

**COLLECTIVE AGREEMENT**

between

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 748**

**Term:  
July 1, 2022  
To  
June 30, 2025**

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## **ARTICLE 1 - PREAMBLE**

### 1.01 Preamble

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

- (1) To promote harmonious relations and settle conditions of employment between the Board and the Union.
- (2) To recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scale of wages, etc.
- (3) To encourage efficiency in operation.
- (4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

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

NOW, THEREFORE the Parties agree as follows:

### 1.02 Singular/Plural – Masculine/Feminine

Wherever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

## **ARTICLE 2 - THE BOARD'S RIGHTS RE EMPLOYEES**

### 2.01 Management

The Union recognizes the undisputed right of the Board to operate and manage the schools in accordance with its commitments and responsibilities and to make and alter, from time to time, rules and regulations to be observed by employees, such rules and regulations shall not be contrary to any provisions of this Agreement. Such rules and regulations or amendments will be communicated in writing to the Union.

### 2.02 Hiring/Discipline/Demotion/Discharge

The Board shall always have the undisputed right to hire employees, and subject to this Agreement, the right to discipline, demote and discharge employees for just cause.

### 2.03 Administration of Collective Agreement

The administration of the terms of this Agreement will fall within the jurisdiction of the Superintendent/CEO or the person designated as responsible for Personnel Relations.

## **ARTICLE 3 - DEFINITIONS**

### **3.01 Regular Employees**

Regular employees are employees either full-time or part-time who hold a posted position.

### **3.02 Temporary Employees**

Temporary employees are employees who have completed sixty (60) days continuous or broken employment within a twelve (12) month period.

Temporary employees will not be employed on a continuous basis for more than six (6) months unless mutually agreed between the Board and the Union.

Once an employee becomes temporary they will be shown as such on the seniority list.

### **3.03 Casual Employees**

Casual employees are employees who work on an intermittent basis, but who have not completed sixty (60) days employment within a twelve (12) month period.

Casual employees have no seniority (see Clause 16.04 – New Employee Probation Period) qualify for no benefits, paid leaves or sick leave. Casual employees will be paid fifteen percent (15%) payment on their gross pay to compensate for vacations (6%), statutory holidays (4%) and benefits (5%).

A call-out list for casual employees will be kept with the longest term employees being given preference for call-outs in their classifications and geographical area.

Call-out procedure shall be as Appendix D - "Call Out Procedures".

### **3.04 Students**

All students employed under Government Funded Programs are covered by this Agreement.

When students are employed when grants are applied for, the Union agrees to waive the posting procedure for filling these positions. The maximum number of students will be four (4). The Board will ensure a balance of CUPE and non CUPE relatives in these positions. The rate of pay for students will be according to Schedule A of this Agreement. Students will not accumulate seniority.

## **ARTICLE 4 – HUMAN RIGHTS**

### **Section 1 – No Discrimination**

#### **4.01 No Intimidation or Discrimination**

The Board agrees that there shall be no intimidation or discrimination against any employee by reason of their activities as a member of the Union, and the Union agrees that there shall be no intimidation on its part towards any employee of the Board.

#### **4.02 No Discrimination**

The Board, Union and employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in any matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, sex, sexual orientation, or marital status, nor by reason of their membership in a Labour Union, and the employees shall at all times and in like manner act in good faith toward the Board.

#### **4.03 Statement of Intent**

The Union and the Board recognize the right of employees to work in an environment free from all harassment. Therefore, the Union and the Board agree to cooperate in resolving any complaints of harassment which may arise in the workplace.

Sexual harassment shall be defined as any unwanted sexually oriented practice that undermines an employee's health or job practice or endangers an employee's employment status or potential.

Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation.

#### **4.04 Harassment Resolution Procedure**

##### **Step 1**

The complainant, if comfortable with the approach, shall inform the alleged offender of the behavior and request that the behavior cease. If the complainant is not comfortable with the approach then the complainant may ask a colleague, shop steward or other Union representative, or appropriate management representative for advice and assistance. If the harassment ends, the matter is considered closed.

## Step 2

If the complainant is not satisfied with the outcome of the above encounter, the complainant may submit a written complaint to the superintendent or designate, with a copy to the Union, identifying the alleged offender and detailing the specific behaviour or comments which are alleged to be harassment. Such a complaint shall be filed, as soon as possible, and within forty (40) calendar days of the behaviour or comment giving rise to the complaint.

## Step 3

The Superintendent or designate shall examine the nature of the complaint. If a formal investigation is warranted by the Superintendent or designate, the investigation shall be conducted by a trained and designated harassment investigator. The complainant may request that the investigator shall be of the same gender as the complainant and, where practicable, the request will not be denied.

## Step 4

An employee who is not satisfied with the outcome of their complaint may exercise the rights of the Collective Agreement under Article 4.05 Employee Grievance.

### 4.05 Employee Grievance

An employee may initiate a grievance under this clause at Stage 3 of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

### 4.06 Board Policy

Any changes to Board Policy in these areas will be made in consultation with all the education parties.

### 4.07 Duty to Accommodate

The Union, the Board and the employee requesting accommodation agree to consult and co-operate with each other on issues relating to Duty to Accommodate.

The following process will be followed:

1. Where the employee makes a request for accommodation, the Board and the Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and options with respect to the accommodation of the employee. The parties agree to work together to consider how the employee's disability can best be accommodated without causing undue hardship to the Board, the employee, or the Union. The affected employee shall participate and cooperate fully in this process.

2. The parties agree that they will attempt to accommodate employees as follows, in order of preference:
  - In the employee's current position;
  - In the employee's current classification;
  - In another classification with equivalent hours/rate of pay, but for which the employee possesses the required qualifications per the District job description;
  - In another classification which does not have equivalent hours/rate of pay, but for which the employee possesses the required qualifications per the District job description.
3. In considering the feasibility of the options set out in (2) above, the parties shall consider options such as, but not limited to, the modification of duties, shifts and equipment.
4. It is understood and agreed that nothing in this protocol will require the Board, the Union or the affected employee to agree to an accommodation which would impose undue hardship. The Board agrees that it will endeavour not to impose an accommodation which has the effect of abridging or infringing collective agreement rights of other bargaining unit members, unless there is no other reasonable alternative.
5. Agreements between the parties regarding the accommodation of employees shall be reduced to writing.
6. In the event that there is a change in the accommodated employee's circumstances, including a lessening or worsening of the employee's disability, the parties agree to review the accommodation.

The parties recognize the requirements to comply with the rules and regulations of the Labour and Human Rights Codes for accommodations covered under said rules and regulations.

## **ARTICLE 5 – UNION SECURITY**

### **5.01 Bargaining Authority**

The Board recognizes the Union as the exclusive representative for the purposes of conducting collective bargaining regarding rates of pay, hours of work, and all other working conditions of the employees of the Board, as long as the Union retains its right to conduct collective bargaining on behalf of such employees, under provisions of the Labour Relations Act as certified by the Labour Relations Board, and excepting those having authority to hire or discharge employees and those employed in a confidential capacity as defined by the Labour Relations Act of British Columbia.

The following positions shall be excluded from coverage under this Agreement:  
Executive Assistants three (3) FTE

### **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 upon their date of hire.

### **5.03 No Agreements**

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

### **5.04 New Employees**

The Board agrees to acquaint new employees with the fact that a Collective Agreement between the parties is in effect and with the conditions of employment set out in Article 5 - Union Security and Article 6 – Union Deductions.

New employees shall be introduced to the new employee's Union steward or representative on commencement of employment.

### **5.05 Change in Employee Status**

The Board agrees that any recommendation or matters considered by the Board relating to rates of pay, promotions, hiring or discharge of all temporary, casual and regular employees covered by the terms of this Agreement shall be communicated, in writing, to the Union at the time of their consideration and decision by the Board.

#### 5.06 Correspondence

The Board agrees that all correspondence between the Board and the Union related to matters covered in this Agreement shall be sent to the President, Vice-Presidents and Secretary of the Union. The Board agrees that a copy of any correspondence between the Board and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement shall be forwarded to the President, Vice-Presidents and Secretary of the Union.

#### 5.07 Copies of Resolutions

Email copies of regular Board meeting minutes and By-laws and Policies as adopted by the Board will be forwarded to Secretary of the Union.

#### 5.08 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for work that members of the Canadian Union of Public Employees are unable to handle and except in cases mutually agreed upon by the parties.

#### 5.09 Contracting Out

Work normally performed by the bargaining unit regular employees will not be contracted out without mutual agreement provided:

- (i) there are sufficient qualified, employees available to do the work within the projected time limits;
- (ii) the Board has the equipment or facilities (based on present levels) to do the work.

Determination of work to be contracted out under this clause will be made by the Scope of Work Committee (see Appendix "B") which is comprised of representatives of Management and the Union based on the current guidelines as agreed to by the parties.

No regular employee of the Board shall lose their job or suffer reduction of hours as a result of the Board contracting out work.

The Board and the Union recognizes the advantages of utilizing local contractors and where it is cost effective and lawful, local contractors will be given preferential consideration.

#### 5.10 Work Stoppages/Lockouts

The Union agrees that neither it, nor any of its representatives, nor any employee, shall in any way authorize, encourage or participate in any strike, walk-out, or suspension of work on the part of any employee, or group of employees and that



at all times its members shall, under the direction of the Board, maintain all schools during the life of the Agreement, and the Board agrees that there shall be no lock-out of members of the Union during the life of this Agreement.

#### 5.11 Picket Line Protection

An employee covered by this agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees. Failure to cross such a picket line or to perform the work of striking or locked out employees where a legal strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

#### 5.12 Bulletin Boards

The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location in all work-sites, provided that the use of such shall be restricted to the postings of notices regarding the business affairs, meetings, social events and reports of the Union.

## **ARTICLE 6 - UNION DEDUCTIONS**

### **6.01 Deductions**

The Board agrees to deduct all Union dues and initiation fees in accordance with the provisions of the Labour Relations Act of British Columbia.

### **6.02 Remittance**

The Board shall, during the life of this Agreement, deduct, as a condition of employment, a sum equivalent to dues, as set by the Union, from the pay due each pay period to each employee, and remit the same to the Treasurer of the Union not later than the tenth (10th) day following the pay period for which such deductions are made.

The Board will, at the time of making such remittances, enclose a list of employees (including all casual, temporary, part-time and regular employees) from whose pay cheque such deductions were made. When the appropriate up-date of system becomes available – provisions will be made to include the number of hours worked.

### **6.03 Notification by Union - Adjustment in Dues**

The Union shall give the Board thirty (30) calendar days notice of any adjustment to the Union's dues schedule.

### **6.04 New Employees**

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

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

### **6.05 Financial Responsibility of the Board**

Notwithstanding any provisions contained in this clause, there shall be no financial responsibility on the part of the Board for fees, dues, or assessments of any employee unless there are sufficient unpaid wages of the employee in the Board's hands.

## **ARTICLE 7 - LABOUR-MANAGEMENT COMMITTEE**

### 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.

### 7.02 Committee Objectives

The Labour Management Committee's objectives shall be to discuss and attempt to settle all disagreements that may arise out of this Agreement and to settle any interpretation of differences that may arise excepting cases where grievance procedures have been instituted. Any matter felt to be of mutual concern may be discussed with a view to attaining amicable settlement by both parties.

### 7.03 Committee Meetings

Meetings may be called by either party to be held at a time and place mutually agreed upon.

### 7.04 Employee Attendance

Employees will not suffer a loss of pay for attendance at such meetings and a maximum of eight (8) hours per year will be available for allocation to employees who attend on their own time.

## **ARTICLE 8 - LEAVE OF ABSENCE**

### **Section 1 – Union Leave**

#### **8.01 Stewards**

The Board agrees that the time spent in settling disputes by Union Stewards or representatives shall be considered as time worked, provided that such time shall not exceed a total of thirty-six (36) working hours in any one (1) month. The Union agrees to forward to the Board a written list of names of such Stewards, a record of time spent by each Steward in settling disputes and a list of replacements obtained for Stewards who are required to be absent to settle disputes. In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave their work without obtaining permission from his Supervisor, such permission will not unreasonably be denied.

#### **8.02 Union Representative Leave**

The Board agrees to grant time off, without pay, during any working day to Union Representatives in the employ of the Board for Union purposes, provided:

- (a) that all Union Leave requests will be signed by the President or a Vice President of the Union and shall be forwarded to the Superintendent or designate for this purpose.
- (b) the Board can find a suitable replacement in an emergency.
- (c) that the leave request form as approved by the Union is received by the Board at least forty eight (48) hours in advance of any requests for a leave of absence under this article, except where mutually agreed in an emergent situation.

#### **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.

#### **8.04 Union Leave – Short Term**

The Board agrees to grant leaves of absence, without pay, up to a maximum of two (2) employees for the business purposes of the Union, provided that two (2) weeks notice in writing is given to the Superintendent or designate. The seniority of such employees shall not be adversely affected but shall be counted as being service with the Board.

#### 8.05 Union Leave – Long Term

The Board shall allow a leave of absence, without pay, to one (1) employee for a maximum of two (2) years, if a request is made, in writing, from the Union to have the employee participate in Union affairs. Such leave may be extended at the end of its term.

#### 8.06 Unpaid Union Leave – Benefits

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Board for all pay and benefits during the period of absence. Such reimbursement shall be made within thirty (30) days of receipt of billing.

### Section 2 - Short Term Leave

#### 8.07 Bereavement Leave

(a) An employee shall be granted up to three (3) working days, without loss of pay or seniority, in the event of a death in the immediate family. "Immediate family" shall be defined as: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, grand-parents, grandchildren, common law spouse, sister-in-law, brother-in-law, step child, step parent, foster child, foster parent, common-law children.

Reasonable leave of absence shall be granted for travel and estate affairs, without pay and without loss of seniority. Up to two (2) additional days may be paid for from the employee's sick bank, with the approval of the immediate Supervisor or School Administrator.

(b) Up to one (1) shift shall be granted without loss of salary or wages to attend a funeral, provided such employee has the approval of their supervisor. Additional leave without pay may be granted.

#### 8.08 Jury/Court Leave

Employees required to serve as jurors or court witnesses shall be given time off, with full pay, while so serving, providing that the employee turns over to the Board any wages received for serving as a witness or juror.

#### 8.09 Volunteer Emergency Response Personnel

An employee who has been identified to their immediate supervisor and/or school administrator as emergency response personnel and cannot report to work at their normal time because of an emergency, or who is called away from work because of an emergency, shall not suffer a loss of pay or benefits resulting from their

volunteer duties, providing that employee turns over to the Board any wages received from their volunteer duties on that shift.

#### 8.10 Canadian Citizenship

Employees shall be granted leave of absence, with pay, on the day which the employee attends the official proceedings for their Canadian citizenship.

### Section 3 – Long Term Leave

#### 8.11 Political Leave

The Board shall allow a leave of absence, without pay, as required, to any employee who is elected to represent their riding as a Member of Legislative Assembly or Member of the House of Parliament. An employee, prior to standing for election to Regional District, Municipal or Hospital Board, shall apply to the School Board to discuss the level of leave that would be available. Should the employee's leave application exceed those discussed, the issue should be brought to a Labour Management Meeting for resolution.

#### 8.12 Educational Leave

See Article 23 – Professional Development.

#### 8.13 Military Leave

- (a) The Board shall allow a leave of absence, without pay, to any employee for Active Reserve Service in the Canadian Forces.
- (b) The Country being at war, the seniority of employees enlisting in the Armed Forces shall be continued provided that the employee returns to their employment with the Board within six (6) months of their discharge from the Armed Services.

#### 8.14 General Leave

- (a)
  - (i) The Board may grant leaves of absence, without pay, for good and sufficient reason acceptable to the Board. Requests for such leaves shall be made in writing. An employee granted leave under this Clause will have the option of continuing benefit coverage by prepaying the entire cost of premiums on a monthly basis.
  - (ii) When a leave of absence is requested to enable the employee to accept other work with another employer or to run a private business, the request will be denied except where it can be demonstrated, to the satisfaction of the Board, that the granting of the leave will benefit the School District when the employee returns to work.

- (b) The length of benefit coverage may be restricted by the insurer (generally one (1) year).
- (c) Leaves granted under Clause 8.14 – General Leave of the current Collective Agreement will have all the benefits accruing under Clause 8.21 – Benefits During Leave, except that the holiday anniversary date will be advanced by the number of working days missed by the employee being on leave under Clause 8.14 – General Leave.
- (d) Leaves granted under Clause 8.14 – General Leave may be granted for one (1) year with a possible extension by mutual agreement, to be reviewed annually.

## Section 4 – Pregnancy, Adoption, Parental and Paternity Leave

### 8.15 Pregnancy Leave

Upon written request, leave of absence without pay shall be granted in accordance with the Employment Standards Act for Pregnancy leave.

Additional Pregnancy leave without pay and benefits will be granted to the employee upon request provided such leave not to exceed one (1) calendar year. A request for Pregnancy and extended Pregnancy leave must be made at least four (4) weeks prior to the commencement of the leave.

The requirement for four (4) weeks notice may be varied by mutual agreement, understanding that special circumstances may occur that would preclude the ability of the employee to comply with this requirement.

Pregnancy leave is without loss of seniority and while no vacations are payable, upon their return the employee's absence shall count as part of their qualifying entitlement. The Board shall continue to pay the portion of premiums for all employee benefit plans for the period of the leave.

### 8.16 Adoption Leave

Upon written request, leave of absence without pay shall be granted in accordance with the Employment Standards Act for adoption leave as per the provisions of Clause 8.15 – Pregnancy Leave above.

It is understood that in most cases the four (4) weeks' notice would be impossible to provide in cases of adoption.

One (1) day with pay will be granted to the parent (both if employed by the Board) for travelling to receive the child. Up to two (2) additional days for travel may be paid for from the employee's sick bank, with the approval of the immediate Supervisor or School Administrator.

### 8.17 Parental Leave

Upon written request, leave of absence without pay shall be granted in accordance with the Employment Standards Act for Parental Leave as per the provisions of Clause 8.15 – Pregnancy Leave.

### 8.18 Paternity Leave

An employee will be granted one (1) day leave with pay on the occasion of the birth of their child.

### 8.19 Return to Work

When an employee decides to return to work from a leave after Pregnancy, Adoption or Parental Leave, they will provide the Board with two (2) weeks' notice. On return from leave, the employee shall be placed in their former position.

## Section 5 – Return from Leave

### 8.20 Assignment on Return from Leave

Upon returning from leaves under:

- 8.05 – Union Leave – Long Term;
- 8.11 – Political Leave;
- 8.12 – Educational Leave;
- 8.13 – Military Leave;
- 8.14 – General Leave;
- 8.15 – Pregnancy Leave;
- 8.16 – Adoption Leave;
- 8.17 – Parental Leave

the employee shall be returned to the position previously held. Should that position no longer be in existence the employee will exercise the bumping procedure under Clause 19.05 – Bumping When Lay-off Occurs.

## Section 6 – Benefits During Leave

### 8.21 Benefits During Leave

Employees on leave under:

- 8.05 – Union Leave – Long Term;
- 8.11 – Political Leave;
- 8.12 – Educational Leave;
- 8.13 – Military Leave;
- 8.14 – General Leave



have the option of continuing with the benefit coverage by paying the entire cost of the premiums on a monthly basis to the Board. During such leaves seniority shall accumulate and while no vacations are payable during the leave, upon their return the employee's absence shall count as part of their qualifying entitlement.

#### 8.22 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.

## **ARTICLE 9 - HOURS OF WORK**

### 9.01 Schedule "B"

The regular working week and day for all employees covered by this agreement shall be as set forth in the "Hours of Work Schedule" attached hereto and forming part of this Agreement. The Schedule shall be deemed to constitute Schedule "B" of this Agreement.

### 9.02 Variation of Hours of Work

The Board and the Union agree that the regular working week, together with the hours of work, may be varied by mutual agreement between the Board and the Union as may be required by conditions throughout the School District.

### 9.03 Hours of Work

Hours as established by the posting will be rounded up to the nearest quarter (1/4) of an hour (e.g. seventeen (17) hours and twenty-two (22) minutes per week will become seventeen and one-half (17 ½) hours per week). Thus the daily hours may still reflect an odd number of minutes per day.

When the regular employee is replaced by a casual or temporary employee on a daily basis, the daily hours will not be rounded up to the nearest quarter (1/4) of an hour.

### 9.04 Maximizing Part-Time Hours

It is agreed that the Board will endeavour to establish positions as follows:

- (a) As part-time regular positions become vacant or new positions created the Union and Board will meet to determine if that position can be combined with another to provide additional hours.
- (b) The Union and Board will meet to review current positions that are less than four (4) hours to determine if any could be combined.
- (c) Decisions to create positions of less than four (4) hours must consider needs of students and the ability of the District to operate in the most efficient manner.
- (d) No employee currently working more than four (4) hours per day shall have their hours reduced to accommodate the above.

## **ARTICLE 10 - WAGES AND MATTERS INCIDENTAL THERETO**

### 10.01 Schedules

Employees shall be classified as per Schedule "C" attached hereto and forming part of this Agreement. The Board shall pay wages bi-weekly to its employees in accordance with Schedule "A".

### 10.02 Shift Premiums

Afternoon shift	thirty-five cents (\$.35) per hour
Night shift	fifty cents (\$.50) per hour

Shift premiums will be paid for all hours worked. Where the hours worked are a combination of two (2) shifts, the premium will be determined by the majority of hours worked in the shift.

### 10.03 Higher-Rated Position

When an employee is temporarily required to perform substantially the duties of a higher-rated position they shall receive the rate of pay for the higher-rated position for all time worked in that position.

### 10.04 Temporary Reassignment

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

### 10.05 Spray Painting

There shall be a spray painting differential for all spray painting done of fifty cents (\$.50) per hour.

### 10.06 Asbestos

- (a) There will be a wage differential of two dollars (\$2) per hour paid to employees working in the presence of asbestos for levels 1 and 2, as determined by Workers' Compensation Board regulations.
- (b) There will be a wage differential of one half (1/2) of the employee's regular rate of pay paid to employees working in the presence of asbestos for level 3, as determined by Workers' Compensation Board regulations.
- (c) These are applicable only to hours worked where the employee is required to wear protective breathing apparatus, as required by the Workers' Compensation Board or the School Board.

#### 10.07 Bus Driver/Trainer Premium

It is hereby agreed that the certified bus driver/trainer will receive a premium of one dollar and fifty cents (\$1.50) per hour for the time spent instructing.

#### 10.08 Tool Provisions

All tools required by individuals will be supplied by the Board for use on the job only.

#### 10.09 Hand Tool Allowance for Temporary/Casual Employees

- (a) An employee required to utilize their own hand (non-power) tools to perform work on buildings or grounds will be notified in advance by the Board and will be compensated with a tool allowance of twenty-five dollars (\$25.00) per week. The tools must be a full complement of hand tools normally required to perform the duties of the trade and must be in good repair and safe operating condition.
- (b) A tool allowance predetermined by mutual agreement will be paid to the individual worker where the Board requests the use of personal power tools to perform work. The tools must be in good repair and safe operating condition.

#### 10.10 Clothing Allowance

All bus drivers and maintenance employees upon becoming regular employees, shall be provided with coveralls. Other employees will be provided with coveralls, smocks, rubber boots or other protective clothing, where required.

By mutual agreement, the type of material may be varied to suit particular circumstances.

The Board will pay for the cleaning of coveralls once a week.

#### 10.11 Replacement of Personal Items

The Board agrees to pay reasonable costs (excluding normal wear and tear) for replacement of personal items damaged or destroyed during performance of required duties.

#### 10.12 Boot Allowance

Once each year the Board will issue each employee required to wear safety boots a cheque, following the Board receiving a receipt of purchase, for fifty percent (50%) of the cost of boots to a maximum of two hundred dollars (\$200.00). Employees working on a temporary basis and required to wear safety boots will be reimbursed on a pro-rated basis. It is recognized that these employees must purchase and wear safety-toed boots.

### 10.13 Personal Vehicles

Employees are not required to use their vehicle for School Board business.

#### (a) Relating to Work

If the Board vehicle is not available, employees with authorization of their immediate Supervisor may use their own private, licensed motor vehicle to carry out their duties.

Travelling to and from work and to different assignments, if more than one position is held, is the responsibility of the employee.

#### (b) Transporting Students

Should an employee transport students in their personal vehicle, they must comply with the requirements of Board Policy and all applicable legislation and regulations including the Workers Compensation Act.

The Board will provide all necessary child restraints and equipment legally required for the safe transport of the student. Training will be provided for the installation and use of the above.

#### (c) Payment

When employees use their own personal vehicle, mileage will be paid in accordance with current Board Policy.

Employees using their own vehicle will be covered under a blanket insurance program provided by ICBC and paid for by the Board. This will provide additional “for business use” coverage over and above the “to and from work” coverage identified on the employee’s certificate of insurance.

### 10.14 T-4 Slips

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

### 10.15 Dual Roles

A dual role position involves work from two (2) classifications being posted as one (1) job. In all dual role positions, the highest rate of pay shall prevail. Dual role positions will not be spread over more than eight (8) hours work in ten (10) hours.

### 10.16 Two (2) or More Posted Positions

An employee holding two (2) or more separate posted positions shall receive the separate rates of pay.

It is hereby agreed between the two parties that the regular work week for employees holding two (2) or more separate posted positions shall not exceed forty (40) hours per week.

#### 10.17 Custodian In Charge

Custodian in charge of a one (1)-person school shall receive twenty-one cents (\$.21) per hour in addition to their regular rate of pay.

#### 10.18 Chief Custodian In Charge

Chief Custodian in charge of one (1) or more employees in a school shall receive twenty-one cents (\$.21) per hour and nine cents (\$.09) per hour for each employee under their charge in addition to their regular rate of pay.

Note: A Chief Custodian must be designated by the Director of Operations or designate.

#### 10.19 Temporary Leadhand

Persons required to direct work of others doing the same work:

- where required, the position will be established by mutual agreement between the Board and the Union,
- once established, the position will be awarded based on seniority and the ability to do the job,
- generally required to co-ordinate three (3) workers plus self. This number could vary dependent on size and scope of project and/or responsibility required,
- will direct any supervision concerns to the Manager,
- will be required to write informal reports but will not be required to write a formal report on an employee,
- minor co-ordination with other classifications.

A Temporary Lead hand shall receive not less than ten percent (10%) above the highest rated classification under their supervision.

#### 10.20 Temporary Working Foreman

Temporary Working Foreman shall receive not less than eleven point six percent (11.6%) above the highest rated classification under their supervision.

#### 10.21 Dispatcher

The Board may appoint employees to dispatch bus drivers on regular, curricular and extra-curricular bus runs. The employee must be designated as dispatcher by the Board. The employee will be paid a premium of twenty-five cents (\$.25) per hour for their regular hours in recognition of this responsibility.

## 10.22 Contractor Licenses/Annual Permits

- (a) Journeymen who are required by the Board to sign an annual permit for the School District will receive a sum of \$0.25 per hour in addition to their regular salary.
- (b) When a renovation or construction project, undertaken by the Board utilizing Board employees, requires a permit beyond the scope of the Board's annual permit, Journeymen required by the Board to use their Contractor's license will receive \$0.50 per hour in addition to their regular rate of pay while working on that project.
- (c) A journeyman who holds a recognized Diploma of Technology in their field of work that is required by the Board to utilize those qualifications (i.e. engineering or design that would not normally be part of the scope of work of a Journeyman) shall receive ten percent (10%) above journeyman rate for time worked during that period of time.

## **ARTICLE 11 - OVERTIME**

### **11.01 Definition of Overtime**

Wheresoever in this Article, and elsewhere in this Agreement that the phrase "overtime worked" shall appear, it shall refer to and include all work performed before or after and as an extension of the regular hours of work comprising a shift, as set out in this Agreement, and shall be paid at overtime rates as set out in Article 11.06 and 11.07 of this Agreement. When an employee is called out to work at a time other than their regular shift or extension thereof, they shall be paid a minimum of four (4) hours work at the base rate, or for the number of hours actually worked at the appropriate overtime rate, whichever is greater. The parties agree that an employee is entitled to be paid only one (1) call out per four (4) hour period.

### **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 extra-curricular 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.

### **11.03 Work on Statutory Holiday**

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

### **11.04 Notice Of**

If an employee is not given twenty-four (24) hours' notice of change of shift they must be paid at overtime rates for all hours worked.



#### 11.05 Refusal Of

An employee has the right to refuse overtime, except in emergencies as determined by the Board, and the Board agrees that there shall be no intimidation or discrimination against any employee by reason of their refusal to work overtime.

#### 11.06 Rates

As compensation for overtime worked, as hereinafter defined, employees covered by this Agreement shall be paid at the rate of time and one-half (1 1/2) for the first two (2) hours of overtime worked on a normal working day and double time (2) thereafter. Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one-half (1 1/2) for the first four (4) hours and double time (2) thereafter.

##### Computation Of

Overtime shall be computed by multiplying the hourly rate by one and one-half (1 1/2) or two (2) as appropriate.

#### 11.07 Remuneration or Time Off

An employee shall be given the choice of remuneration or time off for any accrued overtime. Accumulation of overtime shall be in hours for that employee's regular assigned shift.

#### 11.08 Banked Time

##### (a) Accumulation of Banked Time

The Board and the Union agree that, notwithstanding the provisions of Article 11 - Overtime, employees shall be permitted, annually, to accumulate extra time to a maximum of seven (7) regular shifts in lieu of payment, such leave to be equal to the appropriate extra time payment.

Banked time in this clause is defined as all-time worked beyond or in addition to an employee's regular posted position either at straight or overtime rates.

##### (b) Employee Responsibility

Employees will indicate on their time sheet each pay period whether additional hours are to be paid or banked.

##### Use of

Leave will be taken with the approval of the employee's Supervisor. Days not taken by June 30<sup>th</sup> each year will be carried over unless the employee requests that they be paid out on the last pay period of June.

#### 11.09 Payment Of

As compensation for all work performed outside the recognized hours of work as set forth in this Agreement, whether by way of overtime worked or work performed commencing at a time other than the beginning of a regular shift, as defined in Clause 11.01 – Definition of Overtime, for outside rentals, employees shall be paid at the overtime rate and receive such payment on their regular pay cheque, which is received after such overtime has been reported. Payment for overtime shall be accompanied by an itemized statement. This clause is not applicable to bus drivers on extra-curricular runs.

#### 11.10 Meal Allowance

Employees required to work more than one and one-half (1 1/2) consecutive hours beyond regular shift hours in any day shall be provided with a meal by the Board, or when meal facilities are not available, a payment for breakfast, lunch or supper in accordance with current Board policy #113, but no less than \$10.00 for breakfast, \$17.00 for lunch and \$23.00 for dinner.

*Effective July 1, 2020*, the employee shall be entitled to an additional supper meal allowance for each four (4) consecutive hours of driving time after 6:00 pm.

## **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
National Day for Truth and Reconciliation	

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 eleven (11) Statutory Holidays for ten (10) month employees, twelve (12) Statutory Holidays for eleven (11) month employees, and thirteen (13) 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
National Day for Truth and Reconciliation	

### **12.02 July-August Premium**

It is agreed that regular ten (10) month employees who work at any time during July and August will be paid a premium of four percent (4%) in addition to the regular hourly wage to compensate for the Statutory Holidays, Canada Day and/or BC Day. An employee will not be paid the four percent (4%) and the above-mentioned holidays.

### 12.03 Pro-Rated Statutory Holidays

Statutory Holidays for part-time employees or employees holding more than one appointment will be pro-rated.

### 12.04 Holiday During Regular Time Off

In the event of a Statutory 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.

### 12.05 Overtime Provisions

For overtime provisions see Clause 11.03 – Work on Statutory Holiday.

## **ARTICLE 13 - VACATIONS**

### **13.01 Definition**

For the purpose of computing vacation time the word "week" where used in this Article shall be considered as constituting five (5) working days. Vacation time will be earned as days rather than percentage of gross salary. Vacation days will be earned in terms of the number of months employed on a regular basis as per the Agreement. If payout is required at resignation, vacation time will be pro-rated as the number of days of vacation earned.

### **13.02 Entitlement**

1. Employees who have not completed one (1) year of service will receive six (6) percent of their gross salary earned to date, if terminating prior to one (1) year of service.
2. Three (3) weeks after one (1) year continuous service.
3. Four (4) weeks after six (6) years continuous service.
4. Five (5) weeks after twelve (12) years continuous service
5. Six (6) weeks after nineteen (19) years continuous service
6. Employees will be entitled to receive one (1) additional day vacation per year for each year worked after twenty-two (22) years continuous service to a maximum of five (5) additional vacation days. E.g. Twenty-three (23) years equals six (6) weeks plus one (1) day.

The annual vacation entitlement shall be provided to employees on an equal monthly basis each pay period based on the employee's employment anniversary date for twelve (12) month employees and from September 1 to June 30 for ten (10) month employees. Ten (10) month employees hired after September 1<sup>st</sup> will have their vacation entitlement pro-rated.

Employees with vacation entitlement, have the option to be advanced vacation days for use during the year, subject to the provisions under Article 13.07.

### **13.03 Pay Procedure**

If requested, employees shall receive, on the last office day preceding commencement of their annual vacation any monies that may fall due during the period of their vacation. This procedure is subject to the submission of the appropriate form to the Board Office one calendar week prior to vacation start date.

#### 13.04 Ten (10) Month Employees

For the purpose of vacation entitlement for ten (10) month employees, ten (10) months of service shall equal one (1) year of service.

#### 13.05 Temporary Employees

Temporary employees who obtain a regular posted position, without a break in their employment, will have their vacation entitlement begin on the first (1st) day of the uninterrupted portion of their employment. It is understood by the parties that seniority dates and vacation entitlement dates for regular employees will in most cases be different. The regular employee who falls into this category will have their vacation entitlement pro-rated in the first (1st) year due to the fact that for the said period of uninterrupted they have been paid their vacation entitlement.

#### 13.06 Loss of Entitlement

For each period of thirty (30) consecutive days an employee is absent from work in the year preceding June 30 in any year, there shall be deducted from the vacation pay to which they would otherwise be entitled in the succeeding year under Clause 13.02 – Entitlement of this Article, one-twelfth (1/12) of such vacation pay, provided that, as regards employees qualifying under said Clause 13.02, of this Article, time spent on vacation for which the employee is paid under this Article, or time lost because of sickness, with pay, or accident shall be considered as time worked.

#### 13.07 Use Of

##### Regular Employees

An employee's vacation shall, where practicable, be granted at the time requested, but in all cases the commencement date must be at the convenience of the Board. Preference in choice of individual employee's vacation dates shall be determined by seniority of service.

##### Ten (10) Month Employees

Regular ten (10) month employees shall receive their regular pay cheque during the vacation periods of Christmas and the five (5) consecutive days at Spring Break. Any remaining holiday pay due, will be paid at the end of June in each year.

#### 13.08 Vacation Time Requirements

The following shall apply where the Board has determined that a twelve (12) month employee is required to be replaced when absent from work due to vacation leave:

1. Vacation Scheduling
  - (a) Employees will indicate their vacation leave preference to their Supervisor a minimum of thirty (30) days prior to the date they have requested.
  - (b) The Supervisor will indicate their approval within seven (7) days of receiving the request.
  - (c) An exception to the thirty (30) day minimum may be requested to meet special circumstances. Such approval will not be reasonably withheld.
2. Restrictions
  - (a) Employees shall be limited to a maximum of one (1) week of vacation time while school is in session. The approval of such leave shall be subject to the availability of adequately trained replacement personnel.
  - (b) An exception to the one (1) week limitation may be requested by an employee to meet special circumstances. The approval of such leave shall be at the sole discretion of the Board.
3. Classifications

The Board will provide a list of those required to be replaced.

#### 13.09 Statutory Holidays

If a Statutory Holiday or declared holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation for such holiday in addition to their regular vacation time.

#### 13.10 Illness During

Where an employee qualifies for sick leave, with pay, during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual agreement. Employees will be expected to provide proof of illness during vacations by way of a letter from a doctor.

## **ARTICLE 14 - SICK LEAVE**

### **14.01 Definition Of**

Sick leave means the period of time an employee is permitted to be absent from work, with or without pay, by virtue of sickness, unavoidable quarantine or accident, for which compensation is not payable under the Workers' Compensation Act.

### **14.02 Accumulation Of**

All regular and temporary employees shall be granted sick leave credit in the amount of one and one-half (1 1/2) working shifts accumulated in hours for each month worked from commencement of employment for regular employees and from the first day of qualification as a temporary employee. In any one (1) year where an employee has not received sick leave or only a portion of the accumulated credit, they shall accrue the unused portion, as a credit, to a maximum of one hundred eighty (180) working shifts. A deduction shall be made from the accumulated sick leave credit of all normal working shifts, exclusive of holidays, absent for sick leave as defined in Clause 14.01 – Definition Of this Article. "Working shift" means any day on which an employee would normally work. Temporary employees will be paid sick leave on a pro-rata basis.

### **14.03 Proof of Illness**

Sick leave, with pay, shall not be granted, nor shall payments continue until proof of such illness is filed with the Superintendent or designate, if proof has been requested during the period of illness.

### **14.04 Without Pay**

Sick leave, without pay, shall be granted to an employee who does not qualify for sick leave, with pay, or who is unable to return to work at the termination of the period for which sick leave, with pay, would be granted under these regulations. The sick leave period shall be granted for one (1) year and subject to review if leave exceeds one (1) year.

### **14.05 Use of Sick Leave - On Call Employees**

It is agreed by the parties that on-call employees will be entitled to access their accrued sick leave in accordance with the following guidelines:

- If they have accepted a call and commenced work on their assignment.
- The sick leave payment is based on the assignment they were working on at the time of their illness.



#### 14.06 Payout Of

An employee entitled to sick leave under this Article shall receive forty percent (40%) of their unused accumulated sick leave upon:

- (a) Retirement on or after the attainment of the minimum retirement age in conformity with the Municipal Pension Plan, whichever shall last occur, or
- (b) Retirement with a permanent disability entitling the employee to Pension, or
- (c) Death of an employee while in the service of the Board, payable to the employee's estate, or
- (d) Severance, with five (5) or more years of seniority, as a payout of accumulated sick leave credits. This clause does not apply to employees dismissed for just cause.

#### 14.07 Record Of

A record of all accumulated sick leave credits will appear on the employee's pay slip. Upon request, a printed copy of the accumulated sick leave credits will be provided to the Union.

#### 14.08 Workers' Compensation

An employee prevented from performing their regular work with the Board on account of an occupational accident that is recognized by Workers' Compensation Board of BC WorkSafe BC as compensable within the meaning of the Act, shall receive from the Board the difference between the amount payable by Workers' Compensation Board WorkSafe BC and their regular salary.

In no case shall the net income of the employee exceed that which they would have received had the employee been at work.

#### 14.09 Medical and Dental Appointments

Reasonable time off, with pay, for medical and dental appointments for employees shall be permitted. All hours of absence to be charged to sick leave credit; excluding bus driver medical and eye exams.

#### 14.10 Bus Driver Medical and Eye Exams

Time off for bus driver medical exams for licensing purposes and Board required eye exams will be paid by the Board up to a maximum of two (2) hours per driver per exam. Any time exceeding two (2) hours will be charged to sick leave credit.

#### 14.11 Illness of Immediate Family Member

Where no one at home other than the employee can provide for the needs during illness of an immediate family member or when the employee is the only one who can transport a family member for tests, treatment or other related medical matters,

an employee may use a maximum of three (3) accumulated sick leave days per year for those purposes.

Any additional days needed shall be taken from the employee's vacation entitlement subject to approval from their immediate supervisor.

## **ARTICLE 15 - BENEFITS**

### **15.01 Municipal Pension Plan**

(a) All eligible employees shall participate in the Municipal Pension Plan of B.C. Regular part-time employees who work less than seventeen and one-half (17 ½) hours per week shall have the option of participating in the Municipal Pension Plan of B.C.

#### **(b) Purchase of Contributory Time**

Employees shall be allowed to purchase past contributory time with the following provisions:

- the entire cost (including the Board's share) of purchasing past service be borne by the employee;
- the past service requested be pre-approved by the Pension Commission;
- employees may request the Board to have the payment for past service deducted from their pay cheque with the understanding that all payments must be made within the fiscal year (July 1 – June 30) application is made. The Board may consider an extension to re-payment in special situations.

Note: Eligibility for Medical, Group Life, Dental, Extended Health and Long-Term Disability is as per Clause 15.10 - Benefit Summary.

### **15.02 Medical**

Regular employees who have completed one (1) calendar 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.

### **15.03 Group Life Insurance**

Regular employees who have completed sixty-five (65) working shifts service within the previous twelve (12) calendar months shall participate in the Group Life Insurance Policy Payroll Deduction Plan. The Board will pay one hundred percent (100%) of the premium. This Group Life Insurance will provide coverage calculated at three times (3X) the annual basic earnings rounded to the next higher one thousand dollars (\$1,000), if not already a multiple of one thousand dollars (\$1,000). Maximum two hundred thousand dollars (\$200,000).

### **15.04 Payment of Employee's Share While on Sick Leave**

While an employee is on sick leave, without pay, the Board agrees to pay the employee's share of the premium payments for all benefits. The total premiums

paid by the Board on behalf of the employee will be deducted from their wages after they return to work. The said deductions shall be repaid to the Board over a period of time equal to the time lost.

#### 15.05 Dental

The Board shall pay one hundred percent (100%) of the costs of a mutually acceptable Dental Plan. The plan coverage will be:

Plan A - one hundred percent (100%)

Plan B - sixty percent (60%)

Plan C - fifty percent (50%) – lifetime maximum of two thousand dollars (\$2000.00)

#### 15.06 Extended Health

The Board shall pay one hundred percent (100%) of the cost of the Extended Health Benefits Plan.

- Vision Care coverage will be three hundred and fifty dollars (\$350.00) per family member per twenty-four (24) months.
- Eye Exams coverage will be one hundred dollars (\$100.00) per family member per twenty-four (24) months.
- Hearing aids will be covered up to three thousand dollars (\$3,000) every seven (7) years.
- Extra para-medicals will also be provided to a maximum of three hundred and fifty dollars (\$350.00) per year. This will include: Acupuncturist, chiropractor, osteopath, podiatrist, naturopath, speech pathologist and clinical psychologist.
- Wigs or hairpieces when required as a result of illness or injury to a lifetime maximum of five hundred dollars (\$500.00).

#### 15.07 Long-Term Disability

The Board shall pay one hundred percent (100%) of the premium to maintain the current Long-term Disability Program. (Effective July 1, 2006)

#### 15.08 Waiver of Benefits

Employees may waive any of the above coverages except life insurance and LTD. Employees who waive Dental or Extended Health are not eligible to later enroll unless they can show proof that they have had similar coverage under another plan. Such enrolment must be made within thirty (30) days of the termination of coverage under the other plan.

#### 15.09 Payment in Lieu Of

A regular part-time employee working less than fifty percent (50%) of a full-time position per week will be paid five percent (5%) gross pay in lieu of being provided benefits.

#### 15.10 Benefit Summary:

Benefit	Who Is Eligible	When Eligible	Cost Sharing
Medical	Regular employees who work seventeen and one-half (17 ½) hours or more per week	The first (1 <sup>st</sup> ) day of the month following date of appointment as a regular employee	100 % Board
Extended Health	(as above)	(as above)	100% Board
Dental	(as above)	(as above)	100% Board
Life Insurance (mandatory)	(as above)	65 working days from the 1 <sup>st</sup> day as a regular employee	100% Board
Long-Term Disability (mandatory)	15 Hours	65 working days from the 1 <sup>st</sup> day as a regular employee	100% Board

#### 15.11 Benefits Trust

The Board and the Union will participate in the Benefits Trust provided there is no additional cost or liability to the Board.

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 the government funded "Core" long-term disability plan and the Joint Early Intervention Service provided through the PEBT.

#### 15.12 Provincial Long-Term Disability

The Board and the Union will participate in the Long-Term Disability Plan provided it is fully funded by the Government. Upon the implementation of this plan, the funding provided by the Board (as per Clause 15.07 – Long-Term Disability) will be available to the Union. The Union and the Board will meet as soon as practicable after implementation to determine how these funds will be utilized.

### 15.13 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, chiropractor, 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.

## **ARTICLE 16 - SENIORITY**

### **16.01 Seniority List**

The Board shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and September of each year.

### **16.02 Loss of Seniority**

An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and is not reinstated.
- (b) They resign and submit their resignation in writing.
- (c) They are absent from work in excess of two (2) working days without sufficient cause or without notifying the Board, unless such notice was not reasonably possible.
- (d) They fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Board informed of their current address and telephone number. An employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work if the Board can find a suitable replacement.
- (e) They are laid off for a period longer than twenty-four (24) months.
- (f) Regular employees who have been laid off, work a total of thirty (30) shifts in the twenty-four (24) month recall period shall have their rights extended for an additional twelve (12) months. Failure to work thirty (30) shifts each year after year two (2) will result in the loss of seniority.
- (g) Temporary employees must work fifteen (15) shifts each year in order to maintain their seniority.

### **16.03 No Loss of Seniority**

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



#### 16.04 New Employee Probation Period

A newly hired employee shall be on probation for a period of sixty (60) shifts worked from the date of hiring. The probationary period may be extended up to ninety (90) shifts in consultation with the Union. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement unless specified otherwise. After completion of the probationary period, seniority shall be effective from the original date of employment.

#### 16.05 Temporary Employees

A temporary employee's seniority shall commence on the first (1st) day of work in accordance with Clause 3.02 – Temporary Employees. Temporary employees qualify for fifteen percent (15%) payment on their gross pay to compensate for vacations (6%), statutory holidays (4%) and benefits (5%).

#### 16.06 Promotions/Transfers/Demotions

The Board agrees that seniority shall govern in all cases of promotions and demotions but that seniority shall govern only when the employee or employees are qualified and have the ability to perform the job. The Board shall determine qualifications in a fair and equitable manner. Job postings will contain qualifications and experience as outlined in the position description.

Both parties recognize:

1. The principle of promotion within the service of the Board.
2. That job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications.

#### 16.07 Transfer Outside of Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. An employee transferred out of the unit shall retain their seniority for up to sixty (60) shifts. If the employee returns to the bargaining unit within the sixty (60) shifts, they will move back into the position they held prior to leaving the unit. Other employees affected will also bump back into their original positions.

#### 16.08 Transfers

Employees may be transferred from one (1) school to another, if such a transfer is considered expedient by the Board in order to expedite the over-all cleaning, maintenance or heating work in the School District for a period not in excess of sixty (60) days, and after consultation with the Union.

- (a) If an employee transferred on a temporary basis (sixty (60) working days or less) is required to travel out of the Municipality in which they normally work

to effect such temporary transfer, the Board agrees to provide transportation for the employee from one Municipality to the other for the duration of the temporary transfer, or in lieu of providing such transportation, the Board shall pay such employee required to use their own means of transportation on the mileage rate set out in Board Policy for Trustees on School Board business.

- (b) Requests for permanent transfers may be initiated by an employee(s), the Union or the Board. They must be approved by mutual agreement.

## **ARTICLE 17 – JOB DESCRIPTIONS INCLUDING PAY EQUITY MAINTENANCE PLAN**

### 17.01 Joint Committee

There will be a joint Job Evaluation Committee, made up of four (4) representatives from the Board and four (4) representatives from the Union.

Each party may have one (1) alternate.

### 17.02 Role of Committee

The role of the Joint Committee will be to review and make recommendations for new and revised positions. Either party may engage advisors to assist them in this process.

### 17.03 Process

#### (a) Revised Positions:

Where an employee or Supervisor believe that the duties and/or responsibilities of the position have changed, the proposed changes will be forwarded to the Joint Committee for review. Any changes to the job description and rate of pay will be set by mutual agreement of the parties to this Collective Agreement.

#### (b) New Positions:

Any new position created by the Board, shall have the job description and rate of pay set by mutual agreement of the parties to this Collective Agreement. In the event of failure to agree the matter shall be resolved via the arbitration provisions of this Collective Agreement.

Failure to reach mutual agreement in (a) and (b) above shall be resolved by referring the issue direct to Arbitration as per the provisions of this Collective Agreement. Notwithstanding (a) above, all positions will be reviewed at least once every five (5) years.

### 17.04 On-Going Review

To ensure job descriptions are current and relevant, either Party may request, in writing, that a review take place as follows:

- (a) A maximum of three (3) to be under review at any one time. This number can be increased by mutual agreement.
- (b) The review will be initiated within thirty (30) days of the written request.

- (c) Where review of a position has not been requested within the five (5) year period, it will be the responsibility of the Joint Committee to complete the review.

#### 17.05 No Requirement to Fill

The setting out of a job classification and accompanying wage rate in the wage schedule attached to this Collective Agreement shall not bind the Board to create or fill such position.

#### 17.06 Pay Equity Agreement

The Memorandum of Agreement Re: Pay Equity, signed February 15, 1999 is meant to ensure that identified inequities in pay between any gender dominated jobs will not be increased. Therefore, the Board and the Union agree to apply general wage increases in such a way that gender equity is maintained.

## **ARTICLE 18 - POSTINGS**

### 18.01 Vacancies

When a vacancy occurs or a new position is created, the Board shall notify both the Union President and Secretary, and post notice of the position on all bulletin boards and the District and employment websites during the posting period.

### 18.02 Posting Content

Notice of posting shall contain the following information:

- Nature of work
- Substantive duties of the assignment
- Required qualifications
- Knowledge, education and skills required
- Shift (days of week and hours of work)
- Area
- Marshalling point
- Wage or salary
- Competition number
- Date of posting
- Date posting closes

Qualifications may not be established in an arbitrary or discriminatory manner and must reflect the requirements on the Job Descriptions.

Applications must be in writing.

### 18.03 No Outside Advertising

No outside advertising for any vacancy will be placed unless mutually agreed until the applications of present employees have been fully processed.

### 18.04 Posting Period

Vacancies, if they are to be filled, or new positions, must be posted within ten (10) working days of the vacancy or creation.

Vacancies of less than thirty (30) worked shifts need not be posted.  
Positions shall be posted for a minimum of five (5) working days.

The senior qualified applicant shall be awarded the position within ten (10) working days of the close of the posting.

Following the close of postings, the Employer will notify the Union when positions cannot be awarded in five (5) working days.

#### 18.05 Access to Postings

- (a) Postings will be issued on Tuesdays and/or Thursdays.
- (b) Postings will be distributed as follows:
  - faxed or emailed to a contact at each District site for display.
  - listed on the District Web Site ([www.sd8.bc.ca](http://www.sd8.bc.ca))
  - recorded on the District posting line (Phone # 505-7099)
- (c) It will be the responsibility of employees to check availability of vacancies by checking one of the areas outlined in (b) above.
- (d) Employees who will be absent and cannot access a telephone should contact the Manager of Human Resources (or designate) prior to leaving.

#### 18.06 Temporary Vacancies

Temporary vacancies of thirty (30) worked shifts or more duration will be posted as temporary vacancies.

#### 18.07 Notice of Return

If the temporary vacancy was created by a regular employee being absent due to illness or injury, the absent employee must give one (1) weeks notice of their return to work.

If the temporary vacancy was created by a leave of absence, the absent employee must give two (2) weeks notice of their return.

#### 18.08 Preference

- (a) In all cases of regular postings or temporary postings, regular employees having the required skills will be given preference over temporary employees and temporary employees will be given preference over casual employees from applications received.
- (b) If an employee holding a temporary position is the successful applicant for another temporary position that results in a scheduling conflict, they would relinquish the first (1st) temporary position. An employee may not return to a previously held temporary position after accepting a subsequent temporary position.

#### 18.09 Education Assistant Movement

Education Assistants are encouraged not to move within the system, except in September of each year. When a vacancy exists in mid-term it will be posted and the successful applicant selected. If the Director of Independent Learning Services in consultation with the Union has deemed that a mid-term move would be of significant detriment to the student, the successful applicant will be appointed to

the position in June for placement in September of the new school year. Should an Education Assistant position become redundant or the hours reduced, the affected Education Assistant will be placed in a position of at least equivalent hours that would have the least impact on student learning. Consideration will also be given to the employee's personal circumstances. The affected Education Assistant would then exercise their seniority in June to select a position for the September following.

#### 18.10 Maximize Hours of Work

While the parties recognize a need for and a preference on behalf of some employees for part time shifts, the Board is, however, encouraged to create positions or a combination of positions that allow employees to work up to the maximum number of hours. Where dual positions are established, Clause 10.16 - Dual Roles applies.

#### 18.11 Posting for Long-Term Absence

- (a) In the event of a vacancy occurring due to an illness, injury, or other reason this position will be posted as a temporary position pending the return of the incumbent to a maximum of six (6) months.
- (b) If, after six (6) months, the incumbent has not returned, then this position will be re-posted as a regular position.
- (c) If the incumbent is able to return to work at any time, they will return to their former position, they will revert to their former wages or salary rate without loss of seniority. If the position no longer exists, the employee will be eligible to exercise their bumping rights in accordance with the provisions of this Agreement. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority or benefits.
- (d) In the case of Education Assistants, if the holder of a temporary position is not the successful applicant, the position will be awarded in September of the following school year (pursuant to Article 18.09). Exceptions may be approved by the Director of Independent Learning Services in consultation with the Union.
- (e) When the incumbent is returning to an Education Assistant position that is deemed a one (1) year significant detriment by both the Board and the Union the incumbent will revert back to their position unless determined otherwise by the Director of Independent Learning Services in consultation with the Union.

In the case of Education Assistants returning from a medical leave the incumbent's assigned hours will be guaranteed for the remainder of the school year through the call-out procedure or a job assigned by the Board.

In all other cases where the Education Assistant was delayed a return to work until September will be provided work through the call-out procedure or through another job assigned by the Board. Exceptions may be approved by the Director of Independent Learning Services in consultation with the Union.

- (f) In the event that the position no longer exists; or the incumbent is no longer qualified or no longer physically able to perform substantially the duties of the former position then the incumbent will exercise their bumping rights in accordance with the Collective Agreement.

#### 18.12 Split Shifts

Definition: Any posted position that is not continuous from start time to finish time exclusive of the unpaid meal break.

There shall be no split shifts unless mutually agreed upon by the Union and the Board.

Bus Driver positions shall be a two (2) way split shift paid at a minimum of four (4) hours per day.

#### 18.13 Trial – Change of Classification or New Assignment

NOTE: Reference to change of classification or new assignment refers only to appointments as a result of a Posting or in the case of a bump to a different classification.

The successful applicant shall be placed on trial for a period of thirty (30) shifts worked. The trial period may be extended by mutual agreement.

Conditional on satisfactory service as determined through the evaluation process, the employee shall be confirmed in the position after the period of thirty (30) shifts worked.

In the event the successful applicant has difficulty with or proves unsatisfactory in the position at any time during the trial period, a committee comprising the Union and Board representatives will meet with the employee and the supervisor. This committee shall meet within five (5) days upon receipt of written request by either party. The committee will review the circumstances and can recommend that:

- The employee be returned to their former position and all affected employees will be given ten (10) working days notice subject to the provisions of this Clause; or
- The trial be extended and assistance provided to the employee

If the employee returns to their former position for any reason, they will revert to their former wages or salary rate without loss of seniority. If the position no longer exists, the employee will be eligible to exercise their bumping rights in accordance



with the provisions of this Agreement. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

18.14 Consideration for Promotion or Change in Classification

Consideration for promotion or change in classification will be given to the senior applicant who does not possess the required qualification or certification, but who can demonstrate that they are enrolled in a certification program and actively pursuing qualifications prior to filling of the vacancy. Such employee will be given a trial period to qualify within four (4) months, unless otherwise mutually agreed, and to revert to their former position if the required qualifications or certifications are not met within such time. This clause shall not apply where certificates are mandatory for initial placement in the vacancy.

18.15 Notification of Staff Changes

Within the first week of each month, a listing of all successful applicants for postings issued the previous month will be sent to all sites and the Union. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

18.16 Employee Familiarization

- (a) Familiarization is defined as a short period of time to which an employee is entitled in order to acquaint themselves with the particular details and routine of a new job.
- (b) Wherever necessary, employees new to a position will be given a minimum of one (1) shift with a qualified individual.

## **ARTICLE 19 – LAY-OFF AND RECALL**

### **Section 1 – Lay-Offs**

#### **19.01 No Lay-Off After November 30th**

The Board commits that there will be no CUPE staff lay-offs after November 30<sup>th</sup> of each school year provided that there is an understanding that staff could be transferred to other assignments of equal or greater hours, remuneration and classification during the balance of the school year. For example, in the event that an Education Assistant is assigned to a student on a one-to-one basis (e.g. autism) and the student leaves the District by December 15<sup>th</sup>, the Education Assistant could be re-assigned to another position in the District including casual, relief or term assignments. This would be done in consultation with the Union and the employee(s) involved.

In any event this re-assignment will not impose undue hardship on the employees.

#### **19.02 Reduction/Increase of Hours**

(a) Should the Board require a reduction of hours that would result in a twelve percent (12%) or more reduction of the incumbent's hours as of January 1, 2010, the employee has the following options:

- (i) accept the reduction to the newly defined hours and remain in the position
- (ii) have the right to exercise their seniority to bump as per Clause 19.05 – Bumping and Clause 19.06 – Use of Bumping Rights

If an individual has already been reduced by twelve (12%) percent or more, any further reduction after the date of ratification will allow bumping to occur.

(b) Should a position be increased in hours in excess of eighteen percent (18%) accumulative from January 1, 2010, the position shall be reposted. If the increase applies to Education Assistants position, Article 28 will apply.

#### **19.03 Lay-Offs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order to the bargaining-classification-wide seniority.

#### **Temporary Employees**

The parties agree that temporary employees will be laid off before regular employees and temporary employees will not be allowed to bump regular employees.

## Section 2 – Bumping

### 19.04 Notification Of

The Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days, as provided in this Article, they shall be paid for the days for which work was not made available.

### 19.05 Bumping

Regular employees will have the right to bump, bargaining-unit-wide, any employee with less seniority, providing they have the required qualifications as per the District job description. The temporary employees, when lay-off occurs, will have the right to bump, bargaining unit-wide, any temporary employee with less seniority, providing they have the required qualifications per the District job description. In cases of displacement due to technological change refer to Clause 24.01 - Displacement Due to Technological Change.

### 19.06 Use of Bumping Rights

Any bumping rights contained in this Article must be exercised within five (5) working days of receiving notice of lay-off.

## Section 3 – Recall

### 19.07 Recall

Employees shall be recalled in the order of seniority, provided they have the required qualifications per the District job description.

### 19.08 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, subject to job requirement.

## Section 4 – Miscellaneous

### 19.09 Benefit Premiums During Lay-Off

The Board agrees to pay its portion of premiums for all employee benefit plans for employees laid off for a period of up to four (4) calendar months. In the event of a longer lay-off, employees so affected shall have the right to maintain participation in all employee benefit plans by payment of the full costs (both the employee and employer's share) of such benefits to the Board, in advance, subject to the rules of the plans.

#### 19.10 Lay-Off Grievances

Grievances concerning lay-offs and recalls shall be initiated at Stage 3 of the grievance procedure.

#### 19.11 Union Executive

In order that the operations of the Union will not become disorganized when lay-offs are made, members of the Executive Board of the CUPE Local and Chief Steward shall be the last persons laid off during their term of office, subject to job requirement.

The Executive Board of the CUPE Local consists of the President, Regional Vice Presidents (2), Secretary, Treasurer, Chief Stewards (2) and Area Reps (6).

## **ARTICLE 20 - GENERAL PROVISIONS**

### **20.01 Home Care of Students**

Employees are not expected to provide care to students in the student's home.

### **20.02 Indemnification**

- (a) The Board shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or commissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.
- (b) Subsection (a) does not apply where:
  - (i) an employee has, in relation to the conduct that is the subject matter of the action, been found guilty of dishonesty, gross negligence or malicious or wilful misconduct, or
  - (ii) the cause of action is libel or slander.

### **20.03 Copyright Infringement**

In the performance of assigned duties, employees who are required or directed to copy and/or reproduce copyright material shall be indemnified by the Board for any copyright infringement. If an employee suspects a copyright will be infringed upon they shall advise the person directing them to do the work.

### **20.04 Merger/Amalgamation/Combination with Another School District**

In the event that the Board shall merge, amalgamate, or combine any of its operations or functions with another School District, the Board agrees to the retention of seniority rights for all employees with the new District following consultations between the Union and the Board.

## **ARTICLE 21 - SAFETY**

### **21.01 Definitions**

- (a) Workers' Compensation Board of BC Regulations – means the latest Occupational Health and Safety Regulations (as referred to in the Act) or any subsequent amendments to the regulations provided that they are equal to or exceed the above mentioned regulations.
- (b) Joint Site Safety Committee – means Joint Site Occupational Health and Safety Committee or Safety representative established at each district site as required by the Act.
- (c) Safety Advisory Council – means District Joint Occupational Health and Safety Advisory Committee as described in Clause 21.03 – Safety Committee.

### **21.02 Statement of Intent**

The Union and the Board agree to continue to consult and cooperate with each other on issues related to Occupational Health and Safety in striving to perfect safety measures now in effect.

The Union and the Board agree that the Workers' Compensation Act shall be the governing document in matters of Occupational Health and Safety.

Matters other than those described by or (if permitted) variations of the above noted Regulations shall be by mutual agreement.

### **21.03 Safety Committee**

The District Safety Officer shall establish a District Joint Occupational Health and Safety Advisory Committee comprised of:

C.U.P.E. – Two (2) Representatives  
K.L.T.F. – Two (2) Representatives  
Administrators Association – (2) Representatives  
Senior Management – Two (2) Representatives  
Trustees – Two (2) nonvoting Representatives

This District Joint Occupational Health and Safety Advisory Committee shall meet quarterly or as may be required or called for by any three (3) members. The meeting shall be chaired by a member elected by the committee. Minutes of meetings shall be recorded and filed with the District Safety Officer for access by Workers' Compensation Board of BC at any time during normal working hours. Copies of minutes shall be provided to all District Joint Occupational Health and Safety Advisory Committee members, Secretary of the Union and the person responsible for personnel relations.

#### 21.04 Safety Committee Meetings

- (a) The Safety Committee shall hold meetings, as requested by the Union or by the Board, and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- (b) All Joint Site Safety Committee meetings shall be regularly scheduled at the current level (monthly).

#### 21.05 Minutes of Safety Committee Meetings

All Site Safety Committee minutes shall be forwarded to the District Safety Officer. Copies of minutes shall be sent to Canadian Union of Public Employees (CUPE), Kootenay Lake Teacher's Federation (KLTF), Kootenay Lake Principals and Vice Principals Association (KLPVPA) and Senior Management.

The Joint Site Safety committee minutes format shall be developed by the District Joint Occupational Health and Safety Advisory Committee and shall be the same for all Site Joint Safety Committee meetings.

#### 21.06 Work Alone

The employer will establish procedures to ensure the safety of employees who work alone or in isolation.

#### 21.07 Employee Participation

Time spent by employees in performance of their duties as members of the District Joint Occupational Health and Safety Advisory Committee shall be considered as time worked, and payment shall be on the basis of straight time only.

#### 21.08 New Equipment Orientation

- (a) Machinery or equipment may only be operated by authorized persons.
- (b) In order to be authorized to operate equipment or machinery a person must be adequately trained and able to demonstrate its safe operation.

#### 21.09 Tools, Equipment, Clothing

All employees working in any dangerous capacity shall be supplied with all the necessary tools, safety equipment and protective clothing, when needed.

#### 21.10 Refusal of Unsafe Work

Both the Union and the Board recognize Refusal of Unsafe Work of the Workers Compensation Act Regulations and that employees shall not face discrimination.

### 21.11 Safety Training

Time spent on Health and Safety courses approved by the Board should be considered as time worked and payment shall be on the basis of straight time only to a maximum of eight (8) hours per day.

### 21.12 Infectious Diseases

To accomplish the goals laid out in the Workers Compensation Act and Regulation and to protect workers from infectious diseases in the workplace:

- (a) The District Joint Occupational Health and Safety Advisory Committee is charged with reviewing the impact of infectious diseases and what assistance the Board might provide to inform and protect employees in their specific environment.
- (b) The Board provides any employee requesting vaccination for HIV, Hepatitis A, B, C, or any other vaccination recommended by a Regional Medical Health Officer.



## **ARTICLE 22 - APPRENTICESHIP**

### **22.01 Co-operation**

The Board and the Union agree to co-operate in the establishment of an apprenticeship program to provide an opportunity for employees to gain career advancement in a specific trade.

### **22.02 Posting of Opportunity**

If the Board, in consultation with the Union, identifies the need for an apprentice placement, the position will be posted. The most senior employee will be selected provided they can pass a pre-apprenticeship test administered by the Apprenticeship Board with a required passing rate of eighty percent (80%) and meet any other requirements as designated by the Apprenticeship Board.

### **22.03 Leave for Courses**

Leave will be approved, without pay, for the apprentice for the purpose of attending full-time courses required under the apprentice program or the Board will allow the apprentice to time their vacation during this period.

### **22.04 Leave for Alternate Work**

If the Board is unable to provide employment for the apprentice to enable them to complete their apprenticeship, leave without pay will be granted so that the apprentice can complete their program with another Employer.

### **22.05 Rate of Pay**

The rate of pay will be identified as a percentage of the Journeyman's rate as follows:

1 - 6 months	60%	25 – 30 months	80%
7 - 12 months	65%	31 – 36 months	85%
13 - 18 months	70%	27 – 42 months	90%
19 - 24 months	75%	43 – 48 months	95%

If the apprenticeship is less than the above four (4) year program, the rate of pay percentages will be adjusted for the period of the apprenticeship.

### **22.06 Seniority**

Employees selected as apprentices under this program shall accrue seniority while in the program.

#### 22.07 Joint Committee

A committee comprising Union and Board representatives will be established should a vacancy for an apprentice program be identified to finalize any other matters relating to the apprenticeship that are required.

#### 22.08 No Guarantee

An apprentice will not be guaranteed a position when they have obtained a certificate of proficiency, or a certificate of apprentice or journeyman certification in their designated trade. They will be able to exercise their seniority to bid on available positions. An employee who provides the training required by the Apprenticeship Board to an apprentice will be protected from the bumping process from that individual.

## **ARTICLE 23 - PROFESSIONAL DEVELOPMENT**

### Preamble

The Board and the Union agree to encourage upgrading of CUPE personnel and believe that this is a joint responsibility in relation to financing and commitment of time.

### 23.01 Educational Leave

- (a) Educational leave, without pay, for up to one (1) year may be granted to an employee who wishes to participate in educational upgrading. This leave may be extended at the end of the term for up to one (1) additional year. Requests for such leave must be submitted, in writing, two (2) months prior to the effective date of leave.

Employees may request assistance for tuition or other related expenses in accordance with the Regulations to the CUPE/Board Professional Development Fund.

- (b) Job Related

- (i) When the Board requires an employee to participate in educational upgrading as a requirement for their position, leave with pay will be granted. Reimbursement will include payment for all hours in attendance up to a maximum of eight (8) hours per day, at straight time, as well as registration and other approved expenses in accordance with Board Policy.

- (ii) Courses of Instruction

In the event of any employee taking a course of instruction, as approved by the Board, in order that the employee will better qualify to perform their job, the Board will, on the employee's successful completion of the course, reimburse the employee in full for all pre-approved costs incurred during the duration of the course. When an exam connected with the course requires the employee to be absent from work for the day then the employee will be reimbursed equivalent to their normal shift for one (1) day.

### 23.02 Non-Instructional Days

Activities and training to take place on NID days will be pre-planned as far in advance as possible prior to the school year and will be developed in consultation with representatives of the appropriate classification.

Employees will be required to attend training or scheduled activities on NID days up to their normal hours of work.

If there are no scheduled activities or training arranged, or the employee does not wish to participate, their immediate Supervisor may approve job related duties for the shift. Attendance at training, scheduled activities or work assigned will be with pay and based on the regular hours of their normal shift.

With the permission of their immediate Supervisor, employees may elect to utilize vacation time, banked time or leave without pay on non-instructional days.

Groups of employees (e.g. bus drivers) with the approval of their Supervisor(s) may arrange for alternative methods of utilizing non-instructional days within the limits of this Collective Agreement, subject to mutual agreement between the Board and the Union.

Temporary and Casual employees will have the opportunity to attend training sessions/scheduled activities. If they are in a temporary posting they will attend with pay, or, may, with the approval of their immediate Supervisor be assigned work-related duties for the duration of their regular shift.

### 23.03 Professional Development Fund

The Board will, in co-operation with the Union, maintain a professional development fund, available for all employees within the bargaining unit.

The fund will be established at fifteen thousand dollars (\$15,000). The board will contribute sixty-five percent (65%) and the Union will contribute thirty-five percent (35%) and will be designated as twelve thousand (\$12,000) for individual employees and three thousand (\$3,000) for groups.

This fund may be increased by mutual agreement.

The fund will be administered by a committee comprising four (4) Union representatives and two (2) Board representatives.

Regulations for this fund will be based on those in effect as of July 1, 2004 and may be altered by mutual agreement between the Board and the Union.

### 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, 2022:

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.

Between July 1, 2020 and June 30, 2022, the parties had 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.

## **ARTICLE 24 – TECHNOLOGICAL CHANGE**

### **24.01 Definition**

A change which through the introduction of equipment, materials or processes results in the loss of employment or substantially alters the nature of the work of one (1) or more regular employees.

### **24.02 Advance Notice**

When the Board is considering the introduction of technological change, they will:

- (a) notify the Union in writing as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made;
- (b) will provide the Union in writing at least one hundred and twenty (120) days before the introduction of a technological change with a detailed description of the project including:
  - (i) the nature of the change;
  - (ii) the date on which the Employer proposes to effect the change;
  - (iii) approximate number, type and location of employees likely to be affected by the change;
  - (iv) the effects the change can be expected to have on employees' working conditions and terms of employment.

### **24.03 Consultation**

The Labour/Management Committee will meet within fifteen (15) days of advice by the Board that it plans to introduce a technological change. This Committee will work toward eliminating adverse effects on employees which might result from such changes.

### **24.04 Income Protection**

An employee whose job classification is changed or who is transferred to another assignment by virtue of technological change will suffer no reduction in normal earnings until such time as the Agreement rate for their new position is equal to their actual rate of pay.

### **24.05 Bumping Rights**

An employee who is displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy from which they have seniority and which they have the qualifications and ability to perform. If there is no vacancy,

they shall have the right to exercise their bumping rights in accordance with the Collective Agreement.

#### 24.06 Training Benefits

Where new or greater skills are required by an employee to carry out their work in the District as a result of technological change than are already possessed by the employee, such employees shall, at the expense of the Employer, be given a period of time not to exceed ninety (90) days in which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rate during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

#### 24.07 Additional Training

If additional training time is required beyond the ninety (90) days provided for in Clause 24.06 – Training Benefits, additional training time shall be at the expense of the employee. However, the position available will be held for the employee for the period of time agreed on and provided the employee successfully completes the training program.

#### 24.08 Training Period

The training period provided for in this Article shall be given during normal working hours whenever possible. Any time devoted to training due to technological change shall be considered as time worked.

Training programs will be developed in consultation with the Union and where applicable the manufacturers representative. When on-site training is necessary relief personnel will be provided for a reasonable period of time, if required.

#### 24.09 No New Employees

No additional regular employees shall be hired by the Board until the employee affected by the change has been notified of the proposed technological change and allowed the ninety (90) days to acquire the necessary knowledge or skill to retain their employment.

#### 24.10 New Classifications

All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the Board mutually agree to exclude them. (See Article 17 – Job Descriptions Including Pay Equity Maintenance Plan)

#### 24.11 Severance

Following a twelve (12) month lay-off period where the Board is unable to provide work for a displaced person with five (5) or more years of service, severance pay will be paid on the basis of one (1) weeks' pay at the regular rate of the position last occupied, for every year of service within the Board's employ.



## **ARTICLE 25 – RESIGNATION, DISCIPLINE, SUSPENSION AND DISCHARGE**

### 25.01 Just Cause

Employees who are dismissed for just cause are not entitled to two (2) weeks notice of termination of employment or two (2) weeks pay in lieu thereof.

### 25.02 No Just Cause

Except in the case of dismissal for just cause, employees who have completed their probationary period shall be given fourteen (14) calendar days notice of termination of employment or two (2) weeks pay in lieu thereof.

### 25.03 Resignation

An employee voluntarily leaving the service of the Board shall be required to give the Superintendent or delegate fourteen (14) calendar days notice in writing of termination of employment.

### 25.04 Employee Right of Representative

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-eight (48) hours' notice of any such discussion as well as the nature of the issue.

### 25.05 Discipline of Employee

Whenever the Board deems it necessary to discipline an employee in a manner indicating that 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 discipline to the employee and Secretary of the Union. The employee will be accompanied by the Shop Steward.

### 25.06 Records of Offence

Records that have been listed for over a twelve (12) month period will be withdrawn providing there has not been a continuation of an offence. Only those records of more than one (1) year shall be deleted.

### 25.07 Access to Personnel File

An employee shall have the right, after reasonable notice, to have access to and review their personnel record and shall have the right to respond in writing to any document therein. Such a reply would become part of the permanent record.

Viewing of the file shall be on the employee's own time at either the School Board office in Nelson or a designated office in Creston. Viewing will be done in the

presence of Management. The employee may be accompanied by a Union representative or may elect, in writing, to have a Union representative view the file on behalf.

Any disagreement as to the accuracy of the information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.

No document from the employee's record of which the employee was not aware at the time of filing may be introduced as evidence in any hearing.

## **ARTICLE 26 - GRIEVANCE PROCEDURE**

### **26.01 Procedures**

If a dispute is not submitted within thirty (30) working days after the occurrence of the act or decision giving rise to the dispute, or within thirty (30) working days of the Union becoming reasonably aware, then the dispute shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

However, if the Union does not present a grievance to the next highest level, they shall not be deemed to have prejudiced their position on any future grievance.

In the event of an employee having a grievance, the settlement of the grievance shall be handled under the following procedures:

#### **Stage 1**

The employee and/or a Union representative will first take up the matter with the employee's supervisor and clearly articulate that the conversation is a Stage 1 conversation. Whenever possible this shall be done within seven (7) working days of the alleged violation occurring or the difference arising. After the discussion occurs the supervisor will have seven (7) working days to effect a settlement.

#### **Stage 2**

Failing a satisfactory settlement at Stage 1, the Union may submit the dispute to the Superintendent or designate within seven (7) working days and a meeting shall be scheduled to take place within twenty (20) working days. However, this does not preclude either party from attempting to settle the grievance while awaiting the meeting.

After the meeting to consider the grievance at Stage 2 the Superintendent or designate will have fourteen (14) working days to effect a settlement and shall send its response to the Union giving reasons in writing.

#### **Stage 3**

Failing a satisfactory settlement at Stage 2, the Union may submit the dispute to the Board Committee within seven (7) working days and a meeting shall be scheduled to take place within twenty (20) working days. However, this does not preclude either party from attempting to settle the grievance while awaiting the meeting.

After the meeting to consider the grievance at Stage 3 the Board Committee will have fourteen (14) working days to effect a settlement and shall send its response to the Union giving reasons in writing.

#### Stage 4

Failing a satisfactory settlement at Stage 3, the matter may be referred, by either party, to Arbitration within twenty (20) working days.

#### 26.02 Employer Grievance

The Board shall have the right to submit in writing any dispute regarding the interpretation of or violation of this Agreement to the President and Secretary of the Union. Failing a satisfactory settlement within eight (8) working days of the submission, the Board may, upon giving five (5) working days notice in writing to the Union of their intention, refer the dispute to Arbitration instituted in accordance with this Article.

#### 26.03 Written Submission Requirement

All grievances beyond Stage 1 will be submitted and answered in writing.

#### 26.04 Policy Grievances

Policy grievances will be initiated at Stage 2 of this procedure.

#### 26.05 Grievances due to Employee Termination or Suspension

Grievances due to Employee Termination or suspension over five (5) days will be commenced at Stage 2.

#### 26.06 Time Limitations

The time limitations set out in this Article may be extended by written mutual agreement of the parties.

#### 26.07 Definition of Working Days

For the purpose of this Article "working days" shall be defined as a day on which the Board Office is open for business to the public.

## **ARTICLE 27 - ARBITRATION PROCEDURE**

### **27.01 Consensual Mediation/Arbitration**

If the parties mutually agree, the provisions of Section 105 of the Labour Relations Act (Consensual mediation-arbitration) may be invoked instead of the arbitration process contained in this 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, 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.

### **27.03 Governance of Officer**

An officer named in accordance with this clause shall be governed by the provisions of this Agreement and shall not have the right to add to, delete from, to change, or make any decision inconsistent with the provisions of this Agreement. The decision of the officer shall be final and binding on both parties.

### **27.04 Resolution of Differences**

Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Article 26 – Grievance Procedure and Article 27 - Arbitration as the only means of resolving any differences which may arise during the term of this Agreement. All employees except those discharged or suspended shall continue to work as usual without curtailment or restriction of normal production, and the Board shall not lock out the employees.

### **27.05 Expenses**

Each party shall pay all expenses incurred in connection with the presentation and preparation of its own case. Chairman's expenses shall be shared equally.

### **27.06 Witnesses and Access to Board Premises**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or

the arbitrator(s) to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

27.07 Application of Clause 26.01 – Grievance Procedure

The procedure for settling disputes as set out in this Article shall be strictly adhered to, but where a dispute involving a question of general application or interpretation occurs, the Board and the Union may agree to by-pass Stages 1 and 2 of Clause 26.01 – Procedures of Article 26.

27.08 Time Limitations

The time limitations set out in this Article may be extended by mutual agreement of the parties.

## **ARTICLE 28 – EDUCATION ASSISTANTS’ SUPPORT TO SCHOOLS**

### **28.01 Education Assistant Support to Schools**

The intent is to provide equitable Education Assistant support time to schools to maintain sufficient hours to support students’ physical, emotional and educational needs.

The following guidelines depend on student needs and available funding as determined by the annual budget approved by the Board.

#### **1. Guidelines for School-Based Education Assistants Positions**

Additional time required for students will be first assigned to the most senior Education Assistants on site for the remainder of the school year, subject to the requirements of the student and program.

The additional time would depend on a functional needs assessment completed by the Director of Independent Learning Services. This assessment to be completed as soon as practicable.

If additional hours/position is to be continuing, it will be posted prior to the end of the school year to take effect the following September.

#### **2. Guidelines for Specialized Needs of Some Students**

The School-based team, in conjunction with the Director of Independent Learning Services will establish the requirements for specialized needs of individual students.

#### **3. Transitions**

Where the Director of Independent Learning Services in consultation with the school-based team determines a need for a transition, it will be developed. This process will generally begin in the spring of the school year and will meet the needs of the individual student. If these needs are not met for the student or the Education Assistant more time will be allowed for familiarization. If the transition plan involves the same Education Assistant moving to the new school with the student, the matter will be referred to the significant detriment process.

The significant detriment process will be comprised of two management personnel and two union personnel. Others may provide additional information on specific student needs. The decision will rest with the Director of Independent Learning Services.

Transportation assistance for the Education Assistant to participate in the transition plan will be provided by the Employer.

4. Timelines for Implementation of the School-based Positions

Effective June 1 of each year, (or as soon as possible) allocations will be provided to the school.

5. Attendance at School-Based Team Meetings

When requested by the school administration to attend school-based team meetings, (including I.E.P. meetings) the Education Assistant will be paid at straight time, if outside of their regular school hours. An Education Assistant will be provided with all the necessary materials to carry out the instructional goals of the Individualized Education Plan (I.E.P.) depending on available funding as determined by the annual budget approved by the board.

6. Disputes

Any disputes arising from Article 28 will be referred to a mediator provided by the Labour Relations Board, who will remain seized in all matters relating to Article 28.



## **ARTICLE 29 - TERM OF AGREEMENT**

### 29.01 Term

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

### 29.02 Notice

Either party, may within the period of four (4) months immediately preceding the date of expiry of this Agreement, by written notice, require the other party to the Agreement to commence collective bargaining.

### 29.03 Agreement to Continue in Force

Where notice to amend the agreement is given, the provisions of this Agreement shall continue in force until a new agreement is signed.

### 29.04 Changes in Agreement

Any changes deemed necessary to this Collective Agreement may be made by mutual agreement at any time during the existence of this Agreement.

IN WITNESS THEREOF the parties have executed this Agreement under Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE BOARD:

FOR THE UNION:

*Signed on Behalf of:*

*Signed on Behalf of:*

The Board of School District No. 08  
(Kootenay Lake)

The Canadian Union of Public  
Employees, Local 748

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Trish Smillie, Superintendent of  
Schools

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Kathy Centrone, Acting President

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Anne Cavicchi, Secretary

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Chandra Singh, Director of Human  
Resources

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Robin Sheppard, Treasurer

**SCHEDULE "A"**  
**WAGE RATES**

<b>Position</b>	<b>30-Jun-21</b>	<b>1-Jul-22</b>	<b>1-Jul-23</b>	<b>1-Jul-24</b>
	-	<b>\$0.25; and 3.24% GWI</b>	<b>5.5% GWI; plus 1.25% COLA</b>	<b>2% GWI; plus COLA*</b>
International Program Assistant	\$26.70	\$ 27.82	\$ 29.70	\$ 30.29
Secretary	\$26.70	\$ 27.82	\$ 29.70	\$ 30.29
Speech Language Pathology Assistant	\$26.70	\$ 27.82	\$ 29.70	\$ 30.29
Youth & Family Worker	\$26.70	\$ 28.17	\$ 30.32	\$ 30.93
Accounts Payable Clerk	\$28.20	\$ 29.37	\$ 31.35	\$ 31.98
Payroll Clerk	\$29.65	\$ 30.87	\$ 32.95	\$ 33.61
Transportation Coordinator Assistant	\$29.65	\$ 30.87	\$ 32.95	\$ 33.61
Information Technology Technician	\$31.59	\$ 32.87	\$ 35.09	\$ 35.79
Journeyman	\$34.15	\$ 35.51	\$ 37.91	\$ 38.67
Aboriginal Education Coordinator	\$35.17	\$ 36.57	\$ 39.04	\$ 39.82
Payroll & Benefits Coordinator	\$35.17	\$ 36.57	\$ 39.04	\$ 39.82
Student Services Coordinator	\$35.17	\$ 36.57	\$ 39.04	\$ 39.82
Technology Coordinator	\$35.17	\$ 36.57	\$ 39.04	\$ 39.82
Transportation Coordinator	\$35.17	\$ 36.57	\$ 39.04	\$ 39.82
Industrial "A" Gasfitter	\$36.07	\$ 37.50	\$ 40.03	\$ 40.83
General Operations Foreman	\$38.80	\$ 40.32	\$ 43.04	\$ 43.90
Chef Helper	\$19.05	\$ 19.93	\$ 21.28	\$ 21.71
Noon Hour Supervisor	\$19.05	\$ 19.93	\$ 21.28	\$ 21.71
Labourer	\$22.88	\$ 24.98	\$ 27.67	\$ 28.22
Custodian	\$23.62	\$ 25.02	\$ 26.99	\$ 27.53
Clerical Assistant	\$24.39	\$ 25.44	\$ 27.16	\$ 27.70
French Language Tutor	\$25.19	\$ 26.61	\$ 28.66	\$ 29.23
Library Resource Assistant	\$25.19	\$ 26.26	\$ 28.03	\$ 28.59
Maintenance Worker	\$25.19	\$ 26.26	\$ 28.03	\$ 28.59
Auditorium Facility Operator	\$26.36	\$ 27.47	\$ 29.32	\$ 29.91
Chef	\$26.36	\$ 27.47	\$ 29.32	\$ 29.91
Data Entry Clerk	\$26.36	\$ 27.47	\$ 29.32	\$ 29.91
Groundsperson	\$26.36	\$ 27.47	\$ 29.32	\$ 29.91
Education Assistant	\$26.70	\$ 27.82	\$ 29.70	\$ 30.29
Trades Worker	\$26.36	\$ 27.47	\$ 29.32	\$ 29.91
Custodian Foreman	\$25.98	\$ 27.52	\$ 29.69	\$ 30.28
Aboriginal Youth Worker & Liaison	\$26.70	\$ 28.17	\$ 30.32	\$ 30.93
Bus Driver	\$26.70	\$ 27.82	\$ 29.70	\$ 30.29
Courier	\$23.62	\$ 24.64	\$ 26.30	\$ 26.83
Equipment Operator	\$26.70	\$ 27.82	\$ 29.70	\$ 30.29

\* 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 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

## **SCHEDULE "B"**

### HOURS OF WORK

Normal shifts for all classifications shall be five (5) consecutive days with consecutive hours, Monday to Friday as listed below:

1. Shifts:
  - Day Shift - 6:00 a.m. to 5:00 p.m.
  - Afternoon Shift - 3:00 p.m. to 11:30 p.m.
  - Night Shift – 11:00 p.m. to 7:00 a.m.
2. During days when classes are not in session afternoon shift custodians will work dayshift upon approval from their site supervisor.
3. CUPE employees may choose to work during July and August for ten (10) hours a day for four (4) days or for eight (8) hours a day for five (5) days. The schedule chosen must be consistent throughout these months.
4. Half-time bus drivers shall be considered as four (4) hours per day, whether or not actual driving time amounts to this number of hours.

NOTE: Changes to posted hours are subject to the provisions of Clause 9.02 – Variation of Hours of Work.

5. **Coffee Breaks**

An employee whose shift is over three (3) to five and one-half (5 ½) hours per day is entitled to one (1) fifteen (15) minute paid coffee break. An employee whose shift is over five and one-half (5 ½) to eight (8) hours per day is entitled to two (2) fifteen (15) minute paid coffee breaks, one (1) in each half of the shift.

6. **Lunch Breaks**

Employees scheduled for more than four (4) hours will be entitled to an unpaid lunch break of a minimum of thirty (30) minutes. Every effort will be made to provide a duty-free lunch. In the event this cannot be arranged, the lunch period will be deemed to be part of the work day or the employee will be paid an additional thirty (30) minutes at straight time.

7. **Meeting/Consultation Time**

- ◆ Consultation time and preparation time are included in the employee's shift.
- ◆ When consultative time is outside the regular shift, Education Assistants will be paid at straight time up to the completion of the seventh (7th) hour and then they will be paid overtime.

- ◆ Youth and Family Worker/Aboriginal Youth Worker and Liaison are expected to modify work schedules to accommodate consultations. Overtime will be paid after seven (7) hours worked.

8. Work Assignment

Because Education Assistants are assigned to a classroom they can expect to be assigned work when a specific child under their care is absent. When the absence is of a longer duration, Education Assistants might be subject to reassignment or layoff. (Refer to Clause 19.01 – No Lay-Off after September 30<sup>th</sup>)

## **SCHEDULE "C"**

### CLASSIFICATIONS

Employees shall be classified as follows: (Refer to the Job Description for further information on these positions. Job Descriptions will be available at each site.)

#### **Aboriginal Youth Worker & Liaison**

An employee in this classification provides support to identified Aboriginal students and their families in order that they may benefit more fully from educational programs.

#### **Accounts Payable Clerk**

An employee in this classification processes the Accounts Payable requirements in accordance with School District accounting policies and practices.

#### **Auditorium Facility Operator**

An employee in this classification provides administration, co-ordination and technical direction in the use of the Auditorium under the terms of the Board/Town Agreement as well as Board Policy.

#### **Bus Driver**

An employee in this classification operates a school bus ensuring that the vehicle is in safe condition and in accordance with all the requirements of the Motor Vehicle Act and with Board Policy.

#### **Chef**

An employee in this classification plans, prepares and cooks a variety of nutritious hot lunches, with desserts, on a daily basis.

#### **Chef Helper**

An employee in this classification assists the Chef and performs such related duties as are assigned by the Chef.

#### **Clerical Assistant**

An employee in this classification provides a variety of general office routines.

#### **Courier**

An employee in this classification is responsible for the care and distribution of mail, documents and other items to schools and School District buildings and may be required to operate a school bus.

#### **Custodian**

An employee in this classification is responsible for the cleaning, minor maintenance and security of a facility.

#### **Custodian Foreman**

An employee in this classification is responsible for the supervision of the School District's custodial services, under the supervision of the Director of Operations or designate.

**Data Entry Clerk**

An employee who, under the direction of the Secretary Treasurer, the Payroll Clerk or the Accounts Payable Clerk performs data entry functions in the Accounting Department.

**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.

**Education Assistant**

An employee in this classification is assigned to the school(s) school based team to provide specialized support for students (generally with special needs) as directed by the Principal.

**Equipment Operator**

An employee who, under the direction of the Manager of Operations or designate, operates the District equipment.

**French Language Tutor**

An employee in this classification assists students enrolled in the French Immersion Program to improve their language acquisition and assists in the preparation and delivery of educational materials.

**General Operations Foreman**

An employee who directs work to and co-ordinates the activities of employees working in the Operations Department.

**Groundsperson**

An employee in this classification is responsible for the care and maintenance of all grounds and an effective pest and rodent control program. In the winter months the incumbent will perform maintenance duties in designated areas.

**Industrial "A" Gasfitter**

An employee who does skilled work in the plumbing/gas fitting trade.

**Information Technology Technician**

An employee, reporting to the Technology Coordinator or designate, who is responsible for the repair, installation and maintenance of the technology and information services.

**International Program Assistant**

An employee who, under the direction of the Principal and/or ESL Teacher, is responsible for assisting students enrolled in the International Program to improve their language acquisition and assists in the preparation and delivery of educational materials.

**Journeyman**

An employee in this classification does skilled work in the trade in which the Board requires the employee to be certified.



**Labourer**

An employee in this classification provides support services.

**Library Resource Assistant**

An employee in this classification provides specialized support for the operation of school library/resource centres.

**Maintenance Worker**

An employee in this classification does semi-skilled work.

**Noon Hour Supervisor**

An employee in this classification supervises students, including the organization of games.

**Payroll & Benefits Co-ordinator**

An employee who, under the direction of the Secretary Treasurer, supervises the preparation and distribution of payroll for all Teaching and Non-Teaching personnel, ensuring that all regulatory and contractual requirements relating to payroll and benefits are maintained.

**Payroll Clerk**

An employee who, under the direction of the Secretary Treasurer, prepares and distributes the payroll for all teaching and non-teaching personnel ensuring that all regulatory and contractual requirements relating to payroll and benefits are maintained.

**Secretary**

An employee in this classification performs a variety of administrative/financial and clerical duties.

**Student Services Co-ordinator**

An employee who, under the direction of the Director of Independent Learning Services or designate, coordinates support services for students with special needs in accordance with Ministry of Education Special Education Policies, Procedures and Guidelines.

**Speech Language Pathology Assistant**

An employee in this classification provides Speech Therapy support for students with special needs.

**Technology Coordinator**

An employee, under the direction of the Director of Operations or designate, who is responsible for the overall technology and information services and promotes the effective use of technology towards the educational and corporate objectives of the School District. In consultation with the Information Technology Steering Committee, the employee will provide planning, implementation, management and technical resources for all educational and administrative computer systems functions and all aspects of Information Technology support for the information services throughout the District.

**Trades Worker**

An employee who does skilled work.

**Transportation Co-ordinator**

An employee in this classification co-ordinates a variety of functions relating to the District's Pupil Transportation System.

**Transportation Coordinator Assistant**

An employee who operates a school bus, ensuring that the vehicle is in safe condition and in accordance with all requirements of the Motor Vehicle Act and Board Policy. Directs the work of others doing the same work, as directed by the Supervisor, for a variety of functions related to the District's transportation system.

**Youth and Family Worker**

An employee in this classification provides support to students with behavioral, emotional and social disorders, through individual, family and group work.

## APPENDIX "A"

### CURRICULAR/EXTRA-CURRICULAR TRAVEL

1. Any violations of this Agreement will be subject to the grievance procedure with restitution being payment to the Union based on what the trip would have cost if taken by a CUPE driver.
2. The funding provided by the Board for curricular/extra-curricular travel be allocated to trips utilizing School District buses driven by qualified CUPE drivers. Any other trips will be funded from funds other than allocated by the School Board.

Monies raised by a school or received by donation may be utilized by the school to provide transportation in conjunction with the provisions of this Agreement.

3. The process for assigning drivers to take curricular/extra-curricular trips will be as per Appendix "D" – Call Out Procedure.
4. Driving Time:

Driving time for curricular/extra-curricular travel will be paid at the straight time rate of pay for the first eight (8) hours driven in a day; all additional driving time will be subject to Article 11.06.

5. Waiting Time:

Waiting time shall be paid at the straight time rate of pay as follows:

- a) Day trips – all hours that a driver is required to be away from the bus garage or regular parking area, that are not "driving time" unless specified elsewhere in this document.
- b) Overnight trips – 2nd and subsequent days.

The minimum waiting time for a day shall be four (4) hours except to reduce waiting time, the trip Supervisor may release the driver when not needed for periods of four (4) hours or more, provided that the driver has accommodation to go to or some other arrangement through mutual agreement between the driver and the trip Supervisor. Calculation of this time shall be from when the driver reaches their accommodation until they must leave the accommodation to return to the venue (as per driver's log or duty status sheet).

- c) Calculation or payment shall be from departure at the bus garage or regular parking area until return to that point, inclusive of pre-trip, post-trip and fuelling time.
6. Preparation Time of the vehicle as required and as follows:
    - (a) Warm up, pre-trip inspections; a minimum of fifteen (15) minutes.

- (b) Cleaning of the interior of the bus and post-trip inspection; a minimum of fifteen (15) minutes.
- (c) Bus Compound security; fifteen (15) minutes minimum when required.

These times may be extended for unusual circumstances with the approval of the Director of Operations or designate.

Fuelling of the bus and bus compound security, when required, shall be paid as on-duty time.

For the purpose of calculating driving time versus waiting time, preparation time shall be considered driving time.

7. Meal Allowance

Drivers will be entitled to receive a per diem meal allowance in accordance with Board per diem policy if the trip exceeds three (3) hours, the driver is away over a meal time and has not been provided with a free meal acceptable to the driver.

Meal times shall be designated as follows:

Breakfast	6:00 A.M. to 7:00 A.M.
Lunch	12:00 Noon to 1:00 P.M.
Supper	5:00 P.M. to 6:00 P.M.

*Effective July 1, 2020*, the employee shall be entitled to an additional supper meal allowance for each four (4) consecutive hours of driving time after 6:00pm.

To be eligible for a meal allowance, a driver must also be away for the entire time allotted for a meal.

Drivers will not be eligible to receive this meal allowance if the trip is within a fifty (50) km. radius of the following points of origin:

Creston	Meadow Creek	Slocan
Crawford Bay	Salmo	Playmore Junction
Kaslo	Nelson	

This limitation will not apply if the trip is out of School District boundaries.

Any time spent by the driver eating a meal shall not be charged (minimum of half hour/meal). This time shall include any time traveling to or from the meal allocation during waiting time as per Schedule B – A6.

- 8. On trips exceeding twelve (12) hours, drivers will be provided with a suitable rest area. As it is preferable for the driver to rest prior to commencing the return trip, it is

not necessary that the twelve (12) hours expire before a room is made available. Hotel or motel accommodation will be billed to the school.

9. A room will be provided to the driver for any overnight trip. Eight (8) consecutive uninterrupted hours will be provided for sleeping time.
10. All school bus trips must be reported to the Transportation Coordinator and to the respective bus marshalling points at least seventy-two (72) hours prior to the commencement of the trip. The Transportation Coordinator will forward a copy of the application to the Union upon request. It is understood by the parties that there may be situations that arise where seventy-two (72) hours notice is impossible.
11. Transportation arranged by the schools may utilize the following mode of transportation:

School District owned school bus with qualified C.U.P.E. drivers will be used except in circumstances as indicated below:

- (a) Commercial licensed carrier under the provisions of the Motor Vehicle Act and approved by the Director of Operations, provided that such trips exceed forty-eight (48) hours, to a maximum of eighteen (18) trips per year. This refers to carriers such as Greyhound, Dewdney, etc.
- (b) Secondary school students may be transported by private vehicles if all of the following requirements are met:
  - a maximum of four (4) vehicles are used
  - a maximum of seventeen (17) students are carried per event per school
  - the vehicle(s) and driver(s) meet current Board Policy.
- (c) Elementary school students may be transported by private vehicles if all of the following requirements are met:
  - a maximum of thirty (30) students per event, travel within the School District boundariesor
  - a maximum of thirty (30) students per event within seventy-five (75) km radius of the school.

The employer will forward to the secretary of the Union, by the 10<sup>th</sup> day of each month, a report detailing use of private vehicles, as follows: date, origin, destination, event, number of vehicles and number of students. Any use of private vehicles in violation of (a) through (c) above may be subject to the grievance procedure within forty (40) working days of receipt of this monthly report.

12. The provisions of this document can be varied by a Standing Committee comprised of two (2) Union representatives and two (2) Management representatives. Any school/individual must request a variance two (2) weeks in advance of the anticipated trip. The Committee will be empowered to authorize variations given the situation, location of the school and other pertinent factors. Such an agreement to be by consensus and confirmed in writing. Decisions will be made "without prejudice". The Committee may call on other personnel for advisement.

## APPENDIX "B"

### SCOPE OF WORK AGREEMENT

This Scope of Work Agreement outlines the type of capital work and/or Annual Facilities Grant projects (facilities improvement projects) our crew will do and the process we will use in relation to this.

1. Projects cannot exceed \$250,000.00 in total. The Ministry of Education requires us to tender any project over this amount. This does not mean that there will not be aspects of projects in excess of \$250,000.00 which can be done by our crews (e.g. alarm systems, computer wiring, grounds, millwork, etc.). This would be identified at the time of tender of the major project and excluded from those tenders.
2. When grants are received for capital facilities improvement projects or when requesting emergent funding for a specific project, a meeting will take place with Management and Union representatives to discuss the project, identifying those that will be handled by the crew, those that will be tendered and determination made as to what supervision will be required on the project. In relation to supervision, it is hoped there will be an opportunity for as many staff that are qualified and desirous to have the opportunity to supervise a project. Based on these discussions, Management will determine what areas of the project will be handled by a crew, what areas will be tendered and what supervision will be required.
3. Pre-construction meetings for planning and determining manpower requirements will take place. These will include Management, the person or persons responsible for supervising the project and key workers from specialty trades whose input will be required during the planning stages of the project (e.g. plumber, electrician, etc.). During these meetings the following areas will be reviewed:
  - availability of staff in relation to the amount of work that is required and in relation to the number of projects that will be undertaken;
  - the work undertaken cannot affect the quality of maintenance service to the schools;
  - consideration as to what type of equipment is required to do the job and its availability, either through our supply or by rental;
  - specifications and standards will be reviewed;
  - assurance that warranty/guarantees are not jeopardized by not having qualified tradesmen complete the work;
  - hours of work for the project will be determined.

Note: an inventory of expertise within our staff and equipment we have available throughout the District will be developed.

4. Once the project is underway, ongoing site meetings (at least weekly) will be held with the project Supervisor. These will include tracking of costs as well as scheduling work.

5. A debriefing meeting will be held at the end of each project to analyze how the project went and determine what improvements we can make for the next project(s).
6. Asbestos removal projects will be discussed prior to determining whether they will be tendered or we will utilize our own forces. Type 3 removals will generally be tendered.
7. General Notes:
  - specifications for tendered projects need to be developed to include training our staff on specialty areas such as controls on alarm systems so that we know how the system works, can troubleshoot and repair the system as required once it becomes our responsibility;
  - when warranty work is done on any equipment in relation to a project a School District representative will be in attendance to monitor and learn the techniques and trouble shooting. It is expected that the person that will be required to maintain the system after the warranty period is over would be the person that is in attendance during this work;
  - we will look at hiring manpower whenever practicable for trades that we can't cover (hopefully developing a list of people we can use on a continuing basis). These will have to be suitable employees and available to work within project time schedules as well as meet the requirements of regulatory bodies;
  - we will look at different products that would eliminate the necessity to hire outside employees;
  - these projects will be posted as site specific requiring successful applicants to provide their own transportation. Callouts to work on these projects will be site specific as well and they will be required to provide their own transportation. Regular employees (e.g. electrician, plumber) who are required to do a portion of work on the project will start and finish their shift at the appropriate maintenance facility where they are stationed.
8. This Agreement will be a living document and will be reviewed and upgraded as required. Either party may request a review of any of the items in this Agreement at any time.

## APPENDIX “C”

### EMERGENCY CALL-OUT PROCEDURES (Facilities, Property or Equipment)

1. Types of Call-Outs:
  - a) fire/intruder alarm.
  - b) other – which includes any damage to buildings or grounds that left unattended, will create major additional problems or further damage to the buildings or be a potential safety hazard.
  
2. Call-Out of Employees:

#### Fire/intruder alarm:

The monitoring station will contact the designated employee in the appropriate area.

The Board will designate a contact person in each area and will provide the necessary equipment and reimburse for any necessary expenditures – i.e. designated telephone line, etc. as approved by their Supervisor.

The contact person will determine if the facility needs to be attended.

The contact person in the Creston area will attend calls at the following sites:

Wynndel, Adam Robertson, Creston Education Centre, Erickson, Prince Charles Secondary, Canyon Lister, Board Office, Maintenance, Day Care, Crawford Bay, Yahk.

The contact person in the Nelson area will attend calls at the following sites:

Blewett, Gordon Sargent, Hume, Central Education Centre, Trafalgar, Redfish, A. I. Collinson, Rosemont, LV Rogers, Board Office, Maintenance, South Nelson, Salmo Elementary, Salmo Secondary, Brent Kennedy, Mt. Sentinel, Winlaw, WE Graham, JV Humphries, Jewett), Salmo Day Care, Brent Kennedy Day Care, LV Rogers Day Care, Lakeside Learning Centre.

If necessary, the contact person will call the appropriate employee(s) on the call-out list, in order of seniority and qualifications and by geographical area:

Lower Slokan Valley – Brent Kennedy, Mt. Sentinel, Brent Kennedy Day Care  
Upper Slokan Valley – W. E. Graham, Winlaw  
Salmo – Elementary and Secondary, Salmo Day Care  
Kaslo – J. V. Humphries, Lakeside Learning Centre  
Meadow Creek – Jewett  
Crawford Bay  
Yahk



If further support is required, the contact person or the called out employee must first check with the Manager of Operations for authorization. In the absence of the Manager of Operations, the Director of Operations will be called.

In many cases a call-out will not be required. The contact person will make that determination and will be indemnified from any action arising from the determination. The contact person will be reimbursed for one (1) call-out every nine (9) alarm calls they receive that they do not have to attend.

In the absence or unavailability of either of the two (2) contact persons, the Board will identify backup for both the Nelson and Creston area.

3. Other:

When a problem occurs at a school or site that is identified by an Administrative Officer, Teacher, Custodian or other employee, the process will be to call the Manager of Operations, or in their absence, the Director of Operations.

The Manager of Operations (or the Director of Operations) will dispatch the appropriate personnel, by seniority and qualifications, to deal with the situation.

If the person dispatched identifies a need for additional personnel, prior to proceeding, they will first check with the Manager of Operations for authorization. In the absence of the Manager of Operations, the Director of Operations will be called for authorization.

These call-outs will be arranged by area similar to the fire/intruder alarm process above.

4. Employees wishing to be placed on the emergency call-out list will be required to complete the call-out registration form and if the employee is requesting consideration for emergency call-out in an area other than their posted classification will be required to provide information regarding their qualifications, training and experience.

If an employee selected for the emergency call-out list will not be available for call-out for a period of time, they will notify the contact person.

Procedures for personnel to follow when attending a potential intrusion at a school/site will be drafted, provided to all employees on the emergency call-out list and posted at all worksites.

## **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

## **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 their posted classification, they will be required to provide information on their qualifications, training and experience.

An employee can register on as many lists as they wish, provided they have 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 they 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 start up phase of this process is completed, an employee submits the completed Call-Out Registration Form/Profile, they 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. 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 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**

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.

## **APPENDIX "E"**

### NOTES RELATING TO COLLECTIVE AGREEMENT

1. Frozen Accumulated Sick Leave was provided to employees who were employed by the former school District No. 86 (Creston-Kaslo) prior to June 30, 1985 when the District moved to a Short Term Sub Leave Plan. The balance of these credits will be carried over to the new School District No. 8 (Kootenay Lake). The provisions of Article X, Section 1 (b) (i), (ii) and (iii) of School District No 86 (Creston-Kaslo) Collective Agreement expiring on September 30, 1996 shall continue to apply until the last credit is used or paid out.

2. Federally Funded French Monitor

Prior to application for this bi-annual grant being made, the parties will meet and agree on the conditions. It is understood that the conditions may be in part dictated by the Federal Government.



**LETTER OF UNDERSTANDING NO.1**

**between**

**CUPE LOCAL 748**

**and**

**THE BOARD OF EDUCATION**

**SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Job Sharing

Employees may make application to share one (1) position. This request must be made, in writing, to the Board with a copy to the Union.

The Board, in situations where it is in the best interest of students and employees, may request consideration of a job sharing arrangement.

On receipt of such a request the Board and the Union will meet to review the application.

Approval of any request will be by mutual agreement.

Either the Board or the Union may cancel the arrangement by giving thirty (30) days written notice to the other party and the employee(s) involved.

FOR THE BOARD:

FOR THE UNION:

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**LETTER OF UNDERSTANDING NO.2**

**between**

**CUPE LOCAL 748**

**and**

**THE BOARD OF EDUCATION**

**SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Workload Review

The Board is prepared to sign a Letter of Intent that would outline a process for a study for workload issues based on the following considerations:

- Committees comprising representation from CUPE., supervisory staff (A.O.s) where appropriate and senior management be established for each of the work areas to be considered. These committees would be similar to the Custodial Advisory Committee currently in place.
- The committees would review the work areas and recommend targets that would relate to the requirements of those positions.
- While undertaking this study, the committee will identify work required in a priority fashion in each of the areas to be studied and develop expectations for the areas that will be understood by all parties in relation to current staffing allocations.
- The Board will strive to work towards levels identified with the understanding that there are budget limitations in current funding levels and there may be other internal/external influences that could impact what is done.

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FOR THE UNION:

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**LETTER OF UNDERSTANDING NO.3**

between

**CUPE LOCAL 748**

and

**THE BOARD OF EDUCATION**

**SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: Article 15.10 Benefit Summary

This letter of understanding clarifies the payment of the premiums for the Long-term Disability Plan.

The parties recognize and agree that the Long-Term Disability Plan is a component of the Provincial Education Benefits Trust. The LTD Plan is funded 100% by government and that is the meaning of "100% Board" in the fifth row of the fourth column of the chart.

In the event that government should cease to fund the Long-Term Disability Plan, the maximum obligation of School District No. 8 would be for twenty-five percent (25%) of the premium costs, the balance would become the obligation of the employees.

FOR THE BOARD:

FOR THE UNION:

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## **LETTER OF UNDERSTANDING NO. 4**

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

RE: Self-funded Leave

Whereas the Board and the Union wish to establish for the benefit of the employees of the Board, a plan to enable them to fund leaves of absence from employment of not less than three (3) consecutive months, and not more than one (1) calendar year, through deferral of salary (self funded leave) on such terms as may be set out in this Agreement; and

Whereas it is intended that such plans qualify as “prescribed plans” within the meaning of the Income Tax Act (Canada).

Now therefore this Agreement witnessed that in consideration of the premises the parties agree to institute the plan, as set out in the following terms, of the Self-Funded Leave Plan for the eligible employees of the Board of Education of School District No. 8 (Kootenay Lake).

### 1. Definitions

“Accumulated interest” means the amount of interest earned in accordance with Clause 4.b of the monies retained by the Board on behalf of the participant, calculated from:

- a) The first (1<sup>st</sup>) day any of such monies has been received by the eligible financial institution, or
- b) The last date to which interest has been paid in accordance with Clause 5.a; whichever is later.

“Agreement(s)” means the agreement(s) in force from time to time between the Board and the Union as described in the Provincial Framework Agreement.

“Board” means the Board of Education, School District No. 8 (Kootenay Lake)

“Compensation amount” means the total compensation payable by the Board to the participant, including proper salary (self-funded leave) and all allowances, in accordance with the Agreement(s) in force.

“Deferral period” shall be the number of years not to exceed four (4) years for which compensation is deferred, in accordance with Clause 4.b, including the year referred to in Clauses 4.d, if applicable.

“Deferred compensation amount” means the portion of the current compensation amount which is retained by the Board for a participant in each year, in accordance with Clause 4.b but less all interest paid to the participant, in accordance with Clause 5. a.

“Eligible employee” means an employee of the Board in regular employment.

“Eligible financial institution” means any Canadian chartered bank, any Trust Company authorized to carry on business in the Province of British Columbia and any Credit Union authorized to carry on business in the Province of British Columbia.

“Leave of absence” means the period described in Clause 4.a.

“Memorandum of Agreements” means the agreement described in Schedule “B”.

“Participant” means an eligible employee who has completed a memorandum of agreement and whose application for participation in the plan has been approved by the Superintendent, in accordance with Clause 2.b.

“Plan” means the self-funded leave plan set out in this agreement and includes all amendments thereto.

“Superintendent” means Superintendent of Schools or District Superintendent of Schools.

## 2. Eligibility for Plan

- a) All regular employees with a minimum of three (3) years continuous service covered by this CA are eligible for self-funded leave (conditional upon approval of Secretary-Treasurer or designate).
- b) Upon Commencement of the leave of absence, the employee will not hold a Significant Detriment position.
- c) Eligible employees may apply in writing to the Secretary Treasurer or designate for a self-funded leave. Upon approval from the Secretary Treasurer or designate, a portion of that employee’s income will be deferred for a specified period of time.

## 3. Entry into Plan

In order to participate in the self-funded leave plan, employees must submit their intention to access this fund prior to June 30<sup>th</sup> of each year.

## 4. Leading up to Leave

- a) During each year of the deferral period, the employee will receive compensation amount, less the percentage amount which is to be retained by the board. Compensation will be paid as usual throughout the Self-Funded Leave.
- b) The maximum annual percentage deferred will not exceed thirty three and one third 33.3% of pre-tax salary, calculated at the time of application to participate in

the plan. Salary increases will be calculated and included in monthly deferred amounts:

- i. Such percentage amount may be varied by giving written notice to the board prior to December 15<sup>th</sup> of the previous school year.
- c) The leave of absence shall not be less than three (3) consecutive months (90 calendar days) and shall not exceed one (1) calendar year (365 calendar days).
- d) Once permission has been granted to the employee for specific leave dates, upon provision of notice at least 60 calendar days prior to the anticipated start date of the leave, the Employee will have the one-time right to defer the start date of the leave by up to 365 calendar days from the anticipated start date of the leave.

#### 5. During the Leave

- a) Upon commencement of the leave of absence the employee will be paid wages which have been deferred earlier, including all accumulated interest.
- b) Employee benefits will be maintained by the Board during the Self-Funded leave of absence. The gross premium cost of all benefits together with Employment insurance premiums and Canada pension contributions shall be paid by the employee in monthly deductions for the duration of the leave.
- c) Sick leave credits and vacation accruals will not be earned during the Self-Funded leave of absence.

#### 6. Return from Leave

Upon the employee's return, should their former position no longer exist, the employee would be entitled to bumping rights as specified under the Collective Agreement.

#### 7. Withdrawal from Plan

- a) An employee has the right to withdraw from the plan upon giving written notice of withdrawal not less than 180 calendar days prior to the date on which the leave of absence is to commence. Employees may not withdraw from the plan less than 60 calendar days prior to the date on which the leave of absence is to commence, unless permission is granted by the Board to do so.
- b) Upon termination of employment or withdrawal from the plan the Board shall pay the employee any unused deferred compensation amount within sixty (60) calendar days.
- c) Within sixty (60) calendar days of notification of death, any unused deferred compensation amount retained at the time of death shall be paid to the employee's beneficiary or estate.

8. Agreement Details

Duration – This Agreement expires on June 30, 2025 or through bargaining may be negotiated by both parties into the Collective Agreement. Employees who have entered into a Self-Funded Leave Plan prior to June 30, 2025 will be grandfathered for the duration of the deferral and the associated Self-Funded Leave of Absence.

FOR THE BOARD:

FOR THE UNION:

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**LETTER OF UNDERSTANDING NO.5**

**between**

**CUPE LOCAL 748**

**and**

**THE BOARD OF EDUCATION**

**SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)**

RE: (10 month) Clerical Employees – Use of Vacation

Both parties agree that, with respect to Clause 13.07 – Use of Vacation Time, the following will apply:

(10 month) clerical employees shall use earned vacation time during Christmas and Spring Break. Any earned vacation time over and above that required to cover these breaks may be taken during the time school is in session, provided that the vacation time requested is at the convenience of the Board. Preference in choice of an individual employee's vacation dates shall be determined by seniority of service. Any remaining holiday pay will be paid at the end of June in each year.

FOR THE BOARD:

FOR THE UNION:

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## **LETTER OF UNDERSTANDING NO.6**

**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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**LETTER OF UNDERSTANDING NO. 7**

**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

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

**Provincial Framework Agreement (“Framework”)**

**between**

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

**and**

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

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

**1. Term**

July 1, 2022 to June 30, 2025

**2. Wages Increases**

General wage increases as follows:

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

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

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

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

### 3. Wage Increase Retroactivity

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

### 4. COLA Adjustment

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

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

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

### 5. Public Sector Wage Increases

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the

K-12 Provincial Framework Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This paragraph 5 is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

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

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

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

## 6. Local Table Bargaining Money

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

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

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

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

## 7. Provincial Labour Management Committee

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

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

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

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

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

### **Structure:**

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

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

### **Mandate:**

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

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

### **Terms of Reference:**



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

**Funding:**

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

**9. Safety in the Workplace**

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

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

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

The Provincial Joint Health and Safety Taskforce will:

- a) develop Terms of Reference to support training on the 2021 Workplace Violence Prevention Toolkit and the joint health and Safety Evaluation Tool;
- b) support the Support Staff Education Committee (SSEC) in the development of training related to the 2021 Workplace Violence Prevention Toolkit;
- c) provide a joint communication on the availability of training related to the 2021 Workplace Violence Prevention Toolkit for all Occupational Health and Safety Committees;
- d) review and update as required the Joint Health and Safety Evaluation Tool resulting from the 2019-2022 Provincial Framework Agreement;

- e) provide the reviewed Joint Health and Safety Evaluation Tool to each school district and local union;
- f) Identify and share best practices for the development of Individual Safe Work Instructions or equivalent.

## **11. Job Evaluation**

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Committee Funding**

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

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

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

### **14. Benefits**

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

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

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

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

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

BCPSEA commits to providing a draft 2022 local collective agreement which includes all negotiated updates, within 30 days of ratification by the local parties.

The draft collective agreement will be provided in editable format with changes tracked for the local parties to review.

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

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

## **17. Unpaid Work**

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

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

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

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

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

## **20. Provincial Dispute resolution**

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

## **21. Funding**

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

## **22. Employee Support Grant**

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

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

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

Dated this 15th day of September, 2022.

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

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

### **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"

## 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