sick leave entitlement will not be advanced.

ARTICLE 17 - LEAVES OF ABSENCE

(At least the minimum provisions under Part 6 of the BC Employment Standards Act shall apply.)

Employees taking consecutive leaves of absence greater than six months will not be guaranteed to return to their former position, but, at the discretion of the employee, may return to the department by displacing the most junior regular employee with the same number of hours or less or may replace a temporary employee with the same number of hours or less. It is understood that, when the temporary appointment ends, the returning employee may then displace the most junior regular employee in the department.

17.01 Pregnancy Leave

Pregnancy Leave shall be granted to an employee who becomes pregnant and who shall:

- i) officially notify the Board of their pregnancy at least three (3) months before the expected date of birth;
- ii) or to an employee who becomes an adoptive parent.

Maternity leave will be granted in accordance with Part 6 of the BC Employment Standards Act. Where a medical certificate is provided stating that a longer period of pregnancy leave is required for health reasons, the employer shall grant the required unpaid pregnancy leave in accordance with the BC Employment Standards Act.

iii) Supplemental Unemployment Benefits

When a pregnant employee takes pregnancy leave to which they are entitled pursuant to the BC Employment Standards Act, the Board shall pay the employee:

- a) Seventy-five (75%) percent of their current salary for the first one (1) week of the leave, where the employee is entitled to receive Insurance parental benefits.
- b) The difference between eighty (80%) percent of their current salary and the amount of Employment Insurance parental benefits received by the employee, for a further fifteen (15) weeks.

17.02 Return to Duty - Pregnancy Leave

The employee shall provide at least one (1) month's written notice of return to original position held, but may return earlier than the time entitled to them under the BC Employment Standards Act.

If the employee returns to work before six (6) weeks following the actual date of birth, they must provide the Board with a medical certificate stating that they are able to resume work.

17.03 Benefits/Seniority During Pregnancy Leave

During the period of pregnancy leave, the employee shall retain their full employment status, shall continue to accumulate seniority and the Board shall continue to pay its portion of existing benefit coverage for the duration of the leave as entitled under the BC Employment Standards Act, plus an additional period of time, up to the maximum entitlement allowed under the BC Employment Standards Act, if a medical certificate is provided. The Board shall also continue to remit payment to the Pension Plan on behalf of the employee if the employee elects to continue to pay their share of the cost.

17.04 Early Maternity Leave Required by the Board

The Board may require the employee to commence leave of absence where the duties of the employee cannot reasonably be performed because of the pregnancy.

Where employees are on leave of absence pursuant to this article and opt to maintain coverage for medical, dental, extended health, group life and long term disability plans, the employer will continue to pay the employer's share of the required premiums.

17.05 Extended Pregnancy Leave

At the request of the employee, the employer may grant a period of up to twelve (12) calendar months unpaid extended maternity leave. This is to commence at the end of the regular maternity leave and must be requested in writing three (3) months in advance. Any written requests made less than three (3) months in advance will be considered. This leave is in addition to entitlements under the BC Employment Standards Act and as such is treated as a General Leave. At the completion of the extended leave, the employee shall return to their previous position, if available.

17.06 Benefits/Seniority During Extended Maternity Leave

An employee taking the extended leave and wishing to retain benefits as provided for under Article 18 must pay the full cost of the benefits prior to the commencement of the leave.

17.07 Parental Leave

On the birth of a child, the second parent, if an employee of the district, shall receive three (3) days leave with pay, if requested. These days must be taken during the period from two (2) weeks before delivery, to two (2) weeks after delivery.

17.08 Adoption Leave

Where an employee seeks leave due to legal adoption, the employee shall receive three (3) days leave with pay.

17.09 Compassionate Leave

(a) In the case of serious illness of an employee's parent or guardian, step-parent, spouse, including common-law spouse, person of significance, brother, sister, child, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law, five (5) regularly scheduled days per contract year for each of the aforementioned relatives will be granted, without loss of pay or benefits.

In the case of serious illness of an employee's aunt, uncle, niece and nephew, three (3) regularly scheduled days per contract year for each of the aforementioned relatives will be granted, without loss of pay or benefits.

In the case of serious illness of a relative of a spouse, unpaid leave will not be unreasonably withheld.

b) Extended Compassionate Leave (beyond the five (5) days) may be granted without pay to an employee who is absent from work due to issues arising from 17.09(a) as per the BC Employment Standards Act. Seniority will continue to accrue during this time.

17.10 Mourner's/Bereavement Leave

a) In the case of an employee attending the funeral of or for extenuating circumstances prohibiting attendance at the funeral of parent or guardian, step-parent, spouse, including common-law spouse, or person of significance, brother, sister, child, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law, five (5) regularly

scheduled days per contract year for each of the aforementioned relatives will be granted, without loss of pay or benefits.

In the case of death of an employee's aunt, uncle, niece and nephew, three (3) regularly scheduled days per contract year for each of the aforementioned relatives will be granted, without loss of pay or benefits.

In the case of death of a relative of a spouse, unpaid leave will not be unreasonably withheld.

- b) Employees will be allowed four (4) hours off, with pay, to attend the funeral of an employee of the Board or an immediate family member of an employee, or a student.
- c) Employees will be allowed four (4) hours off, with pay, when acting as a pallbearer.
- d) Employees will be allowed four (4) hours off, without pay, to attend a funeral other than the above.

17.11 Family Leave

Employees shall be allowed leave of absence, without pay and without loss of seniority and benefits, for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Marriage of employee	Three (3) working days
Divorce hearing of employee	One (1) working day
Marriage of employee's child, brother, sister, parent	The day of the wedding
Birth or adoption of employee's child	Two (2) working days
Serious fire or flood in employee's home	Up to three (3) working days
Moving employee's household	One (1) day per year
Court hearing of an employee or employee's spouse or dependent child	One (1) day per year

Attendance at a child's school function	Up to three (3) working days
Emergency leave for illness of a family member other than a minor dependent	Up to three (3) working days
Medical out of town trips to accompany a member's immediate family, other than minor dependents	Up to three (3) working days
Care, health or education of an employees' immediate family	Up to five (5) working days
Graduation of a high school or post-secondary dependent	The day of the Graduation

"Education" refers to any matter directly related to the ongoing education, such as:

- meeting with a tutor;
- meeting with a teacher (to discuss progress, etc.);
- meeting with district staff (discipline, etc.).

17.12 Illness of Dependents

For the purpose of this clause, dependent shall mean:

- a) minor dependent;
- b) totally dependent live-in designated relative

Leave with pay to a maximum of three (3) days per any one (1) contract year will be granted in cases of illness, out of town medical/dental assistance, medical/dental appointments and/or medical/dental emergencies of dependents.

The foregoing three (3) days will be allowed per employee and may be used for any combination of the above cases relating to dependents.

17.13 Jury or Witness Duty

The Board shall grant Leave of Absence with pay to an employee summoned for jury duty or required to attend any legal proceedings by reason of subpoena. The employee shall pay to the Board any sum received for jury duty or witness fees.

EXCEPTION: Should the payment received for jury duty or witness fees be greater than the employee's regular day's pay, the Leave of Absence will be without pay and the employee will be entitled to keep the payment for jury duty or witness fees.

An employee who is required to appear as a witness in a case in which the Board is involved, will qualify under the provision of the preceding paragraph, and will be reimbursed for any reasonable expenses on production of receipts.

17.14 Citizenship Leave

An employee shall be allowed the necessary time off, but not more than eight (8) hours, with pay, to process their Canadian citizenship application. Any additional time off needed will be granted without pay, as per Article 17.16.

17.15 Personal Discretionary Days

Eligibility for personal discretionary days shall be calculated on years of service as per Article 13.01. A maximum of two (2) discretionary days will be granted per school year for the purpose of conducting personal business. Employees who have worked in the district from four years to seven years shall be eligible to receive one (1) personal discretionary day per school year, without loss of pay. This is non-chargeable to sick leave. Employees who have worked in the district for seven years or more shall be eligible to receive two (2) personal discretionary days per school year without loss of pay. This is non-chargeable to sick leave.

Notification for such leave must be given to the Principal or Supervisor at least three (3) days in advance. Notification for such leave must be given to the Principal or Supervisor at least three (3) days in advance.

Consideration shall be given to special circumstances.

A maximum of one (1) day of accrued personal leave days not used by an employee during the school year will be carried forward into the future and placed into a personal leave bank. The minimum carried forward into the personal leave bank per school year will be one-half (1/2) day. Days placed in the personal leave bank shall not exceed eight (8) days. These days will be carried forward into the future until they are used.

17.16 General Leave/Educational Leave

General Leave without pay may be granted after written request has been submitted in advance to the Secretary-Treasurer's office.

General Leave will be considered only after all other leaves and vacation entitlements are expended.

The employee shall provide at least one (1) month's written notice confirming return.

17.17 Extended Leave of Absence

Requests must be submitted in advance, in writing, to the Secretary-Treasurer

The employee shall provide at least one (1) month's written notice confirming return

- a) Notwithstanding any other language in this agreement, upon request, employees with seven (7) consecutive years of service may be granted one leave of absence for a period of six (6) to twelve (12) months, without pay.

An employee on an Extended Leave of Absence shall be entitled to continue benefit coverage by making payments to the Board for the full premium cost of the benefit plans. Payment must be made in advance in no

more than two payments and must include payments for the duration of the leave.

- b) Upon three (3) months written request, employees with fifteen (15) consecutive years of service may be granted a second leave of absence for a period of six (6) to twelve (12) months, without pay. To stay on the benefit plans, the employee will have to prepay the Board the full costs prior to the leave.
- (c) Under special circumstances, the Secretary-Treasurer may grant leave of absence, without pay, to an employee requesting leave for family and/or educational purposes and may waive the timeline under section (a)

17.18 Deferred Salary Leave Plan

The Board will maintain a Deferred Salary Leave Plan for Local 4653 members.

Components of the Plan are:

- The Plan allows employees to defer a portion of their salary (33 1/3%, 25% or 20%) over a period of 2, 3 or 4 years and to withdraw the deferred amount during a one year leave of absence.
- There is a minimum of five (5) years length of continuous employment required to be eligible to participate in the Plan.
- All employees are eligible to participate two times in the Plan.
- Applications must be received by the Secretary-Treasurer prior to March 31st for contributions to commence the following September for 10 and 11 month employees or July for 12 month employees.

17.19 BC Employment Standards Act Leaves

Any employee has the right to request any leaves that they are eligible for under the BC Employment Standards Act that are not included in this Collective Agreement.

17.20 Indigenous Cultural Leave Days

Indigenous employees have a right to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

1. Indigenous employees are entitled to up to two (2) days leave with pay per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.
2. A minimum of seven (7) days' notice is required for leave under this provision. Where seven (7) days' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.

ARTICLE 18 - HEALTH AND WELFARE

No employee shall be permitted to carry primary coverage and also be covered as a dependent under the Medical or Dental insurance plans covered by this agreement.

For all regular full-time employees, the Board shall pay one hundred (100%) percent of the premiums required for the following benefits:

- .. Medical and Extended Health Benefits Plan
- .. Group Life Insurance and Accidental Death and Dismemberment
- .. Dental Plan

It is agreed that part-time employees who have been receiving full benefits up until June 30, 1987 shall continue receiving full benefits. Any subsequent appointments to part-time positions filled by a new employee will have to bear a prorated share of the cost of their benefits.

All employees covered by this collective agreement shall be treated equally in taking primary coverage for themselves and their families. This coverage will be available to all regular and replacement employees on the first day of the month following the completion of their probationary period. Exception: a temporary employee who has served more than two (2) months and is subsequently hired to fill the posted position permanently shall have benefit coverage commence the first day of the month following the date of permanent employment, if otherwise eligible for benefits.

For all regular employees working 15 hours or more per week, the Board shall pay one hundred percent (100%) of the premiums required for Short and Long Term Disability.

NOTE:

Unless specifically stated herein, it is understood that benefit plans within Article 18 will be underwritten by carriers that are mutually acceptable to the parties.

18.01 Medical and Extended Health Insurance

Employees covered by this collective agreement shall be treated equally in taking coverage for themselves and their families. This coverage will be available to all employees on the first day of the month following the completion of their probationary period.

The Extended Health Benefit Plan will be in accordance with the current benefit plan.

Travel Benefit

When the employee is the one going out of town for a medical referral, the Board will pay a per diem of \$75.00 per day in lieu of wages for full time employees and a prorated portion for part-time employees for a maximum of three (3) days per referral.

18.02 Group Life Insurance

For new regular employees under age 70 enrolment is compulsory after completion of the probationary period. Coverage during employment is three (3) times annual basic earnings. Coverage terminates the end of the month in which the employee terminates, but may be converted to an individual policy as indicated in the certificate. The premium is subject to change each year.

18.03 Living Life Insurance Benefits

Employees who are terminally ill may apply for the living life insurance benefit as provided by the current benefits provider.

18.04 Pension Plan

Upon completion of one year of service, employees working one half (1/2) time or greater, shall, as a condition of employment, participate in the Municipal Pension Plan.

18.05 Dental Plan

All regular employees employed 15 hours or more per week shall be entitled to enrol in the Dental Plan after completion of the probationary period. Coverage commences on the 1st of the month following the probationary period.

18.06 Communicable Disease Protection

To protect against the contraction of Hepatitis, the Board will pay any cost not covered by an employee's own medical insurance coverage for injections or medications

for prevention of Hepatitis. This treatment is on a voluntary basis.

18.07 Voluntary Registered Retirement Savings Plan

The Board shall establish a Voluntary Registered Retirement Savings Plan as a bi-weekly payroll deduction for all regular employees. The Board will have the right to choose the carrier for this plan.

ARTICLE 19 - TECHNOLOGICAL AND OTHER CHANGES

19.01 Definition

"Technological Change" means the introduction of equipment or processes different in nature or type from that previously utilized, a change, related to the introduction of this equipment, in the manner in which the employer carries on their operations and any change in work methods and operations affecting one or more employees.

19.02 Union Notification of Changes

The Board shall notify the Union three (3) months before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions. Any such change shall be made only after the Union and the Board have negotiated an agreement, on such change, through Collective Bargaining.

19.03 Training Program

In the event that the Board should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Board, be given a minimum period not to exceed one (1) year during which they may perfect or acquire the skills necessitated by the new methods of operation. There

shall be no change in wage or salary rates during the training period of any such employee, and no reduction in pay upon being reclassified in the new position.

19.04 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Board and the Union.

19.05 Cost

The cost to employees having to buy new tools due to technological and other changes shall be reimbursed by the Board.

19.06 New Classification Due to Technological Change

All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall first seek mutual agreement between the Union and Management. The matter will then be referred to the Job Evaluation Committee.

If the parties are unable to agree on the classification and/or rate of pay for the job in question, the issue shall be resolved through the Pay Equity process.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT FUND

The Board shall contribute \$10,000 per contract year to a Professional Development Fund to provide professional development for members of Local 4653.

20.01 The Board's contribution shall be paid into a separate account under the administration of the Local by September 30th each year.

- 20.02 The fund and any interest earned is to be used solely for the purpose of professional improvement activities as approved by the Local.
- 20.03 The Local shall provide a bank statement to the Board annually by September 30th detailing expenditures of this fund for the previous year and showing that interest earned on this principal amount is used for professional development in the district.

ARTICLE 21 - GENERAL SECURITIES

- 21.01 Volunteer workers shall not replace the regular employees covered by this Agreement.
- 21.02 Supervisors shall not perform Bargaining Unit work except in the case of emergency.
- 21.03 Contracting Out
No regular employee shall be laid off or terminated as a result of the employer contracting out.
- 21.04 The Board agrees to issue for use (but to remain the property of the Board) gum boots and rubber clothing, hard hats, goggles and welders' gloves and an apron for each employee whose job normally requires same. Four (4) spare pair of coveralls will be kept in the Maintenance Shop and smocks will be provided in the store area and in the machine rooms in schools where duplicating or other similar equipment is to be operated.
- 21.05 Coveralls/Smocks
- a) The Board will supply coveralls or smocks for labourers, mechanics, plumbers, painters, welders, carpenters,

electricians, the Technology Department and the Equipment Repair Department.

- b) The Board shall supply two (2) smocks for each Educational Assistant II and Early Childhood Educator. Cleaning of the smocks will be the responsibility of the employees.

21.06 Every school shall be supplied by the Board with rubber gloves, goggles and dust masks when required for use by the employee in the performance of their duties.

21.07 Tools

The tools of an employee starting a new job shall be in good condition and shall be kept so on the Board's time and expense. Broken and damaged hand tools shall be replaced by the Board without undue delay, unless there is evidence of misuse.

21.08 Crossing Picket Lines

It is hereby agreed between the parties to this Agreement that Employees shall have the right to refuse to cross any picket line, enter any building, property or business where such a picket line is established under the Statutes of B.C. or Canada. Employees so doing shall not incur disciplinary action or harassment as a result of such refusal.

21.09 Fire and Theft Insurance

The employer shall provide fire and theft insurance covering tools and equipment owned by employees and used in performance of their duties with the employer.

21.10 Bargaining Authority

The Employer recognizes CUPE Local 4653 as the sole and exclusive collective bargaining agent for all of its employees save and except other bargaining authorities

and employees covered under Article 3.01 and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

21.11 The Board's Policy, conditions of employment and rules and regulations shall not be in conflict with the Collective Agreement.

21.12 Travel Allowance

A regular employee shall be eligible for a travel allowance pro-rated at 10% of the employee's annual gross salary to a maximum of \$5,000 per contract year. For income tax purposes, this allowance is deemed to be included in amounts outlined in the salary grid and will not be separated on the pay slip. The accumulated travel allowance shall be reported in the appropriate box on the T-4 slip at the end of the year.

21.13 Safety Footwear

After the completion of the probationary period, the Board shall reimburse employees up to \$225.00 per school year (July 1 to June 30), upon receipt toward the purchase of CSA approved safety footwear upon supervisory approval for use by the employee in the performance of their duties. If the \$225.00 is not used, it may be carried over for one (1) school year.

ARTICLE 22 - DISCRIMINATION/HARASSMENT/SEXUAL HARASSMENT

22.01. General

- a. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from discrimination, harassment or sexual harassment.
- b. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of discrimination, harassment, verbal warning, written warning, transfer, suspension or dismissal.
- c. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of discrimination, harassment or sexual harassment which the complainant reasonably believes to be valid.
- d. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- e. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

22.02 Definitions

- a. For the purpose of this article, discrimination shall be defined as per Article 3.02
- b. For the purpose of this article harassment shall be defined as including:
 - i. sexual harassment; or
 - ii. any improper behaviour that is directed at or offensive to any person, is unwelcome, and which

the person knows or ought reasonably to know would be unwelcome; or

- iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
- iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- v. such misuses of power or authority as intimidation, threats, coercion and blackmail.

c. The definition of "sexual harassment" shall include:

- i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- iii. an implied promise of reward for complying with a request of a sexual nature; or

- iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

22.03 Resolution Procedure

a. Step 1

The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.

Before proceeding to Step 2, the complainant may approach their supervisor, shop steward, or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the Secretary-Treasurer or designate.
- ii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- iii. In the event the Secretary-Treasurer is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be

immediately referred to a third party as mutually agreed, who shall have been named by prior agreement of the employer and the Local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
- ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

22.04. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilized or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;

- iii. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
 - c. The Local and the complainant shall be informed in writing that disciplinary action was or was not taken.
 - d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
 - e. If the employer fails to follow the provisions of the Collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Stage 3 of Article 24 (Grievance Procedure). In the event the alleged harasser is the Secretary-Treasurer, the parties agree to refer the complaint directly to expedited arbitration.

22.05 Training

- a. The employer, in consultation with the Union, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

ARTICLE 23 - DISCHARGE AND DISCIPLINE

- 23.01 The Board reserves the right to discipline any employee for an infraction of rules and regulations as laid down by the Board, subject to the employee's right to appeal through grievance procedure as outlined in Article 24.
- 23.02 An employee may be dismissed or disciplined, but only for just cause. An employee shall have the right to have a Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview. Such interviews shall be conducted during working hours.
- 23.03 Employees are entitled to receive a written report of all accusations or complaints pertaining to their employment or behaviour when such accusations or complaints result in disciplinary action, or are to be used as evidence at any subsequent time. The record of any disciplinary action shall not be referred to or used against the employee at any time after eighteen (18) months following such action. Affected employees at the conclusion of eighteen (18) months, may request to have adverse correspondence removed from their personnel file. It is understood that the above records will be retained by the Employer and will not be destroyed.

23.04 Any employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 24.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.01 Difference

Any difference arising between the Parties as to the interpretation, application, operation or alleged violation of the Agreement, including any difference arising over the suspension or dismissal of an employee, and including the question as to whether a matter is arbitrable, shall be finally and conclusively resolved without stoppage of work in the following manner:

24.02 Stage One

The Shop Steward, with the employee, shall first discuss the incident with the Supervisor within thirty (30) days of the occurrence of the incident. If the matter is not resolved within five (5) working days, then;

24.03 Stage Two

The matter will be submitted within (3) working days in writing to and discussed with the Secretary-Treasurer or their designate. Should the matter not be resolved at this stage within five (5) working days, then;

24.04 Stage Three

The matter will be discussed within five (5) working days between the Grievance Committee of the Board of Education of School District No. 60 consisting of at least three (3) representatives of the Board of Education of School District No. 60, including at least one (1) Trustee, and a Grievance Committee of the Union consisting of at least three (3) representatives of the Union. Should the grievance not be resolved within ten (10) working days,

then the matter shall be submitted to a Board of Arbitration appointed in the following manner;

24.05 Stage Four

Within five (5) working days, each Party shall appoint one (1) member to the Board of Arbitration. The third member, who shall be Chairperson of the Arbitration board, shall be appointed by the Parties' appointees. Should the Parties' appointees be unable to agree on a Chairperson within five (5) days of the appointment of the member last appointed, then the Chairperson shall be appointed by the Minister of Labour of the Province of British Columbia. The Parties may, as an alternative, choose to have a single arbitrator to resolve the issue; in either case the appointment shall be made within thirty (30) days of referral. The majority decision of the Board of Arbitration or single arbitrator shall be final and binding upon the Board of Education of School District No. 60; the Union and the employee(s) concerned. Each Party shall pay the cost of its appointee and one-half (1/2) of the cost of the Chairperson, or one-half (1/2) of the cost of the single arbitrator.

The arbitrator shall be mutually agreed upon.

24.06 Stage Five

Should the Board of Arbitration find that an employee has been suspended or dismissed for other than just cause, the Board of Arbitration may direct the Board of Education of School District No. 60 to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by 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, provided always that any order the Board of Arbitration may make is made with due regard to the terms of this Agreement, and that any order relative to lost

wages shall be less any wages or salary earned by an employee during a period of suspension or dismissal.

24.07 Mutual Consent

Wherever a stipulated time limit is mentioned in this Article, the said time limit may be shortened or extended by mutual consent of both Parties.

ARTICLE 25 – TRAINING ASSISTANCE

The Employer and the Union recognize the need for Employees to thoroughly understand all training material presented to them. Wherever possible, the Union and Employer may provide assistance for an employee to understand the material as provided in English.

ARTICLE 26 - DURATION OF AGREEMENT AND REMUNERATION

This Agreement shall be for a term of three years from July 1, 2022 to June 30, 2025 and shall remain in full force from year to year thereafter unless either party, within four (4) months immediately preceding the date of expiry of this agreement (June 30, 2025, or any subsequent June 30th if this agreement is not renegotiated) by written notice requiring the other party to commence collective bargaining.

WAGE RATE APPENDICES BY CLASSIFICATION

CASUALS

Effective July 1, 1989, the wage calculation for casual employees will be based on 96% of the wage applicable for the classification in which the casual is working.

CLERICAL APPENDIX

CLAUSE I - CLERICAL STAFF

Shall include all personnel under the supervision of the Clerical and Administrative Department.

CLAUSE II - SALARY SCHEDULE

See Rate Schedules at back of contract.

CLAUSE III - TESTING

A permanent employee will not be required to take the Board's clerical test if transferring within the clerical department unless the new position is deemed to be significantly different from the former position.

No employee shall be required to test more than once for a specific skill or requirement.

EDUCATIONAL ASSISTANTS APPENDIX

The Board is committed to working towards a four (4) hour minimum to increase the hours in this department.

CLAUSE I - EDUCATIONAL ASSISTANTS

Shall include all personnel working as Educational Assistants.

Educational Assistants are required by individual student and school needs.

Educational Assistants will be paid for all school year Statutory Holidays which occur during their term of employment.

In the case of non-instructional days, Educational Assistants will be required to attend the in-service or perform other assigned work and will get paid for their regular hours of work.

An Educational Assistant who works fifteen (15) hours per week or more is deemed to be half-time for the purpose of establishing benefit entitlements.

Educational Assistants in layoff within the district (as per Clause 7.06 (c)), will be given first option on any Educational Assistant positions that arise for which they have the qualifications. The least senior person assigned to that school would go into layoff status unless their special skill set is required. In this case the next least senior would go into layoff status. Where the least senior individual has been working with a student with sensitive personal care issues and it is desirable to have them continue in that role it would be dealt with on an individual basis in consultation between the Union President and Secretary-Treasurer (or their designates).

Educational Assistants are hired to the district, assigned to a school and deployed by the administrator according to school needs.

The work period will consist of a minimum of one (1) continuous hour of work.

After the initial hours are assigned to the school any additional hours due to increased enrollment or changing circumstances will be offered to the eligible and qualified EAs currently assigned to that school where possible. The hours that cannot be utilized by current school assigned staff will be posted.

Placement in Special Circumstances:

In special circumstances the needs of the student may warrant a new placement. This shall be done after full consultation with all affected parties. It is understood by the parties that these positions will not be posted.

- a) If this results in an Educational Assistant being reassigned to another school, the newly assigned hours of support will be transferred. In this case the existing staff of the new school will not have access to these transferred hours.
- b) Where a long term reduction in hours to a school results in the loss of a position an individual may be reassigned to another school.

NOTE: Circumstances that are not covered under this appendix may be dealt with on an individual basis upon mutual agreement by the parties.

DATED THIS 19th DAY OF JUNE 2014.

SIGNED FOR:

BOARD OF EDUCATION
School District No. 60
(Peace River North)

PARTY OF THE FIRST PART
(Original signed by Doug Boyd)

DOUG BOYD
SECRETARY-TREASURER

SIGNED FOR:

CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 4653

PARTY OF THE SECOND PART
(Original signed by Wally Miedema)

WALLY MIEDEMA
PRESIDENT OF THE UNION

EARLY CHILDHOOD EDUCATOR APPENDIX

CLAUSE I - EARLY CHILDHOOD EDUCATOR

Appointment of Temporary Supervisor

If a department supervisor supervising two (2) or more workers is absent for any reason for a period exceeding two (2) days, or if said position is vacant, a temporary supervisor will be appointed for the period of absence.

When an employee assumes the role of temporary supervisor, they will receive \$.75 cents per hour over their own rate.

CLAUSE II - SALARY SCHEDULE

See Rate Schedules at back of contract.

CROSSING GUARDS/BUS ATTENDANTS APPENDIX

CLAUSE I - CROSSING GUARDS/BUS ATTENDANTS

Shall include all personnel working as Crossing Guards or Bus Attendants. Seniority is retroactive to the start date.

Crossing Guards and Bus Attendants shall be employed for a minimum of one (1) hour per day.

In the case of non-instructional days, Crossing Guards and Bus Attendants will not be required to attend the in-service and not be required to perform other assigned work and will not receive pay for these days.

A Crossing Guard or a Bus Attendant who works fifteen (15) hours per week or more is deemed to be half-time (1/2) for the purpose of establishing benefit entitlements.

The work period will consist of a minimum of one (1) continuous hour of work.

Inclement Weather Conditions

Crossing Guards located at the Charlie Lake Elementary School will be paid \$10 per pay period worked, up to a maximum of \$200 per school year (July 1 – June 30) for extra costs incurred for protection against inclement weather conditions.

CLAUSE II - SALARY SCHEDULE

See Rate Schedules at back of contract.

LUNCH PERIOD MONITORS APPENDIX

CLAUSE I - LUNCH PERIOD MONITORS

The Union agrees that the traditional usage of teachers may continue.

The Parties agree that this function may also be provided by students at the junior and senior secondary levels as part of a large program of student leadership and participation.

The Parties agree that all paid Lunch Period Monitor jobs will be posted as per the Collective Agreement.

In the case of non-instructional days, Lunch Period Monitors will not be required to attend the in-service and not be required to perform other assigned work and will not receive pay for these days.

The work period will consist of a minimum of one (1) continuous hour of work.

CLAUSE II - SALARY SCHEDULE

See Rate Schedules at back of contract.

MAINTENANCE APPENDIX

CLAUSE I - MAINTENANCE STAFF

Will include all employees under supervision of the Maintenance Department and Technology Department.

CLAUSE II - CLASSIFICATION AND WAGE AND SALARY SCHEDULE

See Rate Schedules at back of contract.

When a Foreman is supervising construction workers, they will receive seventy-five (\$.75) cents more than the supervised construction worker under Clause III of the Maintenance Appendix or the construction standard agreement rate, whichever is greater.

Appointment of Temporary Foreman

If a department supervisor or foreman supervising three (3) or more workers is absent for any reason for a period exceeding two (2) days, or if said position is vacant, a Temporary Foreman will be appointed for the period of absence.

When an employee assumes the role of Temporary Foreman, they will receive seventy-five (\$.75) cents per hour over their own rate or the working foreman rate, whichever is greater. (See Maintenance Appendix Clause II for the construction standard rate.)

Appointment of Lead Hand

When an employee oversees up to two (2) other workers, they shall be paid Lead Hand wages. (See rate schedule for Lead Hand wages)

CLAUSE III

In the event that a contract is awarded for any new construction or major repair work where a portion of the original contract is deleted and done by School District employees the following will apply:

- Where the work being done by School District employees exceeds \$65,000 (labour and materials) employees are to be paid the Union rate of wages prevailing in the Standard Construction Trades Agreements of B.C. as per United Brotherhood of Carpenters & Joiners of America, Local No. 1237.

Travel time to and from projects where the construction rate applies will be at the regular rate of pay as stated in Clause II of the Maintenance Appendix.

Travel times to schools will be as follows:

Baldonnel	.5 hour return
Buick Creek	2.0 hours return
Charlie Lake	.5 hour return
Clearview	1.0 hour return
Hudson's Hope	2.0 hours return
Outdoor Education Site	2.5 hours return
Prespatou	2.5 hours return
Taylor	1.0 hour return
Upper Halfway	3.0 hours return
Upper Pine	1.0 hour return
Wonowon	2.0 hours return

APPRENTICE

To be paid according to the following as to the class employed:

PRIOR TO:

1st Anniversary	-	75% of Journeyman rate
2nd Anniversary	- -	80% of Journeyman rate
3rd Anniversary	- -	85% of Journeyman rate
4th Anniversary	-	90% of Journeyman rate

Anniversary is defined as the successful completion of each level of trades school.

All apprentices are required to sign off on the apprenticeship agreement that was mutually agreed upon by the Employer and the Union.

Those in apprentice positions that have not previously held a position within the bargaining unit shall not accumulate seniority.

Employees of the bargaining unit who post into an apprentice position shall maintain and continue to accumulate their seniority.

Upon successful completion of an apprenticeship, by mutual agreement, the apprentice will transition into a Journeyman position of that trade, should one be available. This transition does not require a posting of the Journeyman position.

In the event that there is no vacant Journeyman position the following will occur:

- If the apprentice has only ever held an apprentice position, the apprentice will be considered terminated
- If the apprentice held a position within the bargaining unit before taking the apprentice position the apprentice will return to their previous position. If their previous position is

unavailable, the apprentice will go into layoff and are eligible for the bumping provisions as per Article 9.11

REGULAR EMPLOYEES who may be laid off during the summer school closure may, if they are required by the Board, be fitted into Maintenance positions.

The rate of pay shall be as per the posting.

TRANSPORTATION APPENDIX

CLAUSE I - TRANSPORTATION STAFF

Shall include all personnel under the supervision of the Transportation Department.

CLAUSE II - CLASSIFICATION

- a) Regular Part-time Driver: - Employed solely as a school bus driver for up to eight (8) hours per day except when required to undertake additional trips.
- b) Rural Bus Drivers: - Employed solely as a school bus driver for the duration of the school season only whose regular hours of work are determined by the length of their scheduled bus route except when required to undertake additional trips.
- c) Mechanic - unlicensed.
- d) Mechanic - licensed.
- e) Working Foreman - licensed.

CLAUSE III - REGULAR HOURS OF WORK

- a) Bus Drivers: - Any eight (8) hours or less (excluding meal breaks) on a regular work day between commencement of employment and twelve (12) hours thereafter.
- b) Mechanics, Licensed, Unlicensed and Working Foreman
As defined in Article 10 of this Agreement.

CLAUSE IV - WAGE AND SALARY SCHEDULE

See Rate Schedules at back of contract.

Where the driver is not required to work due to school closure, each day will be deducted from the employee's holiday entitlement.

Effective July 1, 2020, Bus drivers will have the option of attending professional development opportunities on non-instructional days with pay. Should Bus drivers not attend a professional development opportunity they will have the choice of having that day deducted from the employee's holiday entitlement, banked time or leave without pay at the employee's direction.

Where school closure days exceed the holiday entitlement under Article 13, no further deduction will be made to compensate the Board. (This applies only to employees hired before July 1st, 2002).

Bus drivers attending scheduled activities on a non-instructional day will be paid for time in attendance.

In cases of inclement weather conditions or adverse road conditions, drivers will be paid in accordance with Article 10.10.

Relief Transportation Supervisor

The Relief Transportation Supervisor will receive seventy-five (\$.75) cents per hour over their own rate or the Working Foreman rate, whichever is greater.

Effective July 1, 2020, the Relief Transportation Supervisor will receive one dollar and fifty cents (\$1.50) per hour over their own rate or the Working Foreman rate, whichever is greater.

Overnight School Activity Trips

For overnight school activity trips, the Board will reimburse all reasonable expenses for meals and single occupancy lodging supported by receipts for each 24-hour period - maximums according to Board Policy.

Drivers who require expense money prior to departure on a trip shall be advanced expense money in accordance with the number of days they will be away from their home terminal.

<u>Footnote:</u>	<u>Present Board Policy</u>
Breakfast	\$11.00
Lunch	\$19.00
Dinner	\$26.00

Maximum - \$56.00 per day

SHOP TRIPS: Drivers taking buses in for shop trips will be paid the greater of \$35.00 per trip or their hourly rate based on travel time spent to and from the School District Bus Garage.

PLUG-INS: Rural bus drivers will be paid \$125.00 per year for the use of their plug-ins for the buses. (Reviewed March, 1995. To be reviewed every two years)

The amount as calculated shall be paid to each driver at the end of March of each year.

CUSTODIAL APPENDIX

CLAUSE I - CUSTODIAL STAFF

Shall include all custodial personnel under the supervision of the Site Administrator and Operations Manager.

CLAUSE II - CLASSIFICATIONS

a) Custodian

b) Head Custodian:

In district buildings where there is more than one Custodian, one will be called a Head Custodian. The Head Custodian will work the same shift as the rest of the crew.

c) Designated Custodian:

In district buildings where there is only one custodian.

CLAUSE III - HOURS OF WORK

As provided for in Article 10.

CLAUSE IV - WAGE AND SALARY SCHEDULE

See Rate Schedules at back of contract.

Appointment of Temporary Head Custodian:

If a Head Custodian is absent for any full shift, a replacement will be appointed.

Half-Time Custodians:

Wage differential to be 1/4 hour per day in excess of regular working hours. i.e. 3 3/4 hours work - 1/4 hour lunch.

Teacherages:

In rural areas, the cleaning of teacherages will be paid by the hourly rate.

Working Foreman – Custodial

Paid mileage and the difference in automobile insurance.

#1
LETTER OF UNDERSTANDING

BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4653

Work Experience

The Board and the Union agree as follows:

1. It is understood that the Board will provide opportunities for students and other members of the community to gain experience by working in our schools and/or departments.
2. The work experience workers shall not replace the regular employees covered by this agreement.
3. The parties agree that this Letter of Understanding may be abrogated by either party following a discussion of the concerns.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed this 13th day of February 1996, by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

SIGNED FOR:
THE BOARD OF EDUCATION,
School District No. 60
(Peace River North)

PARTY OF THE FIRST PART

Original signed by Richard Broadbent

CHAIRPERSON OF THE BOARD

Original signed by Edna Barber

SECRETARY-TREASURER

SIGNED FOR:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4653

PARTY OF THE SECOND PART

Original signed by Agnes Aikins

PRESIDENT OF THE UNION

Original signed by Debra Kellestine

SECRETARY

#2
LETTER OF UNDERSTANDING

**BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 60 (PEACE RIVER NORTH)**

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4653**

RE: Educational Assistant Program

1. Placement of trainees in schools or classrooms will be based on the skills and abilities they must develop in order to complete the requirement of their practicum. They may or may not be placed in classrooms or libraries with teachers who have support staff assigned.
2. Trainees will not be used as substitutes for employees.
3. Employees will not have their hours of work decreased or positions eliminated due to practicum placements.
4. The classroom teacher will be responsible for the day-to-day supervision of the trainee.
5. While the college is responsible for evaluating the performance of the trainee, the College may request input from the sponsor teacher.
6. If problems arise with the performance of the trainee, the teacher will notify the Administrative Officer.
7. Trainees have been instructed in the importance of confidentiality; however, trainees must be made aware of individual schools' procedures.
8. When an employee is completing the practicum portion of the Educational Assistant Program in their regular Union position,

they will be given educational leave with pay for the time period that they are required to perform duties that may contravene the Collective Agreement. These employees will not be replaced.

DATED THIS 12TH DAY OF FEBRUARY, 1996

SIGNED FOR:

BOARD OF EDUCATION
School District No. 60

PARTY OF THE FIRST PART

Original signed by Richard Broadbent

CHAIRPERSON OF THE BOARD

Original signed by Edna Barber

SECRETARY-TREASURER

SIGNED FOR:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4653

PARTY OF THE SECOND PART

Original signed by Agnes Aikins

PRESIDENT OF THE UNION

Original signed by Debra Kellestine

SECRETARY

#3
LETTER OF UNDERSTANDING

BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4653

RE: Indigenous Student Support Workers

Preamble: It is understood that the Provincial funding for Indigenous Education Program is intended to support Indigenous students in three distinct programs: Indigenous Language and Culture, Indigenous Support Services and Other Approved Indigenous Programs which improve the demonstrated success of Indigenous students. To this end it is deemed necessary to make every effort to have these programs staffed by individuals from Indigenous descent.

It is therefore agreed that: The following individuals are grand-fathered and may continue to work as Indigenous Student Support Workers:

Sylvia Zettergreen

DATED THIS 12th DAY OF JUNE, 2013.

SIGNED FOR:

BOARD OF EDUCATION
School District No. 60
PARTY OF THE FIRST PART

Original signed by Doug Boyd
SECRETARY-TREASURER

SIGNED FOR:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4653
PARTY OF THE SECOND PART

Original signed by Wally Miedema
PRESIDENT OF THE UNION

#4
LETTER OF UNDERSTANDING

BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4653

RE: Youth Care Workers

It is understood that:

For all Youth Care Workers:

1. The second paragraph of Article 11.07(a) will not apply.
2. The difference between business and personal insurance on their vehicles will be paid.
Mileage will be paid in accordance with the district's travel policy.
3. When the students to be transported exceed three (3), alternate modes of transportation such as a bus will be sought.
4. Care will be taken to ensure the safety of the above workers in so far as possible - when possible and when deemed necessary more than one worker will be in the vehicle driven by a Youth Care worker.

DATED THIS 12th DAY OF June, 2013.

SIGNED FOR:

BOARD OF EDUCATION
School District No. 60

PARTY OF THE FIRST PART
(Original signed by Doug Boyd)

SECRETARY-TREASURER

SIGNED FOR:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4653

PARTY OF THE SECOND PART
(Original signed by Wally Miedema)

PRESIDENT OF THE UNION

#5
Letter of Understanding

BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4653

RE: Winter Clothing/Work wear Allowance

Effective July 1, 2022, after the completion of the probationary period, the Board shall reimburse employees in eligible positions up to \$100 per school year, upon receipt toward the purchase of winter clothing/work wear upon supervisory approval for use by the employee in the performance of their duties.

Effective July 1, 2024, the amount eligible for reimbursement shall be \$200 per school year.

Unused amounts cannot be carried forward.

Eligible positions are as follows:

- Delivery Person
- Electrician
- Working Foreman – Facilities
- Working Foreman – Grounds
- Plumber/Gasfitter
- Labourer
- Mechanic
- Utility Person
- Transportation Working Foreman (provided their trade is Mechanic)
- Stores/Locksmith
- Trades without Ticket
- Joiner
- Carpenter

This Letter of Understanding is in effect from July 1, 2022 to June 30, 2025. Nothing in this Letter of Agreement prevents it from being discussed at the next Local Bargaining table.

DATED THIS 25 DAY OF JANUARY, 2023.

SIGNED FOR:

BOARD OF EDUCATION
School District No. 60

PARTY OF THE FIRST PART
(Original signed by Angela Telford)

SECRETARY-TREASURER

SIGNED FOR:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4653

PARTY OF THE SECOND PART
(Original signed by Jennie Copeland)

PRESIDENT OF THE UNION

#6
Letter of Understanding

BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4653

RE: Additional Hours for Part-time Administrative Assistants

Effective July 1, 2022 a pool of additional hours shall be available to all part-time Administrative Assistants. Part-time is defined as any Administrative Assistant who is scheduled to work less than seven (7) hours per day. The use of these additional hours must be approved by the immediate Supervisor prior to the time being worked.

The additional hours available per school year shall be as follows:

- July 1, 2022 to June 30, 2023: 150 hours
- July 1, 2023 to June 30, 2024: 200 hours
- July 1, 2024 to June 30, 2025: 200 hours

While these additional hours are available to all part-time Administrative Assistants, priority will be given to Clearview, Taylor, and Baldonnel.

This Letter of Understanding is in effect from July 1, 2022 to June 30, 2025. Nothing in this Letter of Agreement prevents it from being discussed at the next Local Bargaining table.

DATED THIS 25 DAY OF JANUARY, 2023.

SIGNED FOR:

BOARD OF EDUCATION
School District No. 60

PARTY OF THE FIRST PART
(Original signed by Angela Telford)

SECRETARY-TREASURER

SIGNED FOR:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4653

PARTY OF THE SECOND PART
(Original signed by Jennie Copeland)

PRESIDENT OF THE UNION

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.

Provincial Framework Agreement – Appendix A

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

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

6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on 15th September, 2022 by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Paul Simpson

RATE SCHEDULE

Note: Casual employees who are hired to replace Designated Custodians will be paid at the Casual Designated Custodian rate.

Note: Casual employees will be paid at 96% of the rate for the position they cover.

Note: LMA = Labour Market Adjustment – this an amount added to the wage of a position through the bargaining process

	July 1, 2022 Hrly Rate (Increase of \$0.25 plus 3.24%)	LMA (if applicable)	July 1, 2022 Total Hrly Rate Including LMA (if applicable)	Pay Equity Hrly Rate Effective April 30, 2023 (for more info please see April 24, 2023 memo)	LMA (if applicable)	April 30, 2023 Total Hrly Rate Including LMA (if applicable)	July 1, 2023 Hrly Rate (Increase of 5.5% plus 1.25% COLA - total increase of 6.75%)	LMA (if applicable)	July 1, 2023 Total Hrly Rate Including LMA (if applicable)	July 1, 2024 Hrly Rate (increase of 2% and up to 1% COLA - published rate is calculated at 2%)	LMA (if applicable)	July 1, 2024 Total Hrly Rate Including LMA (if applicable)
Wage Grids												
Accounts Payable Clerk	\$ 27.27		\$ 27.27	\$ 27.17		\$ 27.17	\$ 29.01		\$ 29.01	\$ 29.59		\$ 29.59
Administrative Assistant (7 hrs)	\$ 26.67		\$ 26.67	\$ 26.67		\$ 26.67	\$ 28.47		\$ 28.47	\$ 29.04		\$ 29.04
Administrative Assistant (8 hrs - 12 mos)	\$ 26.67		\$ 26.67	\$ 26.67		\$ 26.67	\$ 28.47		\$ 28.47	\$ 29.04		\$ 29.04
Administrative Assistant (Trainer)	\$ 29.36		\$ 29.36	\$ 29.66		\$ 29.66	\$ 31.66		\$ 31.66	\$ 32.29		\$ 32.29
Administrative Assistant Careers & International Education	\$ 28.18		\$ 28.18	\$ 28.18		\$ 28.18	\$ 30.09		\$ 30.09	\$ 30.69		\$ 30.69
Apprentice (wage based on position)	See Maintenance Appendix - Apprentice											
Before & After School Care Attendant	\$ 23.12		\$ 23.12	\$ 23.12		\$ 23.12	\$ 24.68		\$ 24.68	\$ 25.17		\$ 25.17
Before & After School Care Attendant - Special Needs	\$ 26.13		\$ 26.13	\$ 26.13		\$ 26.13	\$ 27.89		\$ 27.89	\$ 28.45		\$ 28.45

	July 1, 2022 Hrly Rate (Increase of \$0.25 plus 3.24%)	LMA (if applicable)	July 1, 2022 Total Hrly Rate Including LMA (if applicable)	Pay Equity Hrly Rate Effective April 30, 2023 (for more info please see April 24, 2023 memo)	LMA (if applicable)	April 30, 2023 Total Hrly Rate Including LMA (if applicable)	July 1, 2023 Hrly Rate (Increase of 5.5% plus 1.25% COLA - total increase of 6.75%)	LMA (if applicable)	July 1, 2023 Total Hrly Rate Including LMA (if applicable)	July 1, 2024 Hrly Rate (increase of 2% and up to 1% COLA - published rate is calculated at 2%)	LMA (if applicable)	July 1, 2024 Total Hrly Rate Including LMA (if applicable)
Wage Grids												
Before & After School Shuttle Driver	\$ 24.00		\$ 24.00	\$ 24.00		\$ 24.00	\$ 25.62		\$ 25.62	\$ 26.14		\$ 26.14
Before & After School Working Lead	n/a		\$25.99	\$25.99		\$25.99	\$27.74		\$27.74	\$28.30		\$28.30
Benefits Clerk / Payroll Assistant	\$ 29.57		\$ 29.57	\$ 28.91		\$ 28.91	\$ 30.86		\$ 30.86	\$ 31.48		\$ 31.48
Bus Attendant (Playground)	\$ 22.61		\$ 22.61	\$ 23.03		\$ 23.03	\$ 24.58		\$ 24.58	\$ 25.08		\$ 25.08
Bus Attendant (Special Needs)	\$ 25.78		\$ 25.78	\$ 25.78		\$ 25.78	\$ 27.52		\$ 27.52	\$ 28.07		\$ 28.07
Career Program Assistant	\$ 29.35		\$ 29.35	\$ 28.35		\$ 28.35	\$ 30.27		\$ 30.27	\$ 30.87		\$ 30.87
Carpenter	\$ 30.94	\$ 4.02	\$ 34.96	\$ 31.86	\$ 4.02	\$ 35.88	\$ 34.01	\$ 4.02	\$ 38.03	\$ 34.69	\$ 4.02	\$ 38.71
Crossing Guard	\$ 22.61		\$ 22.61	\$ 23.03		\$ 23.03	\$ 24.58		\$ 24.58	\$ 25.08		\$ 25.08
Custodial Working Lead	\$ 27.94		\$ 27.94	\$ 29.20		\$ 29.20	\$ 31.17		\$ 31.17	\$ 31.79		\$ 31.79
Custodian	\$ 23.17	\$ 0.50	\$ 23.67	\$ 23.17	\$ 0.50	\$ 23.67	\$ 24.73	\$ 0.50	\$ 25.23	\$ 25.23	\$ 0.50	\$ 25.73
Delivery Person	\$ 24.59		\$ 24.59	\$ 26.04		\$ 26.04	\$ 27.79		\$ 27.79	\$ 28.35		\$ 28.35
Designated Custodian	\$ 23.66		\$ 23.66	\$ 23.66		\$ 23.66	\$ 25.26		\$ 25.26	\$ 25.76		\$ 25.76
Dispatcher - Transportation	\$ 28.97		\$ 28.97	\$ 28.41		\$ 28.41	\$ 30.33		\$ 30.33	\$ 30.93		\$ 30.93
District Computer Support Worker - no 2 year tech ticket - 2 years exp.	\$ 26.18		\$ 26.18	\$ 26.41		\$ 26.41	\$ 28.19		\$ 28.19	\$ 28.75		\$ 28.75

	July 1, 2022 Hrly Rate (Increase of \$0.25 plus 3.24%)	LMA (if applicable)	July 1, 2022 Total Hrly Rate Including LMA (if applicable)	Pay Equity Hrly Rate Effective April 30, 2023 (for more info please see April 24, 2023 memo)	LMA (if applicable)	April 30, 2023 Total Hrly Rate Including LMA (if applicable)	July 1, 2023 Hrly Rate (Increase of 5.5% plus 1.25% COLA - total increase of 6.75%)	LMA (if applicable)	July 1, 2023 Total Hrly Rate Including LMA (if applicable)	July 1, 2024 Hrly Rate (increase of 2% and up to 1% COLA - published rate is calculated at 2%)	LMA (if applicable)	July 1, 2024 Total Hrly Rate Including LMA (if applicable)
Wage Grids												
District Computer Support Worker - with 2 yr. tech. ticket	\$ 28.61		\$ 28.61	\$ 27.62		\$ 27.62	\$ 29.48		\$ 29.48	\$ 30.07		\$ 30.07
District Computer Support Worker- no 2 year tech ticket - no experience	\$ 24.59		\$ 24.59	\$ 24.18		\$ 24.18	\$ 25.81		\$ 25.81	\$ 26.33		\$ 26.33
District Library Media Technician	\$ 26.05		\$ 26.05	\$ 26.60		\$ 26.60	\$ 28.40		\$ 28.40	\$ 28.96		\$ 28.96
Early Childhood Educator	\$ 27.99		\$ 27.99	\$ 27.89		\$ 27.89	\$ 29.77		\$ 29.77	\$ 30.37		\$ 30.37
Educational Assistant I	\$ 23.23		\$ 23.23	\$ 23.87		\$ 23.87	\$ 25.48		\$ 25.48	\$ 25.99		\$ 25.99
Educational Assistant II	\$ 27.01		\$ 27.01	\$ 27.01		\$ 27.01	\$ 28.83		\$ 28.83	\$ 29.40		\$ 29.40
Educational Assistant II - Intrevener	\$ 27.01		\$ 27.01	\$ 28.05		\$ 28.05	\$ 29.94		\$ 29.94	\$ 30.54		\$ 30.54
Educational Assistant II- Certified	\$ 28.59		\$ 28.59	\$ 28.59		\$ 28.59	\$ 30.51		\$ 30.51	\$ 31.12		\$ 31.12
Electrician/Heat ing, Ventilation, AC,HVAC	\$ 31.30	\$ 3.72	\$ 35.02	\$ 31.61	\$ 3.72	\$ 35.33	\$ 33.74	\$ 3.72	\$ 37.46	\$ 34.42	\$ 3.72	\$ 38.14
Equipment Serviceperson	\$ 28.22		\$ 28.22	\$ 28.64		\$ 28.64	\$ 30.57		\$ 30.57	\$ 31.18		\$ 31.18

	July 1, 2022 Hrly Rate (Increase of \$0.25 plus 3.24%)	LMA <i>(if applicable)</i>	July 1, 2022 Total Hrly Rate Including LMA <i>(if applicable)</i>	Pay Equity Hrly Rate Effective April 30, 2023 <i>(for more info please see April 24, 2023 memo)</i>	LMA <i>(if applicable)</i>	April 30, 2023 Total Hrly Rate Including LMA <i>(if applicable)</i>	July 1, 2023 Hrly Rate (Increase of 5.5% plus 1.25% COLA - total increase of 6.75%)	LMA <i>(if applicable)</i>	July 1, 2023 Total Hrly Rate Including LMA <i>(if applicable)</i>	July 1, 2024 Hrly Rate (increase of 2% and up to 1% COLA - published rate is calculated at 2%)	LMA <i>(if applicable)</i>	July 1, 2024 Total Hrly Rate Including LMA <i>(if applicable)</i>
Wage Grids												
Facilities Working Lead	\$ 30.23	LMA of applicable trade	\$ 30.23	\$ 29.91	LMA of applicable trade	\$ 29.91	\$ 31.93	LMA of applicable trade	\$ 31.93	\$ 32.57	LMA of applicable trade	\$ 32.57
Financial Administrative Assistant (8 hrs)	\$ 28.18		\$ 28.18	\$ 27.77		\$ 27.77	\$ 29.65		\$ 29.65	\$ 30.24		\$ 30.24
Grounds Working Lead	\$ 27.21	\$ 0.50	\$ 27.71	\$ 29.78	\$ 0.50	\$ 30.28	\$ 31.79	\$ 0.50	\$ 32.29	\$ 32.43	\$ 0.50	\$ 32.93
Hall Monitor	\$ 22.60		\$ 22.60	\$ 23.27		\$ 23.27	\$ 24.84		\$ 24.84	\$ 25.33		\$ 25.33
Head Administrative Assistant (7hrs - 12mos)	\$ 28.65		\$ 28.65	\$ 28.37		\$ 28.37	\$ 30.28		\$ 30.28	\$ 30.89		\$ 30.89
Head Administrative Assistant (8hrs - 12mos)	\$ 28.65		\$ 28.65	\$ 28.37		\$ 28.37	\$ 30.28		\$ 30.28	\$ 30.89		\$ 30.89
Head Custodian	\$ 25.19		\$ 25.19	\$ 25.19		\$ 25.19	\$ 26.89		\$ 26.89	\$ 27.43		\$ 27.43
Indigenous Student Support Worker	\$ 24.83		\$ 24.83	\$ 24.83		\$ 24.83	\$ 26.50		\$ 26.50	\$ 27.03		\$ 27.03
Indigenous Youth Care Worker	\$ 29.35		\$ 29.35	\$ 29.05		\$ 29.05	\$ 31.01		\$ 31.01	\$ 31.63		\$ 31.63
Joiner/Cabinet Maker	\$ 30.94	\$ 4.02	\$ 34.96	\$ 31.32	\$ 4.02	\$ 35.34	\$ 33.44	\$ 4.02	\$ 37.46	\$ 34.11	\$ 4.02	\$ 38.13
Labourer	\$ 24.49		\$ 24.49	\$ 25.23		\$ 25.23	\$ 26.93		\$ 26.93	\$ 27.47		\$ 27.47
Lead Painter	\$ 31.09		\$ 31.09	\$ 31.75		\$ 31.75	\$ 33.89		\$ 33.89	\$ 34.57		\$ 34.57

	July 1, 2022 Hrly Rate (Increase of \$0.25 plus 3.24%)	LMA (if applicable)	July 1, 2022 Total Hrly Rate Including LMA (if applicable)	Pay Equity Hrly Rate Effective April 30, 2023 (for more info please see April 24, 2023 memo)	LMA (if applicable)	April 30, 2023 Total Hrly Rate Including LMA (if applicable)	July 1, 2023 Hrly Rate (Increase of 5.5% plus 1.25% COLA - total increase of 6.75%)	LMA (if applicable)	July 1, 2023 Total Hrly Rate Including LMA (if applicable)	July 1, 2024 Hrly Rate (increase of 2% and up to 1% COLA - published rate is calculated at 2%)	LMA (if applicable)	July 1, 2024 Total Hrly Rate Including LMA (if applicable)
Wage Grids												
Local Area Network Specialist	\$ 29.44		\$ 29.44	\$ 29.73		\$ 29.73	\$ 31.74		\$ 31.74	\$ 32.37		\$ 32.37
Local Area Network Specialist (Senior Tech)	\$ 33.17		\$ 33.17	\$ 33.48		\$ 33.48	\$ 35.74		\$ 35.74	\$ 36.46		\$ 36.46
Lunch Period Monitor	\$ 23.23		\$ 23.23	\$ 21.68		\$ 21.68	\$ 23.14		\$ 23.14	\$ 23.60		\$ 23.60
Mechanic	\$ 30.94	\$ 9.02	\$ 39.96	\$ 31.64	\$ 9.02	\$ 40.66	\$ 33.77	\$ 9.02	\$ 42.79	\$ 34.45	\$ 9.02	\$ 43.47
Mechanical Equipment Service Person	\$ 28.22		\$ 28.22	\$ 28.64		\$ 28.64	\$ 30.57		\$ 30.57	\$ 31.18		\$ 31.18
MyEdBC Technology Facilitator Administrative Assistant (8 hrs.)	\$ 27.70		\$ 27.70	\$ 28.71		\$ 28.71	\$ 30.65		\$ 30.65	\$ 31.26		\$ 31.26
Outdoor Education Program Assistant	n/a		\$28.30	\$28.30		\$28.30	\$30.21		\$30.21	\$30.81		\$30.81
Painter	\$ 29.91		\$ 29.91	\$ 29.91		\$ 29.91	\$ 31.93		\$ 31.93	\$ 32.57		\$ 32.57
Payroll/Benefits Technician	\$ 29.91		\$ 29.91	\$ 29.91		\$ 29.91	\$ 31.93		\$ 31.93	\$ 32.57		\$ 32.57
Plumber/Gasfitter	\$ 31.26	\$ 3.76	\$ 35.02	\$ 31.26	\$ 3.76	\$ 35.02	\$ 33.37	\$ 3.76	\$ 37.13	\$ 34.04	\$ 3.76	\$ 37.80
Purchasing Clerk	\$ 28.18		\$ 28.18	\$ 28.18		\$ 28.18	\$ 30.09		\$ 30.09	\$ 30.69		\$ 30.69

	July 1, 2022 Hrly Rate (Increase of \$0.25 plus 3.24%)	LMA <i>(if applicable)</i>	July 1, 2022 Total Hrly Rate Including LMA <i>(if applicable)</i>	Pay Equity Hrly Rate Effective April 30, 2023 <i>(for more info please see April 24, 2023 memo)</i>	LMA <i>(if applicable)</i>	April 30, 2023 Total Hrly Rate Including LMA <i>(if applicable)</i>	July 1, 2023 Hrly Rate (Increase of 5.5% plus 1.25% COLA - total increase of 6.75%)	LMA <i>(if applicable)</i>	July 1, 2023 Total Hrly Rate Including LMA <i>(if applicable)</i>	July 1, 2024 Hrly Rate (increase of 2% and up to 1% COLA - published rate is calculated at 2%)	LMA <i>(if applicable)</i>	July 1, 2024 Total Hrly Rate Including LMA <i>(if applicable)</i>
Wage Grids												
School Bus Driver	\$ 25.73	\$ 1.25	\$ 26.98	\$ 26.43	\$ 1.25	\$ 27.68	\$ 28.21	\$ 1.50	\$ 29.71	\$ 28.77	\$ 2.00	\$ 30.77
School Meals Program	\$ 22.60		\$ 22.60	\$ 25.52		\$ 25.52	\$ 27.24		\$ 27.24	\$ 27.79		\$ 27.79
Settlement Workers in Schools (SWIS)	\$ 29.36		\$ 29.36	\$ 28.70		\$ 28.70	\$ 30.64		\$ 30.64	\$ 31.25		\$ 31.25
Site Based Computer Support Worker	\$ 26.81		\$ 26.81	\$ 26.43		\$ 26.43	\$ 28.21		\$ 28.21	\$ 28.77		\$ 28.77
Speech & Language Therapist Assistant	\$ 27.21		\$ 27.21	\$ 27.21		\$ 27.21	\$ 29.05		\$ 29.05	\$ 29.63		\$ 29.63
Storeperson / Locksmith	\$ 30.94		\$ 30.94	\$ 31.32		\$ 31.32	\$ 33.44		\$ 33.44	\$ 34.11		\$ 34.11
Student	\$ 18.53		\$ 18.53	\$ 18.53		\$ 18.53	\$ 19.78		\$ 19.78	\$ 20.18		\$ 20.18
SWIS Coordinator	\$ 30.94		\$ 30.94	\$ 30.68		\$ 30.68	\$ 32.75		\$ 32.75	\$ 33.41		\$ 33.41
Teacher Teaching On Call Dispatcher	\$ 26.67		\$ 26.67	\$ 26.67		\$ 26.67	\$ 28.47		\$ 28.47	\$ 29.04		\$ 29.04
Technology Facilitator Administrative Assistant	\$ 27.70		\$ 27.70	\$ 27.86		\$ 27.86	\$ 29.74		\$ 29.74	\$ 30.34		\$ 30.34
Tradesperson - without ticket	\$ 26.45		\$ 26.45	\$ 26.73		\$ 26.73	\$ 28.53		\$ 28.53	\$ 29.10		\$ 29.10
Tradesperson - without ticket + 5yrs	\$ 29.92		\$ 29.92	\$ 27.49		\$ 27.49	\$ 29.35		\$ 29.35	\$ 29.93		\$ 29.93

	July 1, 2022 Hrly Rate (Increase of \$0.25 plus 3.24%)	LMA <i>(if applicable)</i>	July 1, 2022 Total Hrly Rate Including LMA <i>(if applicable)</i>	Pay Equity Hrly Rate Effective April 30, 2023 <i>(for more info please see April 24, 2023 memo)</i>	LMA <i>(if applicable)</i>	April 30, 2023 Total Hrly Rate Including LMA <i>(if applicable)</i>	July 1, 2023 Hrly Rate (Increase of 5.5% plus 1.25% COLA - total increase of 6.75%)	LMA <i>(if applicable)</i>	July 1, 2023 Total Hrly Rate Including LMA <i>(if applicable)</i>	July 1, 2024 Hrly Rate (increase of 2% and up to 1% COLA - published rate is calculated at 2%)	LMA <i>(if applicable)</i>	July 1, 2024 Total Hrly Rate Including LMA <i>(if applicable)</i>
Wage Grids												
Transportation Working Lead	\$ 31.96	\$ 9.02	\$ 40.98	\$ 33.89	\$ 9.02	\$ 42.91	\$ 36.18	\$ 9.02	\$ 45.20	\$ 36.90	\$ 9.02	\$ 45.92
Wash Bay Attendant/Shop Labourer	\$ 23.36		\$ 23.36	\$ 23.36		\$ 23.36	\$ 24.94		\$ 24.94	\$ 25.44		\$ 25.44
Wide Area Network Specialist	\$ 33.43		\$ 33.43	\$ 35.84		\$ 35.84	\$ 38.26		\$ 38.26	\$ 39.02		\$ 39.02
Youth Care Worker	\$ 29.35		\$ 29.35	\$ 29.05		\$ 29.05	\$ 31.01		\$ 31.01	\$ 31.63		\$ 31.63

INDEX

ANNUAL VACATIONS WITH PAY	31	Recall	16
CLERICAL APPENDIX	63	Rehiring	16
CROSSING GUARDS/BUS ATTENDANTS		Severance Pay	17
APPENDIX	68	LEAVES OF ABSENCE	37
CUSTODIAL APPENDIX	77	Adoption Leave	40
DEFINITIONS		Benefits/Seniority During Extended Maternity Leave	39
Casual Employee	5	Benefits/Seniority During Maternity Leave	38
Continuous Employment	5	Citizenship Leave	43
Probationary Employee	5	Compassionate Leave	40
Regular Employee	4	Deferred Salary Leave Plan	45
Regular Part-Time Employee	4	Early Maternity Leave Required by the Board	39
Replacement Employee	6	Extended Maternity Leave	39
Student Employee	5	General Leave/Educational Leave	44
Temporary Employee	5	Illness of Dependents	42
Trial Period	6	Jury or Witness Duty	42
DISCHARGE AND DISCIPLINE	59	Maternity Leave	37
DURATION OF AGREEMENT & REMUNERATION		Paternity Leave	39
	62	Personal Discretionary Days	43
EARLY CHILDHOOD EDUCATOR APPENDIX	67	Return to Duty - Maternity Leave	38
EDUCATIONAL ASSISTANTS APPENDIX	64	LUNCH PERIOD MONITORS APPENDIX	69
GENERAL SECURITIES	51	MAINTENANCE APPENDIX	70
Contracting Out	51	OBJECTIVES	3
Coveralls/Smocks	51	PROFESSIONAL DEVELOPMENT FUND	50
Crossing Picket Lines	52	PROMOTION AND STAFF CHANGES	
Fire and Theft Insurance	52	Bumping	21
Tools	52	Duty to Accommodate	19
GRIEVANCE PROCEDURE	60	Employees Holding Two Positions	21
HARASSMENT/SEXUAL HARASSMENT		Information on Postings	19
Definitions	54	Job Postings	17
General	53	Non-Bargaining Staff Appointments	20
Remedies	57	Notification of Successful Applicant	20
Resolution Procedures	56	Personality Conflicts	20
Training	58	Replacement Positions	18
HEALTH AND WELFARE		Transfers	21
Communicable Disease Protection	48	Trial Period	20
Dental Plan	48	RATE SCHEDULES	98
Group Life Insurance	48	RECOGNITION AND EMPLOYER RIGHTS	6
Medical and Extended Health Insurance	47	Hiring and Discipline	7
Pension Plan	48	Management Rights	7
Voluntary Registered Retirement Saving Plan	49	REMUNERATION	
HOURS OF WORK AND SHIFTS		Exception - Bus Drivers	27
4/10 Hour Shifts - Maintenance	24	Excess Automobile Liability Coverage	29
Afternoon Shifts	24	Overtime	27
Call Back Time	25	Premium Pay	29
Day Shifts	23	Substitution in a Higher or Lower Classification	28
Exception - Bus Drivers	24	Time off in Lieu of Overtime	27
Four Hour Minimum	26	Travel Allowance	28
Intruder Alarm Call Back	25	Upgrade Training	29
Minimum Hours	25	SENIORITY	13
Night Shifts	24	SICK LEAVE	
Notice of Hours of Work	24	Regular Employees Working Less than 15 hours per	33
LABOUR MANAGEMENT COMMITTEE	12	week	33
Chairperson of the Meeting	13	SICK LEAVE (Temporary Employees)	36
Function of the Committee	12	STATUTORY HOLIDAYS	30
Jurisdiction of Committee	13	TECHNOLOGICAL AND OTHER CHANGES	49
Meetings of Committee	12	Additional Training	50
Minutes of Meeting	13	Cost	50
LAYOFF AND RECALL PROCEDURES	15	Definition	49
Continuation of Benefits	16	New Classification Due to Technological Change	50
Failure to Report on Recall	16	Training Program	49
Layoff	15	Union Notification of Changes	49
Notice of Layoff	15	TRAINING ASSISTANCE	62
Payment at Layoff	15		

TRANSPORTATION APPENDIX	74	Union Conventions and Seminars	11
UNION RIGHTS & UNION ACTIVITY	8	Union Officers and Shop Stewards	11
Grievances	10	Union Postings	11
Leave to Conduct Union Business	10	UNION SECURITY	7
Negotiations	10	Check-off of Union Dues	7
Shift Work re		Remittance	7
Union Meetings	11		