COLLECTIVE AGREEMENT

between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1285

July 1, 2025 - June 30, 2029

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PREAMBLE

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

1. To promote the 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 all matters pertaining to the 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 all matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 – UNION RECOGNITION

1.01 Exclusive Representative

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 Code 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 Board of British Columbia.

1.02 Managerial or Confidential Employees

The incumbents of the following positions are mutually recognized to be excluded from the application of the provisions during the term of this Collective Agreement:

- Two (2) Executive Assistants

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 and other facilities in accordance with its commitments and responsibilities, and to make and alter from time to time, rules and regulations to be observed by employees, which 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.

ARTICLE 3 – DEFINITIONS

3.01 Regular Employee

Are employees either full-time or part-time who are not temporary or casual employees and who hold a posted position.

3.02 Temporary Employee

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

Temporary employees will not be employed on a continuous basis for more than twelve (12) 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.

A temporary employee's seniority shall commence on the first day of work in the sixty (60) shifts qualifying period.

Temporary employees qualify for thirteen point four percent (13.4%) payment of their gross pay to compensate for Statutory Holidays (4.4%), vacations (6%), benefit premiums and paid leaves of absence (3%).

When a regular posted position of five (5) continuous hours or more, is not filled by a regular employee, the senior qualified temporary employee shall be offered that position.

Rejection of a position that involves travel in excess of 100 km round trip; shall be treated as good and sufficient cause by both parties, and shall not result in loss of seniority for the affected employee or employees.

Temporary employees who obtain a regular posted position without a break in their employment will have their vacation entitlement begin on the first 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 year due to the fact that for the said period of uninterruption they have been paid their vacation entitlement.

3.03 Casual Employee

Are employees who work on an intermittent basis, but who have not completed sixty (60) shifts within a twelve (12) month period. For the purpose of the sixty (60) shifts accrual an employee can only earn one (1) shift per day.

Casual employees have seniority for the purpose of call-out – as per Clause 15.06 - Casual Employees and Appendix “B” - Call-Out Procedure. Casual employees qualify for thirteen point four percent (13.4%) payment on their gross pay to compensate for Statutory Holidays (4.4%), vacation (6%) and benefit premiums (3%) and do not qualify for sick leave or paid leaves of absence.

ARTICLE 4 – HUMAN RIGHTS

4.01 No Intimidation or Discrimination

The Board agrees 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.

The Board and its employees agree that there shall be no discrimination, interference, restriction or coercion on the basis of any of the protected grounds in the *BC Human Rights Code*, 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.

4.02 Harassment

1. In accordance with WorkSafe BC requirement, the Board, Union and the employees recognize the right of all employees to work, to conduct business and otherwise associate free from harassment.

2. The Board and the Union agree there shall be no discrimination based on any protected grounds as set out in the *British Columbia Human Rights Code*.

3. Where an employee believes that they have been subjected to harassment the employee shall submit a written complaint to the superintendent or designate identifying the alleged harasser 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 six (6) months of the behaviour or comment giving rise to the complaint.

4. The superintendent or designate shall take appropriate action to address the complaint. Such action will include a review of the complaint by a trained or experienced person who may recommend mediation, a more detailed investigation into the allegations, and/or dismissal of the complaint.

5. An employee who is not satisfied with the outcome of their complaint may file a grievance at Step 3 of the Grievance Procedure.

4.03 Expedited Grievance

Grievances under this article will be handled with all possible confidentiality and dispatch.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

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

5.02 New Employees

The board agrees to provide new employees with access to an electronic copy of the Collective Agreement between parties and with the conditions of employment set out in Article 5 – Union Security and Article 6 – Check-off Deductions.

5.03 Notification of New Employees

New employees will be provided with access to a current list of names and phone numbers of Union Executive and Stewards. This list will be provided by the Union.

New employees shall be introduced to the new employee's Steward or representative on commencement of employment. This introduction is the responsibility of the Union.

5.04 No Other Agreements

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

5.05 No Strike or Lockout

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 and other facilities 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.

5.06 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.

5.07 Bulletin Board

The Board agrees that the Union shall have the right to maintain a bulletin board in a convenient location in all facilities under the jurisdiction of the Board, 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.

5.08 Resolutions and Reports of the Board

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.

5.09 Notification to Union

The Board agrees that all correspondence between the Board and the Union related to matters covered in this Agreement shall be sent to the Recording 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 Recording Secretary of the Union.

5.10 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.

5.11 Contracting Out

(a) 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 regular hours (including a limited amount of overtime) and within the projected time limits.

(ii) the Board has the equipment or facilities (based on present levels) to do the work.

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

(c) Notwithstanding the above, this shall not affect the right of the Board to continue contracting out work that has been contracted out since March 27, 1998. If current contractors relinquish their contract or the Board cancels the arrangement, the Union and the Board will meet to discuss the feasibility of bringing the work in house. (Note – this does not refer to present Transit situation)

(d) The Union will be notified in writing in advance as soon as is practical as to the nature of the work and the reasons for contracting out such work. The Board will give due consideration to the suggestions of the Local Union before making its final decision as to whether or not such work will be contracted out.

(e) 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.

5.12 Volunteers

Board policy on volunteers will be in compliance with the School Act.

ARTICLE 6 – CHECK-OFF DEDUCTIONS

6.01 Check-Off Deductions

The Board agrees to check-off all Union dues and initiation fees in accordance with the provisions of the Labour Relations Code of British Columbia.

6.02 Remittance

The Board shall deduct, as a condition of employment, dues, initiation fees, assessments or levies as set by the Union, each pay period from all employees covered by this Collective Agreement.

The Board shall remit these deductions to the Treasurer of the Union, not later than the tenth (10^{th}) day following the end of the pay period, together with a list of all casual, temporary, part-time and regular employees including name, address, position, and the number of hours worked together with dues paid per employee.

6.03 New Employees

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

6.04 Financial Responsibility of the Board

Notwithstanding any provisions contained in this section, 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 - LEAVE OF ABSENCE

Section 1 – Union Leave

7.01 Grievance/Dispute Resolve

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 twenty-four (24) working hours in any one (1) month. In order that the work of the Board shall not be unreasonably interrupted, no Steward shall leave their work without obtaining permission from their supervisor, such permission will not unreasonably be denied.

7.02 Officers

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

(a) that such time off shall not exceed a total of sixty-four (64) working hours in any one (1) month.

(b) that a written list of names of such officers in the employ of the Board shall be forwarded to the Director of Human Resources and/or the Secretary-Treasurer for this purpose.

(c) the Board can find a suitable replacement in an emergency.

(d) that the Board is advised by the Union at least twenty-four (24) hours in advance of any requests for a leave of absence.

7.03 General Union Leave

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

7.04 Bargaining Representatives

A maximum of six (6) 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 two (2) vehicles.

7.05 Remuneration While on Union Leave

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

7.06 Discretionary Days

Subject to the operational needs of the district, and with good and sufficient reason, employees may request up to five (5) discretionary days per employment year, without pay. The parties agree the approval of these days is at the sole discretion of the Employer. These days cannot carry forward to the next employment year.

7.07 Bereavement Leave

(a) Employee shall be granted up to five (5) working days, without loss of pay, benefits 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-parent, step-child. Unused bereavement leave may be used within one year of the death to attend a memorial or celebration-of-life ceremony.

(b) One (1) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

(c) Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

(d) In the event of the death of a relative not mentioned in 7.06.a, the employee may access up to five (5) working days of unpaid leave.

7.08 Jury Duty

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

7.09 Voluntary Fire Fighter

An employee who is a volunteer firefighter and cannot report to work at their normal time because of a fire or similar emergency, or who is called away from work because of a fire or similar emergency, shall not suffer a loss of pay or benefits resulting from their volunteer duties.

7.10 Indigenous Cultural Days

Indigenous employees are entitled to up to three (3) days leave without pay per school year to observe or participate in traditional Indigenous activities that connect Indigenous employees to their culture and language.

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.

7.11 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.

7.12 Short Term Educational Absence

The Board may allow an absence of up to two (2) days without pay to an employee who wishes to participate in an educational workshop or course, subject to operational needs. One of the criteria to be met for approval of the Board is that such education must be of benefit to the School District.

Section 3 – Long Term and General Leave

7.13 Union Leave

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.

7.14 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, 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 employees leave application exceed those discussed, the issue should be brought to a Labour Management Meeting for resolution.

7.15 Educational Leave

The Board may allow a leave of absence, without pay, to an employee who wishes to participate in educational upgrading. One of the criteria to be met for approval of the Board is that such education must be of benefit to the School District. The maximum leave to be granted under this clause would be for one (1) year. Such leave may be extended at the end of its term. Requests for such leave must be submitted in writing two (2) months in advance of the leave.

7.16 Reserve Service Leave

The Board shall allow a leave of absence without pay to any employee for Active Reserve Service in the Canadian Forces.

7.17 General Leave

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 article will have the option of continuing benefit coverage by prepaying the entire cost of premiums on a monthly basis.

7.18 Benefit Coverage While on Leave

Employees on leave under:

Clause 7.13 - Union Leave;
Clause 7.14 - Political Leave;
Clause 7.15 - Educational Leave;
Clause 7.16 - Reserve Service;

of this section 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.

7.19 Returns from Leave

a) Upon returning from leaves under:

Clause 7.13 – Union Leave;
Clause 7.14 – Political Leave;
Clause 7.15 – Educational Leave;
Clause 7.16 – Reserve Service;
Clause 7.17 – General Leave;

the employees shall be returned to the position previously held. Should that position be no longer in existence the employee will exercise the bumping procedure under Clause 17.05 – Bumping.

b) Prior to returning from such leave the employee shall provide the Board with at least two (2) weeks' notice.

Section 4 – Maternity/Adoption/Parental/Paternity

7.20 Maternity/Adoption/Parental Leave

Maternity, adoption and parental leave is granted in accordance with the *Employment Standards Act.*

7.21 Notice to Board

The request to take maternity, adoption or parental leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave. The request must include the start and end date of the leave.

7.22 Return to Work

Employees on maternity, adoption or parental leave will be offered the opportunity to participate in the annual staffing process. On return from maternity, adoption or parental leave, the employee shall be placed in their former or newly awarded position. Should their former position no longer exist the employee will exercise the bumping procedure under Article 17 – Lay-offs and Recalls, Clause 17.05 Bumping.

7.23 Status While on Maternity, Adoption or Parental Leave

While on maternity, adoption or parental leave 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. The Board shall pay its portion of premiums for all employee benefit plans as per the *Employment Standards Act* . Where both parents are employees of the Board, the employees

shall determine the apportionment of Board paid premiums between them subject to the agreement of the Board.

7.24 Paternity/Adoption Leave

An employee will be granted one (1) day leave with pay on the occasion of the birth or adoption of their child. This Article is not applicable to employees who are on pregnancy/maternity leave.

7.25 Temporary and Casual Employees

The Board will grant a temporary or casual employee any of the leaves contained in this Article but all such leaves will be without pay.

7.26 Compassionate Care Leave

Compassionate care leave is granted in accordance with the *Employment Standards Act*.

ARTICLE 8 – HOURS OF WORK

8.01 Hours of Work Schedule

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.

8.02 Work Schedule

The Board agrees, in consultation with the Union, to set forth the working schedule of each employee. An employee's working hours will be consistent with Schedule "B" Hours of Work.

8.03 Changes to Regular Working Week

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.

8.04 Non – Instructional Days

Employees shall receive payment for non-instructional days on the condition that the employee works at a job assigned by the Board.

Temporary employees working in a posted position at the time of the professional development day will have the opportunity to attend professional development activities with pay.

Temporary employees not working in a posted position at the time of the professional development day will have the opportunity to attend Professional Development activities with pay when requested to attend by the employer. This does not preclude other employees from attending without pay as long as the employee can be accommodated and if their attendance does not result in additional cost to the Board.

ARTICLE 9 – WAGES/RECLASSIFICATION AND MATTERS INCIDENTAL THERETO

9.01 Remuneration

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".

9.02 Shift Premiums

Afternoon shift	$0.35
Night shift	$0.50

9.03 Pay on Temporary Assignments

(a) 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.

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

9.04 Mandatory Courses

Where an employee attends mandatory job-related education courses or meetings, they will be paid their regular rate of pay for the full length of the course or meeting. All hours worked up to full-time in a classification per day shall be paid at straight time. Any hours worked beyond full-time in a classification in a day will be paid at overtime rates.

Notwithstanding the above, in the case of out of town mandatory job-related training all time will be at straight time inclusive of travel time.

9.05 Spray Painting Differential

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

9.06 Personal Vehicles

1. Employees who use their vehicle for School Board business will be covered under a blanket insurance program provided by the Board, as described in Letter of Understanding No.5

2. The Parties agree that no employee will be required to drive a student in their personal vehicle unless they have posted into one of the following positions outlined in Schedule C – Classifications:

   (a) Education Assistant – Driving
   (b) Childcare Worker – Driving
   (c) Child and Youth Care Worker – Driving

3. The Parties agree that a committee will be struck with relevant stakeholders not limited to but including union representation and district representation to outline a consultative process that includes:

   (a) Creation of a Student Suitability process for student(s) being considered for transport for both student and staff safety.

   (b) Creation of a Transportation Review process to ensure all other modes of cost effective transportation are explored and considered prior to the employee driving.

4. The Parties agree that a consultative process will be followed when Education Assistants – Driving; Childcare Workers – Driving and/or Child and Youth Care workers – Driving are required to use their personal vehicles to transport students. This consultative process includes:

   (a) Completion of the Student Suitability process as put forward by the committee.
   (b) Completion of the Transportation Review process.
   (c) Completion of an annual review process for all Education Assistants; Childcare Workers and Child and Youth Care Workers - Driving Positions.

In the event of unresolved issues regarding any step in the consultative process a School District and Union Representative will assist in the resolution.

Should the impasse be unresolved it will be grievable at Stage 3 of the grievance procedure.

9.07 Inclusion Support Employee Driver Premium

Effective July 1, 2027, employees who hold an Inclusion Support Employee – Driving position shall receive a premium of seventy-five cents ($0.75) per hour for all hours worked on a day during which they perform driving duties.

9.08 Trainer Rate

Any employee, who has been requested in writing to act as a trainer will be paid ten (10%) percent per hour over and above their regular rate while doing the training including any preparation time as approved.

Familiarization, as per Article 16.20, is not considered training.

9.09 No Requirement to Fill

The setting out of a job classification and accompanying wage rate in the wage schedules attached to this Agreement shall not bind the Board to create or fill such position. It is understood, however, that the Union retains the right to grieve the classification or reclassification of any employee or group of employees covered under this Agreement.

RE-CLASSIFICATION

9.10 Joint Job Evaluation Committee (JJEC)

There will be a Joint Job Evaluation Committee (JJEC) complete with mutually agreed Terms of Reference. The (JJEC) will be made up of three (3) representatives from the Board and three (3) representatives from the Union. Each party will have one (1) alternate.

9.11 Role of the Committee

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

9.12 Process

(a) Revised Positions

Where an employee or supervisor believe that the duties and/or responsibilities of the position have substantially changed, the changes will be

forwarded to the (JJEC) for review, provided that at least twelve (12) months have passed since the position was last reviewed. Any changes to the rate of pay shall be set by mutual agreement of the parties to this Collective Agreement.

(b) New Positions

In the event a new position is created, a temporary rate of pay shall be set by the Board in reasonable relationship to existing rates set forth in the Wage Schedule of this Agreement, pending negotiations between the Board and the Union of a mutually agreeable rate.

The job descriptions and rate of pay will be reviewed by the JJEC to ensure consistency with the pay equity plan.

9.13 Arbitration

In the event the Board and the Union are unable to reach agreement on a mutually satisfactory rate of pay in Clause 9.12 – Process (a) and (b) above the matter shall be resolved by referring the issue directly to Arbitration as per the provisions of this Collective Agreement.

9.14 All Positions to be Reviewed

Notwithstanding Clause 9.12 (a) above, all positions will be reviewed at least once every five (5) years.

9.15 On-Going Review

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

(a) a maximum of six (6) to be under review in any one year. This number can be increased by mutual agreement of the Parties.

(b) the review will be initiated within thirty (30) days of written request.

9.16 Responsibility of the JJEC

Where review of a position has not been requested, it will be the responsibility of the JJEC to complete the review.

9.17 Pay Equity Funding

Any rate of pay adjustments related to pay equity arising from these provisions are subject to Pay Equity funding being provided by the Provincial Government.

9.18 Pay Equity Agreement

The Memorandum of Agreement Re: Pay Equity, signed February 17, 1999 is meant to ensure that identified inequities in pay between male and female 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 10 - OVERTIME

10.01 Overtime 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 ½) for the first two (2) hours of overtime worked on a normal working day and double time (2x) thereafter. Hours of overtime on consecutive days of rest shall accumulate and be paid at the rate of time and one-half (1 ½) for the first four (4) hours and double time (2x) thereafter.

10.02 Overtime Defined

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 comprising a shift as set out in this Agreement, and shall be paid at the aforesaid overtime rates.

10.03 Call-Out

A call-out occurs when an employee is brought out to work at a time other than their regularly scheduled shift or extension thereof. In an emergent situation, a call-out can occur if an employee is on an employer approved leave.

When a call-out occurs, an employee 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.

10.04 Outside Rentals

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 Article 10 - Overtime, Clause 10.02 – Overtime Defined, 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.

10.05 Meal Allowance

Employees required to work more than one and one-half (1 ½) 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 at the following rates in lieu of providing a meal:

Overtime Meal Allowance

Breakfast	$15.00
Lunch	$15.00
Supper	$25.00

10.06 Part-Time Employees

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.

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. Employees who are being offered the opportunity to work additional hours as opposed to being required to work additional hours will be advised prior to the work commencing.

The intent of this clause is to enable the Board to offer regular part-time employees extra work to bring them up to full-time hours before extra hours are assigned to temporary or casual employees as per the call-out procedure. The parties agree that additional hours will only be assigned if this does not result in inefficiencies in the operation of the School District.

This clause does not apply to Inclusion Support Employees (ISE) or Indigenous Inclusion Support Employees (IISE) , who, when requested to participate in either curricular or extra-curricular activities (with their student(s) in attendance) will be paid at straight time for seven (7) hours and bank any additional hours at straight time to a maximum of an additional seven (7) hours per day. Effective July 1, 2023, those ISE or IISE who attend overnight trips will receive a one-hundred-dollar ($100) allowance for each night of the trip.

10.07 Banking of Overtime

An employee shall be given the choice of remuneration or time off for any accrued overtime.

Banked overtime:

(a) The Board and the Union agree that notwithstanding the provision of Article 10, employees shall be permitted annually to accumulate overtime to a maximum of ten (10) regular shifts in lieu of cash payment, such leave to be equal to the appropriate overtime payment.

(b) The employee must indicate on each time card whether they wish to bank overtime in accordance with this clause, otherwise overtime will automatically be paid.

(c) Such leave shall be taken at the Board's discretion. Any banked overtime not used during the school year will be paid out on the last pay period in June.

(d) Accumulation of overtime shall be in hours for that employee's regular assigned shift.

10.08 Emergent Situations

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.

10.09 Notice of Shift Change

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 on that first shift.

10.10 Exceptions

Notwithstanding any other clauses in this Article, any overtime hours for meetings within the regular hours of the classification will be paid at straight time.

Overtime is not applicable to bus drivers on extra-curricular trips, except in case of a bus break down, an emergency, or adverse road conditions that result in a minimum of four (4) additional hours service in which case overtime will be paid for those additional hours.

The parties agree that in the event the above results in an additional overnight stay the provisions of Appendix "A" – "A" Trips apply.

ARTICLE 11 - STATUTORY HOLIDAYS

11.01 Entitlement

Twelve (12) month employees shall be entitled to 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	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing 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 ten and one half (10.5) and eleven (11) month employees, and thirteen (13) Statutory Holidays for Twelve (12) month employees.

The Statutory Holidays for ten (10) month employees are:

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

11.02 July-August Premium

It is agreed that regular ten (10) month employees who work days during July and/or 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 B.C. Day.

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

11.04 Statutory Holidays Falling on Weekends

When any of the foregoing Statutory Holidays fall on a weekend, the Statutory Holiday will be scheduled for the day(s) immediately following the non-working day(s).

11.05 Temporary and Casual Employees

As per Clause 3.02 – Temporary Employee and Clause 3.03 – Casual Employee, Temporary and Casual employees receive four point four percent (4.4%) of gross pay to compensate for Statutory Holidays.

ARTICLE 12 - VACATIONS

12.01 Anniversary Date

Employee's vacation entitlement is based on their anniversary date of appointment to a regular position.

12.02 Definition

It is hereby agreed that:

Vacation time will be earned each pay period based on vacation entitlement as per Clause 12.03 – Entitlement.

Vacation time accrued for twelve (12) month employees will be reported out on their biweekly payslips. Entitlement will be based on the regularly scheduled hours of the employee.

Vacation time percentage will be paid out to each ten (10), ten and one-half (10.5), and eleven (11) month employee on their bi-weekly payslips.

Entitlement for ten (10), ten and one-half (10.5), and eleven (11) month employees will be based on all regular earnings including extra hours, overtime hours, and premiums.

12.03 Entitlement

Subject to Clause 12.01 an employee's vacation entitlement is as follows:

	Twelve (12) month Employees	**Ten (10), Ten and one-half (10.5), and Eleven (11) month employees**
Less than one (1) year	Six percent (6%)	Six percent (6%)
One (1) year or more and less than seven (7) years	Three (3) weeks	Six and one-quarter (6.25%)
Seven (7) years or more and less than fifteen (15) years	Four (4) weeks	Eight and one-half (8.5%)
Fifteen (15) years or more and less than twenty-three (23) years	Five (5) weeks	Ten and one-half percent (10.5%)
Twenty-three (23) years or more	Six (6) weeks	Twelve and one-half percent (12.5%)

*NOTE: Twelve (12) month employees with less than one year of service can access up to one (1) week of unpaid vacation days subject to the operational needs of the district and approval of their supervisor.

12.04 Statutory Holidays

If a Statutory Holiday or declared holiday as per Article 11 – Statutory Holidays falls or is observed during an employee's vacation period, they shall be granted an additional day of vacation for such holiday in addition to their regular vacation time.

12.05 Vacation Scheduling

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.

Once an employee's vacation has been approved, it shall not be rescinded, except in an emergency situation.

12.06 Ten (10), Ten and One Half (10.5) and Eleven (11) Month Employees

All ten (10), ten and one half (10.5) and eleven (11) month employees shall take time off, without pay, for the full school holiday period of winter and spring vacations. Should a ten (10), ten and one half (10.5) or eleven (11) month employee and management agree, the employee can work all or any part of the

breaks.

12.07 Full Year Service

For the purpose of vacation entitlement, ten (10), ten and one half (10.5) and eleven (11) month employees will be considered to have worked a full year subject to Clause 12.09 – Reduction of Entitlement.

12.08 Fifteen Days Minimum

An employee will not receive less than fifteen (15) days holiday in any one school year except where employed for only part of a school year.

12.09 Reduction of Entitlement

For each period of thirty (30) consecutive days a regular employee is absent from work in the year, there shall be deducted from the vacation pay to which they would otherwise be entitled (see Clause 12.03 – Entitlement), one – twelfth (1/12) of such vacation pay provided that 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 time worked.

12.10 Sickness During Vacation

Where an employee qualifies for sick leave during the period of vacation, the period of vacation so displaced (in excess of four (4) working days) 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.

For the purpose of this clause, sick leave replacement shall only be for a serious disabling accident or serious illness in excess of four (4) working days and requiring medical intervention; or resulting in admission to a hospital.

12.11 Temporary and Casual Employees

As per Clause 3.02 – Temporary Employees and Clause 3.03 – Casual Employees, employees receive six percent (6%) of gross pay to compensate for vacations.

12.12 Unused Vacation

(a) The maximum number of unused vacation days for an employment year that may be carried forward to the next employment year is ten (10). The

employment year is defined as January 1 to December 31.

(b) An employee who presently has accumulated unused vacation days in excess of ten (10) days must reduce the excess by taking additional vacation time up to and including December 31. If the excess is not reduced by December 31, the employee will receive a payout on the Pay Date for the pay period in which December 31 falls. The maximum number of excess days that must be taken or paid out is five (5) days per year.

ARTICLE 13 - SICK LEAVE

13.01 Sick Leave Defined

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

If the employer pays, or is obligated to pay to an employee an amount of salary from sick leave credits, then the employer shall have the right to be subrogated to the rights, powers, privileges, and remedies of the employee to whom the payment is made in any claim or cause of action the employee may have for compensation for lost income against other parties to the extent of the amount paid or obligated to be paid by the employer to the employee.

Where an employee is involved in an accident, other than an accident covered by the Workers' Compensation Act as referred to above, and as a result is paid sick leave during absence from work, any sick leave compensation recovered from an insurer or court award shall be repaid by the employee to the Board. The Board shall thereupon reinstate the number of days of sick leave credit represented by the repayment.

13.02 Regular/Temporary Employees

(a) Regular Employees

All regular employees shall be granted sick leave credit in the amount of one and one-half (1 ½) working shifts accumulated in hours for each month worked from commencement of employment.

Unused sick leave shall be carried forward and accrue to a maximum of one thousand four hundred and forty (1440) hours. Sick leave shall be earned and accrued based on their regularly scheduled hours of work.

A deduction shall be made from the accumulated sick leave credit of all normal working shifts, exclusive of Statutory holidays, absent for sick leave as defined in Clause 13.01- Sick Leave Defined.

(b) Temporary Employees

All Temporary employees shall earn and accumulate sick leave credit in the amount of one and one-half (1 ½) working shifts accumulated in hours for each month worked, sick leave credits for partial months will be earned on a pro-rata basis.

Unused sick leave shall be carried forward and accrue to a maximum of one thousand four hundred and forty (1440) hours. Sick leave shall be earned and accrued based on their scheduled hours of work exclusive of overtime.

Temporary employees will be eligible to use sick leave if they are scheduled to work and are unable due to illness.

A deduction shall be made from the accumulated sick leave credit of all normal working shifts, exclusive of statutory holidays, absent for sick leave as defined in Clause 13.01- Sick Leave Defined.

In the event a temporary employee obtains a regular position any unused sick leave credits will be carried forward.

13.03 Proof of Illness

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

13.04 Unpaid Sick Leave

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.

13.05 Sick Leave Payout

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 Municipal Pension Plan benefits, 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 pay out of accumulated sick leave credits. This clause (d) does not apply to employees dismissed for just cause.

13.06 Record of Sick Leave

A record of all accumulated sick leave credits shall be maintained by the Board and communicated to the Union, on request. Each employee will have their sick leave accumulation indicated on pay slips each pay period.

13.07 WCB Top-Up

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

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

13.08 Medical 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. Bus drivers will be paid one (1) extra hour for their annual bus driver medical which will be scheduled on their own time.

13.09 Family Illness

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 five (5) accumulated sick leave days per year for those purposes.

13.10 Family Responsibility

Family Responsibility leave is granted in accordance with the *Employment Standards Act.*

13.11 Public Education Benefits Trust – Long Term Disability/Sick Leave Usage

It is agreed that employees will have access to their sick leave bank up to the end of the one hundred and twenty (120) calendar day qualifying period for long term disability through the Public Education Benefits Trust. Upon qualifying for long term disability, the employee will cease using sick leave. Any days remaining in their bank will be retained by the employee for future use should they return to work or should they not qualify for long term disability.

The employee upon retirement or severance will be paid out any remaining sick leave as per Article 13.05.

ARTICLE 14 - EMPLOYEE BENEFITS

14.01 Municipal Pension Plan

All eligible employees shall participate in the Municipal Pension Plan of B.C. Regular part-time employees shall have the option of participating in the Municipal Pension Plan of B.C

14.02 Purchase of Past Service

The Board will approve requests for recognition of past service, permitting and making appropriate salary deductions and remittances to allow employees to purchase contributory time with the following provisions:

(a) the entire cost (including the Board's share) of purchasing past service be borne by the employee;

(b) the past service request be approved by the Pension Commission;

(c) 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 repayment in special situations.

(d) the Board will provide the employee with an estimate cost of the purchase of past service, based on the information provided by the employee. The employee will then advise the Board whether they wish a detailed research and calculation of the cost to purchase the past service. In the event the employee chooses not to purchase the past service, the administration time relating to this request will be paid by the employee.

14.03 Group Life Insurance

Regular employees shall participate in the Group Life Insurance Policy Payroll

Deduction Plan effective the 1st of the month following the date of employment as a regular employee. Each employee will pay twenty-five percentum (25%) of the monthly premium per month for each $1,000 of insurance coverage, and the Board will pay the remainder of the premium due. This Group Life Insurance will provide coverage calculated at 2.35 times annual basic earnings rounded to the next higher $1,000 if not already a multiple of $1,000. Maximum $200,000.

Employees upon retirement will be advised of the life insurance conversion option.

14.04 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.

14.05 Dental

The Board shall pay seventy-five percentum (75%) and the regular employees twenty-five percentum (25%) of the costs of a mutually acceptable Dental Plan.

The plan coverage will be:

Plan A - one hundred percentum (100%)
Plan B - sixty percentum (60%)
Plan C - fifty percentum (50%)

14.06 Extended Health

The Board shall pay seventy-five percentum (75%) and the employees twenty-five percentum (25%) of the cost of the Extended Health Benefits Plan.

The Plan's Vision Care coverage will be $150 per family member per twenty-four (24) months.

Hearing aids will be covered under the Extended Health Benefits plan up to $500 every 5 years.

14.07 Benefit Summary

BENEFIT	WHO ELIGIBLE	WHEN	COST SHARING
Extended Health Benefit Plan	Regular employees who work more than 17.5 hours per week	1st month following date of appointment as a regular employee	75-25
Life Insurance	Regular employees who work more than 17.5 hours per week	1st month following date of appointment as a regular employee	75-25
Dental Plan	Regular employees who work more than 17.5 hours per week	1st month following date of appointment as a regular employee	75-25
LTD	Employees working 15 hours or more weekly and have worked 90 days**		PEBT

Employees may waive any of the above coverages except life insurance. Employees who waive Dental or the Extended Health Benefit Plan may not be eligible to later enrol unless they meet the criteria outlined by the plan provider.

**Subject to the criteria outlined by the plan provider

14.08 Benefit Trust

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.

14.09 Long Term Disability

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.

14.10 Temporary and Casual Employees

As per Clause 3.02 – Temporary Employee and Clause 3.03 – Casual Employee, temporary and casual employees receive three percent (3%) of gross pay to compensate for benefits.

ARTICLE 15 - SENIORITY

15.01 Operation of Seniority

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.

15.02 Seniority List

(a) The Board shall maintain a seniority list for regular and temporary employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be posted on the secure section of the School District website. The employer will ensure the most current seniority list is posted on the website.

(b) When the seniority date of two or more employees is equal pursuant to 3.01 and/or 3.02, the greater seniority will be determined in the following
(c) order.

i. The employee who first reached 60 shifts
ii. The employee who was first awarded a regular position
iii. The employee with the earliest employment date
iv. The employee with the earliest application date

15.03 Employee Requested Change to Seniority Lists

Employees who do not agree with their seniority date must raise the concern with Human Resources within one (1) month of receiving their seniority letter. Requests for changes after this time will not be accepted unless they are the result of bringing forward the incorrect data from a previous seniority list.

15.04 Probation

A newly hired employee shall be on probation for a period of seventy-five (75) shifts worked from the date of hiring. 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, or as per Article 3 – Definitions.

15.05 Ten (10), Ten and one half (10.5) and Eleven (11) Month Employees

For the purpose of seniority, ten (10), ten and one half (10.5) and eleven (11) month employees will be considered to have worked a full year.

15.06 Casual Employees

Casual employees who have completed between thirty (30) to fifty-nine (59) shifts in a consecutive twelve (12) month period have casual seniority rights for the sole purpose of call-out in accordance with the call-out procedures.

15.07 Loss of Seniority

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

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 submits 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 district e-mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to regularly check their email and keep the Board informed of their current 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 have not been recalled to a regular position within the twelve (12) month recall period as per Article 17 – Lay-offs and Recalls.

(f) notwithstanding Clause 15.07(e) where the employee has worked a total of sixty (60) shifts in the twelve (12) month recall period the loss of seniority provision under Clause 15.07(e) would be extended for an additional twelve (12) consecutive months.

(g) if they are a temporary employee and have not worked a minimum of sixty (60) shifts in a consecutive twelve (12) month period.

15.08 Work Outside of the 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. This period may be extended by mutual consent of the Board and the Union.

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 return to their original positions.

15.09 Merger or Amalgamation

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 16 – PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a vacancy occurs or a new position is created, the Board shall email the posting to all employees via district email for a minimum of three (3) working days so that all members will know about a vacancy or new position.

16.02 Information in Postings

Notice of postings shall contain the following information:

> Nature of position, required qualifications, knowledge, education and skills, shift, wage or salary. In addition, Education Assistant, Childcare Worker, Child/Youth Care Worker postings will reflect the assigned school along with the primary responsibility of the position. Indigenous Inclusion Support Employee positions will be posted as district north or district south.

Such qualifications may not be established in an arbitrary or discriminatory manner.

All job posting notices will include a closing date for the posting, competition number the date of issuance of the posting, and information on how to apply.

16.03 Posting Period

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

Postings will be distributed as follows:

(a) Listed on the District Web Site (www.sd20.bc.ca).

(b) Sent to all employees via District email

It will be the responsibility of employees to check availability of vacancies by checking one of the areas outlined above.

16.04 Notice of Appointment

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the secure area of the school district website. The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and terminations of employment.

16.05 Temporary Vacancies

Vacancies of thirty (30) worked shifts or more duration will be posted as temporary vacancies. Temporary vacancies are created by:

(a) a regular employee being absent due to illness, WorkSafe BC, Long Term Disability or leave of absence. It is the joint responsibility of the employee on leave to provide and the Board to request the appropriate medical information in order to determine the projected length of the vacancy.

(b) the creation of a new short term position. Short term is defined as between thirty (30) and ninety (90) working shifts.

If the temporary vacancy was created by a regular employee being absent due to illness, WorkSafe BC, Long Term Disability or leave of absence, the absent employee, where practical will give two (2) weeks' notice of their return to work.

Vacancies of less than thirty (30) worked shifts need not be posted.

Temporary postings may be extended by mutual agreement between the Board and the Union.

When a regular employee fills a temporary position that employee will return to the original position when the temporary position is completed. If the original position no longer exists, they will exercise their seniority rights in accordance with Article 17-Layoffs and Recall – Clause 17.05 - Bumping.

16.06 Regular Employees Given Preference

The parties agree that in all cases of regular postings or temporary postings, regular employees having the required skills will be given preference over temporary employees.

Notwithstanding the above, no more than two (2) regular employees shall change positions as a result of the first temporary vacancy being created. Any subsequent vacancies shall be filled by temporary employees unless the chain of postings is extended by mutual agreement.

In cases where casual employees are being considered for positions, the casual applicant with the most shifts worked will be the successful applicant.

16.07 Inclusion Support Employees (ISE), Indigenous Inclusion Support Employees (IISE) and Clerical

It is agreed that ISE, IISE and those employees holding clerical positions will remain in the position they hold in September for the duration of the school year. If a vacancy occurs and the hours in the new position provides one (1) hour or more per day of the hours presently being worked the transfers will be effective immediately.

16.08 Year End Posting Process

A year-end posting process for every classification will be jointly developed between the Board and the Union and reviewed by both parties prior to the commencement of the posting process each year. If the Board and the Union cannot agree, Article 17 – Layoff and Recall and Clause 17.05 – Bumping will be used.

Every effort will be made to commence the year-end posting process for the following year by May 1st of the current year.

16.09 Letters of Assignment

(a) Letters of Assignment will reflect the posted position for which the employee applied.

(b) It is understood that Education Assistants/Childcare Workers may be utilized to the best advantage within the school to which they were posted and the parties agree that the Board has the right to direct the employee to assist with other students and/or programs.

(c) The parties support a consultative process regarding Inclusion Support Employee scheduling: the process is defined in the Inclusion Support Employee Consultation form.

(d) Any changes related to the Inclusion Support Employee Consultation form will be by mutual agreement.

16.10 Student Transfers

If a student transfers within the district, the Education Assistant/Childcare Worker/Child and Youth Care Worker assigned to that student will have the option to transfer with the student or exercise their seniority rights in accordance with Article 17 – Lay-offs and Recalls of this Agreement.

16.11 Combining Positions

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.

16.12 Dual Roles

A dual role position involves work from two (2) classifications being posted as one job.

(a) When the board combines positions, the highest rate of pay will prevail.

(b) When the Union requests a combination of classifications in one (1) posting to obtain up to full time hours as per Article 16.11, separate rates of pay shall apply. In such cases the parties will enter into a letter of understanding that addresses the specific circumstances.

Dual role positions will not be spread over more than eight (8) hours work in ten (10) hours.

16.13 Two Posted Positions

An employee holding two part-time posted positions shall receive the separate rates of pay.

An employee holding two posted positions will not exceed eight (8) hours worked within a twelve (12) hour period.
In the event of a reduction in hours of twelve percent (12%) or more or elimination of a job the employee will be allowed to bump if their primary position is affected. Primary position means the job with the most hours or either job if the hours are equal.

In the event that a secondary position (position of less than four (4) hours) is eliminated and this results in a reduction of twelve percent (12%) or more of the employee's total hours, the employee will be allowed to bump into other secondary positions, in accordance with Clause 15.01 – Operation of Seniority.

16.14 Trial Period

The senior qualified applicant shall be placed on trial for a period of sixty (60) shifts worked provided the new position involves a change of classification. After thirty (30) shifts the employee will be given a written interim evaluation indicating areas needing improvement for successful completion of the trial period.

Conditional on satisfactory service, the employee shall be declared permanent after the period of sixty (60) shifts worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Employees will be informed in writing as to why they were unsuccessful in the trial period. 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. If an employee's position no longer exists, the affected employee will be eligible to exercise their seniority rights in accordance with Article 17 – Lay-offs and Recalls.

16.15 Enrolment in a Course to Obtain Necessary Qualifications

Consideration for promotion will be given to the senior applicant with other related experience who does not currently possess the required diploma, certification or courses, but is registered and/or enrolled in the required program or course and has completed seventy-five percent (75%) of the program or course at the time of the filling of the vacancy.

Such employee with other related experience will be given a period of up to eighty (80) shifts to obtain the required qualifications or certifications. If the required qualifications or certifications are not met within such time the employee will be returned to their former position. This period may be extended by mutual agreement.

An employee must provide evidence and supporting documentation on the job posting application of the current percentage of completion and how the diploma, certificates or courses will be completed within the eighty (80) shift period.

This clause shall not apply where certificates are mandatory for initial placement in the vacancy.

This clause is not intended to exclude current employees from having on the job training opportunities and does not apply when the training, program or course is of short duration (less than two (2) weeks).

16.16 Course 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 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 for one day.

16.17 Notification of Qualifications

An employee shall be responsible for advising the Board promptly upon meeting the requirements and successfully completing recognized trades or other qualifications.

16.18 Accommodation

The Parties agree there is a legal duty to accommodate employees which shall be relied upon for the accommodation process. The Parties also agree that employees are entitled to Union representation throughout the accommodation process.

16.19 Transfers

Employees may be transferred from one school to another, if such a transfer is considered expedient by the Board, for a period not in excess of sixty (60) days, and after consultation with the Union, and, if the transfer is to be of a permanent nature, subject to the provisions of Article 15 – Seniority.
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.

16.20 Employee Familiarization

(a) Familiarization is defined as a period of time up to three (3) days to which an employee is entitled in order to acquaint themself with the particular details and routine of a new job.

(b) Employees new to a position will be given an adequate period of familiarization as determined by the Employer.

16.21 Postings Resulting from Employees on Long-Term Leave

When an employee holding a regular position is on Long Term Disability (LTD) or any other extended leave (defined as six (6) months or more) approved by the Board, the position normally held by the employee on LTD or leave will be posted again as a regular position.

Prior to returning from LTD or Leave the employee, when possible, will provide the Board with at least two (2) weeks' notice. No matter their classification, the employee will return to the position they previously held. The employee displaced by the returning employee, no matter their classification, shall exercise their bumping rights contained in Article 17 – Layoffs and Recall, Clause 17.05 – Bumping. If the original regular position no longer exists; then the returning employee will exercise their rights under Article 17.

Both Parties acknowledge that through the return of the employee from LTD or extended approved leave there may be bumping and layoffs.

ARTICLE 17 – LAY-OFFS AND RECALLS

17.01 No Lay-offs After September 30th

The Board commits that there will be no CUPE staff layoffs after September 30th 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 within the same classification during the balance of the school year.

17.02 Changes in Hours

Should the Board require a reduction of hours that would result in a twelve percent (12%) or more reduction of the incumbent's hours during the previous five (5) years the employee has the following options:

(a) accept the reduction and remain in the position.

(b) have the right to exercise their seniority to bump as per Clauses 17.04 – Lay-Off Order and 17.05 - Bumping.

Should the Board increase the hours of a position by twelve percent (12%) or more, the incumbent will be laid off effective June 30 and the changed position will be posted.

Any increase in hours during the school year will be considered temporary until June 30.

17.03 Notice of Lay-Off

The Board shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay-off. The ten (10) working day count will begin from the receipt of the lay-off notice accompanied by a current copy of the seniority list. If the employee has not had the opportunity to work ten (10) of the employee's regular working days, after receipt of lay-off notice, the employee shall be paid for the days for which work was not made available.

17.04 Lay-Off Order

(a) 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 unit-wide-seniority within their classification.

(b) Temporary employees will be laid off before regular employees and will not be allowed to bump regular employees.

17.05 Bumping

(a) Subject to Clause 15.01 – Operation of Seniority, regular employees, when lay-off occurs, will have the right to bump, bargaining-unit-wide, any employee with less seniority, providing they can adequately perform the job.

(b) Temporary employees, if bumped, will have the right to bump, bargaining-unit-wide, any temporary employee with less seniority, provided they can adequately perform the job.

(c) An employee who wishes to bump into a position outside any classification which they currently occupy must provide evidence of their ability to perform the duties of the job with their application to bump. (i.e. the necessary licences, course, etc.)

(d) Any bumping rights contained in this Article must be exercised within three (3) working days of receiving notice of lay-off.

(e) Whereas both parties recognize that all job descriptions have the phrase "or an equivalent combination of education, training or experience" included in the required abilities and qualifications section, the following procedure explains how an employee bumps or posts outside their current classification:

1. If the employee has the required paper certification this certification must be on file with the district prior to the end of the posting or bumping period. This language does not supersede Clause 16.15 where employees being seventy-five percent (75%) complete in a program or course will also be given consideration to bump or bid into a position.

2. The required abilities and qualifications must be demonstrated. Those employees wishing to post or bump into these positions must meet with the Director of Human Resources or designate prior to being considered for these positions. At this meeting the employee must be able to demonstrate that they have the required abilities as listed in the job description. This may take the form of providing written support of abilities. (e.g. Grades in high school or college), an interview, a written test or a demonstration of skills (e.g. Computer skills).

3. If an employee feels that they have an equivalent combination of education, training and/or experience for the position they must meet with the Director of Human Resources or designate prior to posting or bumping into a position in order to satisfy the employer that they have equivalent qualifications.

4. In the event that the employer does not agree that the employee's qualifications are equivalent then the employee can grieve the decision of the Employer.

5. In the event that, during the initial performance of the employee (before thirty (30) shifts) there is evidence that the employee may not be able to adequately perform the duties of their new position a formal review must commence immediately. The review requires written notification to the employee and the Union; include the reasons for the review and what would constitute an adequate performance level.

6. As per clause 16.14 (Trial Period) conditional on satisfactory service, the employee shall be declared qualified for that

classification after the period of sixty (60) shifts worked. If the employee is unsuccessful they will be informed in writing as to why they were unsuccessful and will be returned to their former position. In the event the position no longer exists they will be eligible to exercise their seniority rights according to Article 17 – Layoffs and Recalls.

17.06 Recall Procedures

Employees shall be recalled in the order of seniority provided they can adequately perform the work available.

17.07 Recall Rights

Temporary or Casual Assignments

Regular employees on the recall list shall be given preference for all casual or temporary work, provided they can adequately perform the work available.

Accordingly, at the time of lay-off, an employee shall submit, in writing, all evidence for the classification(s) in which the employee believes they are qualified. The Board will evaluate the employee's qualifications and notify the employee, in writing, the results of the evaluation.

17.08 Posting While on Recall

(a) An employee on recall shall be deemed to have applied for any posted regular position in their former classification with the same or more hours of work. If the employee is the senior applicant then the employee shall be awarded the position (recalled to that posted position) and shall no longer be on recall.

(b) An employee on the recall list shall have the right to refuse recalls in employment if the job is five (5) hours or less or outside their designated geographical area. Geographical area is defined as 100 km return from their home to the worksite.

(c) The employee will also have the right to refuse two (2) additional recalls to employment for unspecified reasons. If the employee rejects recall a third time for reasons other than above, then the employee will be deemed to have voluntarily resigned.

17.09 Union Executive

In order that the operations of the Union will not become disorganized when lay-offs are made, members of the Local Executive Board and Chief Steward shall

be the last persons laid off during their term of office, subject to job requirement.

17.10 Benefits on Lay-off

The Board agrees to pay its portion of premiums for all employee benefit plans for regular 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 continue receiving coverage through direct payment where allowable.

A regular employee can elect to receive three percent (3%) of their gross earnings on all casual and temporary work in lieu of the continuation of employee benefits under this clause.

17.11 Grievance Procedure Regarding Lay-Offs

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

17.12 No New Employee

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

17.13 Definition of Lay-off

A lay-off shall be defined as an employer initiated reduction in the number of regular employees in the work force or a reduction of an employee's hours that would result in a twelve percent (12%) reduction of the employee's regular hours. Employees in a regular position are not considered laid off during school break periods.

ARTICLE 18 – GENERAL PROVISIONS

18.01 Tools

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

18.02 Workwear Allowance

(a) Mechanics shall be provided with two pairs of coveralls, if required. The Board will pay for the cleaning of coveralls as required.

(b) Education Assistants assigned to participate in the therapeutic recreation program (swimming) shall be provided with a bathing suit allowance of seventy-five ($75) dollars annually.

(c) Regular employees in the following positions shall be provided with a one hundred ($100) dollar safety workwear allowance annually: Day Shift Custodians, Bus Drivers, General Maintenance Workers and effective July 1, 2027, the Take a Hike Child and Youth Care Worker. All employees provided with the safety workwear allowance are expected to purchase and wear the appropriate safety workwear.

(d) All regular employees in the following positions shall be provided with a one hundred ($100) dollar safety workwear allowance annually: Trades Persons and Grounds Persons and effective July 1, 2027, this will increase to two hundred ($200) dollars.

18.03 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 notify their supervisor and the person assigning work.

18.04 Union Label

The recognized Union Label shall include the designation “C.U.P.E.” at the employee’s option, this designation may be placed on all stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

18.05 Indemnification

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 lawful performance of their duties, including a duty imposed by any statute, provided that the Board is advised of the action against the employee at the earliest possible date. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

The above does not provide a defense where:

(a) an employee has, in relation to the conduct that is subject matter of the action, been found guilty of dishonesty, gross negligence, or malicious or wilful misconduct, or

(b) the cause of action is libel or slander.

18.06 Professional Development

When a district-wide professional development event is approved by the Board an effort will be made to provide employees with a session relevant to their occupation.

It is hereby agreed between the parties that a Support Staff Professional Development Committee be established which includes representation from each work group. Professional Development training will be relevant to an individual's job classification.

The employer shall pay $5,000 each year into a professional development and training fund to be administered jointly by the school district and CUPE on behalf of its support staff.

ARTICLE 19 – SAFETY

19.01 Definitions

(a) Worksafe BC Regulation means the current Workers' Compensation Act and Occupational Health and Safety Regulations.

(b) Joint Site Safety Committee means a committee established at worksites as required by Section 125 and 139 of the Workers' Compensation Act.

(c) District Joint Occupational Health and Safety Committee means a District Joint Occupational Health and Safety Committee comprised of equal members of CUPE 1285, the Board and such other representation as mutually agreed to which meet regularly and operate in accordance with the current terms of reference for the committee. (Terms of Reference are located at www.sd20.bc.ca or in the Safety Manual at each work site.)

19.02 Statement of Intent

The parties agree to abide by the requirements included in the Workers' Compensation Act and the Occupational Health and Safety Regulations.

The parties agree to resolve disputes using the provisions of the Workers' Compensation Act and the Occupational Health and Safety Regulations.

19.03 Safety Training

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

19.04 Employee Participation

Time spent by employees in performance of their duties as members of the Joint Safety Committees shall be considered as time worked and payment shall be on the basis of straight time.

ARTICLE 20 - APPRENTICESHIPS

20.01 Apprenticeship Training Program

The Board agrees to the implementation of an in-house Apprenticeship Training Program whereby all apprentices must enter into an agreement with the Board for the duration of the Program. Should the Board establish that a position(s) for an apprentice exists, the position shall be posted on the district website and emailed to all employees for a minimum of three (3) working days and the Board shall notify the Union in writing of the position(s) so that all members will be aware of such position(s).

20.02 Selection Committee

The Board shall review all applications, interview applicants if necessary and shall make a decision taking into consideration criteria such as the applicant's education, qualifications, work record and experience. Apprentices shall receive rates of pay in accordance with "Schedule A" and shall receive these rates while attending school.

20.03 Lay-offs

All employees selected for apprenticeship training shall be protected in the case of lay-offs except when a reduction in the work force in their trade to which they are indentured occurs.

20.04 Seniority Accrual

Present employees having established seniority with the Board prior to becoming an apprentice shall continue to accrue seniority for the duration of the Program save and except for lay-off and bumping rights which shall be suspended.

20.05 Suspended Seniority Rights

Present employees as above after successfully completing their apprenticeship and being hired as a journeyman, will be credited with all previously suspended seniority rights.

20.06 Non Completion/Non Hire

Should an employee as described above not complete, or is not hired as a journeyman on completion of the Program, they shall be offered an opportunity to bid into the position held by the most junior employee with the Board, provided they possess the requisite seniority and required qualifications of the job. This employee shall not then be eligible to bid on any posting with the Board until a period of three (3) months has elapsed.

20.07 New Employee

A new employee other than those employees described in this Article, who is hired by the Board as an apprentice shall accumulate seniority during their apprenticeship except for the provisions of lay-off and bumping rights which shall be suspended. Should this employee not complete or not be hired as a journeyman, they shall not be eligible to be offered the opportunity to bid into a position held by the most junior employee applicable to those employees as described in Clause 20.06, however, should this employee complete their apprenticeship and be hired as Journeyman, they will be credited with all previously suspended seniority rights.

20.08 Board Discretion

Upon the completion of the apprenticeship training program, permanent employment as a Journeyman shall be entirely a matter for the discretion of the Board. Notice of the Board's intent to offer permanent employment shall be given to the employee within two (2) weeks following the completion of the Indenture Period.

20.09 Apprentice Rates of Pay

First Year Apprentice	65% of Journeyperson Rate
Second Year Apprentice	75% of Journeyperson Rate
Third Year Apprentice	85% of Journeyperson Rate
Fourth Year Apprentice	95% of Journeyperson Rate

The rate of pay is determined by the level of apprenticeship required in the job posting and not the qualifications of the incumbent.

ARTICLE 21 - LABOUR-MANAGEMENT COMMITTEE

21.01 Labour-Management Committee

A Labour-Management Committee shall be set up comprised of representation of the Board and up to four (4) members of the Union who are designated annually to represent the union. Annually, alternates can be designated to replace a vacancy.

21.02 Function of Labour-Management Committee

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

21.03 Committee Meetings

The parties agree to set a schedule of five (5) Labour-Management meetings prior to June 30th of the previous school year. If a meeting date does not work for either party, the Union and the Board will mutually agree whether to reschedule or cancel said meeting. Either party may request additional meetings for urgent matters.

21.04 Employee Attendance

Employees will not suffer a loss of pay or benefits 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.

Effective July 1, 2027, employees will not suffer a loss of pay or benefits for attendance at such meetings and a maximum of eight (8) hours per year per employee will be available for allocation to employees who attend on their own time.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 Definition

A change which through the introduction of equipment, materials or processes results in the redundancy or substantially alters the nature of the work of one or more regular employees.

22.02 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) 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 Board 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.

22.03 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.

22.04 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.

22.05 Transfer Arrangements

An employee who is displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy for 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 displace employees with less seniority in accordance with Article 17 – Lay-Offs and Recalls.

22.06 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 Board 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.

22.07 Additional Training

If additional training time is required beyond the ninety (90) days provided for in Clause 22.06 – 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.

22.08 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.

22.09 Training Programs

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.

22.10 No New Employees

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

22.11 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.

If the parties are unable to agree on the classification or rate of pay for the job in question, the issue shall be resolved in accordance with Article 9 – Wages/Reclassification and Matters Incidental Thereto.

22.12 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 with the Board.

ARTICLE 23 - DISCIPLINE, DISMISSAL and RESIGNATIONS

23.01 Dismissal for 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.

23.02 Notice of Termination

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.

23.03 Resignations

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

23.04 Representation

(a) Whenever the Board deems it necessary to censure 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 censure to the Recording Secretary of the Union. The employee will be accompanied by the Shop Steward.

(b) If during a discussion with a supervisor an employee feels representation is required because of possible disciplinary consequences, they shall be allowed upon request to have a Shop Steward or Area Representative present.

23.05 Records of Discipline

Records of discipline on file for over twelve (12) months 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.

23.06 Access to Personnel File

All employees shall have the right, after reasonable notice, to review their personnel file in the presence of an Employer Representative during regular office hours, but on the employee's own time. The employee may have a Union Representative attend, on their own time, to review their file if they so choose. The employee may print a copy of the documents in their file during the review.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.01 Grievance Procedure

Should a dispute arise between the Board and the Union and any employee or employees regarding the interpretation of or violation of the Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Stage 1
The employee or employees concerned, in person, with a Union representative, shall first seek to settle the dispute with the appropriate Supervisor.

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

Stage 2
Failing a satisfactory settlement within fifteen (15) working days after the dispute was submitted under Stage 1, the employee or employees concerned, with a Union representative, may submit the dispute, which shall be stated in writing, to the Secretary-Treasurer, or designate, of the Board.

Stage 3
Failing a satisfactory settlement within fifteen (15) working days after a grievance has been submitted under Stage 2, the dispute may be submitted to the Board Committee which shall meet with the Union's representative within fifteen (15) working days of being requested to so meet.

Stage 4
Failing a satisfactory settlement within fifteen (15) working days after the dispute was submitted under Stage 3, the Union may, on giving fifteen (15) working day's

notice in writing to the Board of their intention, refer the dispute to a Board of Arbitration.

24.02 Grievances of the Board

The Board shall have the right to submit in writing any dispute regarding the interpretation of or violation of this Agreement to the Executive Board 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 the Board of Arbitration instituted in accordance with this Article.

24.03 In Writing

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

24.04 Policy Grievances

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

24.05 Timelines

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 24.01 of Article 24 – Grievance Procedure. The time limitations set out in Article 24 – Grievance Procedure may be extended by mutual agreement of the parties.

ARTICLE 25 - ARBITRATION

25.01 Consensual Mediation - Arbitration

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

25.02 Single Arbitrator

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. Ready, or a substitute 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) working days of the date of receipt of the request and for those five (5) working days from that date, time does not run in respect of the grievance procedure.

25.03 Jurisdiction of the Arbitrator

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.

25.04 Settling Disputes

Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Article 24 – Grievance Procedure and Article 25 - 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 services, and the Board shall not lock out the employees.

25.05 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.

25.06 Witnesses/Access to 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.

25.07 Timelines

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 24.01 The time limitations set out in Article 25 – Arbitration may be extended by mutual agreement of the parties.

ARTICLE 26 - TERM OF AGREEMENT

26.01 Term

This Agreement shall remain in effect commencing July 1, 2025 through the period ending June 30, 2029.

26.02 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.

26.03 Agreement to Continue in Force

In the event that a new Collective Agreement is not in place by the expiry date, the terms of this Agreement are deemed to remain in effect until:

(a) a new Agreement has been negotiated, or

(b) the right of the Union to represent the employees in the bargaining unit has been terminated, whichever occurs first

26.04 Retroactivity

If negotiations extend beyond the termination of the Agreement, any revisions negotiated will come into effect at the date of ratification unless otherwise specified.

26.05 Changes in Agreement

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

IN WITNESS THEREOF the parties have executed this Agreement under Seal,

FOR THE BOARD: FOR THE UNION:

_____ _____

_____ _____

_____ _____

SCHEDULE "A" - WAGES

Support Staff Wage Grid
July 1, 2025 - June 30, 2029

	01-Jul-25	01-Jul-26	01-Jul-27	01-Jul-28
GWI	**3%**	**3%**	**3%**	**3%**

Pay Band	Pay Band Range		Point Value	Position	30-Jun-25	01-Jul-25	01-Jul-26	01-Jul-27	01-Jul-28
						3%	3%	3%	3%
1	0	354							
2	355	395	355	General Maintenance	$ 28.4	$ 29.3	$ 30.2	$ 31.12	$ 32.05
			392	Painter Assistant					
3	396	435	399	Custodian	$ 28.82	$ 29.68	$ 30.58	$ 31.49	$ 32.44
			419	Library Assistant					
			426	Meals Program Coordinator					
4	436	475		Uncertified Education Assistant	$ 29.28	$ 30.16	$ 31.06	$ 32.00	$ 32.95
5	476	515	504	Head Custodian	$ 29.84	$ 30.74	$ 31.66	$ 32.61	$ 33.59
6	516	555	523	Child Care Worker (K - 7)	$ 30.60	$ 31.52	$ 32.46	$ 33.44	$ 34.44
			544	Education Assistant					
			547	Groundsperson					
			547	Inclusion Support-Technology Mentor					
			547	Indigenous Inclusion Support Employee					
			547	Peer Support Employee					
7	556	575	573	Education Assistant - Braillist	$ 31.36	$ 32.30	$ 33.27	$ 34.27	$ 35.30
			565	Information Systems - Help Desk Technician					
			573	Information Systems - Technician					
8	576	595	587	Administrative Assistant (all positions)	$ 32.12	$ 33.08	$ 34.08	$ 35.10	$ 36.15
			588	Child and Youth Care Worker (Gr 8 - 12)					
			587	Education Assistant - Communication Facilitator					
			587	Inclusion Support - Mentor					
9	596	615	603	Bus Driver	$ 32.89	$ 33.88	$ 34.89	$ 35.94	$ 37.02
	596	615	603	Deaf Blind Intervenor					
10	616	635	631	Payroll/Finance Clerk	$ 34.95	$ 36.00	$ 37.08	$ 38.19	$ 39.34
11	636	655	641	Enterprise Systems Implementation & Support Assistant	$ 37.79	$ 38.92	$ 40.09	$ 41.29	$ 42.53
			645	Journeyperson - Painter					
			647	Psychometrist					
12	656	675	667	Journeyperson - Mechanic, Carpenter, Electrician, HVAC, Plumber	$ 40.68	$ 41.90	$ 43.16	$ 44.45	$ 45.79
13	676		695	Information Systems - Network Administrator	$ 43.64	$ 44.95	$ 46.30	$ 47.69	$ 49.12
				Pay Band R					
3R				Library Assistant	$ 29.16	$ 30.03	$ 30.94	$ 31.86	$ 32.82
8R				Information Systems - Technician	$ 31.86	$ 32.82	$ 33.80	$ 34.81	$ 35.86
				Information Systems - Help Desk Technician					
11R				Psychometrist	$ 38.45	$ 39.60	$ 40.79	$ 42.02	$ 43.28
12R				Journeyman Tradesperson - Painter	$ 40.68	$ 41.90	$ 43.16	$ 44.45	$ 45.79
n/a				Repair Person	$ 30.14	$ 31.04	$ 31.98	$ 32.93	$ 33.92

NOTES: If you hold one of the Pay Band R positions, as per LOU #6, you will maintain the corresponding hourly wage and will continue to receive any subsequent wage increases. However, any postings for these positions effective July 1, 2021 or later will have the hourly wage of the job in the non-highlighted position.

Updated: Sept 23 2026
2025-2029 CA

NOTES ON SCHEDULE "A" - WAGES

1. A leadhand must be designated by the Director of Operations or designate. If a leadhand is required for greater than 30 days an expression of interest will be circulated and interested applicants will be required to apply and participate in an interview. Leadhands are responsible for supervising other employees.

2. A Leadhand shall receive not less than ten percent (10%) above the highest rate classification under their supervision.

3. The Board will recognize Trades Qualifications as Journeyperson and pay Journey rates.

4. Any employee, who has been requested in writing to act as a trainer will be paid ten (10%) percent per hour over and above their regular rate while doing the training including any preparation time as approved.

5. Apprentice rates are as per Clause 20.09 – Rate of Pay and Schedule “A”.

SCHEDULE "B"

HOURS OF WORK

A. The regular work week for full-time employees shall consist of five (5) consecutive days with consecutive hours, Monday through Friday inclusive. The parties agree that a flexible work schedule for twelve-month employees may be implemented upon mutual agreement.

1. Clerical/Library — Seven (7) hours daily
   Inclusion Support Employees/Indigenous Inclusion Support Employee
   Crossing Guard

2. All other classifications — Eight (8) hours daily

It is understood that employees may be scheduled for less than full-time but will not be scheduled to work less than four (4) hours per day.

Note:
This does not prevent part-time employees from holding another part-time position in any classification for which they are qualified up to a maximum of eight (8) hours per day.

B. Should any need for climatic conditions or any other justifiable reason to deviate from the following schedules, it shall be done only by mutual agreement in writing of the parties hereto.

C. Normal shifts for ten (10), ten and one-half (10.5) and eleven (11) month employees shall be five (5) consecutive days, with consecutive hours, Monday to Friday as listed below:

1. <u>Bus Drivers</u>

   a) Day Shift - Between 06:30 am and 4:30 pm

notwithstanding the above, Bus Drivers can be scheduled for split shifts, however the total length of the day should not exceed ten (10) hours.

2. <u>Custodians</u>

<u>REGULAR HOURS</u>
Afternoon Shift

- All custodians within the District shall work within the hours of 2:00 pm -11:00 pm with a maximum scheduled shift of eight (8) hours.
- The Director of Operations or designate will set this schedule in conjunction with building Administrators and this schedule will be

made available to the Union. Any changes to this schedule must go through the Director of Operations or designate to be reviewed and all parties will be made aware of the changes.

- Custodians who are scheduled for five (5) hours or more are entitled to a paid meal break of thirty minutes. It is the expectation that custodians will remain in their buildings during this paid lunch break.

Day Shift

- All custodians working regular dayshift shall work a maximum scheduled shift of eight and one half (8½) hours, including a half (½) hour unpaid meal break, between the hours of 6:00 am-4:30 pm.
- The Director of Operations or designate will set this schedule in conjunction with building Administrators and this schedule will be made available to the Union. Any changes to this schedule must go through the Assistant Director of Operations to be reviewed and all parties will be made aware of the changes.

PRO-D DAY HOURS

- All custodians will work 8:00 am -4:00 pm which includes a half (½) hour paid meal break. It is the expectation that custodians will remain in their buildings during this paid meal break.

SCHOOL HOLIDAYS (CHRISTMAS BREAK, SPRING BREAK AND SUMMER BREAK)

- All custodians will work a maximum scheduled shift of eight and a half (8½) hours, including a half (½) hour unpaid meal break, between the hours of 7:00 am -3:30 pm. (The Board Office custodian is the exception to this and their hours will be set by the Director of Operations or designate).

3. Trades, IT and Maintenance Crews

Day Shift – between 6:00 am to 4:30 pm (includes one half (½) hour unpaid mealbreak)

4. Clerical
Day Shift - between 6:30 am – 4:30 pm

5. Inclusion Support Employees and Indigenous Inclusion Support Employee
Day Shift – between 7:00 am – 4:00 pm

6. Coffee Breaks

An employee whose shift is four (4) hours or more per day but less than six and one half (6 1/2) is entitled to one (1) fifteen (15) minute paid coffee break. An employee whose shift is six and one half hours (6 1/2) hours or greater is entitled to two (2) fifteen (15) minute paid breaks. No employee will be expected to perform the duties of their job while on break, except in the case of an emergency.

7. Meal Breaks

Employees scheduled for more than four (4) hours will be entitled to an unpaid meal break of a minimum of thirty (30) minutes. Afternoon shift custodians who are scheduled for five (5) hours or more are entitled to a paid meal break of thirty (30) minutes, except on school holidays.

8. Exclusions

The hours of work schedule will only be varied by written mutual agreement. The parties agree that the exceptions at the time of ratification will continue during the duration of this collective agreement.

SCHEDULE "C"

CLASSIFICATIONS

Employees shall be named in position as follows:

Clerical	
Accounts Payable	An employee in this position performs a variety of accounting and clerical tasks.
Administrative Assistant – Board Office	An employee in this position performs a variety of clerical tasks including operating central call-out and rentals. The employee is responsible for assisting in the preparation of payroll documents in anticipation of processing of the payrolls by payroll staff.
Administrative Assistant – District Support and Data	An employee in this position supports Education and Support services; this employee functions at the district level, and organizes collection, storage and retrieval systems for a wide range of educational data.
Administrative Assistant – Maintenance	An employee in this position is responsible for the operation of the maintenance office. This includes performing a variety of administrative, clerical and reception duties and the dispatching of employee replacements.
Administrative Assistant – Schools	An employee in this position is responsible for the operation of a school office. This includes performing a variety of administrative, financial and clerical duties.
Administrative Assistant – Student Data	An employee in this position performs a variety of administrative and clerical duties, including maintaining records on a variety of databases, and provides general office administrative assistance.
Enterprise Systems Implementation & Support Assistant	An employee in this position provides project implementation services and support for district data systems.
Library Assistant	An employee in this classification processes and circulates resources, takes inventory, performs clerical duties and monitors students.

Payroll	An employee in this position prepares and processes payrolls, maintains payroll records, prepares a variety of reports and responds to inquiries.

Bus Drivers	
Bus Driver	An employee in this position is engaged in transporting students.

Custodial	
Custodian	An employee in this position provides custodial services, individually or as a member of a crew, and performs minor maintenance tasks in accordance with established district standards and procedures.

Inclusion Support Employees	
Child Care Worker (K-7)	An employee in this position provides support services to students at the elementary level who experience behaviour, social/emotional, or mental health problems.
Child Care Worker (K-7) - Driving	An employee in this position provides support services to students at the elementary level who experience behaviour, social/emotional, or mental health problems and will be required to transport student(s) in their personal vehicle as needed.
Child/Youth Care Worker (Grades 8-12)	An employee in this position provides support and life skills training to students at the secondary level who experience behaviour, social/emotional, or mental health problems.
Child/Youth Care Worker (Grades 8-12) – Driving	An employee in this position provides support and life skills training to students at the secondary level who experience behaviour, social/emotional, or mental health problems and will be required to transport student(s) in their personal vehicle as needed.
Communications Disorder Assistant (CDA)	An employee in this position provides services within the mandates of Speech Language Pathology in an adjunctive capacity with a qualified Speech-

	Language Pathologist within school settings.
Education Assistant	An employee in this position provides a broad range of support services to students with special educational needs either in groups or individually.
Education Assistant – Deaf/Blind Intervener	An Employee in this position must be able to perform interpretation, tutor students, modify and prepare specialized teaching materials, compile and update student records and monitor student behaviour.
Education Assistant - Driving	An employee in this position provides a broad range of support services to students with special educational needs either in groups or individually and will be required to transport student(s) in their personal vehicle as needed.
Inclusion Support Employee Mentor	An employee in this position, under the direction of the Inclusion Coordinator provides support to school teams, and direct programming to students with complex needs.
Inclusion Support Employee Technology Mentor	An employee in this position, under the direction of the Director of Instruction - Learning Services, provides support to school teams, and direct programming to students with complex needs who require support with assistive technology and information technology.
Visual Language Interpreter	An employee in this position is expected to possess the knowledge and ability to translate and interpret, in Sign language, the language complexities of the classroom(s) at a level consistent with the student(s) cognitive and academic needs. Incumbents will be required to provide technical, manual and/or hands on support to students and teachers while organizing and participating in instruction for hearing impaired student(s). Work is varied in that it could involve working with students and/or teachers as either part of a classroom team or providing District support in their area of expertise.

Indigenous Inclusion Support Employee	
Indigenous Inclusion Support Employee	An employee in this position, in partnership with Indigenous families, will assist Indigenous students to successfully participate in school. They will assist with bridging cultural differences and supporting behavioural and academic excellence within a cultural framework.

Information Technology	
Information Systems – Helpdesk Technician	An employee in this position provides basic support for district information systems
Information Systems – Network Administrator	An employee in this position designs, implements and supports district network infrastructure.
Information Systems – Technician	An employee in this position implements and supports district information systems.
Information Systems Technologist	An employee in this position designs, implements and supports district information systems

Meals Program	
Meals Program Coordinator	An employee in this position is engaged in the coordination of food services tasks in the school meals program or cafeteria programs.

Trades & Maintenance	
Carpenter	An employee in this position is engaged in construction, maintenance and repairs of all district buildings, equipment and furniture.
Electrician	An employee in this position is engaged in electrical installations, repairs and maintenance of district buildings and equipment.
General Maintenance	An employee in this position is engaged in general maintenance of district buildings and grounds.
Groundsperson	An employee in this position is engaged in the repair and maintenance of all district grounds and grounds equipment.
Heating Ventilation and Air Conditioning (HVAC)	An employee in this position is engaged in the construction, repairs and

	maintenance of district heating ventilation and air conditioning (HVAC) systems.
Mechanic	An employee in this position is engaged in the repair and maintenance of all district vehicles and equipment.
Millwright	An employee in this position is engaged in fabrication, repair and maintenance of district equipment using a variety of trade skills.
Painter	An employee in this position is engaged in painting and finishing of district buildings, equipment and furniture.
Painter Assistant	An employee in this position assists a journeyman painter in prepping for paint and painting as directed.
Plumber/Gasfitter	An employee in this position is engaged in the construction, repairs and maintenance of district plumbing, heating ventilation and air conditioning (HVAC) systems.
Repairperson	An employee in this position is engaged in the repair and maintenance of district vehicles, buildings and grounds under the guidance of the appropriate journeyman.

APPENDIX "A"

"A" TRIPS

Definition: A trip that originates during the week (Monday to Friday), scheduled to be eight (8) hours or more; or any trip originating on Saturday, Sunday or a Statutory Holiday.

Eligibility: (i) Regular full and part-time drivers
(ii) Temporary status drivers (as of date of ratification)

Trip Board: Established each September. Starting with the senior driver.

Payment: Monday-Friday:
Driver's posted shift or actual driving time, whichever is greater. Drivers who do not hold a posted position will receive a minimum of four (4) hours or actual driving time, whichever is greater.

Saturday/Sunday/Statutory Holiday:
Minimum of four (4) hours per day or actual driving time, whichever is the greater.

All time is at straight time inclusive of waiting time, lunch time, fueling, and sweeping. When a trip ends after midnight, a minimum of two (2) hours or actual driving time will be paid, whichever is the greater.

Meal Allowance:

Effective July 1, 2024, for eight (8) or more hours the daily per diem of fifty-five dollars ($55.00) is paid.

For a complete four (4) hour run one of the following will apply:

Breakfast	12:01 am – 12:00 pm	$ 15.00}
Lunch	12:01 pm – 6:00 pm	$15.00}
Dinner	6:01pm – 12:00 am	$25.00}

NOTE: Meal Allowance rates until June 30, 2024 will be as follows:

Breakfast:	$8.00
Lunch:	$12.00
Supper:	$20.00

Room Provision:

For overnight trips, the Board shall provide suitable accommodations for the driver which, if possible, will be in the same Hotel/Motel as the passengers but not in close proximity to the passengers.

Limit to Supervision:

A driver will not supervise students over and above the normal supervision while performing the duties of their job.

Emergency:

In the event that no bus driver is available, the Board may employ other CUPE members holding the appropriate license. Such qualified persons must participate in training procedures, as determined by the Board.

Cancellation:

If a trip is cancelled the same day it was scheduled to take place, the driver will be assigned a minimum of two (2) hours work.

General:

i) New appointees and/or replacement will automatically be added to the list of drivers.
ii) If a driver refuses a trip, their name will go to the bottom of the Trip Board.
iii) All trips are on a rotational basis.
iv) All trips will be posted one (1) week in advance of the departure date whenever possible.
v) Every effort will be made to provide the driver(s) with an itinerary at least three (3) days in advance of the departure of the trip. This itinerary will include the latest possible return time.
vi) Drivers travelling under hazardous road conditions will be assigned a vehicle provided with emergency communication devices.
vii) Board funded curricular/extra-curricular trips, will be allocated to qualified C.U.P.E. drivers.
viii) If a trip is cancelled within forty-eight (48) hours of departure, the driver will have the option to bump another assigned trip, or to accept the next available trip.

APPENDIX "A"

"B" TRIPS

Definition: A trip that takes place between Monday-Friday and is less than eight (8) hours.

Eligibility: "B" Trips are assigned at the discretion of the Director of Operations or designate and are generally based on the availability of drivers as well as departure time of busses. All attempts will be made to use regular drivers upon completion of their regular assigned duties.

Payment: From time of departure to arrival at Bus Garage including fueling and sweeping the bus. All time is at straight time inclusive of waiting and lunch time.

Minimum of two (2) hours for return trips that start before or conclude after school hours. If it exceeds eight (8) hours – "A" Trip allocations apply.

Emergency Drivers:

Would include the Groundspeople or Mechanics only in the event that no Bus Driver is available, provided they hold the appropriate license. In the event that no bus driver is available, the Board may employ other CUPE members holding the appropriate license. Such qualified person must participate in training procedures, as determined by the Board.

Cancellation:

If a temporary or casual employee has reported for work prior to the cancellation of the trip, two (2) hours work will be assigned.

Limit to Supervision:

A driver will not supervise students over and above the normal supervision while performing the duties of their job.

APPENDIX "B"

CALL-OUT PROCEDURE

1. A Call-out list is established from qualified candidates by Management.

   Availability

   The parties agree that it is the expectation of those on the call-out list to be available for and to accept work. Any employee not available for call-out for any period of time in excess of ten (10) consecutive working days shall request such leave from the Board, in writing, for the day(s) they will not be available. Employees must be available and accept a minimum of eighty (80) percent of their availability as defined in their appointment letter or they will be removed from the call-out list.

2. Substitutes are called in the following order:

   1. Laid-off employees as per Article 17 - Lay-Offs and Recall.
   2. Regular part-time employees who can add additional hours to part time hours.
   3. Temporaries in order of seniority date.
   4. Casuals who have completed between thirty to fifty -nine (30-59) shifts.
   5. Casuals who have completed between one to twenty-nine (1-29) shifts on a rotational basis.

3. Substitutes are called by the method determined by the Board and a record will be kept of the date and time of each call.

4. If a substitute does not answer the call, the next sub on the list will be called until one has been reached and agrees to substitute.

5. If the Supervisor is not satisfied with the substitutes' work or work habits within the first seventy-five (75) shifts worked, as per Article 15.04, the sub will be notified in writing and they will be dropped from the list.

6. Once a sub has accepted a job assignment, they will remain in that assignment regardless of the daily hours for the remainder of the week.

7. The first person eligible to be called out will, whenever possible, have the opportunity to work the most hours available. Eligibility is defined in #3.

8. The minimum callout for bus drivers is two (2) hours; all other classifications have a minimum callout of four (4) hours.

Trades

In an emergency situation and if necessary as determined by the Director of Operations trades personnel will be called out in order of seniority and qualifications. The emergency callout procedures will be posted at each school district site on the CUPE bulletin board.

Call Out Time Lines

Inclusion Support Employees and clerical employees must call in by 6:00am for same day emergency absences. Callouts will generally be made between 6:00am – 8:00am each day.

For afternoon shift custodians, employees must call in by 10:00am for same day emergency absences. Callouts will generally start at 11:00am.

For bus drivers and day shift custodians, employees must call in by 5:00am for same day emergency absences. Callouts will generally be made by 6:00am.

For all other known absences, employees must call in at least five days in advance.

Advance callouts will be made on an as needed basis, pursuant to paragraph 3, 4 and 5.

LETTER OF UNDERSTANDING #1

Between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285

RE: Summer Work

Prior to the end of the school year the Board and the Union shall meet to determine the scope of summer work anticipated, excluding custodial, for the upcoming break.

The board shall, before the end of the school year, seek expressions of interest from employees for summer work indicating the type of work anticipated. Employees requesting consideration for work outside of their regular scope of work will provide documentation of qualification along with their expression of interest.

This work will be assigned in the following order:

1. Regular Part-Time employees holding a twelve (12) month position shall be brought up to Full-Time.
2. Regular ten (10) and eleven (11) month employees (those with an anticipated date of return in September)
3. Laid-off employees (those having no anticipated date of return)
4. Temporary employees
5. Casual employees

Employees will be assigned in this order based on seniority and qualifications.

This Letter of Understanding is subject to renewal by mutual agreement at the next round of bargaining.

LETTER OF UNDERSTANDING #2

Between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285

RE: Full-Time Lead Hand Designations

When an employee holding a regular position is designated full-time lead hand, the original posted position normally held by the employee will be posted as a regular position.

If the lead hand designation is discontinued with that employee, the employee will return to the position they previously held. The employee displaced by the returning employee shall exercise their bumping rights contained in Article 17 – Layoffs and Recall, Clause 17.05 – Bumping. If the original regular position held by the lead hand no longer exists, then the returning employee shall exercise their bumping rights contained in Article 17 – Layoffs and Recall, Clause 17.05 – Bumping.

Both Parties acknowledge that through the return of the full-time lead hand there may be bumping and layoffs.

This Letter of Understanding is subject to renewal by mutual agreement at the next round of bargaining.

LETTER OF UNDERSTANDING #3

Between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285

RE: Custodial Common Vacation

Effective the date of ratification and for the duration of the term of this Collective Agreement, the custodians are twelve (12) month employees and the following shall apply:

1. Vacation time percentage will be paid out to custodians on their bi-weekly payslips. Entitlement is based on Article 12.02 and on all regular earnings including extra hours, overtime hours, and premiums.

	Custodians
Less than one (1) year	Six percent (6%)
One (1) year or more and less than seven (7) years	Six and forty-nine hundredths (6.49%) percent
Seven (7) years or more and less than fifteen (15) years	Eight and sixty-six hundredths (8.66%) percent
Fifteen (15) years or more and less than twenty-three (23) years	Ten and eighty-two hundredths (10.82%) percent
Twenty-three (23) years or more	Twelve and ninety-eight hundredths (12.98%) percent

Vacation leave shall be taken for four (4) weeks in the summer, one (1) week during the winter break and one (1) week during the Spring Break.

2. The dates for the common vacation period will be determined by the Board.

3. They will accrue sick leave per Article 13 – Sick Leave as a twelve (12) month employee and they will accrue twelve (12) statutory holidays per Article 11 – Statutory Holidays as a twelve (12) month employee.

This Letter of Understanding is subject to renewal by mutual agreement at the next round of bargaining.

LETTER OF UNDERSTANDING #4

Between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1285

RE: Article 9.06 Clarification of Blanket Insurance Coverage

This Letter of Understanding is intended to provide clarity to Article 9.06 of the Collective Agreement relating to the use of personal vehicles while on School Board business.

When an employee is posting into a job where they will be driving their personal vehicle for School Board business the following will explain how employees are covered under the blanket insurance program in Article 9.06:

1. It is the Employer's responsibility to determine and collect the necessary documentation from employees who are required to use their personal vehicles for School Board business. This includes a copy of the employee's driver licence, driver's abstract and a copy of their vehicle insurance.

2. It is the responsibility of the employee to ensure they have the proper registration and insurance for their vehicle's intended use. The Employer will reimburse the employee the difference between "business use coverage" over and above "to and from work" coverage on submission of appropriate receipts.

3. In the event of an accident, the employee's insurance is the primary coverage. School District No.20 (Kootenay Columbia) will reimburse the insurance deductible upon submission of appropriate receipts.

4. School District No.20 (Kootenay Columbia) will reimburse the employee the lesser of actual vehicle damage repair costs or the cost of any deductible.

5. The School District is covered under School Protection Program (SPP) insurance and provides Excess Automobile Liability through the SPP Liability Agreement. This coverage is extended to those employees who are in the performance of their authorized duties. This coverage is in excess of the primary automobile liability insurance limit carried by the vehicle owner.

6. Employees are covered through SPP and the Special Excess Third Party Liability Policy from ICBC that will bridge the gap that may exist between the owner's (employee) automobile liability and the claim.

7. If it is determined that increased premiums are the result of a work related accident, which has been covered by the blanket insurance program in Article 9.06, the employer will reimburse the employee the difference between their pre-accident premiums and their increased premium.

8. Employees will be reimbursed mileage when using their personal vehicle for school board business. It is the responsibility of the employee to complete the appropriate documents and submit these for mileage claims.

9. Where an employee is required to transport a student, it is the Employer's responsibility to provide all necessary child restraints and equipment legally required for the safe transport of the student.

10. Employees will not be covered under this blanket insurance program in the following circumstances:

    (a) If the vehicle is used for a purpose other than what it is insured for under the primary insurance. For example, if the vehicle is insured for pleasure use and it is being used for business, the employee does not qualify for coverage. It is up to employees to ensure they have the appropriate insurance purchased.

    (b) If the vehicle is being operated in violation of any motor vehicle regulation or section of the criminal code, the employee does not qualify for the excess coverage. This includes driving under the influence, racing, misdeclaration of primary operator, misdeclaration of use, misdeclaration of territory (where vehicle is primarily used).

This Letter of Understanding is subject to renewal by mutual agreement at the next round of bargaining.

LETTER OF UNDERSTANDING #5

Between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES Local 1285

RE: Overtime Custodial Work

This Letter of Understanding is being agreed to on a without prejudice basis. The Parties agree to the following:

When the Director of Operations deems that overtime work is required, this work will be called out in the following seniority order:

1. Custodians holding positions in the building that requires the extra work
2. Regular custodians
3. Temporary custodians
4. Casual custodians

NOTE: Extra custodial work during common vacation periods is not considered overtime custodial work.

RE: Extra Custodial Work during Common Vacation Periods

If the Director of Operations deems that custodial work is required during common vacation periods this work will be referred to as “extra custodial work”. The length of the extra custodial work called out is defined by the length of the job as determined by the Director of Operations. If additional custodial work is required during the common vacation period(s), an expression of interest will be sent to all custodians to determine their availability for all or part of the period. Work assignments during common vacation periods will be made as follows:

1. Regular custodians
2. Temporary custodians
3. Casual custodians

This Letter of Understanding is subject to renewal by mutual agreement at the next round of bargaining.

LETTER OF UNDERSTANDING #6

Between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES Local 1285

Incumbents (regular employees) holding the following positions as at June 30, 2021 will continue to receive the following hourly wage plus any general wage increases until they vacate the position.

Pay Band	Name	Position	1-Jul-24
3R	Dianne Galloway	Library Assistant	$29.16
8R	Chris McCormack Marcel Charette	Information Systems - Technician Information Systems - Help Desk Technician	$31.86
11R	Loralie Hedges	Psychometrist	$38.45
12R	Rocky Rizotti	Journeyman Tradesperson - Painter	$40.68

NOTE:
If you hold one of the highlighted positions above, you will maintain the corresponding hourly wage and will continue to receive any subsequent wage increases. However, any postings for these positions effective July 1, 2021, or later will have the hourly wage of the job as per Schedule “A” Wages.

For example, any new postings for Psychometrist will be paid at the hourly wage of $37.79 (pay band 11), but the current incumbent will maintain the hourly wage of $38.45 (pay band 11R) plus any general wage increases until they leave the position.

This Letter of Understanding is subject to renewal by mutual agreement at the next round of bargaining.

LETTER OF UNDERSTANDING #7

Between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES Local 1285

RE: Clerical Qualifications

The Parties agree to the following:

1. Employees who apply for clerical positions must have the necessary certificate or diploma as per the job description.
2. A clerical assessment must be completed and meet an overall average of 80% in order to move forward to the in-person interview.
3. The result of the clerical assessment will remain on file for two years.
4. For employees who did not pass the initial clerical assessment and wish to be reassessed, at least three new administrative courses must be completed AND two years have passed.

This Letter of Understanding is subject to renewal by mutual agreement at the next round of bargaining.

LETTER OF UNDERSTANDING #8

Between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES Local 1285

RE: Contingency List for Bus Drivers

The Parties agree to the following:

1. A contingency list of drivers will be created and may be used once all drivers with temporary and casual status have been offered work.
2. Those on the contingency list will not accrue seniority for shift count and are therefore, not subject Appendix B – callout procedure.
3. Those on the contingency list may choose whether they would like to be available for callout in the north end or south end of the district – or both.
4. The Manager of Transportation, or designate, will call out those on the contingency list for assignments as it best works for the district.
5. If an employee on the contingency list would like to earn seniority, it is understood they need to be removed from the contingency list and join the casual list and then be subject to Appendix B – Callout Procedures.

This Letter of Understanding is subject to renewal by mutual agreement at the next round of bargaining.

LETTER OF UNDERSTANDING #9

Between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES Local 1285

RE: Uncertified Education Assistant

The Parties agree to the following:

1. An Education Assistant who is not deemed qualified by the employer may hold the position of Uncertified Education Assistant.
2. An Uncertified Education Assistant will be paid at Pay Band 4 and may only increase to the Education Assistant Pay Band upon successful completion of the certificate program as listed in the Education Assistant job description.
3. An Uncertified Education Assistant can not be awarded a regular position but can work as a casual and temporary employee.
4. An Uncertified Education Assistant will not earn seniority and will be called out or awarded positions only after all Education Assistants have been offered the work.

This Letter of Understanding is subject to renewal by mutual agreement at the next round of bargaining.

LETTER OF UNDERSTANDING #10

Between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES Local 1285

RE: Clarification of use of School District Activity Buses and Vans (maximum seating capacity of 25 passengers or less)

The Parties agree to the following:

1. Any employee or volunteer vetted by the Transportation Department with a BC class 4 driver's license can drive the School District No. 20 (Kootenay-Columbia) activity buses and vans (maximum seating capacity of 25 passengers or less) provided they follow the district protocol for use of such vehicles.
2. School District activity buses (maximum seating capacity of 25 passengers or less) may be used at SHSS, JLC and KCLC as needed for programming and sports event purposes.
3. Every attempt will be made to use yellow buses for school wide field trips.

This Letter of Understanding is subject to renewal by mutual agreement at the next round of bargaining.

LETTER OF UNDERSTANDING #11

Between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES Local 1285

RE: Wellness Allowance

The annual amount that each regular employee will receive as a Wellness Allowance will be determined by the annual allocation divided by the number of regular employees as of September 30th less wage sensitive benefits. It is understood by the parties the employee reimbursement amount may be different each year as the number of regular employees may change. This wellness allowance is intended for employees to use towards psychological support.

July 1, 2026 -	$55 167.42
July 1, 2027 -	$59 717.20
July 1, 2028 -	$59 717.20

This Letter of Understanding is subject to renewal by mutual agreement at the next round of bargaining.

LETTER OF UNDERSTANDING #12

Between

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 20 (KOOTENAY-COLUMBIA)

And

CANADIAN UNION OF PUBLIC EMPLOYEES Local 1285

RE: Adoption of the Provincial Classification Support System (PCSS)

1. Purpose

The purpose of this LOU is to confirm the mutual agreement of the parties to review the finalized PCSS for adoption and implementation as the job evaluation and classification framework for positions within the bargaining unit once the Provincial Classification Support System Working Group has completed the work outlined in the 2025-2029 Provincial Framework Agreement #12 Provincial Classification Support System. After review, should the parties agree to not adopt and implement the PCSS, the parties will allocate the local table funds identified in item #6 below to increase Education Assistant hours. The specific allocation will be determined by mutual agreement.

2. Mid-Contract Modification

If the parties agree to implement the PCSS after ratification and signing of the 2025-2029 collective agreement, the parties agree that the adoption of the PCSS will result in a mid-contract modification to the current Collective Agreement.
Accordingly, the parties agree to:

- Remove any and all existing local job evaluation, classification, or related language contained in the Collective Agreement; and
- Replace such provisions in their entirety with the PCSS Maintenance Agreement, which will govern classification, evaluation, and maintenance processes moving forward.

3. Application of PCSS Maintenance Agreement

The parties agree that the PCSS Maintenance Agreement shall:

- Apply to all classifications within the bargaining unit;
- Establish the process for ongoing maintenance, review, and adjudication of classification matters; and
- Supersede any previous local practices or provisions related to job evaluation or classification.

4. Effective Date

Adoption of the PCSS shall take effect on July 1st, 2027.

5. Implementation

The parties agree to work collaboratively to ensure a smooth transition to the PCSS, including:

- Communication with affected employees;
- Training or orientation as required; and
- Timely conversion of existing classifications into the PCSS framework.

6. PCSS Funding

The parties agree to allocate the following funds to the PCSS:

- Local table money on July 1, 2028, to the PCSS - $54 976.51
- If the school district's financial allocation as per the 2025-2029 Provincial Framework Agreement #5 Labour Market Adjustments (LMA) is not used for LMA, it will be allocated to the PCSS - $30 101 on July 1, 2026, and each subsequent year
- The school district's one time job evaluation financial allocation distributed on July 31, 2028, as per the 2025-2029 Provincial Framework Agreement #12.4 Provincial Classification Support System to the PCSS - $98 379

This money shall be applied to the PCSS on July 1, 2028.

The application of the money shall be used as follows:

a) wage adjustments resulting from implementation of the PCSS banding.
b) school district committee work required to implement the PCSS.
c) training for school district committee members on PCSS.

7. Duration

This LOU shall remain in effect for the duration of the current Collective Agreement and thereafter until amended or replaced by mutual agreement of the parties.

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, 2025 to June 30, 2029

2. Wages Increases

General wage increases as follows:

July 1, 2025: 3%
July 1, 2026: 3%
July 1, 2027: 3%
July 1, 2028: 3%

3. Wage Increase Retroactivity

a. Employees employed on the date of ratification who were employed on July 1, 2025 shall receive retroactive payment of wage increases to July 1, 2025.

b. Employees hired after July 1, 2025 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, 2025 and the date of ratification, shall have their retro-active pay increase pro-rated from July 1, 2025 to date of retirement.

4. Local Bargaining - Ongoing Service & Learning Improvements

Annual ongoing funds will be provided to local bargaining tables to negotiate for ongoing service and learning improvements that have a direct or supporting connection to

student learning. Examples of ongoing service and learning improvements include but are not limited to:

a) increased hours,
b) increased FTEs,
c) professional development.

The district and local must reach agreement on its use and implementation as part of their local discussions. Ongoing service and learning improvement money will not be used for general wage increases**,** labour market adjustments, or local job evaluation plans (note: it can be used for the Provincial Classification Support System plan).

The annual ongoing funds shall be as follows:

Year	**Amount**	**District Minimum**
July 1, 2027	$7,950,000	$30,000
July 1, 2028	$7,950,000	$30,000

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

5. Labour Market Adjustments

Annual ongoing funds will be allocated for the local parties for labour market adjustments. A Labour Market Adjustment (LMA) will be defined as an allowance applied to specific positions where there is demonstrable evidence of recruitment or retention challenges, such as the inability to fill existing job postings, or the current wage of a position is less than comparators in the local community.

Labour market adjustments from these funds do not alter the established salary grid, job evaluation plan, or classification structure.

The following parameters will apply:

1. During the period of July 1, 2026, until June 30, 2029, the local parties who wish to access the LMA Fund must make application to demonstrate need, document rationale, and show applicable costing for any requested labour market adjustments. Application and documentation must be submitted to the provincial parties for confirmation of eligibility for the funding.
2. The provincial parties will each have a subject matter expert plus another appointed representative to review submissions jointly. An application may be accepted or denied based on the decision of the provincial parties. The subject matter experts and appointed representatives will develop the application and approval process within 6 months of the endorsement of the 2025-2029 Provincial Framework Agreement.

3. Approved LMAs will continue until June 30, 2029. Local parties will need to reapply for subsequent three-year periods if they view that the continuation of the LMA is warranted.
4. During the period of July 1, 2026, until June 30, 2029 (or during subsequent three-year periods), should the local parties determine there is not a need for labour market adjustments, or there is a balance remaining in their allocation, then the local table can choose to apply the remainder to the Provincial Classification Support System or increases to Education Assistant FTEs or hours.
5. If the subject matter experts and appointed representatives are unable to agree on an application, the matter shall be referred to the Provincial Labour Management Committee (PLMC). If the PLMC is unable to reach agreement, the matter shall be referred to the Provincial Dispute Resolution.

The ongoing annual funds shall be as follows and distributed to local parties based on support staff FTE:

Year	Amount
July 1, 2026	**$4,100,000**

6. 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 2025 Framework Agreement and agree to include Workplace Health and Safety as a standing agenda item.

7. 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 December 31, 2026, 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:
The annual ongoing funding allocation to the SSEC of $2,050,000 will continue.

8. Violence Prevention in the Workplace

1. The provincial parties will maintain the existing Violence Prevention Toolkit, to be shared annually and made available on an ongoing basis to boards of education and local support staff unions.

2. Annually, the employer and the local union(s) will provide and post a joint communication of their commitment to violence prevention in the workplace for all employees of the school district.

3. In September of each school year, the employer shall communicate to staff:

   a. the location of violence prevention and response materials; and

   b. the appropriate procedures and forms to complete in response to a violent incident or threat.

4. The employer will also share the information in 3.a. and 3.b. when onboarding new employees and in employee orientation packages.

9. Provincial Joint Health and Safety Taskforce

Provincial Joint Health and Safety Taskforce will remain active through the course of this agreement.

Structure: The Taskforce shall comprise 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.

The Provincial Health and Safety Taskforce will:
a) Update Terms of Reference

b) Provide joint communication providing an overview of: • Workplace Violence Prevention Resources

- Best Practices for Individual Safe Work Instructions
- WorkSafeBC Critical Incident Response Resources

c) Upon enactment of new and/or revised occupational health and safety legislation on Violence in the Workplace the taskforce will provide a joint communication on changes to regulatory requirements to joint health and safety committees.

10. Critical Incident Support

Critical incident support shall be offered and, if accepted, provided to employees who have suffered a work-related, traumatic incident.

The Employer shall offer access to supports as follows:

1. In cases of a critical incident if the employee determines that they are unable to complete the remainder of their shift as a result of the impact of the incident, they will inform their manager or administrator as applicable, and will be granted leave for the remainder of their shift, without penalty or loss of pay, provided they submit a WorkSafeBC claim.

2. The employer will initiate the employer's Critical Incident Response Team, if one exists, and immediately notify the local union(s) of the incident and the response. All reasonable efforts shall be made to make appropriate supports and resources available within forty-eight (48) hours or as soon as reasonably possible.

3. The employer will provide information related to external resource services such as Employee Family Assistance Program (EFAP) which may include Indigenous culturally appropriate supports, extended health benefits, and the WorkSafeBC Critical Incident Response Program.

11. Contracting Out

Upon request by the local union, a school district will provide an annual contracting out report (or a detailed excerpt from other reporting as applicable) detailing the contractors and/or vendors, services, and monies utilized to supplement any work regularly performed by members of the local union(s).

The School District and Local Union shall meet to review the report and discuss any questions the Local Union may have at the next labour management meeting.

12. Provincial Classification Support System

During the term of the 2025-2029 Provincial Framework Agreement the provincial parties agree to finalize the Provincial Classification Support System, formerly known as the Provincial Joint Job Evaluation Plan. To support this work, the provincial parties will each appoint two (2) subject matter experts for the Provincial Classification Support System working group.

1. Finalize the Provincial Classification Support System

The Provincial Classification Support System working group will complete the work below within eight (8) months after the endorsement by the provincial parties of the 2025- 2029 Provincial Framework Agreement:

a) Finalize the standardized Provincial Classification Support System plan;
b) Ensure that all provincial benchmarks have been rated using the finalized Provincial Classification Support System plan;
c) Finalize the hierarchy of provincial benchmark positions;
d) Review school district job hierarchies and produce a report comparing the existing job hierarchy to the new provincial hierarchy;
e) Establish guidelines and template methodology to support local unions and school districts when determining local wage grids to align with the provincial hierarchy;
f) Create a training plan and update Provincial Classification Support System training for local Joint Job Evaluation Committees;
g) Finalize the Job Evaluation Tool (JET) database to be used to support the provincial classification process and as a resource for all school districts and local unions;
h) Update Terms of Reference for Provincial Classification Support System working group to maintain the Provincial Classification Support System plan; and
i) Develop a Provincial Classification Support System Maintenance plan.

2. Participation in the Provincial Classification Support System

Upon completion in the work of Section 1, school districts and local unions will have the ability to choose to use the Provincial Classification Support System. To assist with this decision, the Provincial Classification Support System working group will arrange information sessions on the Provincial Classification Support System.

3. Implementation of the Provincial Classification Support System

With the support and approval of the Provincial Classification Support System working group, the local unions and school districts that choose to use the Provincial Classification Support System will:

a) Participate in training on the Provincial Classification Support System
b) Work with the Provincial Classification Support System working group to validate the local job description matches to provincial benchmarks.
c) Ensure all job matches are entered into JET.
d) Determine their own revised wage grids within the available funding allocation in alignment with 1e) above.
e) Enter into a mid-contract modification to update their local job evaluation collective agreement language and practices to reflect the adoption of the Provincial Classification Support System plan and Maintenance Plan.

4. Allocation of the Funds

The provincial parties will allocate existing one-time JE funds up to $4.6 million to be accessed by the Provincial Classification Support System working group to

implement the Provincial Classification Support System plan including engaging consultants and/or hiring staff as required.

Upon completion of the Provincial Classification Support System, the parties will allocate the remaining accumulated one-time JE funds as of June 30, 2025, on a support staff FTE basis to all locals and school districts to support job evaluation.

The ongoing $4.4 million JE funds will continue to accumulate and then be distributed to school districts and locals by support staff FTE every four (4) years to support job evaluation with the first distribution taking place July 31, 2028.

13. Committee Funding

The $150,000 of annual funding allocated for the purposes of the Support Staff Education Committee, the Provincial Labour Management Committee, the Provincial Joint Health and Safety Committee and Labour Market Adjustment work will continue.

The provincial parties will jointly determine the allocation of committee funding. The parties may determine that an allocation of this funding be provided for staffing requirements related to any work of the Committees.

14. 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 and Childcare 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 Settlors Statement on Accepted and Policy Practices of the PEBT.

   Effective July 1, 2025, an additional $9,395,000 ongoing annual funding payment shall be provided by the Ministry of Education and Childcare to provide LTD and JEIS benefits in accordance with the Settlors Statement on Accepted and Policy Practices of the PEBT.

   Effective July 1, 2026, an additional $3,900,000 ongoing annual funding shall be provided by the Ministry of Education and Childcare plus a one-time amount of $1,900,000 to provide LTD and JEIS benefits in accordance with the Settlors Statement on Accepted and Policy Practices of the PEBT.

   Effective July 1, 2027, an additional one-time amount of $4,000,000 funding shall be provided by the Ministry of Education and Childcare to provide LTD and JEIS benefits in accordance with the Settlors Statement on Accepted and Policy Practices of the PEBT.

Effective July 1, 2028, an additional $700,000 ongoing annual funding shall be provided by the Ministry of Education and Childcare to provide LTD and JEIS benefits in accordance with the Settlors 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.

d. The parties are committed to the long-term financial viability of the PEBT Core Long Term Disability (LTD) Plan.

In support of this objective, the parties recommend that the PEBT Board conduct a review of the current PEBT funding model for LTD, inclusive of the additional money provided within the 2025-2029 PFA, which analyzes the future financial obligations of the Core LTD Plan currently provided by the PEBT.

The Parties support the development of recommendations to government from the PEBT for a revised funding model which ensures the long-term financial viability of the LTD.

It is requested that recommendations from the PEBT be reviewed with the Settlors and subsequently presented to government by October 1, 2028.

15. Benefits

Effective July 1, 2028, provide $6,000,000 as ongoing annual funding to improve benefits which may include counselling benefits under the Standardized Extended Health Plan, and other improvements to benefits.

A one-time joint committee of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by support staff unions will determine the enhancements to be implemented.

Any residual from the benefits standardization will be allocated to the Support Staff Education Committee.

16. Child Care Consultation

1. Effective July 1, 2027, an employer who intends to operate a new internal child care program(s) or expand or extend current internal child care programming on

school grounds or district properties will genuinely consult with the local union(s) prior to its implementation.

2. Genuine consultation must include disclosure to the local union(s) of:
   a. The number of new child care spaces proposed;
   b. Any facilities to be built or upgraded; and
   c. The funds intended to be used and their origin

3. Where an employer is genuinely consulting with the local union(s), the unions will be provided twenty (20) working days to review disclosed information and provide a response.

17. Production of Local Collective Agreements

Production of local collective agreements agreed to subsequent to the conclusion of provincial negotiations and which incorporate this Provincial Framework shall be the decision of the local union and school district party to the agreement.

The party that produces the local collective agreement will provide the other party, BCPSEA and CUPE National with: a signed copy of the collective agreement in PDF format; a copy of the updated collective agreement in the current version of Microsoft Word; and the updated wage grid in the current version of Microsoft Excel.

Production of local collective agreements must be completed and signed within 120 days of ratification by the local parties.

18. 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.

19. Unpaid Work

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

20. Provincial Framework Bargaining 2029

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, 2026. The $250,000 shall be established from the accrued balances in the SSEAC account(s) as follows:

a) $150,000 from the OHS Evaluation fund; and
b) $38,016 from the SSIRRE; and
c) $61,984 from the SSEC and PLMC operation fund.

21. Provincial Dispute Resolution

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

22. Funding the Agreement

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

23. 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.

24. Local Bargaining Timetable

The parties agree that local bargaining must be completed by January 15, 2027.

In a school district where the local parties have not reached an agreement by January 15, 2027, they will not be eligible for any supplemental money that has been negotiated to local parties by BCPSEA and the K-12 Presidents' Council under the new Provincial Framework Agreement, unless there is mutual agreement to extend the date at a specific local bargaining table by the provincial parties. The date will be extended when the local parties are engaged in mediation, or where circumstances beyond the parties' control (such as weather-related issues) prevent the parties from reaching agreement by January 15, 2027.

Dated this ____ day of April, 2026.

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

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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, 2025

This Employee Support Grant (ESG) establishes a process under which employees covered by 2025-2029 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, 2025.

1. The ESG will be available provided that a board and local union have a collective agreement which has been ratified by both parties

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 ____ April, 2026 by:

_____	_____
BCPSEA	K-12 Presidents' Council
Justin Rempel	