

SCHOOL DISTRICT NO. 71 (COMOX VALLEY)

COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 71 (COMOX VALLEY)
(hereinafter called the “Board” as the Employer and its
representatives)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 439
(hereinafter called the “Union”)

July 1, 2022 - June 30, 2025

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BETWEEN:

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AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 439
(hereinafter called the "Union")

School District #71 (Comox Valley) and CUPE Local 439 respectfully acknowledge that this collective agreement has been negotiated in the traditional and ancestral homelands of the Pentlatch, Sahtloot, Sistala, and the E'iksan (K'omoks First Nations) each with their own unique traditions, histories, and cultures.

We're committed to learning how to better partner with Indigenous communities to further reconciliation. We support employees on their individual paths towards reconciliation and encourage expressions of Indigenous culture at the workplace. We recognize that we are early in our reconciliation journey and will provide more information on the actions we're taking as we progress.

WHEREAS it is the desire of both parties to this Agreement to maintain the harmonious relationship so necessary between Employer and Employee, and to recognize the mutual value of joint discussions and negotiations in all matters of mutual concern;

AND WHEREAS the Board approves and recognizes the Union as the sole bargaining agent on behalf of its employees within the classes represented by the Union;

AND WHEREAS the parties hereto have agreed to enter into this Agreement as affecting and relating to the staff employed by the Board;

NOW THEREFORE THE FOLLOWING IS HEREBY AGREED TO:

ARTICLE 1 – DEFINITIONS

1.01 Callout

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

1.02 Benefits

Benefits are defined as payments made to or on behalf of continuing or continuing temporary employees in addition to basic salary, responsibility allowances, and statutory holiday pay.

1.03 Probationary Employee

An employee who is serving a probationary period in a continuing position to determine suitability as a continuing employee.

1.04 Continuing Employee

An employee who has been formally appointed to a continuing position and notified in writing.

1.05 Resignation

Any voluntary termination of employment other than retirement.

1.06 Temporary Employee

A person who is hired to fill a specific work assignment which is anticipated to be of a specific and limited duration.

1.07 Continuing Temporary Employee

A person who meets the limited seniority provisions provided in Article 15.03.

1.08 Supervision Assistant Employee

(a) A person who is hired primarily to supervise pupil activities on school premises. Supervision assistant employees are only entitled to the rights and benefits accorded to temporary employees, during the term of their employment.

(b) Employees who have the greatest length of service shall be given first consideration for purposes of internal supervision assistant postings or other changes of assignment within their category. Such categories are elementary and middle/secondary.

1.09 Part-Time Employee

For purposes of this agreement means an employee who works less than the full working week as specified in Article 18, regardless of whether the employment is on a seasonal, school year, or year-round basis.

1.10 Full-Time Employee

For purposes of this agreement means an employee who works the full working week as specified in Article 18 even though the employment may be on a seasonal or school-year basis.

1.11 Spouse

A legally defined married or common-law relationship, as defined by Canada Income Tax Act.

1.12 Technological Change

(a) The introduction by the Board of a change in work, undertaking, or business, or a change in equipment used or material from the equipment or material previously used by the Board in work, undertaking, or business; or

(b) A change in the manner that the Board carries on work, undertaking, or business related to the introduction of that equipment or material.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01** The management of the work force and of the methods of operation is vested exclusively in the Board, except as otherwise specifically provided in this Agreement, and subject to the grievance procedure.
- 2.02** Duties of employees, job descriptions, and qualifications will be established by the Board. When new job descriptions are being developed, or existing job descriptions changed, discussions will take place in Liaison Committee prior to implementation. Following the establishment of the changed job descriptions or duties, Article 27 will apply.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Recognition of Bargaining Agent

The Board recognizes the Canadian Union of Public Employees and its Local 439 as the exclusive bargaining agent for those employees for whom the Union has been certified. Should there be a dispute as to who is considered an employee for purposes of this Collective Agreement, either party may seek a decision from the Labour Relations Board.

3.02 Negotiations

The parties to this Agreement agree to negotiate with each other all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

ARTICLE 4 – NO DISCRIMINATION

4.01 Boards Shall Not Discriminate

The Board and its employees are committed to inclusive, equitable treatment and opportunities for all individuals throughout the system. The Board shall not discriminate against a person regarding their employment or any term or condition of employment because of their Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or by any reason of membership in a trade union.

ARTICLE 5 – UNION SECURITY

5.01 All Employees to be Members

- (a) The Board agrees that all employees covered by the terms of this Agreement shall, as a condition of continued employment, become and remain members of the Union.
- (b) All employees are required to complete an authorization form providing for the deduction from their wages of regular dues payable to the Union by members of the Union. Such form will be provided to the Board by the Union.

5.02 Failure to Comply

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

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Dues and Assessments

The Board agrees to deduct from the first day of employment any assignments and assessments levied in accordance with the Union's constitution. The Union will advise the Board in writing of any dues or assessments that may be levied or revised from time to time. All such deductions will be forwarded to the Secretary-Treasurer of the Union within ten (10) working days following the month in which such deductions were made, accompanied by a list of the names of all employees from whose wages the deductions have been made, together with the hours worked, the total wages earned, and the amounts deducted for that period.

6.02 Dues Receipts

The Board will advise each employee in writing of the amount of union dues deducted by way of payroll deduction at the time T- 4 slips are provided.

ARTICLE 7 – THE BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 Acquainting New Employees

- (a) The Board agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in the Articles dealing with Union security and deductions of Union dues and shall make available to each new member an electronic copy of this Agreement, or upon request a hard copy.

- (b) The Board shall provide a pre-employment orientation session for all new employees at no cost to the Board. A representative of the Union shall be provided with up to thirty (30) minutes during the orientation session for the purpose of acquainting new employees with their rights, obligations, and benefits under the terms and conditions of the collective agreement.

7.02 Notification of New Employees

The Board agrees to notify the Union of the name, address, position, and location of each new employee not later than at the time of the next dues remittance.

7.03 Letter of Obligation

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

7.04 Nominal Roll

A nominal roll of all employees, including names, addresses and telephone numbers, is accessible online.

ARTICLE 8 – CORRESPONDENCE

8.01 Exchange of Correspondence

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

8.02 Notification of Shop Stewards

The Union shall notify the Board of the names of members of committees and shop stewards for each site.

ARTICLE 9 – LIAISON COMMITTEE

9.01 Establishment of Committee

A Liaison Committee shall be established, consisting of three (3) representatives of the Union and three (3) representatives of management. Additional representatives may attend upon agreement by the committee. The committee shall enjoy the full support of both parties to this Agreement in the interests of maximum service to the school district.

9.02 Function of Committee

The primary purpose of this committee is to foster a harmonious problem-solving relationship between the Board and its employees, and to this end the committee shall concern itself with matters of the following general nature:

- (a) considering constructive criticisms of all activities so that better relations shall exist between the Board and the employees;
- (b) increasing operating efficiency by promoting cooperation in effecting economy moves and developing methods of testing of materials;
- (c) improving of service to students and the public;
- (d) promoting of safety and sanitary practices and the observance of safety rules;
- (e) reviewing suggestions from employees and employer regarding questions of working conditions and service (but not grievances concerned with service);
- (f) correcting of conditions making for grievances and misunderstandings;
- (g) promoting education and training of staff;
- (h) discussing adjustments in employees' workloads; and
- (i) considering other matters which will assist in fostering the relationship.

9.03 Meetings of Committee

The committee shall meet monthly. Members shall receive their notice and agenda at least four (4) days before the meeting, and discussion at the meeting shall be confined to items on the agenda. In the event that there is a nil agenda the meeting shall not take place, and the Union will be notified.

9.04 Joint Chairs of Meetings

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

9.05 Minutes of Meetings

Minutes of each meeting of the committee shall be prepared and circulated as promptly as possible. Circulation of the minutes will be as agreed by the committee.

9.06 Jurisdiction of Committee

- (a) The committee shall not have jurisdiction over wages or any other matters of collective bargaining, including the administration of this Collective Agreement.
- (b) The committee shall not supersede the activities of any other committee of the Union or of the 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 recommendations to the Union and the Board with respect to its discussions and conclusions.

ARTICLE 10 – N.A.

ARTICLE 11 – RESOLUTIONS AND REPORTS OF THE BOARD

11.01 Board Shall Notify Union

Any reports or recommendations about to be made to the Board dealing with matters of policy and/or conditions of employment which affect employees within this bargaining unit shall be communicated by the Board to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, to speak to them when they are dealt with by the Board.

11.02 Copies of Minutes and Policies/Regulations

Copies of all draft agendas, final minutes, motions, resolutions and bylaws or policies and regulations adopted by the Board will be posted on the school district website as soon as they are available, at <https://www.comoxvalleyschools.ca/>. The Employer will notify the Vice-President and Recording Secretary of the Union, and all the administrative assistants by e-mail that these items have been posted on the website.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Discussion of Differences Stage

- (a) The employee may request to meet with the employee's immediate supervisor as soon as a meeting can be arranged to discuss any matter that may give rise to a grievance, in an attempt to resolve any difference through an informal discussion. The employee may be accompanied by a Union representative. The employee's immediate supervisor may be joined by a Board representative.
- (b) By mutual agreement, the above noted parties may meet more than once in an attempt to informally resolve any difference, using alternate dispute resolution methods.
- (c) If the parties fail to resolve a difference at the discussion of differences stage, the employee, along with a Union representative, has the option to proceed to Step 1 of the Grievance Procedure within five (5) working days of the last informal meeting referred to in Article 12.01(b).

**** Note:** The Employer agrees to create a district Committee that will explore Indigenous Alternate Dispute Resolution processes for all employee groups ******

12.02 Grievance Procedure

The parties hereto agree, should differences arise between the Board and the Union as to the interpretation and application of this Agreement, or should any other dispute arise, that there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle the same in the following manner:

- (a) The aggrieved employee(s) shall submit the grievance to the shop steward for reference to the Union. Grievances shall be initiated with all dispatch, but at all times within fifteen (15) working days from the time the employee(s) or Union became aware of the event giving rise to the grievance.

Step 1 Should the Union consider the grievance to be justified, the employee(s) concerned, together with the shop steward, shall first seek to settle the dispute with the appropriate supervisor by providing a written notice with particulars of the matter being grieved. The supervisor shall render a decision in writing within five (5) working days.

Step 2 Failing agreement in Step 1, application shall be made to the Secretary-Treasurer or designate of the Board, in

writing, stating the grievance concerned. A decision shall be rendered in writing within five (5) working days.

Step 3 Failing a satisfactory settlement being reached in Step 2, a hearing shall be granted the Union by the Board or a committee of the Board within ten (10) working days after receipt of an application for such hearing. The Union must request such a hearing within ten (10) working days of receipt of the written decision rendered in Step 2. The decision of the Board shall be rendered within ten (10) working days.

- (b) The Board and/or the Union and/or a group of employees shall have the right to submit, in writing, any dispute of a general policy nature under the first paragraph hereof, to the other party. Where a dispute of this nature occurs, then the Chief Shop Steward of the Union shall commence the procedure at Step 2.
- (c) The procedure for settling disputes as set out in this Article shall be strictly adhered to.
- (d) Time limits referred to in this Article may be extended by mutual agreement of the parties. A grievance will be deemed abandoned if the initiating party of the grievance fails to provide a written response within sixty (60) working days (exclusive of July and August) of receipt of correspondence from the other party.
- (e) Failing settlement of any dispute as outlined above, then either party may, upon giving ten (10) days notice to the other party in writing, refer the dispute to arbitration. The notice must be made within twenty (20) working days of receipt of the written decision rendered under Step 3.

12.03 Notice of Arbitration

Failing settlement of any dispute as outlined above, then either party may, upon giving ten (10) days notice to the other party in writing, refer the dispute to arbitration. The notice must be made within twenty (20) working days of receipt of decision rendered under Step 3.

12.04 Grievance Recommendations

- (a) If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a single arbitrator agreed to by both parties shall at the request of either party:

- (1) investigate the difference;
 - (2) define the issue in the difference; and
 - (3) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.
- (b) Neither party will make a request pursuant to this article without the agreement of the other party.

ARTICLE 13 – ARBITRATION

13.01 Single Arbitrator

Once a matter has been referred to arbitration, the parties will mutually agree on an arbitrator and the cost of such arbitrator will be shared equally (50/50) between the parties. In the event that the parties are unable to agree on an arbitrator within a period of ten (10) working days, the CAAB (Collective Agreement Arbitration Bureau) shall be requested to appoint an arbitrator.

13.02 Decisions of the Arbitrator

The decision of the arbitrator shall be final and binding upon the parties, but in no event shall the arbitrator have the power to alter, modify, or amend this Agreement in any respect.

ARTICLE 14 – DISCHARGE, SUSPENSION, AND DISCIPLINE

14.01 Discipline

(a) Right to Have a Steward Present

When a supervisor intends to formally discipline an employee, the employee has the right to have a shop steward present at the interview. The supervisor shall notify the employee in advance of the purpose of the interview, provided that this does not result in an undue delay in the appropriate action being taken.

(b) Whenever the Board deems it necessary to censure an employee in a manner indicating that suspension or dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Board shall forthwith give written particulars of such censure to the employee and the Recording Secretary of the Union.

14.02 Crossing of Picket Lines

Employees shall not be required to cross any picket line legally established and maintained under the Statutes of British Columbia. Both parties agree to seriously attempt to get permits from the disputants to allow School Board employees to carry out normal functions.

14.03 Participation in Job Action

- (a) No individual employee shall be disciplined for participation in any action(s) called by the CLC, CUPE, or the B.C. Division of CUPE, and supported by the local Union. This does not indicate Board support for such action(s).
- (b) The contemplated action(s) shall be discussed with the Liaison Committee prior to the action(s) taking place.

14.04 Access to Personnel Files

An employee shall have the right with one working days notice to have access to and review their personnel file, and the right to respond in writing to any document contained therein. Such response shall become part of the employee's record. Employees shall have the right to have a letter of discipline, other than for incidents involving abuse, removed from their personnel file twenty-four (24) months after its insertion, provided there have not been other related incidents

14.05 Designation of Supervisor

Employees shall be notified of their immediate designated supervisor. In the event of conflicting instructions from supervisors, employees shall consult the designated supervisor pursuant to their job description or, if not specified in the job description, their letter of appointment.

ARTICLE 15 – SENIORITY

15.01 Seniority Defined

- (a) Seniority is defined as the length of service in the bargaining unit as a continuing employee. Following successful completion of the probationary period, seniority shall be dated to include employment as a:
 - (1) probationary employee;
 - (2) continuing temporary employee;
 - (3) temporary employee, the actual number of days worked of

one-half (0.5) time or more per day in the twenty-four (24) months prior to becoming a probationary or continuing temporary employee, such time not to exceed one hundred eighty-five (185) working days, excluding supervision assistant hours not included in an employee's daily assignment; provided always that there has not been a break in service parallel to that provided in Article 15.04.

- (b) Except as provided in Article 24.07, seniority will be reduced by the total of any unpaid breaks in service exceeding sixty (60) working days, excluding involuntary absence due to illness or injury (always subject to Article 23.02).

15.02 Seniority List

- (a) An up-to-date seniority list for continuing employees will be sent out annually on March 1st. Such lists are to reflect all seniority accumulated inclusive to February 28th of each year. Employees will have six (6) months from the date of issuance of the annual seniority list to appeal the calculation of their seniority date for that year. Calculation of seniority dates from previous years is non-appealable.
- (b) A seniority list of continuing temporary employees will be updated within five (5) working days of the preceding payroll's pay date exclusive of school breaks.
- (c) Temporary employees will be advised when they have reached their continuing temporary status in order to access benefits available to them. At the same time, they will be provided with a seniority date as a continuing temporary employee and their names will be added to the appropriate substitute list for work on-call in their job category.

15.03 Continuing Temporary Employee

- (a) Temporary employees shall convert to continuing temporary status after six (6) consecutive months in a temporary assignment of at least fifteen (15) hours per week with the completion of a satisfactory appraisal by their supervisor.

If an appraisal is not completed by their supervisor within six (6) months, the employee will be assigned continuing temporary status.

- (b) Upon conversion to continuing temporary status, all hours accrued in or out of assignments shall be considered when determining the employee's continuing temporary date.
- (c) The seniority rights for continuing temporary employees shall be limited to the right to apply for posted vacancies and the provisions of Article 17.05 (b).

- (d) If retirees are re-hired to the “on-call” list, they are not eligible to attain continuing temporary status.

Except as provided in Article 24.07, the seniority date for a continuing temporary employee will be reduced by the total of any unpaid breaks in service exceeding sixty (60) working days to a maximum of twenty four (24) consecutive months, excluding involuntary absences due to illness or injury (always subject to Article 23.02). Unpaid breaks in service exceeding twenty-four (24) consecutive months will result in the loss of continuing temporary status and all rights under this Agreement will be terminated.

15.04 Loss of Seniority

- (a) Seniority will only be lost when a continuing employee:
 - (1) resigns;
 - (2) is terminated for cause and is not reinstated;
 - (3) is on layoff for a period in excess of:
 - (i) Six (6) months - for continuing employees with less than eighteen (18) months of seniority;
 - (ii) Twelve (12) months - for continuing employees with eighteen (18) months or more but less than three (3) years of seniority;
 - (iii) Eighteen (18) months - for continuing employees with more than three (3) years but less than seven (7) years of seniority;
 - (iv) Twenty-four (24) months - for continuing employees with more than seven (7) years of seniority.
 - (4) occupies a non-bargaining unit position longer than a six (6) month duration.
- (b) Work of less than five (5) days within the layoff period will not be considered as time worked for the purposes of Article 15.04 (a) (3).
- (c) Seniority will be reduced by the total number of days of unpaid leaves of absence exceeding sixty (60) working days with the exception of maternity and parental leaves (Article 24.07 (a) and 24.07 (b)), sick leave (Article 23.01), and Long Term Disability leave.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

16.01 Posting Vacancies

- (a) In the event that a continuing position becomes vacant or a new continuing position is created the following procedures will apply:
- (1) The Board agrees to post notices of all vacancies including temporary vacancies in excess of forty (40) working days, or newly created positions for a period of five (5) working days (September to June) or ten (10) working days (July and August) and will provide the Union with a copy of such notice. Appointment from within the bargaining unit shall be made within twenty (20) working days after the posting period and shall be effective as soon as possible thereafter. The Board will advise the Union forthwith of the name and particulars of the successful applicant.
 - (2) If management feels that the filling of an Educational Assistant position should be delayed to a natural break in the school year, such as term, semester or holiday, as it could have a detrimental impact on the operation, the Union agrees to participate in discussions with management on the matter.
 - (3) In order to stabilize operations, if a subsequent vacancy occurs as a result of Article 16.01(a), management will fill the vacancy to meet the operational needs of the district.
- (b) Information in Postings
- Posting of vacancies will include:
- (1) Position available, including hours per week and shift (if applicable);
 - (2) Location of position;
 - (3) Start date, approximate finish date or duration (if applicable);
 - (4) Qualifications, training, and experience, and job characteristics and requirements.
 - (5) Hours of work for temporary positions of twenty (20) hours or less
- (c) When a newly created position is increased in hours by a minimum of twenty percent (20%) and/or increased by at least two (2) pay grades within six (6) months of the effective date, the position will be re-posted.

16.02 Seniority, Qualifications, Ability

In all cases of demotions, promotions, and transfers affecting continuing and probationary employees, seniority will govern, provided always that the employee has the required ability and qualifications necessary for the position.

16.03 Trial Period - Promotions/Transfers

All promotions or transfers by continuing employee application shall be on a trial basis for a period of forty (40) working days. Working days shall be the actual time worked exclusive of absence. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the continuing employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate without loss of seniority. Any other continuing employee promoted or transferred because of rearrangement of positions shall be returned to their former classification, wage or salary rate without loss of seniority.

The following timelines will apply:

- (a) Should notice indicate reversion to the previous position, the actual date of reversion will be specified, and may be beyond the forty (40) working days, contingent upon the requirements of the district.
- (b) Should notice indicate a request for extension of the trial period, the initial trial period will be automatically extended pending the Union's agreement. In the event that the Union does not agree, the continuing employee will revert to the previous position, with actual date of reversion as indicated in (a) above.
- (c) Should notice not be provided as outlined above, the continuing employee, upon completion of the trial period, will be considered to be confirmed in the position.
- (d) Promotions or transfers by continuing employee application from one general classification (as defined in Article 27) to another, shall be on a trial basis for a period of sixty (60) working days.
- (e) Should a position occupied by a continuing employee undergoing a trial period become vacant prior to the completion of twenty (20) working days of such period, re-posting of the position shall not be required. Should a position become vacant subsequent to the completion of twenty (20) working days of the trial period, it shall be re-posted as a vacancy pursuant to Article 16.01.

16.04 Probationary Period - New Appointments

Newly hired employees, except temporary employees, shall be considered to be hired on a probationary basis, and may be terminated at any time during the probationary period. The period of probation shall be sixty (60) working days. Working days shall be actual time worked exclusive of absence. If extension of the probationary period is required, it shall be by mutual agreement between the Board and the Union. Within the initial sixty (60) working days, the Board will notify the employee in writing, with a copy to the Union, of its proposed action. The following time lines will apply:

- (a) Should notice indicate termination of employment, the actual date of termination will be specified, and may be beyond the sixty (60) working days, contingent upon the requirements of the district.
- (b) Should notice indicate a request for extension of probation, the initial probation will be automatically extended pending the Union's agreement. In the event that the Union does not agree, the Board will either confirm or terminate the employee. In the latter case, the actual date of termination will be as outlined in (a) above.
- (c) Should notice not be provided as outlined above, the employee, upon completion of the probationary period, will be considered to be confirmed in the position.
- (d) The Board at its discretion may reduce or waive the probationary period.
- (e) Should a position occupied by a probationary employee become vacant prior to the completion of forty (40) working days of the probationary period, re-posting of the position shall not be required. Should a position become vacant subsequent to the completion of forty (40) working days of the probationary period, it shall be re-posted as a vacancy pursuant to Article 16.01.
- (f) Work performed as a temporary employee will not form part of the basis for evaluation of a probationary employee.
- (g) Temporary employees may be evaluated on the same basis as probationary employees prior to becoming continuing temporary employees.
- (h) Continuing temporary employees and temporary employees who are successful in their application for continuing positions shall serve a probationary period pursuant to Article 16.04. Employees who do not successfully complete their probationary period may be terminated.

16.05 Probationary Period – Bus Drivers and Custodians

Bus Drivers' and Custodians' probation shall be served only between the first and last days of the school year.

16.06 Filling Vacancies

Vacancies will be filled in the following manner:

- (a) Promotions, transfers, and demotions will be made firstly from qualified continuing employees and continuing temporary employees.
- (b) Should vacancies not be filled per (a) above, applications will be solicited from the public through external postings, and any applications received from employees within the bargaining unit who have less than the required qualifications will be reconsidered at that time, with the understanding always that length of service with the Board will be a determinant factor in filling the position.
- (c) Temporary employees are eligible to apply for external postings.

16.07 Filling Temporary Vacancies

The Board will give serious consideration to current employees when filling temporary vacancies or positions subject to the following.

- (a) A temporary posting may be filled by a qualified continuing or continuing temporary employee if such temporary vacancy or position is at a higher pay grade or at a higher number of hours than the current employee's position.
- (b) Any employee who has commenced a temporary vacancy or position shall complete that temporary assignment. The employee is eligible to post into another temporary vacancy or position provided it has a commencement date following the completion of the current temporary vacancy or position.
- (c) Employees will be able to post into a lateral temporary vacancy or position from a continuing assignment once per school year.
- (d) Employees who obtain their first continuing assignment must complete their probation prior to being eligible to apply for a temporary vacancy or position.
- (e) An employee may post into a second temporary posting provided the schedule/hours do not conflict with the employee's current assignment.

16.08 Positions Given Continuing Status

A position will be given continuing status where the need for the position is ongoing, and the position is either:

- (a) not less than fifteen (15) hours per week for the school year (generally considered ten (10) consecutive months); or
- (b) not less than full time for a period of seven (7) consecutive months within the calendar year; or
- (c) where the need for the position has exceeded twenty-four (24) consecutive months, or where there is a demonstrated annual need for the position for a term.

Not less than annually, the Board will review the status of all temporary employees with the Union at a regular Liaison Committee meeting.

16.09 Workplace Accommodation

Upon request and following receipt of the required medical documentation, the Board will seek to accommodate employees who are unable to perform their normal duties due to injury, illness, or disability.

16.10 Notification of Successful Applicant

The Board shall advise the Union and all internal applicants in writing of the name of the successful applicant. The Board will develop an internal posting application form. When the Union requests, the Employer will divulge to the Union the names of the three (3) most senior applicants for the position.

16.11 Student Employment

- (a) The district may hire up to six (6) students per year to be paid at the student rate of pay.
- (b) The district may hire additional students totally funded by other programs (work experience, youth employment programs, co-operative programs, etc.).
- (c) No students shall be employed while there are employees on recall. Extra summer clerical hours will be offered to continuing and continuing temporary employees before students.
- (d) The students are hired for short periods in the summer for minor work in the general labour pool for grounds and maintenance, as well as technology support.

- (e) Summer Students will be exempt from accruing temporary hours for the purpose of obtaining continuing temporary status.
- (f) When two or more summer students are assigned to a non-supervisory employee, the employee will be paid lead-hand pay.

16.12 Travel to Multiple Work Sites

- (a) Where an employee is required by the Board to work at more than one (1) location during the working day, traveling time between the various locations shall be considered part of the hours of work and as time worked. Time spent travelling from the employee's home to their first work location or from their last work location to home is not part of the hours of work and does not count as time worked. Paragraph 5 of District AP 513 – Reimbursement of Travel Expenses applies to employees travelling in their own vehicles between work sites during the work day.

ARTICLE 17 – LAYOFFS AND RECALLS

17.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

17.02 Board and Union to Consult

Although the Board does not desire to reduce the work force or hours of work, it is recognized that circumstances may require such action. In making such reductions, the Board and the Union will consult to ensure that such actions are orderly and taken so that seniority is applied, and the operation best served. Prior to any layoffs or reduction in hours of work of continuing employees, the Board will consult with the Union through the Liaison Committee. Consultation may include examination of options other than layoff or reduction in hours of work, upon which the Board and the Union may reach agreement.

17.03 Notice of Layoff

The Board shall notify continuing employees who are to be laid off thirty (30) working days before the layoff is to be effective. If continuing employees to be laid off have not had the opportunity to work during the notice period, they shall be paid in lieu of work for that portion that work was not available.

17.04 Layoff and Recall Procedure

The Board agrees that in the event of a layoff, continuing employees shall be laid off in the reverse order of their seniority. A continuing employee

about to be laid off may displace a less senior employee. When it is necessary to recall continuing employees, laid off continuing employees shall be re-employed in the inverse order to which they were laid off, provided always that:

- (a) The senior continuing employee has the required ability and qualifications; and
- (b) Although seniority is defined as the length of service with the Board, layoffs and recalls will be made solely from within the general classification (as defined in Article 27).
- (c) The Board reserves the right to deny an employee to bump into a Strong Start Program Worker position if this would create a negative impact on the Strong Start program.

17.05 No New Employees

- (a) Continuing employees who have been laid off, remain on the seniority list, in accordance with Article 15.04, and have the necessary qualifications will be given the opportunity for re-employment prior to any new employees being hired.
- (b) Continuing temporary employees have no bumping rights. However, such employees shall be given an opportunity to work in their job category, in order of seniority, in accordance with Article 15.02 (b), prior to the work being offered to temporary employees, provided always they are qualified and able to do the work without training. Such job categories are according to Schedule "A" and "B".
- (c) Continuing employees who are laid off must make a reasonable effort to be available to receive the employer's offer of work.

17.06 Continuation of Benefits

- (a) Continuing employees who have been laid off and who are retained on the seniority list pursuant to Article 15.04 may continue to receive benefit coverage, provided the laid off employee pays the full premium cost.
- (b) Continuing temporary employees who do not have an assignment may continue to receive benefit coverage, provided the employee pays the full premium cost.
- (c) Continuing employees on recall and continuing temporary employees are required to work fifteen (15) days or more in the previous thirty (30) calendar days in order to be eligible to pay for benefits at the Board/employee cost sharing ratio.

17.07 Reduction in the Work Force

In the event a reduction in the work force is necessary, the Board agrees that it will, where possible, do so by attrition.

17.08 Severance Pay

- (a) A continuing employee who is laid off in accordance with Article 17.01 is entitled to choose severance pay at any time within six (6) months from the effective date of layoff. Upon acceptance of severance pay all rights under this Agreement are terminated.
- (b) Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary for each completed year of service per the continuing employee's seniority date. Payment shall be based upon the highest twelve (12) months of regular salary earned by the employee during the preceding forty-eight (48) months. Such severance pay shall not exceed the equivalent of two (2) years' salary.

ARTICLE 18 – HOURS OF WORK

18.01 Hours of Work

- (a) The forty (40) hour working week, Monday to Friday, is the established policy of the Board for all employees, and except as otherwise qualified below in Article 18.02, sections (a), (c), (d), (e) and (f), each day shall be of eight (8) continuous hours except for the interruption of time (not to count as work time) for meals.
- (b) In the event of an employee starting work and being sent home before completing four (4) hours, they shall be paid for four (4) hours at their regular rate.
- (c) 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 their regular rate.
- (d) Minimum hours of work and related pay do not apply to persons employed as continuing temporary and temporary Education Assistants who have not posted into a position, or supervision assistants. In the application of Articles 18.01 (b) and (c), employees will not be paid more than their scheduled hours of work.

18.02 Shifts

Shifts shall be as follows:

- (a) Schedule “A” employees and Strong Start Program Workers shall work a thirty-five (35) hour week consisting of seven (7) consecutive hours per day exclusive of mealtimes, between the hours of 7:00 a.m. and 5:00 p.m., Monday to Friday inclusive. The limitation of working hours between 7:00 a.m. and 5:00 p.m. does not apply to the AMS Help Desk Clerk, the Strong Start Program Worker, the attendance clerk, and for the purposes of school registration or timetabling.

Schedule A staff may work up to eight (8) hours per day at straight time, provided it is authorized in advance by the immediate supervisor. Such hours are considered pensionable salary.

- (b) Day shifts shall be eight (8) consecutive hours of work, Monday to Friday, exclusive of mealtimes, the majority of such hours scheduled between the hours of 8:00 a.m. and 4:00 p.m.
- (c) Afternoon shifts shall be seven and one-half (7.5) consecutive hours of work, Monday to Friday, exclusive of mealtimes, the majority of such hours scheduled between the hours of 4:00 p.m. and 12:00 p.m.
- (d) Night shifts shall be seven and one-half (7.5) consecutive hours of work, Monday to Friday, exclusive of mealtimes, the majority of such hours scheduled between the hours of 12:01 a.m. and 8:00 a.m.
- (e) The Strong Start Program Worker shall be scheduled to work a minimum of four (4) consecutive hours in any day in which the employee is scheduled to work. Meal periods do not constitute a break in consecutive hours.
- (f) Pursuant to Article 18.02 (a), the parties agree that having regard to the unique nature of the position of Strong Start Program Worker, the needs of the program and the requirement for flexibility in scheduling of hours of work outside of the operation of the Strong Start Centre, the four (4) hour minimum shift shall be interpreted as an average four (4) hours work daily over the course of a four (4) week period. Strong Start Program Workers may be required to change their work week to include Saturdays. Two (2) consecutive days off will be provided.

18.03 Weekend Work

- (a) When circumstances requiring weekend work occur, the Board may change the shift of certain employees within the calendar week as provided below. In the event that the day or days off are changed to

follow the original day or days off, then forty-eight (48) hours notice will be given in advance of the original day or days off. In the event that the day or days off are changed to precede the original day or days off, then forty (40) hours notice must be given in advance of the new day or days off. It is agreed that when the foregoing procedure is not followed, then overtime will be paid for work performed on the original day or days off.

- (b) Weekend work will be offered in the following manner:
- (1) Less than four (4) hours work shall be offered to continuing employees at that location at overtime rates.
 - (2) Work of four (4) hours or more may be offered to temporary employees at regular rates or continuing employees at overtime rates.
 - (3) The Collective Agreement provides the basis for paying regular or overtime rates.
 - (4) In the event a continuing employee is on layoff the above shall not apply, and the work shall first be offered to the laid off employee pursuant to the Collective Agreement.

18.04 Alternate Work Week

When circumstances require a work week other than Monday to Friday for a duration of not less than eight (8) weeks, four (4) weeks notice will be given of the change.

18.05 Part-Time Custodians

Custodians employed less than full time will work their regular shift for the ten (10) months September to June, and in July and August will work as required by the Board.

18.06 Schools Not in Session

When schools are not in session, the custodial staff will normally work the day shift, provided the schools are unoccupied. When a planned maintenance program requires the use of specialized equipment, the Board reserves the right to require custodial staff to work the afternoon shift.

18.07 N.A.

18.08 Notification of Hours

The Board will advise all employees of the hours at which work begins and ends pursuant to Article 18, and of mealtimes.

18.09 Mealtime Break

Employees will take an unpaid mealtime break of at least one-half (0.5) hour in any shift exceeding four (4) hours. Mealtimes will not be taken at the beginning or end of a shift. No employee will work longer than five (5) consecutive hours without such a mealtime break.

18.10 Supplemental Assignments

- (a) Recognizing the desirability of adequate levels of constant income for part-time employees, the Board will continue to seek to provide supplemental assignments, within the framework of operational needs, to augment the earnings of those continuing employees working part-time who request such additional opportunities.
- (b) When the Board requires additional work to be performed during Summer, Spring, or Christmas Break, hiring preference shall be given to existing employees who would not normally work during those periods provided they have the necessary qualifications.
- (c) All temporary vacancies less than full-time will be posted as supplemental postings. Continuing employees with less than full-time hours, who are the successful applicant, shall be able to combine hours within their current assignment to top up their daily hour totals to the allowable maximums. No mileage will be paid.

18.11 Rest Break

Employees will be provided with a paid rest break of fifteen (15) minutes in each half of a full-time shift. Employees working less than a full-time shift shall be provided with a paid rest break during each continuous three (3) hours of working time. It is recognized that the employee is still on duty and may on occasion be interrupted from the rest break. Rest breaks must be taken at the location where the employee is working and cannot be combined with a meal break as outlined in Article 18.09, unless requested by the employee and preapproved by the employer.

18.12 Four (4) Hour Daily Minimum

- (a) The Board is committed to providing a minimum of four (4) hours of work for a continuing/continuing temporary employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (b) Exemptions from the four (4) hour minimum:
 - (1) student/noon hour supervisors
 - (2) EAs

- (3) small schools with fewer than seventy-five (75) students in which case a two (2) hour minimum will apply
- (4) other positions by mutual agreement
- (c) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement.
- (d) Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (e) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as “additional hours” and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the Collective Agreement.

ARTICLE 19 – OVERTIME AND CALLOUTS

19.01 Callout

- (a) A callout shall mean a need by the employer to have an employee report to work at any time while off shift and off site and for which the employee would receive a minimum of two (2) hours pay. All callouts shall be paid at two (2) times the regular hourly rate of pay. For pay purposes, subsequent callouts received to the same location within two hours of the initial callout shall be considered to be one callout.
- (b) An employee, while off shift, receives a work-related communication authorized by their supervisor, such that they can do the work of the Board without reporting to work, shall be compensated as follows:
 - (1) One-half (0.5) hour's pay at the employee's regular rate of pay or the length of the communication, whichever is greater.
 - (2) If a second communication on the same matter is received within one-half (0.5) hour it shall be considered as part of the first communication, unless the total time exceeds one-half (0.5) hour.
- (c) Overtime on Sunday

Employees required to work overtime on Sunday will be paid at double their regular rate of pay.

19.02 Overtime

All overtime must be authorized in advance by the Secretary-Treasurer or designate of the Board, and shall be paid at the rate of:

For Employees Whose Shift is Covered by Article 18.02 (a):

- (a) Time and one-half the employee's regular hourly rate of pay for each of the first two (2) hours worked in excess of eight (8) hours in any one day and double the employee's regular hourly rate of pay for each hour worked in excess of ten (10) hours in any one day.
- (b) Time and one-half the employee's regular hourly rate of pay for each of the first eight (8) hours worked in excess of thirty-five (35) hours in any one week, and double the employee's regular hourly rate of pay for each hour worked in excess of forty-three (43) hours in any one week, excluding hours worked in excess of eight (8) hours in any one day.

For Employees Whose Shift is Covered by Article 18.02 (a) and (b):

- (a) Time and one-half the employee's regular hourly rate of pay for each of the first three (3) hours worked in excess of eight (8) hours in any one day and double the employee's regular hourly rate of pay for each hour worked in excess of eleven (11) hours in any one day.
- (b) Time and one-half the employee's regular hourly rate of pay for each of the first eight (8) hours worked in excess of forty (40) hours in any one week, and double the employee's regular hourly rate of pay for each hour worked in excess of forty-eight (48) hours in any one week, excluding hours worked in excess of eight (8) hours in any one day.

For Employees Whose Shift is Covered by Article 18.02 (c) and (d):

- (a) Time and one-half the employee's regular hourly rate of pay for each of the first three (3) hours worked in excess of seven and one-half (7.5) hours in any one day and double the employee's regular hourly rate of pay for each hour worked in excess of ten and one-half (10.5) hours in any one day.
- (b) Time and one-half the employee's regular hourly rate of pay for each of the first seven and one-half (7.5) hours worked in excess of thirty-seven and one-half (37.5) hours in any one week, and double the employee's regular hourly rate of pay for each hour worked in excess of forty-five (45) hours in any one week, excluding hours worked in excess of seven and one-half (7.5) hours in any one day.

19.03 Banked Time

In accordance with Article 19.02, should a continuing employee request it, the supervisor may approve in lieu of overtime pay, time off at the appropriate overtime rate for such overtime worked. This banked time must be pre-approved by the supervisor.

- (a) For less than twelve (12) month continuing employees, this banked time must be used within the start and end date of an employee's appointment within the school year, and at the same location it was earned unless approved otherwise by the supervisor.
- (b) For twelve (12) month continuing employees, this banked time must be used within the calendar year, and at the same location it was earned. Hours banked within thirty (30) days from the end of the calendar year will be carried over into the following year.
- (c) For less than full-time custodians, additional hours worked in July and August may be banked and used prior to the start of the school year.
- (d) Every eight (8) hours banked needs to be scheduled on an approved leave form prior to any additional banked time being accrued.
- (e) No additional carry-over will be allowed unless approved in advance by the Secretary-Treasurer or designate of the Board. Such requests will not be unreasonably denied.
- (f) Notwithstanding (a), (b) and (c), no continuing employee will lose banked time.

ARTICLE 20 – SHIFT WORK

20.01 Custodial Split Day Shift

Custodial split day shift: Any shift commencing no earlier than 7:00 a.m. and before noon, and terminating at a time which is more than ten (10) hours after the time of commencement, provided that, where the senior custodian concerned and the supervisor of custodial services agree that it is mutually desirable, the custodial split day shift in that school may commence before 7:00 a.m., but not earlier than 6:00 a.m.

ARTICLE 21 – HOLIDAYS

21.01 List of Holidays

(a) Continuing employees and continuing temporary employees shall be entitled to any of the following statutory holidays with pay that fall between their start date and "layoff" date:

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

Any other day declared a statutory holiday by the provincial or federal government.

- (b) Entitlement to statutory holidays shall be in accordance with *Employment Standards Act*.
- (c) Where the statutory holiday falls on a weekend the provincial declaration shall apply, unless otherwise mutually agreed. Authorized leave, vacation, and sickness supported by a medical certificate shall count as working days for the purpose of this Article.

21.02 Holidays Falling on A Day Off

In the event of a holiday falling on an employee's regular day off, they shall be entitled to a day off with pay at their regular rate on a date determined by the Board and the Union.

21.03 Work Week Reduced

Employees will have their work week reduced by one-fifth (0.20) in any week in which a statutory holiday occurs.

21.04 Overtime Pay

An employee required to work on such holiday or day mutually agreed upon in lieu thereof shall receive, in addition to regular pay for that holiday, double their regular rate of pay for the time worked.

21.05 In Lieu Holiday Days

Should the school calendar established pursuant to the *School Act* and/or Regulation provide that school is in session on a holiday as listed in Article 21.01, a day in lieu will be granted on a mutually agreed day when school is not in session.

21.06 Statutory Holiday Pay

Statutory holiday pay will include any shift differentials and in-charge allowances pursuant to Schedule "C" which the employee would normally receive had they been working.

ARTICLE 22 – VACATIONS

22.01 General

- (a) Vacations may be taken during the year in which they are being earned, provided that employees who leave the Board's service after taking their vacation and before completing the vacation year shall have the value of any unearned vacation recovered from their termination pay.
- (b) Anyone commencing employment with the Board during the vacation year shall be entitled to proportional vacations for that year.
- (c) School term, seasonal, and part-time employees shall earn vacation credits proportionate to the number of days and/or hours they are paid.

22.02 Calculation

Vacation will be calculated as follows for 12-month employees and will be prorated for less than 12-month employees.

- (a) Employees with up to two (2) years of service - twelve (12) working days at the employee's regular rate of pay.
- (b) Employees with two (2) or more completed years of service - fifteen (15) working days at the employee's regular rate of pay.
- (c) Employees with seven (7) or more completed years of service - twenty (20) working days at the employee's regular rate of pay.
- (d) Employees with fifteen (15) or more completed years of service - twenty-five (25) working days at the employee's regular rate of pay.

- (e) Employees with twenty (20) completed years of service - add one day per year to a total of thirty (30) working days at the employee's regular rate of pay.
- (f) Notwithstanding the foregoing, no employee shall receive less than four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) of their earnings, depending on the employee's entitlement as provided above.
- (g) Continuing temporary employees with less than five (5) years of service - four percent (4%) of the employee's earnings.
- (h) Continuing temporary employees with five (5) or more years of service - six percent (6%) of the employee's earnings.

22.03 Vacation (12-month staff)

- (a) The vacation year shall be January 1st to December 31st.
- (b) Vacations must be taken during the year in which they are earned or within the subsequent twelve (12) months.
- (c) Vacations should be taken at a time most convenient to the operation of the school district. Employees may not combine a prior year's vacation and a current year's vacation, or part thereof, into one consecutive vacation without prior approval of the Board.
- (d) Employee requests for annual vacation time submitted by February 1st shall be considered, with seniority being the deciding factor should there be a conflict between employees requesting the same vacation period at the same time. A response shall be rendered by March 1st.
- (e) Requests received after February 1st will be provided a response within twenty-one (21) working days upon receipt by the supervisor.
- (f) Vacation pay will include any shift differentials and in-charge allowances pursuant to Schedule "C" which the employee would normally receive had they been working.

22.04 Vacation (10/11-month staff)

- (a) The vacation year shall be August 1st to July 31st.
- (b) Continuing employees, who are not required to work the days when schools are closed in the Christmas and spring breaks shall receive their normal salary, provided they have sufficient annual vacation credits. Any salary paid for days not worked during these breaks

shall be charged to vacation entitlement. Employees shall be notified of this provision when they are originally hired.

- (c) Continuing employees shall notify the Secretary Treasurer or designate by October 1st of each school year if they wish to apply any available (excess) vacation credits to non-instructional days after October 1st they are not required to work. Employees shall be notified of this provision when they are originally hired.
- (d) All unused vacation days/hours are to be paid in the pay period following the end of the employee's assignment, and the employee's pensionable service and contributory service will be credited with the same number of days/hours as the number of days/hours of unused vacation.
- (e) If eligible, statutory holiday pay will be paid in the pay period following the end of the employee's assignment.

ARTICLE 23 – SICK LEAVE PROVISIONS

23.01 Amount of Sick Leave

- (a) Sick leave shall be accumulated by continuing employees on the basis of one and one-half (1.5) working days per month, but the number of days for which an employee may be allowed full pay under this Article in any calendar year shall not exceed one hundred twenty (120) working days. All sick leave credits are cancelled or retained in the same manner as seniority is cancelled or retained as provided in Article 15.04. The accrual of sick leave credits in excess of two hundred (200) working days is restricted to accumulation on the above basis subsequent to September 30th, 1986.
- (b) Part-time continuing employees shall receive sick leave in proportion to the number of days they work. The same conditions as in Article 23.01(a) shall prevail.
 - (1) For those full-time employees who move from one schedule to another (thirty-five (35) hours/week to forty (40) hours/week, or the reverse), their accumulated sick leave in days would not be recalculated; i.e., an employee who has accumulated one hundred (100) days working thirty-five (35) hours/week and who moves to forty (40) hours/week would have one hundred (100) days accumulated of their new work day. Conversely, an employee who has accumulated one hundred (100) days working forty (40) hours/week and who moves to thirty-five (35) hours/week would have one hundred (100) days accumulated of their new work day.

- (2) For employees whose work week is adjusted, their accumulated sick leave will be adjusted to equate to their new work week; i.e., if a four (4) hour/day employee had accumulated sick leave of one hundred (100) of their working days and was appointed to an eight (8) hour/day position, their accumulated sick leave would be recalculated so that the employee would have fifty (50) days of their new working days. Conversely, if an employee's work day was reduced from eight (8) hours to four (4) hours, their accumulated sick leave in days would increase.
- (c) Sick leave will only accumulate in those months in which an employee has received pay from the Board, or is on leave of absence pursuant to Article 24.07(a).
- (d) The provisions of (a), (b), and (c) above will apply to continuing temporary employees.

23.02 Proof of Illness

Employees may be required to provide a medical certificate or proof of other appointment necessitating sick leave. Cost shall be shared 50/50 by the Board and the employee, with proof of receipt.

23.03 Other Employment

Sick leave will not be paid for injuries or illness incurred while in the employ of another employer where such injury or illness is covered by the Workers' Compensation Board.

23.04 Sick Leave Records

The amount of sick leave accrued by a continuing or continuing temporary employee will be displayed on their earning statement.

23.05 Board Notification

Employees will notify the Board as soon as possible if they are to be absent from duty because of sickness, health reasons, or accidents, and are expected to give the Board adequate notice of their anticipated return to work.

23.06 Medical Appointments

Employees shall make medical and dental appointments outside of their working hours. Where this is not possible, such leave will be charged against accumulated sick leave.

23.07 Minimum Paid Sick Leave

Casual employees shall be provided with sick leave in accordance with the provision of the Employment Standards Act
[https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/00_96113_01]

ARTICLE 24 – LEAVE OF ABSENCE

24.01 For Union Business with the Board

- (a) Time off with pay shall be granted to not more than four (4) elected representatives of the Union when it becomes necessary to transact business with the Board during working hours, upon application to, and permission of, the Secretary-Treasurer or designate of the Board.
- (b) Where attendance at a meeting with the Board results in overtime work, such overtime shall be at the established rate.

24.02 Other Union Business

Leave without pay may be granted to not more than six (6) representatives of the Union at any one time to attend to Union business. The total of such absences allowed shall not exceed one hundred and eight (108) person-days per year. The employee's salary shall be paid by the Board, and the Union shall reimburse the Board.

24.03 Bereavement Leave

- (a) A continuing employee shall be granted a maximum of three (3) days leave without loss of salary or wages, depending on the circumstances, in the case of death in the family (parent, spouse, child, brother, sister, grandparent, grandchild, daughter-in-law, son-in-law, or any person who lives with the employee as a member of the employee's family). Also included are father-in-law, mother-in-law, sister-in-law, brother-in-law, and stepfamily if time off is required.
- (b) Irrespective of the aforementioned, an additional two (2) days leave may be granted, to be deducted from the employee's sick leave credits, when there is a death in the continuing employee's immediate family, which for this purpose only is defined as the employee's spouse, children, or parents.
- (c) A continuing employee will be granted up to one (1) day without loss of pay, depending on the distance involved, to attend a funeral as a pallbearer.

- (d) Where an employee qualifies for bereavement leave during a period of paid vacation, there shall be no deduction from vacation credits for such absence.
- (e) If bereavement days are not continuous, upon submission of a leave of absence form, days not taken may be approved to be taken within a year of death to attend a memorial or celebration of life. Such requests should be made within a reasonable time of the death.

24.04 Illness in the Family

- (a) In the case of a confining or incapacitating illness of a member of a continuing employee's immediate family as defined in Article 24.03(b), where no one other than the employee can provide for the needs of the ill person, the Board may grant up to three (3) days leave with pay to be charged against accumulated sick leave. The Board may require a medical certificate.
- (b) In addition to the above leave, employees are entitled to access Critical illness or injury leave, in accordance with the provisions of the *Employment Standards Act*
[https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/00_96113_01]

24.05 Calculation for Use of Sick Leave Credits

The calculation for the use of sick leave credits for reasons other than personal illness or injury is limited to days earned in excess of nine (9) days during the employee's first year of employment, and days accumulated to the employee's credit which exceed twelve (12) days in each year of employment thereafter.

24.06 Jury or Witness Duty

Leave of absence will be granted without any loss of pay to a continuing employee required by subpoena to serve on a jury or give evidence as a witness, but any jury or witness fees received shall be paid to the Board. Leave of absence without pay will be granted to an employee who is a party to a court action. A copy of the subpoena must be attached to the leave form.

24.07 Maternity, Parental, and Adoptive Leave

- (a) Maternity and parental leave without pay will be granted pursuant to the Employment Standards Act.

- (b) In addition to the provisions of the Employment Standards Act all leave of absence without pay requested for the remainder of that school year or calendar year will be granted.
- (c) Employees granted leave per (b) above must submit a written notice of their intention to return to work to the Secretary-Treasurer or designate of the Board at least six (6) weeks prior to the date they wish to return.
- (d) A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act.

And in addition to the foregoing:

- (e) Employees with three or more years of service may be granted up to twenty-four (24) months leave of absence without pay upon written application by March 1st. Leave under this article must expire on June 30th in any year.
- (f) Employees granted leave per (e) above must submit a written notice of their intention to return to work by March 1st of the year they intend to return. Employees will be given employment and, where possible, will be employed in a position equivalent to the one held prior to the commencement of leave.
- (g) In the interest of the operation, all leaves of absence will normally match the operational cycle.
- (h) "Day of Birth" Leave. A continuing employee shall be granted one day leave of absence without loss of pay on the day of the birth of their child, and will, upon application, be granted up to a maximum of ten (10) days leave of absence without pay.
- (i) Adoptive Leave. In addition to adoptive leave granted pursuant to Article 24.07 (a), one (1) parent will be granted leave of absence without loss of pay to a maximum of three (3) days on the adoption of a child or when assuming legal guardianship. The length of such leave will be dependent on the circumstances and the distances involved. If both parents are employees (in this instance the term "employees" means all continuing school district employees and is not limited to employees covered under this Agreement), and both are required at the adoption of the same child, the combined leave of absence with pay granted shall not exceed four (4) working days.
- (j) The purpose of this Agreement is to provide a plan to supplement Employment Insurance benefits received by members of the Union for temporary unemployment caused by maternity.

- (1) Employees must have been continuing employees for thirty-six (36) months or more and have worked for a minimum of thirty (30) months.
- (2) Employees must prove that they have applied for and are in receipt of Employment Insurance benefits in order to receive payment under the plan.
- (3) SEIB (Supplemental Employment Insurance benefits) is payable for a period during which an employee is not in receipt of Employment Insurance (EI) if the only reason for non-receipt is the claimant is serving the one-week EI waiting period.
- (4) The benefit level paid under this plan for the first week of the leave is set at ninety-five percent (95%) of the employee's current weekly earnings. During this week, the total amount of SEIB payments and other earnings will not exceed ninety-five percent (95%) of the employee's weekly earnings.
- (5) The benefit level paid under this plan for up to a further sixteen (16) weeks is set at seventy-five percent (75%) of the employee's current weekly earnings. In any week, the total amount of SEIB payments and the weekly rate of EI benefits will not exceed seventy-five percent (75%) of the employee's weekly earnings.
- (6) SEIB payments will be kept separate from payroll records.

24.08 Domestic or Sexual Violence Leave

Employees are entitled to Domestic or Sexual Violence Leave, in accordance with the provisions of the *Employment Standards Act*.
[https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/00_96113_01]

24.09 Short Term Leave of Absence

The Board may grant leave of absence without pay and without loss of seniority to any continuing employee requesting same up to a yearly maximum of forty (40) working days.

24.10 Long Term Leave of Absence – School Year

- (a) Long term leave of absence in excess of forty (40) working days may be granted to any continuing employee with three or more years of service for good and sufficient cause. Returning employees will be given employment and, where possible, in a position equivalent to the one held prior to commencement of leave.

- (b) Employees seeking a leave of absence for the entire school year must submit a written request by March 1st for the subsequent school year. Any extensions requested for the following school year must also be made by March 1st.

24.11 Benefit Coverage While on Leave

A continuing employee granted leave of absence in excess of twenty (20) working days may continue to receive benefit coverage for medical, dental and group life insurance, provided the employee pays the full premium cost.

24.12 Cultural Leave for Indigenous Employees

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

ARTICLE 25 – PAYMENT OF WAGES AND ALLOWANCES

25.01 Wages Paid in Accordance with Schedules

Payment of wages and allowances shall be in accordance with Schedules "A", "B" and "C" attached hereto and forming part of this Agreement. Each new employee shall execute a form authorizing the Board to deposit all payment of wages and allowances to the credit of the employee's account in a savings institution.

25.02 N.A.

25.03 Kilometrage Allowance

Employees asked to use their cars in the performance of their duties will receive a kilometrage allowance as established from time to time by the British Columbia Government. A copy of any Government rate changes will be forwarded to the Local Union. Kilometrage claims shall be presented monthly to the School Board Office and will be paid routinely. The Board agrees to pay, in addition, a kilometrage allowance of five cents (\$0.05) per kilometer to employees using their vehicles to transport materials and equipment, other than tools required for normal trade functions, which may possibly result in additional wear and tear on the employee's vehicle.

Transportation of school board material and equipment that may result in additional wear and tear on the private vehicle will be discouraged.

25.04 Assignment to Job at Higher Rate of Pay

An employee specifically assigned in writing to a job at a higher rate of pay shall receive the prevailing rate for that position.

25.05 Transfers, Promotions, Demotions

When an employee transfers to a position with the same salary or increment range as their previous position, there shall be no change in salary or increment progression. An employee promoted or reclassified to a higher rated position shall be placed on the increment step, if any, of the new position which provides a salary closest above that received in their previous position. Employees who are demoted shall revert to the job rate not the start rate of their new pay grade.

25.06 Substituting/Replacing

- (a) When an employee replaces someone in a higher rated position, they shall be paid the rate of the position, provided:
 - (1) the employee is fully qualified in the position;
 - (2) the employee fills the position in excess of five (5) days;
 - (3) the length of the assignment is known prior to the commencement to be in excess of five (5) days, in which case the employee will receive the rate for the position on the first day, provided they are fully qualified.
- (b) When an employee with less than the required qualifications replaces someone in a higher rated position, for less than five (5) days, they shall be paid in accordance with Schedule "A" or "B".

25.07 First Aid Attendants

- (a) A continuing employee appropriately qualified in first aid and designated by the Board as a First Aid Attendant, shall be reimbursed course fees and renewal fees. Should it not be possible to schedule first aid examinations during non-working hours, the employee shall be granted leave of absence without loss of pay in order to write such examinations.
- (b) Courses will be taken whenever possible outside of normal working hours. When such courses are taken outside of normal working hours, the employee, upon successful completion, will receive

vacation credits at straight time for the length of the course instruction and related examination.

ARTICLE 26 – RETIREMENT AND RESIGNATION

26.01 Retirement Age

The retirement age for employees shall be as contained in the Municipal Pension Plan. Employees who so desire may complete the month in which their retirement age is reached, provided they advise the Board in writing.

26.02 Retirement Benefits

An employee who retires at fifty-five (55) years of age or older will be entitled to retirement benefits as follows:

- (a) if the employee's combined age and years of service totals seventy (70) years or more - thirty (30) days pay; plus, fifty percent (50%) of the accumulated sick leave credited to them in excess of one hundred (100) working days, to a maximum of fifty-two (52) days; or
- (b) if the employee's combined age and years of service totals eighty (80) years or more - forty-five (45) days pay; plus, one hundred percent (100%) of the accumulated sick leave credited to them in excess of one hundred (100) working days, to a maximum of sixty (60) days.

26.03 Retirement Notice

In order to be eligible for retirement benefits per Article 26.02, employees are required to give three (3) months' notice in writing to the Board.

26.04 Beneficiary

In the event of death before retirement, the value of retirement benefits for an employee who qualifies under Article 26.02 shall be paid to the employee's beneficiary. The parties may agree to waive the requirements of Article 26.03 for an employee who clearly communicated their intention to retire, but did not provide written notice prior to death.

26.05 Payment of Benefits

A retiring employee in receipt of retirement benefits under Articles 26.02 and 26.03 is not considered to be on staff during the time that they are in receipt of those benefits and is not entitled to any fringe benefit coverage beyond their retirement date. Benefits shall be taken in a lump sum calculated on the rate of pay of the employee on the date of their retirement.

Payment of the lump sum to the employee may be deferred until the first of the following year at the written request of the employee.

26.06 Resignation Notice

The Board shall expect one (1) month notice when an employee resigns from employment with the Board.

ARTICLE 27 – JOB CLASSIFICATION AND RECLASSIFICATION

27.01 Reclassifications

The Union shall be notified of any reclassification of schools, positions of employees, promotions and vacancies within the system, adjustments in wages, or alteration of working conditions affecting any employee, where possible at least five (5) full working days prior to such changes being affected.

27.02 New Classifications

The Board shall set the temporary rate of pay for any new classifications created. Within six (6) months of the establishment of the position and pay rate, a review will take place by the Job Evaluation Committee in accordance with its terms of reference.

27.03 General Classifications

For purposes of layoffs and recalls, the general classifications are:

- (a) Library clerk, education assistant, support worker, program worker except work experience program worker and international program worker.
- (b) Clerical, including administrative assistant, accounts clerk, help desk technical support clerk, and work experience program worker and international program worker.
- (c) Maintenance worker, custodian, technician and bus driver.

27.04 Job Evaluation Review

Should the job description or duties change from the point of view of management, Union, or the employee, the matter can be referred by any of these parties to the job evaluation review process for review of the job description and pay classification. It is expected that any appeals will be submitted to the job evaluation review process on an individual basis.

27.05 Job Evaluation Process

The Job Evaluation Committee shall consist of three (3) representatives from management and three (3) representatives of the Union. The Job Evaluation Committee will meet three (3) times per year, during February, June, and October, or those months agreed upon by the committee, to consider matters referred to the job evaluation process under Articles 27.02 and 27.04.

The Gender-Neutral Job Evaluation Plan agreed to between the Board and Union in September 1994 is the basis for all determinations.

The Job Evaluation Committee may recommend a change in the job description to the Secretary-Treasurer or designate of the Board. Once the job description for the position has been determined, the Job Evaluation Committee will conclude the evaluation of the position.

The committee may include the following processes in determining their recommendation:

- interviewing the employee and management
- review of the job fact sheet completed by the employee and signed off by the supervisor
- review the job description for the position
- review of the relativity of the position to related positions

Following the job evaluation review process, the Job Evaluation Committee will recommend to the Secretary-Treasurer or designate of the Board, the pay classification for the position. Should management reject the recommendation of the Job Evaluation Committee, or the Union disagree with the recommendation, the Union may dispute the matter through the grievance procedure.

Employees will have twenty-one (21) calendar days from receipt of the decision of the Job Evaluation Committee to appeal the pay grade classification. The employee's appeal application must include full documentation of the reasons for the appeal.

27.06 Final Rate of Pay

Should the final determination of the rate of pay through the job evaluation review process be an increased rate, it will be increased retroactively as follows:

- (a) if filled under Article 27.02 - retroactive to the date the position was established;
- (b) if filled under Article 27.04 - retroactive to the date the appeal was filed.

If the job evaluation review process results in a decrease, the rate will be decreased effective on the date of determination.

ARTICLE 28 – BENEFITS

28.01 Employee Benefits

Continuing employees appointed for fifteen (15) hours per week or more are eligible, upon completion of the necessary application forms, to participate in the following employee benefit plans:

(a) **Pension**

The pension plan as laid down in the Municipal Pension Plan. Coverage will be effective immediately following completion of probation.

(b) **Medical Coverage (Medical Services Plan of B.C.)**

Coverage will be effective on the first day of the month following receipt by a continuing/probationary employee of their first pay.

(c) **Extended Health Benefits**

(Must be insured under Medical Services Plan)

A mutually acceptable extended health plan. Coverage will be effective on the first day of the month following receipt by a continuing/probationary employee of their first pay.

Assists with medical expenses which are not fully covered or excluded from the Medical Services Plan, subject to the exclusions and limitations as outlined in the plan.

(d) **Group Life Insurance**

A mutually acceptable group life insurance plan. Coverage will be effective on the first day of the month following completion of probation. The employee may elect to purchase optional life insurance for themselves and their dependants at full cost to the employee.

The amount of life insurance will be payable to the designated beneficiary. Coverage is one and one-half (1.5) times annual earnings rounded to the next higher one thousand dollars (\$1,000) with a minimum of fifteen thousand dollars (\$15,000) and to a maximum of one hundred and fifty thousand dollars (\$150,000).

(e) **Dental Plan (Self-Insured)**

A mutually acceptable dental plan. Coverage will be effective on the first day of the month following completion of probation.

Preventive (oral exams, x-rays, fluoride)	Eighty percent (80%) of approved cost
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Restorative (restorations, oral surgery, extractions, periodontal treatment, endodontic treatment)	Eighty percent (80%) of approved cost
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Major Restorative (crowns, inlays, replacement of crowns after 12 months, bridgework, dentures, periodontal surgery)	Sixty percent (60%) of approved cost *Must be pre-authorized
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Orthodontia	Fifty percent (50%) of approved cost up to a lifetime maximum of one thousand five hundred dollars (\$1,500) per family member. *Must be pre-authorized.
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(f) **Long Term Disability Plan**

The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.

The Core LTD plan is one hundred percent (100%) paid by the Public Education Benefits Trust through government funding provided by the Trust. Members who are continuing employees working fifteen (15) hours or more per week are eligible. The elimination period is one hundred and twenty (120) calendar days. LTD benefits are taxable and calculated at sixty-six and six-seven hundredths percent (66.67%) of monthly earnings.

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

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

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

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

(g) Employee and Family Assistance Program (EFAP)

A mutually acceptable employee and family assistance program. Coverage will be effective on the first day of the month following receipt by a continuing or probationary employee of their first pay. Enrolment in the plan for such employees is compulsory.

Provides short-term counselling, advisory and information service to employees and their eligible family members for personal problems that affect work life, family life, and general well-being.

(h) Vision Care

The parties agree that effective January 1, 2001, the vision care benefit will be two hundred dollars (\$200.00) each twenty-four (24) month period.

28.02 Benefit Premiums

- (a) Premiums for the medical plan, extended health plan, group life insurance plan, and dental plan will be shared on the basis of ninety percent (90%) of the cost paid by the Board, and ten percent (10%) of the cost paid by the employee by payroll deduction.

Premiums for the employee and family assistance program will be shared on the basis of seventy-five percent (75%) of the costs paid by the Board, and twenty-five percent (25%) of the cost paid by the employee for continuing or probationary employees.

- (b) If the Board has approved a medically related leave of absence without pay for an employee who has insufficient sick leave to bridge the waiting period for long term disability benefits, the Board will continue to pay its share of premiums for medical, extended health,

and group life insurance coverage until the effective date of commencement of long-term disability benefits.

- (c) Premiums for the pension plan will be pursuant to the Municipal Pension Plan.

28.03 Compensation Adjustment

Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over, to the Board monies paid by the Workers' Compensation Board other than lump sum settlements or disability pensions. The Board shall pay the employee(s) so affected their normal and regular pay. The difference between the employee's pay and the Workers' Compensation Board cheque shall be deducted from the employee's accumulated sick leave credits.

28.04 Benefits - Continuing Temporary Employees

Salary in lieu of benefits will only apply to continuing temporary employees not in an assignment. These employees may request to waive participation in the benefits. If the employee waives benefits, they will continue to receive 16.3% of salary in lieu of benefits.

28.05 Benefits – Temporary Employees

Temporary employees shall be entitled to an additional 16.3 % of salary in lieu of benefits including vacation pay, statutory holiday pay and leaves.

28.06 Benefits – Workers' Compensation Board Claims

The Board will cover its share of the premium costs for continuing and continuing temporary employees on Workers' Compensation Board claims in accordance with Article 28.02 (a) for the medical services plan, extended health benefits, dental and group life insurance, and in accordance with Article 28.02 (b) for the employee and family assistance program.

The Board will pay such employees directly, upon receiving funding from the Workers' Compensation Board for employees on such a claim.

Pension deductions and appropriate deductions will be continued on any Workers' Compensation Board payments made through the employer. Employees will be eligible to purchase any remaining pension at full cost (employee and employer contributions, plus interest) upon satisfying the requirements for purchasing a partial leave of absence.

28.07 Optional Benefits/Savings Plans

The Board will make available the following optional benefits/savings plans through payroll deduction in accordance with district guidelines:

- (a) optional savings plan for Registered Retirement Savings Plans (RRSPs);
- (b) optional Deferred Salary Plan.
- (c) optional Summer Savings Plan

The Board shall set up an optional summer savings plan for less than twelve (12) month employees.

28.08 Safety in the Workplace

If an Employee Risk Reduction plan is required, the employee shall be consulted in the development, revision and implementation of the Plan.

ARTICLE 29 – HEALTH AND SAFETY

29.01 District Safety Committee

The Union shall appoint one of its members from each department to the School District Health and Safety Committee. The Board will be responsible for providing training for committee members.

29.02 WCB Regulations

Section 3.12-3.13 of the Workers' Compensation Act, Industrial Health & Safety Regulations, is considered to form part of this agreement.

29.03 Committee Investigation and Report

- (a) The Health and Safety Committee shall investigate and report as soon as possible on the nature and causes of an accident or injury, in compliance with Workers' Compensation Board regulations.
- (b) Employees working directly with students shall be advised of any relevant recorded medical information concerning the student.

29.04 Harassment

- (a) All employees have the right to work in an environment where there is mutual respect and where the early identification and positive resolution of workplace conflicts will be encouraged and supported by the Board.
- (b) The Board and its employees recognize the right and responsibility of employees, to work in an environment free from sexual harassment (defined as unwelcome sexual advances, requests for sexual favours, or other verbal comments of a sexual nature) and

- personal harassment (which includes verbal or non-verbal abuse, bullying, or other actions that serve no legitimate work purpose and which reasonably create an intimidating, humiliating, or hostile work environment).
- (c) Where the Union (in consultation with their members) and the Board have agreed to a joint intervention strategy or dispute resolution model, including but not limited to an Indigenous Alternate Dispute Resolution process, the Parties will attempt to resolve the conflict using that model, if it is applicable. Where either party determines that the dispute resolution model is not acceptable or that the dispute resolution process has been unsuccessful, they will advise the other party in writing and the model and process will not proceed. Participation in this process will not be used to prevent the Union from filing a grievance and the time limits referred to will be extended in all such cases.
 - (d) Where the Board is investigating a complaint of bullying or harassment, the timelines for the initiation of a grievance will not commence until the investigation has concluded, and the Board has communicated the outcome and any actions flowing from the investigation.
 - (e) Nothing in this Article 29.04 prevents the Board, Union, and relevant employees from mutually agreeing to information resolution or alternate dispute resolution methods, as outlined in Article 12.01 (b).

ARTICLE 30 – TECHNOLOGICAL CHANGES

30.01 Union Notification

Not less than ninety (90) days before the introduction of any technological change, the Board will advise the Union of its proposals and will request that the Liaison Committee meet within fifteen (15) days to consider these proposals.

30.02 Recommendations of the Committee

Not less than thirty (30) days before the introduction of any technological change, the Liaison Committee will make such recommendations as are agreed on to the Board to ensure that the interests of the Board and of the employees are fairly and effectively protected.

30.03 Instruction and Training

Employees adversely affected by a proposed technological change will be given proper instruction and a reasonable period of training to acquire the necessary knowledge or skill prior to any additional employees being hired.

Such training and instruction period will not exceed one hundred twenty (120) working days.

30.04 Job Changes

In the event that jobs change or are eliminated as a result of the introduction of any technological change, the Board will assign employees to other duties with on-the-job training as required and, if an employee's new job carries a lower rate of pay, with pay for three (3) months at the rate of the employee's previous job, followed by pay for a further three (3) months at a rate half-way between the rates of the employee's previous and new jobs, followed by pay at the rate of the employee's new job.

30.05 Layoffs

Any layoffs for reasons of technological change will be made pursuant to Article 17 of this Agreement.

30.06 Disputes

Any dispute arising out of the implementation of this Article shall be referred to the Liaison Committee, and if not settled harmoniously within thirty (30) days may be declared by either party to be a grievance.

ARTICLE 31 – SUPPLY OF COVERALLS

31.01 Supply of Coveralls

- (a) Machinists, mechanics, painters, and employees required to clean boilers or live sewage lines will be supplied with coveralls. The machinists, mechanics, and painters will be responsible for cleaning their coveralls.
- (b) Employees required to perform duties that could contaminate their clothing with hazardous materials will be supplied with appropriate safety apparel.

ARTICLE 32 – JOB SECURITY

32.01 Volunteers

The Board will not alter its method of operation by having volunteers replace employees on the job or perform work which would result in loss of wages. The scope of jobs presently performed by individuals such as supervisors and volunteers may continue.

32.02 Contracting Out

The Board will not contract out services or work performed by its employees which will result in a reduction in the work force, or loss of wages, or failure to recall those employees on layoff who are able to perform the work.

32.03 Community Volunteers and Cooperative Education/Work Experience Programs

The use of community volunteers or individuals involved in cooperative education programs or government-sponsored work experience programs shall not in any way adversely affect members of the bargaining unit, nor the creation of new positions within the bargaining unit.

ARTICLE 33 – INDIVIDUAL EDUCATION PLAN (IEP) INFORMATION

33.01 Access to Student Records

Subject to supervisor approval, Education Assistants/Program Workers/Indigenous Support Workers required to work with students that have an IEP, may attend the IEP meeting with pay, and have access to the IEP and any other information regarding the student that is necessary for the performance of their duties, during their normal working hours.

ARTICLE 34 – MEDICAL REQUIREMENTS

34.01 Examinations

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

ARTICLE 35 – N.A.

ARTICLE 36 – STAFF TRAINING

36.01 District Funds

The Board will annually budget funds for maintaining and upgrading skills pertinent to employees' current positions. Application for the use of such funds will be made through the district-based supervisor.

36.02 Out-of-District In-service

Reimbursement of expenses in connection with out-of-district in-service will be at current provincial government rates.

36.03 Professional Development Day

The Board will provide each continuing employee with the equivalent of one (1) day of in-service per calendar year without loss of pay, provided appropriate in-service can be arranged.

36.04 Professional Development Fund

- (a) A professional development fund shall be established for training of continuing employees. The fund shall be jointly administered by the Union and the Board, with equal representation, under the umbrella of the Liaison Committee.
- (b) The Board will contribute **twenty-eight dollars (\$28.00)** annually per continuing employee. Funds will be held in trust by the Board.

ARTICLE 37 – GENERAL

37.01 Acceptance of Employment

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

** Note: Both parties agree to change all pronouns to be gender neutral throughout the collective agreement **

ARTICLE 38 – TERM OF AGREEMENT

38.01 Term of Agreement

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

38.02 Extension of Term of Agreement

If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

38.03 Revisions to Collective Agreement


All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

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

Signed on Behalf of:
The Board of School Trustees of School
District No. 71 (Comox Valley)

Signed on Behalf of:
The Canadian Union of Public
Employees, Local 439

Carrie McVeigh, Secretary-Treasurer



President C.U.P.E. 439

PAY GRADE CLASSIFICATION

Job Title	Location	Pay Grade	Schedule
Automotive Service Technician (Chargehand)	Maintenance	14	B
Electrician/Heating Mechanic (Chargehand)	Maintenance	13	B
Plumber/Heating Mechanic (Chargehand)	Maintenance	13	B
Automotive Service Technician	Maintenance	12	B
H.V.A.C. Tradesperson – Plumber	Maintenance	12	B
Information Technology Network & Communication Technician	IT Centre	12	B
Carpenter (Chargehand)	Maintenance	11	B
Computer Technician	IT Centre	11	B
Electrician	Maintenance	11	B
Grounds Person (Chargehand)	Maintenance	11	B
Sheet Metal Worker/HVAC Assistant	Maintenance	11	B
Program Worker -Youth and Family	Schools	11	A
Carpenter	Maintenance	10	B
Plumber/Heating Mechanic	Maintenance	10	B
Senior Accounts Clerk	School Board Office	10	A
Program Worker Firewood Program	Sandwick Alternate	10	A
Program Worker Sandwick Technical Education Project (S.T.E.P.)	Sandwick Alternate	10	A
Distance Learning Senior Systems Clerk	NIDES	9	A
Education Assistant: Interpreter	Schools	9	A
Maintenance Accounts Clerk	Maintenance	9	A
Painter (Chargehand)	Maintenance	9	B
Plumber	Maintenance	9	B
Program Worker - Lifeskills	Schools	9	A
Program Worker - Strong Start	Schools	9	A
Senior Administrative Assistant – Secondary	Schools	9	A
Senior Administrative Assistant – Alternate Education	Schools	9	A
Senior Administrative Assistant – Educational Services	School Board Office	9	A
Senior Administrative Assistant – International Program	International Program	9	A
Accounts Clerk - Secondary	Schools	8	A
Accounts Clerk/Senior Administrative Assistant	NIDES	8	A
Distributed Learning Graphic Web Design Technician: Navigate	NIDES	8	A

CUPE Local 439 – and – the Board of Education of School District No. 71 (Comox Valley)

Education Assistant: Complex (Braille)	Schools	8	A
Education Assistant: Health Care	Schools	8	A
Education Assistant: Therapeutic Intervention Program	Schools	8	A
Help Desk Technical Support Clerk	IT Centre	8	A
Human Resources Clerk – 1	School Board Office	8	A
Painter	Maintenance	8	B
Payroll Clerk	School Board Office	8	A
Payroll/Accounts Clerk	School Board Office	8	A
Payroll/Attendance Management System Help Desk Clerk	School Board Office	8	A
Graphic Design/Print Shop Technician	Learning Resources Centre	8	A
Senior Administrative Assistant – Aboriginal Education	Aboriginal Education Centre	8	A
Senior Administrative Assistant - Junior	Schools	8	A
Senior Administrative Assistant – Student Services	Student Services	8	A
Sr. Administrative Assistant-Learning Resource Centre Services	Learning Resources Centre	8	A
Senior Administrative Assistant - Elementary	Schools	8	A
Student Services Computer Support Worker	Student Services	8	A
Program Worker - Work Experience	Schools	8	A

PAY GRADE CLASSIFICATION

Job Title	Location	Pay Grade	Schedule
Aboriginal Support Worker (Cultural)	Schools	7	A
Aboriginal Support Worker (Home/School)	Schools	7	A
Behaviour Resource Home/School Support Worker	Schools	7	A
English Language Learning (ELL) Home/School Support Worker	Student Services	7	A
Accounts Clerk	School Board Office	6	A
Education Assistant: Behaviour Resource (Elementary and Secondary)	Schools	6	A
Education Assistant: Secondary Low Incidence	Schools	6	A
Education Assistant: Secondary Low Incidence SS Itinerant	Schools	6	A
Education Assistant: Student Services – Secondary	Schools	6	A
Facilities/Resources Clerk	Maintenance	6	A
Grounds Person – Level 3	Maintenance	6	B
Human Resources Clerk – 2	School Board Office	6	A
Program Worker - Cafeteria	Schools	6	A
Program Worker – Science Lab	Schools	6	A
Receptionist/Clerical Support	School Board Office	6	A
Aboriginal Support Worker (Elementary/Secondary)	Schools	5	A
Administrative Assistant	Schools	5	A
Administrative Assistant – Professional Development Committee	School Board Office	5	A
Bus Driver	Maintenance	5	B
Distributed Learning Clerk	NIDES	5	A
Education Assistant: Elementary Low Incidence	Schools	5	A
Education Assistant: Elementary Low Incidence SS Itinerant	Schools	5	A
Education Assistant: Elementary Resource	Schools	5	A

CUPE Local 439 – and – the Board of Education of School District No. 71 (Comox Valley)

Education Assistant: Elementary Resource SS Itinerant	Schools	5	A
Education Assistant: Student Services - Elementary	Schools	5	A
Education Assistant: Secondary Resource	Schools	5	A
Education Assistant: Secondary Resource SS Itinerant	Schools	5	A
Grounds Person – Level 2	Maintenance	5	B
Program Worker - International	International Program	5	A
Library Clerk – Elementary/Secondary	Schools	5	A
Program Worker – Student Travel	School Board Office	5	A
Science Library Clerk	Learning Resources Centre	5	A
Senior Custodian	Schools	5	B
Strong Start Program Worker		5	A
Custodian	Schools	4	B
Grounds Person – Level 1	Maintenance	4	B
Substitute Rate – Schedule A	District	4	A
Program Worker - Concession	Schools	3	A
Student Rate	District	2	
Supervision Assistant	Schools	1	A

HOURLY WAGE SCHEDULE

CUPE - General GRADE	Effective July 1, 2022		Effective July 1, 2023		Effective July 1, 2024	
	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	1	2	1	2
1	\$ 18.39	\$ 18.82	\$ 19.63	\$ 20.09	\$ 20.02	\$ 20.49
2	\$ 23.81	\$ 24.40	\$ 25.42	\$ 26.05	\$ 25.93	\$ 26.57
3	\$ 24.57	\$ 25.13	\$ 26.23	\$ 26.83	\$ 26.75	\$ 27.37
4	\$ 25.32	\$ 25.89	\$ 27.03	\$ 27.64	\$ 27.57	\$ 28.19
5	\$ 26.09	\$ 26.65	\$ 27.85	\$ 28.45	\$ 28.41	\$ 29.02
6	\$ 26.85	\$ 27.41	\$ 28.66	\$ 29.26	\$ 29.23	\$ 29.85
7	\$ 27.57	\$ 28.14	\$ 29.44	\$ 30.04	\$ 30.03	\$ 30.64
8	\$ 28.31	\$ 28.86	\$ 30.22	\$ 30.81	\$ 30.82	\$ 31.43
9	\$ 29.06	\$ 29.62	\$ 31.02	\$ 31.62	\$ 31.64	\$ 32.25
10	\$ 29.80	\$ 30.38	\$ 31.81	\$ 32.43	\$ 32.45	\$ 33.08
11	\$ 30.58	\$ 31.11	\$ 32.64	\$ 33.21	\$ 33.29	\$ 33.87
12	\$ 31.30	\$ 31.88	\$ 33.41	\$ 34.03	\$ 34.08	\$ 34.71
13	\$ 32.05	\$ 32.61	\$ 34.21	\$ 34.81	\$ 34.89	\$ 35.51
14	\$ 32.79	\$ 33.37	\$ 35.00	\$ 35.62	\$ 35.70	\$ 36.33
15	\$ 33.56	\$ 34.13	\$ 35.82	\$ 36.44	\$ 36.54	\$ 37.17
16	\$ 34.31	\$ 34.92	\$ 36.63	\$ 37.28	\$ 37.36	\$ 38.03

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

** NOTE: After six (6) months in a position, an employee shall receive a pay increment from step 1 to step 2 at that position's pay grade.

EA HOURLY WAGE SCHEDULE

CUPE - EA's GRADE	Effective July 1, 2022		Effective July 1, 2023		Effective July 1, 2024	
	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	1	2	1	2
1	\$ 18.59	\$ 19.02	\$ 19.93	\$ 20.39	\$ 20.47	\$ 20.94
2	\$ 24.01	\$ 24.60	\$ 25.72	\$ 26.35	\$ 26.38	\$ 27.02
3	\$ 24.77	\$ 25.33	\$ 26.53	\$ 27.13	\$ 27.20	\$ 27.82
4	\$ 25.52	\$ 26.09	\$ 27.33	\$ 27.94	\$ 28.02	\$ 28.64
5	\$ 26.29	\$ 26.85	\$ 28.15	\$ 28.75	\$ 28.86	\$ 29.47
6	\$ 27.05	\$ 27.61	\$ 28.96	\$ 29.56	\$ 29.68	\$ 30.30
7	\$ 27.77	\$ 28.34	\$ 29.74	\$ 30.34	\$ 30.48	\$ 31.09
8	\$ 28.51	\$ 29.06	\$ 30.52	\$ 31.11	\$ 31.27	\$ 31.88
9	\$ 29.26	\$ 29.82	\$ 31.32	\$ 31.92	\$ 32.09	\$ 32.70
10	\$ 30.00	\$ 30.58	\$ 32.11	\$ 32.73	\$ 32.90	\$ 33.53
11	\$ 30.78	\$ 31.31	\$ 32.94	\$ 33.51	\$ 33.74	\$ 34.32
12	\$ 31.50	\$ 32.08	\$ 33.71	\$ 34.33	\$ 34.53	\$ 35.16
13	\$ 32.25	\$ 32.81	\$ 34.51	\$ 35.11	\$ 35.34	\$ 35.96
14	\$ 32.99	\$ 33.57	\$ 35.30	\$ 35.92	\$ 36.15	\$ 36.78
15	\$ 33.76	\$ 34.33	\$ 36.12	\$ 36.74	\$ 36.99	\$ 37.62
16	\$ 34.51	\$ 35.12	\$ 36.93	\$ 37.58	\$ 37.81	\$ 38.48

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

** NOTE: After six (6) months in a position, an employee shall receive a pay increment from step 1 to step 2 at that position's pay grade.

WAGE INCREASES AND TRADES ADJUSTMENT

Job Title Trades	Pay Grade	Effective July 1, 2022		Effective July 1, 2023		Effective July 1, 2024	
		STEP 1	STEP 2	STEP 1	STEP 2	STEP 1	STEP 2
		Automotive Service Technician (Chargehand)	B14	\$ 35.71	\$ 36.27	\$ 38.10	\$ 38.70
Automotive Service Technician	B12	\$ 34.23	\$ 34.76	\$ 36.52	\$ 37.09	\$ 37.25	\$ 37.83
Carpenter (Chargehand)	B11	\$ 33.47	\$ 33.98	\$ 35.71	\$ 36.26	\$ 36.42	\$ 36.98
Carpenter	B10	\$ 32.71	\$ 33.28	\$ 34.90	\$ 35.51	\$ 35.59	\$ 36.22
Electrician/Heating Mechanic (Chargehand)	B13	\$ 34.94	\$ 35.52	\$ 37.28	\$ 37.90	\$ 38.02	\$ 38.65
Electrician	B11	\$ 33.47	\$ 33.98	\$ 35.71	\$ 36.26	\$ 36.42	\$ 36.98
HVAC Tradesperson-Plumber	B12	\$ 34.23	\$ 34.76	\$ 36.52	\$ 37.09	\$ 37.25	\$ 37.83
Painter (Chargehand)	B9	\$ 31.97	\$ 32.52	\$ 34.11	\$ 34.70	\$ 34.79	\$ 35.39
Painter	B8	\$ 31.21	\$ 31.78	\$ 33.31	\$ 33.91	\$ 33.97	\$ 34.58
Plumber/Heating Mechanic (Chargehand)	B13	\$ 34.94	\$ 35.52	\$ 37.28	\$ 37.90	\$ 38.02	\$ 38.65
Plumber/Heating Mechanic	B10	\$ 32.71	\$ 33.28	\$ 34.90	\$ 35.51	\$ 35.59	\$ 36.22
Plumber	B9	\$ 31.97	\$ 32.52	\$ 34.11	\$ 34.70	\$ 34.79	\$ 35.39
Sheet Metal Worker/HVAC Assistant	B11	\$ 33.47	\$ 33.98	\$ 35.71	\$ 36.26	\$ 36.42	\$ 36.98
New Pay grade	B15	\$ 36.48	\$ 37.04	\$ 38.93	\$ 39.52	\$ 39.70	\$ 40.31
New Pay grade	B16	\$ 37.23	\$ 37.81	\$ 39.72	\$ 40.34	\$ 40.51	\$ 41.14

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

Targeted Wage Increases

Retroactive to July 1, 2022, a Targeted Wage Increase shall be applied to employees in the following classifications:

- Computer Technician – Increase Pay from SB 10 to SB 11
- Information Technology Network & Communication Technician – SB 11 to 12
- Increase Steps 1 and 2 in July 1, 2021 “Wage Increases and Trades Adjustment” grid by .25c per hour
- Increase the pay of all Education Assistant Classifications by:
 - 20 cents per hour effective July 1, 2022
 - 10 cents per hour effective July 1, 2023; and
 - 15 cents per hour effective July 1, 2024

Professional Development Fund

The remainder of the DS 71 local funding allocation shall be placed into a professional development fund which will be jointly agreed on it’s application and uses:

- Year 1- \$9,000;
- Year 2 - \$4,500; and
- Year 3 - \$15,500

NOTES ON SALARY SCHEDULES

Schedule “A” - Clerical

1. The Board retains the right to reduce the time period specified for granting the increment.

Schedule “B” - Maintenance

Government Sponsored Programs
Apprentices

1. The Board retains the right to reduce the time period specified for granting the increment.

Employees hired on government-sponsored programs which are not covered by work normally performed by members of the Union shall be accorded the Labourer rate of pay, PG B3.

The provisions outlined below will apply to apprentices for pay purposes only. All other conditions of employment will be in accordance with agreement between the Board, The Ministry of Labour's Apprenticeship Training Branch, and the apprentice employee. Apprentices will be engaged by the Board as temporary employees but will be eligible for fringe benefits.

Start	–	5 pay grades below full trade pay
Completion of 1 st year		4 pay grades below full trade pay
Completion of 2 nd year	–	3 pay grades below full trade pay
Completion of 3 rd year	–	2 pay grades below full trade pay
Completion of 4 th year	–	1 pay grades below full trade pay

Where for reasons beyond the apprentice's control they are unable to complete a year of apprenticeship, the Board agrees to retroactively reinstate the appropriate wage level to the anniversary date, upon successful completion.

Salary Schedule “C” - Allowances

1. Shift Differential

Afternoon shift	6.6667%	of applicable regular hourly rate
Night shift	8.0%	of applicable regular hourly rate
Split shift	2.5%	of applicable regular hourly rate

Weekend work Jan. 1/99

Day	\$1.76 per hour
Afternoon	\$1.76 per hour
Night	\$1.96 per hour

2. Maintenance

~~Jan. 1/99~~

Temporary lead hand	\$0.36 per hour
Raw sewage premium	\$2.00 per hour

3. In-Charge Allowances

In-charge allowances for custodial and maintenance chargehand are incorporated into the rates as a result of the job evaluation plan.

Letter of Understanding No. 1

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 71
("The Board")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 438
("The Union")

Re: Job Evaluation Maintenance Plan

Given that the Job Evaluation Plan is a final plan, the proposed Maintenance Plan cannot be accepted in its entirety.

Given that Union and Management Job Evaluation Committee members have jointly participated in the CUPE Maintenance Plan training, and have the financial knowledge of the Job Evaluation process, it is proposed that:

1. The drafting of a Maintenance Plan be referred to the Job Evaluation Committee, and,
 - The resulting Maintenance Plan be reviewed by the Liaison Committee; and
3. The final Maintenance Plan will jointly be approved by CUPE and the Board.

On this 19th day of April 1998, at:

Signed this _____ day of _____ 1998

For CUPE Local 438

For School District No. 71

[Handwritten signature]
President Local 438

Carric McVeigh, Secretary-Treasurer

Letter of Understanding No. 2

BETWEEN:

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 71
("The Board")**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 439
("The Union")**

**Re: Community Volunteers and Cooperative Education/Work Experience
Programs**

It is recognized that Article 32.03 provides that the use of community volunteers or individuals involved in cooperative education programs or government-sponsored work experience programs shall not in any way adversely affect members of the bargaining unit, nor the creation of new positions within the bargaining unit. Therefore, the parties agree:

1. That the supervision and training of students involved in such programs as cooperative education and work experience by employees covered by this agreement shall be on a voluntary basis only; and
2. That supervision of volunteers by employees covered by this agreement shall be voluntary.

Letter of Understanding No. 3

BETWEEN:

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 71
("The Board")**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 439
("The Union")**

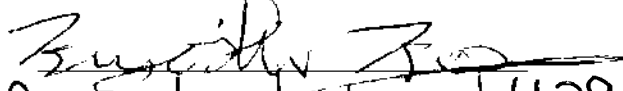
Re: National Day for Truth and Reconciliation

In the event that the provincial government declares Truth and Reconciliation Day on a different day than the federal government, the parties agree that only the provincial holiday will be observed for the duration of the collective agreement. This Letter of Understanding shall expire at the conclusion of this collective agreement (2022-2025).

Signed this _____ day of _____, 2022.

For CUPE Local 439

For School District No. 71


President Local 439

Carrie McVeigh, Secretary-Treasurer

Letter of Understanding No. 4

BETWEEN:

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 71
("The Board")**

AND

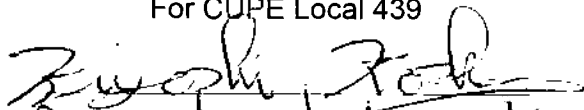
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 439
("The Union")**

Re: Non-Instructional Day

Employees employed as an Education Assistant, Program Worker, Support Worker, or Indigenous Support Worker shall be provided with a paid training/professional development day on one (1) designated non-instructional day per year. The day selected shall be communicated by management at the commencement of each school year, and shall be provided to all active employees in the listed classifications on the designated day.

Signed this _____ day of _____, 2022.

For CUPE Local 439


President Local 439

For School District No. 71

Carrie McVeigh, Secretary-Treasurer

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

- (d) 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.

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

15. Production of Local Collective Agreements

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

16. Demographic, Classification and Wage Information

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

17. Unpaid Work

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

18. Education Assistant Credential Standardization

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

19. Provincial Framework Bargaining 2025

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

20. Provincial Dispute resolution

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

21. Funding

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

22. Employee Support Grant

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

23. Adoption of the Provincial Framework Agreement

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

Dated this 15th day of September, 2022.

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

K-12 Presidents' Council and Support Staff Unions

BC Public School Employers' Association

_____ "Paul Simpson" _____

_____ "Leanne Bowes" _____

_____ "Justin Schmid" _____

_____ "Bruce Anderson" _____

_____ "Kirsten Daub" _____

_____ "Alan Chell" _____

_____ "Jeff Virtanen" _____

_____ "Kyle Uno" _____

_____ "Gray Boisvert" _____

_____ "Tammy Sowinsky" _____

_____ "Tammy Carter" _____

_____ "Rae Yu" _____

_____ "Michelle Bennett" _____

_____ "Richard Per" _____

_____ "Patti Pocha" _____

_____ "Ken Dawson" _____

_____ "Denise Bullock" _____

_____ "Nancy Brennan" _____

_____ "David Bollen" _____

_____ "Eric Harvey" _____

_____ "Monica Brady" _____

_____ "Alex Dounce" _____

_____ "Warren Williams" _____

_____ "Tim DeVivo" _____

_____ "Jane Massy" _____

_____ "Amber Leonard" _____

_____ "Jason Franklin" _____

_____ "Christina Forsyth" _____

_____ "Tammy Murphy" _____

_____ "Jeannette Beauvillier" _____

_____ "Daun Frederickson" _____

_____ “Tracey O’Hara” _____

_____ “Katarina DiSimo” _____

Appendix A Provincial Framework Agreement

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

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

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

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

Original signed on 15th September, 2022 by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Paul Simpson

Appendix B

Service Improvement Allocation

**School District No. 71 (Comox Valley)
and
CUPE Local 439**

The parties have agreed that the Service Improvement Allocation of \$112,780 provided for in Item 3, Local Bargaining, of the Provincial Framework Agreement will be allocated as follows effective July 1, 2020:

- Additional paid in-service day for Education Assistants, Program Workers, Support Workers, and Indigenous Education Workers \$ 53,200
- Two (2) paid in-service days for temporary and continuing temporary employees 24,000
- Employer to pay employee's portion of ProD fund contribution 2,660
- Streamline post and fill process for continuing temporary employees 32,795
- Increase raw sewage premium to \$2.00/hr. 125

The employer is under no obligation to spend more than the Service Improvement Allocation amount of \$112,780 in any given year.

Unspent funds will be carried forward to the following year.