

**MEMORANDUM OF AGREEMENT  
“MoA”**

**Between**

**BOARD OF EDUCATION of SCHOOL DISTRICT NO. 8 (Kootenay Lake)  
“Employer”**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES CUPE, Local 748  
“Union”**

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

**Continuing Provisions of the Current Collective Agreement**

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

**Effective Date**

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

**Changes to the Revised Collective Agreement**

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

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

[Appendix B](#) – Local Memorandum of Agreement between the Board of Education of School District No.8 (Kootenay Lake) and the Canadian Union of Public Employees Local 748, dated XX February, 2023 which sets out all other agreed changes to the Collective Agreement.

**Ratification**

This MoA is subject to ratification by the Board of Education of School District No. 8 (Kootenay Lake), the British Columbia Public School Employers' Association, and the membership of CUPE Local 748.

AGREED

CUPE Local 748

Board of Education of School District No. 8  
(Kootenay Lake)

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## MOA - Appendix A

### Provincial Framework Agreement (“Framework”)

between

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

and

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

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

#### **1. Term**

July 1, 2022 to June 30, 2025

#### **2. Wages Increases**

General wage increases as follows:

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

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

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

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

#### **3. Wage Increase Retroactivity**

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

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

#### 4. COLA Adjustment

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

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

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

#### 5. Public Sector Wage Increases

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

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

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

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

**6. Local Table Bargaining Money**

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

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

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

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

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

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

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

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

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

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

### **Structure:**

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

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

### **Mandate:**

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

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

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

**Terms of Reference:**

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

**Funding:**

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

**9. Safety in the Workplace**

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

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

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

The Provincial Joint Health and Safety Taskforce will:

- a) develop Terms of Reference to support training on the 2021 Workplace Violence Prevention Toolkit and the joint health and Safety Evaluation Tool;

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

## **11. Job Evaluation**

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

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

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

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

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



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

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

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

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

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

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

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

## **12. Committee Funding**

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

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

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

- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

#### **14. Benefits**

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

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

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

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

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

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

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

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

#### **17. Unpaid Work**

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

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

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

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

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

### **20. Provincial Dispute resolution**

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

### **21. Funding**

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

### **22. Employee Support Grant**

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

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

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

Dated this 15th day of September, 2022.

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

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

\_\_\_\_ "Paul Simpson" \_\_\_\_\_

\_\_\_\_ "Justin Schmid" \_\_\_\_\_

\_\_\_\_ "Kirsten Daub" \_\_\_\_\_

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

\_\_\_\_ "Leanne Bowes" \_\_\_\_\_

\_\_\_\_ "Bruce Anderson" \_\_\_\_\_

\_\_\_\_ "Alan Chell" \_\_\_\_\_

\_\_\_ “Jeff Virtanen” \_\_\_\_\_

\_\_\_ “Gray Boisvert” \_\_\_\_\_

\_\_\_ “Tammy Carter” \_\_\_\_\_

\_\_\_ “Michelle Bennett” \_\_\_\_\_

\_\_\_ “Patti Pocha” \_\_\_\_\_

\_\_\_ “Denise Bullock” \_\_\_\_\_

\_\_\_ “David Bollen” \_\_\_\_\_

\_\_\_ “Monica Brady” \_\_\_\_\_

\_\_\_ “Warren Williams” \_\_\_\_\_

\_\_\_ “Tim DeVivo” \_\_\_\_\_

\_\_\_ “Jane Massy” \_\_\_\_\_

\_\_\_ “Amber Leonard” \_\_\_\_\_

\_\_\_ “Jason Franklin” \_\_\_\_\_

\_\_\_ “Christina Forsyth” \_\_\_\_\_

\_\_\_ “Tammy Murphy” \_\_\_\_\_

\_\_\_ “Jeannette Beauvillier” \_\_\_\_\_

\_\_\_ “Daun Frederickson” \_\_\_\_\_

\_\_\_ “Tracey O’Hara” \_\_\_\_\_

\_\_\_ “Katarina DiSimo” \_\_\_\_\_

\_\_\_ “Kyle Uno” \_\_\_\_\_

\_\_\_ “Tammy Sowinsky” \_\_\_\_\_

\_\_\_ “Rae Yu” \_\_\_\_\_

\_\_\_ “Richard Per” \_\_\_\_\_

\_\_\_ “Ken Dawson” \_\_\_\_\_

\_\_\_ “Nancy Brennan” \_\_\_\_\_

\_\_\_ “Eric Harvey” \_\_\_\_\_

\_\_\_ “Alex Dounce” \_\_\_\_\_

## Provincial Framework Agreement – Appendix A

### Letter of Agreement (“Letter”)

#### Between:

BC Public School Employers Association (“BCPSEA”)

#### And:

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

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

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

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

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

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

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BCPSEA  
Leanne Bowes

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K-12 Presidents' Council  
Paul Simpson

## MOA - Appendix B

### Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2019 – June 30, 2022 local Collective Agreement between the Board of Education of School District No. 8 (Kootenay Lake) and CUPE Local 748.

Each signed off item is attached for reference.

Article	Item
PFA	Recommend Adoption of the Provincial Framework Agreement
5.02	Union membership from date of hire not 30 days
6.04	New Employees – include initiation fee
7.01	Labour Management Committee – add “The union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees.”
8x	NEW Indigenous Cultural Leave – 2 days paid, 2 days unpaid
8.03	Bargaining Representatives – additional representatives at local’s expense
10.14	T4 slips emailed not mailed
11.02	Remove dated reference from last CA
12.01	Statutory Holidays - Entitlement, include National Day for Truth and Reconciliation
15	NEW Health and Wellness Plan
15.02	Add apostrophe to month’s
16.03	Loss of Seniority – include no shifts offered to list of reasons
23	Delete use of SIA funds for Professional Development
25.04	Employee Right of Representative – provide 48 hours’ notice
27.02	Remove “Mr. Ready” from list of arbitrators
28.01	EA Support to Schools – remove bullet #6
29.01	Update term to 2022-2025 throughout
Schedule A	Add ECE to wage schedule
Schedule A	LMA
Schedule C	Add ECE to classifications
Appendix D	Adjust as attached
NEW - LOU 8	Mutually agree to review postings, layoff, bumping and recall
Housekeeping	Change gendered pronouns to gender neutral
New LOU	Implementation of automated shift callout
LOU 4	Deleted
LOU 1, 2, 3, 5, 6	Renewed

Agreed \_\_\_\_\_  
DATE

CUPE Local 748

Board of Education of School  
District No. 8 (Kootenay Lake)

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## PROVINCIAL FRAMEWORK

The employer and union table and recommend adoption of the 2022 Provincial Framework Agreement.

ARTICLE 5.02            UNION MEMBERSHIP REQUIREMENT

All employees of the Board shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall become and remain members in good standing in the Union ~~within thirty (30) of employment~~ **upon their date of hire.**

CUPE Local 748

Board of Education of School  
District No. 8 (Kootenay Lake)

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6.04 New Employees

In the case of a new employee, a deduction shall be made proportionate to time worked from his cheque in his first (1st) pay period of employment.

**The initiation fee shall also be deducted from their first cheque.**

CUPE Local 748

Board of Education of School  
District No. 8 (Kootenay Lake)

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7.01 Committee

A Labour-Management Committee shall be set up comprised of representation of the Board and up to four (4) members of the Union. Either party may bring additional representatives as resource persons when required and must notify the other party in advance of the meeting. Their attendance shall be by mutual agreement which shall not be unreasonably withheld. **The union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees.**

CUPE Local 748

Board of Education of School  
District No. 8 (Kootenay Lake)

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**8x Indigenous Cultural Leave**

- 1. Indigenous employees are entitled to up to two days leave with pay and two days without pay per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.**
- 2. A minimum of 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.**

CUPE Local 748

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Board of Education of School  
District No. 8 (Kootenay Lake)

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8.03 Bargaining Representatives

A maximum of four (4) CUPE bargaining representatives in the employ of the Board shall attend collective bargaining meetings without loss of remuneration. Such representatives will be entitled to eight (8) hours pay per day of bargaining. The Board agrees to pay a mileage allowance for one vehicle. **Additional CUPE bargaining representatives can be in attendance at CUPE 748 expense.**

CUPE Local 748

Board of Education of School  
District No. 8 (Kootenay Lake)

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ARTICLE 10.14 T-4 SLIPS

T-4 slips will be ~~mailed~~ **emailed** to employees no later than the last day of February.

CUPE Local 748

Board of Education of School  
District No. 8 (Kootenay Lake)

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ARTICLE 11.02      PART-TIME EMPLOYEES

- a) A part-time employee working less than the regular working hours per day or week shall be paid at overtime rates for hours worked beyond the individual employee's regular or normal working hours.
- b) This does not preclude the Board from offering an employee holding a regular posted position of less than full time the opportunity to work more hours than their posting on an occasional basis up to full time at straight time rate of pay.
- c) For the purpose of (b), employees in any classification will be able to work up to forty (40) hours before the application of the overtime provisions.
- d) Clause 11. 01 — Definition of Overtime does not apply to Education Assistants, who when requested to participate in either curricular or extracurricular activities, will be paid at straight time for seven (7) hours. Additional hours worked will, at the option of the employee, be paid at time and one half or banked at time and one half to a maximum of an additional seven (7) hours per day.

CUPE Local 748

Board of Education of School  
District No. 8 (Kootenay Lake)

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**ARTICLE 12 - STATUTORY HOLIDAYS**

12.01 Entitlement

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

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

or the days proclaimed under the laws of British Columbia in their stead, or any other day proclaimed by the Federal or Provincial Governments. Should the schools be required to be in session on any Statutory Holiday, employees required to work on such a holiday will be granted an alternate day off in lieu of the Statutory Holiday worked. The alternate day off will be taken at a mutually acceptable time, but no later than the conclusion of the employee's next annual vacation.

There shall be ten (10) Statutory Holidays for ten (10) month employees, eleven (11) Statutory Holidays for eleven (11) month employees, and twelve (12) Statutory Holidays for twelve (12) month employees.

Ten (10) -month employees

New Year's Day	Boxing Day
Family Day	Thanksgiving Day
Victoria Day	Good Friday
Remembrance Day	Labour Day
Easter Monday	Christmas Day
<b>National Day for Truth and Reconciliation</b>	

CUPE Local 748

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Board of Education of School  
District No. 8 (Kootenay Lake)

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## **ARTICLE 15 – BENEFITS (NEW)**

### **Wellness Benefit Plan**

The Employer recognizes there are a wide variety of activities that lead to improved physical and mental fitness. The Employer will reimburse employees for pre-approved expenses related to activities and/or programs that lead to improved physical and mental fitness.

Such activities must be action oriented and/or educational and designed to modify lifestyles or behaviours to increase or improve physical and mental fitness.

The annual allowance for wellness expense reimbursement is:

Regular and Temporary Employees - \$230 2022/2023 school year, \$350 going forward.

Employee status at January 1<sup>st</sup> will determine annual eligibility.

Each qualifying employee may receive wellness expense reimbursements to the maximum annual allowance in each calendar year starting each January 1<sup>st</sup>.

Eligible expenses/programs include, but are not limited to:

1. Fitness club memberships;
2. Registration fees for fitness-related programs or lessons, such as aerobic classes, yoga, dance lessons, figure skating and outdoor survivor training;
3. Sports team memberships and registration fees;
4. Annual memberships, such as golf;
5. Court fees, green fees, ski passes, lift tickets and race registrations;
6. Personal trainers, fitness consultants, lifestyle consultants and exercise physiologists;
7. Durable equipment such as treadmills, exercise bikes and universal gym;
8. Skates, roller blades, bicycles, specialized athletic footwear, tennis racquets, golf clubs, paddle board and aquatic equipment, safety helmets and specialized sports equipment;
9. Weight management programs;
10. Smoking cessation programs and supplies;
11. Nutrition programs and counselling;
12. Maternity services (prenatal classes, mid-wife services and doula services);
13. Services for the following registered paramedical and alternative health practitioners: reflexologist, iridologist, herbalist, homeopath, athletic therapist, Chinese medical practitioner, shiatsu physiotherapist, therapist, acupressurist, speech therapist, psychologist, acupuncturist, massage therapist, podiatrist, chiropodist, naturopath, chiropractor, osteopath, audiologist, dietician, occupational therapist, optometrist, ophthalmologist, clinical counsellor;
14. Stress management programs;
15. Cholesterol and hypertension screening;
16. First aid and CPR (cardiopulmonary resuscitation) training;
17. Health assessments;
18. Allergy tests;
19. Vitamins & supplements, including herbal products;
20. Other alternative wellness services: Reiki, Ayurvedic medicine, touch therapy, Rolfing light therapy, and any other alternative not covered by benefits;
21. Costs for immunizations and travel medications;

- 22. Costs for medical examinations not covered by provincial medical plans;**
- 23. Costs related to counselling on substance use;**
- 24. Winter driving courses.**
- 25. Top up of current benefits**

**Employees may seek pre approval from the Employer on services not included on this list.**

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ARTICLE 15.02      MEDICAL

Regular employees who have completed one (1) calendar ~~months~~ **month's** service within the previous twelve (12) calendar months may participate in the mutually approved Medical Plan. The Board will pay one hundred percent (100%) of the premium.

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16.03 No Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, **lack of offered shifts** or leave of absence approved by the Board.

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23.04 Service Improvement Monies Allocation

The parties have agreed that the Service Improvement Allocation of \$63,430 provided for in Item 3, Local Bargaining of the Provincial Framework Agreement will be allocated as follows effective July 1, 2020:

1. Professional Development Fund Article 23.05 Allocation = \$53,930  
**(deleted as of July 1, 2022)**
2. Education Assistant Overtime, Article 11.02 Allocation = \$8,000
3. Curricular/Extra Curricular Bus Driver Overtime and Meals, Appendix A Allocation = \$1,500

Any remaining funds available at the conclusion of the year will be rolled over to the following year. The employer is under no obligation to expend more than the \$63,430 per year provided for by the Provincial Framework Agreement.

**Effective July 1, 2022, the monies allocated under 23.04(1) will be reallocated to fund other items in this Collective Agreement, monies allocated under 23.04(2) and 23.04(3) will continue.**

23.05 Professional Development

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

~~Effective~~ **Between** July 1, 2020 **and June 30, 2022** the parties ~~had have~~ allocated \$53,930 from the Service Improvement Fund towards Professional Development and agreed that monies will be used to cover the cost of professional development training, including costs associated with hiring external providers to deliver this training. Sessions may include motivational or wellness topics for all CUPE employees. The training will be held on a regular scheduled working day including but not limited to the closure days. Scheduling of the training will meet the operational requirements of the District. Such funds will be administered by a subcommittee of the Labour Management Committee which will be comprised of equal representation from CUPE and the Employer.

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25.04 Employee Right of Representative

~~If during a discussion with a Supervisor an employee feels he requires representation because of possible disciplinary consequences, he shall be allowed, upon request, to have a Shop Steward or Area Union Representative present.~~

**Any discussion with an employee where there is a potential for discipline, the employee will be advised that they have the right to request a union representative in attendance. The employee shall be provided with at least forty (48) hours' notice of any such discussion as well as the nature of the issue.**

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ARTICLE 27.02      ARBITRATOR

Where 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, ~~Mr. Ready, or a substitute~~ **an arbitrator**, agreed to by the parties, shall at the request of either party:

- (i) investigate the difference;
- (ii) define the issues in the differences; and
- (iii) make written binding decision to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

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28.01 Education Assistant Support to Schools

~~6. Significant Detriment~~

~~Definition of Significant Detriment:~~

~~The term Significant Detriment refers to a high level of detriment suffered by a student if there is to be a change in Education Assistant. On an annual basis, circumstances that are considered when determining significant detriment may include, but are not limited to, the following: medical fragility, emotional well being, home environment, diagnosis, age and length of time in the school system.~~

- ~~a) The Director of Independent Learning Services will discuss the student support requirements with those individuals involved with the IEP, including the Education Assistant working with the student.~~
- ~~b) Prior to determining Significant Detriment, the Director will discuss the situation with the Union.~~
- ~~c) Should Significant Detriment be determined by the Director, the Union may request that it be referred to the Standing Committee comprising two management personnel and two Union personnel. The final decision will rest with the Director of Independent Learning Services.~~
- ~~d) Should the Union dispute the invoking of Clause 18.09 Education Assistant Movement, the parties agree that the issue will be referred to a mediator provided by the Labour Relations Board.~~
- ~~e) The provisions of Articles 18.09 & 19.05 may also be applicable.~~

[remainder of article to remain the same]

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ARTICLE 29            TERM OF AGREEMENT

29.01 Term

This Agreement shall remain in effect commencing July 1, ~~2019~~ **2022** through the period ending June 30, ~~2022~~ **2025**.

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SCHEDULE A      WAGE RATES

*Add*

Early Childhood Educator

*to the schedule.*

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**Schedule A**

**Targeted Wage Increases**

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

- **Increase the Youth and Family Worker classification by:**
  - **.35 cents per hour effective July 1, 2022**
  - **.25 cents per hour effective July 1, 2023**
  
- **Increase the Custodian classification by:**
  - **.38 cents per hour effective July 1, 2022**
  - **.28 cents per hour effective July 1, 2023**
  
- **Increase the Labourer classification by:**
  - **\$1.10 dollar per hour effective July 1, 2022**
  - **\$1.00 dollar per hour effective July 1, 2023**
  
- **Increase the French Language Tutor classification by:**
  - **.35 cents per hour effective July 1, 2022**
  - **.25 cents per hour effective July 1, 2023**

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SCHEDULE C          CLASSIFICATIONS

*Add*

**Early Childhood Educator**

An employee in this classification leads before and after school care and works in partnership with the teacher and administrator to provide effective childcare services.

*to the schedule.*

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**APPENDIX “D”**

**CALL-OUT PROCEDURES**

**PURPOSE:**

This procedure has been developed to streamline the process of calling employees for casual work in a fair, equitable and cost-efficient manner. The intent of this procedure is to offer casual work on a seniority basis to qualified employees for work of less than thirty (30) shifts in duration to allow them to:

- ◆ increase their earnings (extra hours, higher rate, etc)
- ◆ more favorable working hours
- ◆ gain experience in another area they are qualified in.

**DEFINITIONS:**

**Call-Out**

An offer of casual work over and above regularly assigned hours up to full-time equivalent or to replace employees who are absent due to illness, leave, vacation or other similar circumstances.

This call-out procedure is not intended to include any overtime work, except for in some special situations that arise that may necessitate the need for the called-out employee to work in excess of FTE hours provided that the regularly assigned staff are not able to work the overtime.

Scheduled overtime and emergency call-out overtime will be handled under a separate call-out procedure.

**Layoff**

Refers to those employees laid off with re-call rights.

**Call-Out Committee**

A Committee comprising two (2) Union and two (2) Management representatives that will settle issues and differences that arise from this procedure.

**Extra Bus Trips**

All bus trips other than posted bus runs.

**Extension of Bus Runs**

Offers of additional work that either precede or follow a posted bus run with no interruption.

**Vacancies**

Refers to replacement of employees in posted positions.

## **CALL-OUT LISTS:**

Call-out lists will be developed for each classification in the following geographical area of the School District:

Nelson (includes the North Shore and Blewett)  
Slocan Valley (includes Playmore, Winlaw and Slocan)  
Creston (includes Erickson, Canyon and Wynndel)  
Kaslo/Meadow Creek  
Crawford Bay  
Salmo  
Yahk

### **Who Can Participate**

Employees holding posted positions provided:

- the work is in a classification other than their posted position
- work in their own classification if the work provides an increase in hours and/or rate of pay

All other employees, by seniority and ability to perform the duties of the job.

### **How to Get On the Call-Out List**

Complete the Call-Out Registration Form/**Profile** and forward it to the Board Office in Nelson. If an employee wishes to be called for work other than her/his posted classification, he/she will be required to provide information on his/her qualifications, training and experience.

An employee can register on as many lists as she/he wishes, provided she/he has the qualifications.

The employee has the right to indicate refusal to a specific school and/or assignment by indicating on the Call-Out Registration Form/**Profile**.

Once registered, if the employee wishes to alter **the Call-Out Registration Form/Profile** ~~any of their registrations with regard to geographical area, specific school and/or assignment, or to be removed from a geographical list,~~ she/he will do so in writing to the Board at any time. The Board will change the information within ten (10) days of receipt of the request.

Once the completed Call-Out Registration Form/**Profile** has been received, Management has ten (10) days from receipt to up-date the list(s).

If, after the initial startup phase of this process is completed, an employee submits the completed Call-Out Registration Form/**Profile**, she/he will not be permitted to displace an employee already assigned.

Management will be responsible for organizing and maintaining the lists as well as distributing them to supervisory staff and the Union (Secretary and all Stewards).

### **What Qualifications/Training are Required**

The qualifications and training will be as required by the current job description for each classification. Where this work includes the operation of special equipment (backhoes, tractors, etc.) the employee must be checked out by the Supervisor of that department regarding the safe operation of this equipment, prior to being placed on the list. This provision must be completed within ten (10) working days of receipt of the completed Call-Out Registration Form/**Profile** provided equipment is available.

### **CALL-OUT PROCEDURE:**

Employees will be called by seniority in the following order:

- a. regular employees "including laid off employees"
- b. temporary employees
- c. casual employees

Employees will be contacted a maximum of five (5) working days prior to the assignment. ~~If two (2) or more positions are available at any time, the most senior employee on the list will be given the choice of positions~~ **The most senior employee will be offered the longest shift within the employee's Call Out Profile, as set by the employee. Employees will indicate availability in their profile based on school sites, geographic locations, maximum or minimum shift lengths and dates and/or times.**

Once a call-out has been accepted, the individual is expected to remain on the assignment until:

- ◆ the incumbent returns; or
- ◆ after four (4) shifts is replaced by an employee with more seniority; or
- ◆ the position is filled in the posting process.

### **Types of Call-Outs**

Call-outs will be categorized as follows:

- a) Day to day vacancies or offers of work (one (1) to four (4) shifts)
- b) Weekly (five (5) to twenty-nine (29) shifts) Note: shifts refer to consecutive days
- c) Clerical assistance – summer months
- d) Bus drivers – extra bus trips

Positions that are known to be or anticipated to be thirty (30) shifts or more will be posted as required by the Collective Agreement.

#### **A. Day to day vacancies or offers of work**

Vacancies of four (4) shifts or less will be filled in order of seniority from the call-out list by employees provided the work will not interfere with their posted position(s).

Work site Supervisors with more than one (1) employee qualified to fill the vacancy will offer to shift personnel to cover vacancies of four (4) shifts or less. If



there are no qualified employees on site, the vacancy will be filled in order of seniority from the call-out list. Note: worksite is defined as a school or facility for all classifications except Bus Drivers and Maintenance personnel. The worksite for Maintenance workers is the site they are dispatched from regularly. The worksite for Bus Drivers is the marshalling point for their posted run.

B. Weekly

If the vacancy is known to be beyond four (4) shifts or extends beyond four (4) shifts, it will be filled in order of seniority from the call-out list. Once an employee accepts a position they must remain in that position until the assignment is complete.

Should the vacancy identified in this clause run beyond four (4) shifts, the position will be offered to employees for the fifth (5<sup>th</sup>) – twenty-ninth (29<sup>th</sup>) shifts, in order of seniority from the call-out list.

Vacancies of five (5) to twenty-nine (29) shifts will be filled by employees who will be called in order of seniority from the call-out list.

Call-out will be based on the following criteria:

- ◆ positions of four (4) or more hours will be replaced for a minimum of four (4) hours
- ◆ positions of less than four (4) hours will be replaced for the position's approved hours
- ◆ split shift driving positions will be replaced a minimum of two (2) hours per segment
- ◆ day trip callouts shall be a minimum of two (2) hours unless the trip is an extension of a shift
- ◆ positions vacant due to absences for union business:
  - vacancies due to CUPE paid leave will be replaced for the entire absence.
  - vacancies due to Board paid union leave, replacement will occur for absences of two (2) hours or more.
- ◆ IEP Meetings for Education Assistants and Youth and Family Workers shall be a minimum of two (2) hours.

Special considerations may be required regarding special needs students in relation to replacement for these purposes. When the call-out registration form/**Profile** is received and the Board has a requirement for special considerations and/or concerns, the issue will be referred to the standing committee for resolve. The committee has four (4) days to meet and resolve the issue.

C. Clerical Assistance – Summer Months

When clerical assistance is required at schools or other School District facilities during the months of July and August the following process will be used:

- i) The work will be offered to the person at the site who currently performs the

- work; or
- ii) If that person declines the work, it will be offered to the most senior qualified Secretary at the site; or
- iii) To each of the next most senior qualified Secretaries at the site until the offer of work is accepted; or
- iv) Should no one at the site accept the offer of work, to the most senior qualified Secretary on the area Call-Out list; or
- v) To qualified Secretaries on the Call-Out list in order of seniority until the offer is accepted.

D. Bus Drivers – Extra Trips

An exemption from the provision of interfering with posted positions is made to Regular Part-Time School Bus Drivers who are eligible to take extra bus trips, provided it does not place them into an overtime position.

Extra bus trips will be dispatched based on seniority, from those registered on the appropriate area call out list.

Bus run extensions are not considered extra bus trips. These are offers of work and will be dispatched in accordance with a) above.

Refusals

Employees who verbally refuse three (3) consecutive call-outs for other than acceptable reasons, **Effective September 2023, at the end of each school year, if an employee on the casual/on call list has not accepted at least 50% of shifts offered during the school year where the employee had availability, as reflected in their Call-Out Registration Form/Profile, including school sites, geographic locations, classifications, maximum or minimum shift lengths and dates and/or times, and the refusal is not for an acceptable reason including those listed below** they shall be removed from the call-out list. Upon such removal the Union will be notified in writing. Acceptable reasons would include, but not be limited to: illness, home children care, distance to the call-out point more than 100 km, round trip, already working.

Employees who are removed from the call-out list for refusing call-outs as outlined above, will be returned to the list after three (3) months. It is the employee's responsibility to request the return.

Employees who will not be available for a period of time are required to advise the dispatcher and have the responsibility to advise when they will again be available.

Marshalling Points

Marshalling points for trades and labour positions will be the respective Maintenance Shops referred to in the posting, unless an alternate site is mutually agreed to between the Board and the Union.

For all other positions it will be at the site that has the vacancy. Employees from other geographical areas may fill these positions at no additional cost to the Board.

**When May I Expect To Receive a Call-Out**

For most positions, call-outs will generally be made between 6:00 a.m. – 9:00 a.m. each day.

For afternoon shift custodians, call-outs will generally be made by 12:00 noon each day.

**General Note**

We have tried to consider all possibilities in relation to this procedure.

If problems or issues arise regarding this ‘working document’ they will be referred to a standing committee for resolve. The committee will meet within four (4) days of a request to deal with an issue.

Call-Out Registration Form/**Profile** – to be completed and mutually agreed on.

All decisions made by the call-out committee will be communicated to the dispatchers.

CUPE Local 748

Board of Education of School  
District No. 8 (Kootenay Lake)

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LETTER OF UNDERSTANDING NO. 8  
between  
CUPE LOCAL 748  
and  
THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)

RE: Postings, Layoff, Bumping and Recall

The Board and the Union agree to sign a letter of understanding to jointly review procedures for postings, layoff, bumping and recall.

The joint review shall begin no later than April 1, 2024 and shall be completed by December 31, 2024. Any revisions to the Collective Agreement language as a result of this joint review shall be by mutual agreement.

CUPE Local 748

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ALL ARTICLES

Change this Agreement to use the pronouns “they/them/theirs” to denote gender neutral language both singular and plural.

CUPE Local 748

Board of Education of School  
District No. 8 (Kootenay Lake)

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**Letter of Understanding X  
Between**

**Board of Education of School District No. 8 Kootenay Lake  
(Hereinafter referred to as "the Employer")**

**and**

**Canadian Union of Public Employees Local 748  
(Hereinafter referred to as "the Union")**

**(Collectively, "the Parties")**

**Re: Implementation of automated shift call out**

**This Agreement is without prejudice and precedent to the Collective Agreement and other agreements between the Parties and will not be used by the Parties in any future grievances, arbitrations or other hearings except to enforce the terms agreed between the Employer and the Union.**

**If the Employer chooses to implement the SFE automated shift call out system (the "System") with one or more classifications, the parties agree to the following:**

- 1. The System must be configured in a manner that is consistent with "Appendix D" and includes SFEs capability for employees to log on, view and select shifts available to them based on their seniority (i.e. "shopping" option for shifts).**
- 2. The Parties will set joint meetings to review:**
  - a. System capabilities, including the ability of the System to permit employees to log in and select available shifts based on their seniority.**
  - b. Communication plans for each classification.**
  - c. Training plans for each classification.**
  - d. Rollout plans for each classification.**
  - e. Other relevant issues or information as identified by the Parties.**
- 3. The Parties will set joint meetings to periodically discuss any issues arising from the implementation of the System.**
- 4. For the first six (6) months after implementation, the Employer will provide the Union with roll-up bi-weekly data on call outs/fills. After six (6) months, this information will be provided monthly.**
- 5. Missed opportunities due to system/human error or other disputes are subject to the grievance procedure.**

**This letter of understanding expires at the end of the 2022-2025 Collective Agreement unless the Parties agree to extend.**

CUPE Local 748

Board of Education of School  
District No. 8 (Kootenay Lake)

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LOU 1, 2, 3, 5, 6	Renew [LOU 2 to be put on hold until next round of bargaining. ]
LOU 4	Delete

CUPE Local 748

Board of Education of School  
District No. 8 (Kootenay Lake)

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