

COLLECTIVE AGREEMENT

between

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 87 (STIKINE)



and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2052-02

CUPE

JULY 1, 2022 TO JUNE 30, 2025

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AGREEMENT BETWEEN:
**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 87 (STIKINE)**
(hereinafter called the "Board")
and
**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2052-02**
(hereinafter called the "Union")

Land Acknowledgement

The Parties to the agreement recognize that the Employer objectives include service to Indigenous, Metis and other ethnic communities and the promotion, preservation, protection and interpretation of their histories, languages, cultures and artistic heritages using ways of knowing, being and understanding.

ARTICLE 1 **PREAMBLE**

1.01 **It is the Purpose of Both Parties to this Agreement:**

- (a) To seek to maintain and improve harmonious relations between the Board and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations with regard to wages, hours of work and working conditions.
- (c) To facilitate the peaceful adjustment of all disputes and grievances.
- (d) To promote the morale, well-being and security of all employees in the Bargaining Unit.
- (e) To encourage efficiency in operations.
- (f) To recognize the principle of equal pay for equal work.

ARTICLE 2 **MANAGEMENT RIGHTS**

2.01 **Management and Direction**

The management, operation, direction and promotion of the work force is vested exclusively in the Board, subject to the terms of this Agreement.

2.02 **Supervisory Staff**

The selection and promotion of Bargaining Unit personnel to supervisory positions shall be entirely a matter for the Board's decision.

2.03 **Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces,

subject to the terms of this Agreement. The question of whether any of these rights are limited by this Agreement will be decided through the grievance and arbitration procedure.

2.04 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness, or disease, ethnic, or national or Indigenous origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business, or trade association, Employers' organization or Employee's organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

ARTICLE 3 RECOGNITION AND NEGOTIATION

3.01 Recognition

The Board recognizes the Canadian Union of Public Employees and its Local 2025-02 as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Labour Relations Council.

3.02 No Other Agreements

No employee or group of employees, within the Bargaining Unit, shall be required or permitted to make a written or verbal agreement with the Board or its representatives which may conflict with the terms of this Collective Agreement.

3.03 Representative of Canadian Union

The Union shall have the right to have assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board.

3.04 Representation

The Union shall supply the Board with the names of its Officers. Likewise, the Board shall supply the Union with a list of its supervisory personnel.

3.05 No Strike or Lockout

The Union agrees that during the term of this Agreement, as a result of a dispute, there shall not be any strike, stoppage of work or slowdown in the Board's operation. The Board agrees that during the term of this Agreement, there shall be no lockout of its employees.

ARTICLE 4 UNION MEMBERSHIP REQUIREMENT

4.01 Union Membership

All employees who, at the date of signing of this Agreement are members of the Union, or any employee who hereafter during the life of this Agreement becomes a member, shall as a condition of continued employment within the Bargaining Unit maintain membership in good standing with the Union.

New employees commencing employment with the Board, in positions covered

by this Collective Agreement, shall become members of the Union effective from their date of hire.

ARTICLE 5 **CHECK-OFF OF UNION DUES**

5.01 **Check-off Payments**

As a condition of employment, every employee shall sign a check-off form authorizing the Board to deduct from their earning and pay to the Union any Union dues. Dues deductions shall commence upon the date of hire of a new employee. The Board shall remit the dues deducted pursuant to such assignment to the Treasurer of the Union not later than fifteen (15) days following the date upon which deductions were made, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

5.02 **Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Board shall report the amount of Union dues paid by each Union member in the previous year.

ARTICLE 6 **NEW EMPLOYEES**

6.01 **Copy of the Collective Agreement**

The Board agrees to advise new employees that a Union Agreement is in effect and shall provide them with a link to the website where they can find an online copy of the Collective Agreement.

ARTICLE 7 **CORRESPONDENCE**

7.01 **Passing of Correspondence**

All correspondence between the Parties arising out of this Agreement or incidental thereto, shall pass to and from the appropriate Management Designate of the Board and the President of the Union with copies, for information, as may be requested by the Union. If correspondence is not responded to in a timely manner it shall be forwarded to the Director of Human Resources to facilitate a response.

ARTICLE 8 **LABOUR MANAGEMENT LIAISON MEETINGS**

8.01 **Joint Labour Meetings**

Either Party may request a joint meeting to discuss matters of mutual concern regarding the application, interpretation or implementation of the Collective Agreement. The Committee shall not supersede the activities of other committees and does not have the power to bind either the Union or its members or the Board to any decision.

8.02 Change to Wages, Hours, or Benefits

A meeting shall take place between the Parties before any reduction in hours or wages, or alteration of benefits shall be implemented.

ARTICLE 9 LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed of not more than three (3) members of the Union. The Union shall advise the Board of the members on the Committee at least thirty (30) days prior to the commencement of negotiations.

9.02 Function of the Bargaining Committee

The Union Bargaining Committee shall be responsible for negotiating with the Board to establish wages, hours of work and other working conditions.

9.03 Time Off for Negotiation Meetings

- (a) Upon requesting leave, up to three (3) representatives of the Union Bargaining Committee, who are in the employ of the Board, shall be granted leave to attend negotiation meetings with the Board.
- (b) The Board shall make available to the Bargaining Unit a maximum of eighty (80) hours during each Collective Agreement of release time for the preparation and negotiation of the subsequent Collective Agreement. Representatives of the Union Bargaining Committee shall receive their normal salary and benefits for release days taken.
- (c) Leave requests shall be submitted to the employee's immediate Supervisor at least three (3) working days prior to negotiation meetings.
- (d) The Employer may refuse a leave of absence request by any member of the Union Bargaining Committee where:
 - (i) more than one member comes from the Maintenance Department;
 - (ii) duties of the members overlap.

ARTICLE 10 EMPLOYEE DEFINITIONS

10.01 Probationary Employee

A probationary employee shall be defined as a newly hired person who is serving a probationary period up to and including sixty (60) working days or three (3) months, whichever is less, for an appointment as a regular employee in a position with the Board.

If the Board proposes an extension to the probationary period, such a proposal shall be sent, in writing, to the Union, with a copy to the employee and shall detail:

- (a) the length of the proposed extension;
- (b) the reasons for such extension;

- (c) the plan of action to help the employee successfully complete the probationary period;

The probationary period shall only be extended once.

During the probationary period, an employee may be discharged if they are unsuitable for status as a regular employee.

10.02 Casual Employee

A casual employee shall be defined as a person who works from time to time, on an on-call basis, but does not work on regularly scheduled shifts.

Casual employees shall only be entitled to the provisions of this Agreement relating to wage rates, secondary seniority as per Article 15.02, hours of work, rest periods and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes.

10.03 Temporary Employee

A temporary employee shall be hired as a replacement necessitated by illness, injury, leave of absence, vacation, or temporary filling of a vacancy, with an anticipated termination date. Temporary employees shall be placed on the seniority list on completion of sixty (60) consecutive days worked. Temporary employees shall be eligible for all benefits as provided by the Collective Agreement as allowed for by the benefit carriers.

10.04 Regular Employee

A regular employee shall be defined as a person who has satisfactorily completed the probationary period with the Board and who is employed on a regular full-time or part-time basis.

10.05 Education Assistant

An Education Assistant (EA) shall be defined as a person appointed to help assist with children who have special education needs, as defined by current Ministry funding guidelines. EA's shall be entitled to all provisions of this agreement, except Article 16 - Promotions and Staff Changes and Article 17 - Layoffs and Recalls.

Layoffs and Rehiring, Promotions and Staff Changes shall be applied according to Article 11 - Education Assistants.

ARTICLE 11 EDUCATION ASSISTANTS

The articles of this Collective Agreement that apply to Education Assistants (EA) are those articles defined in Article 10.05, this section is applicable to EA's only.

11.01 Layoffs and Rehiring

- (a) Students that are classified as special needs students, as determined by current Ministry funding guidelines, shall have the right to Education Assistance.

- (b) In the event that a EA position is eliminated, the employee shall be placed on a Layoff List, within that community, and offered a temporary EA position if available or a regular EA vacancy, as they arise, in accordance with the employee's qualifications, appropriateness, and seniority.
- (c) Employees shall remain on the EA Layoff List until appointed to another regular position, or until they refuse one (1) EA position for which they are qualified, or until twelve (12) months pass.

11.02 Reduction of a Regular Position’s Hours

In the event that a EA's assigned hours in a regular position are reduced by five (5) hours or more per week, the employee shall have the option of:

- (a) accepting the reduction in the remaining position;
- (b) vacating the position and going on the Layoff List under the provision of 11.01 (c) above.

11.03 EA’s No Longer Required

Should the student(s) to whom the EA is assigned move or no longer require special services, as determined by the Board, the EA shall be placed on the Layoff List as described in 11.01 (b).

11.04 Promotion and Staff Changes

Vacant Education Assistant positions shall be posted on all bulletin boards within the community schools for a minimum of five (5) working days. Such notice shall contain the following information for each of the positions:

- required knowledge and education, special abilities and skills.

Appointments shall be made, taking into consideration required qualifications, seniority and relevant experience of the applicant.

Copies of all school postings shall be forwarded to the President of the Union.

11.05 EA’s Student is Absent

When the student to whom the employee is assigned is absent the employee shall be offered such temporary EA work or other duties assigned in accordance with their qualifications, appropriateness and seniority.

ARTICLE 12 GRIEVANCE PROCEDURE

12.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, a Steward may assist an employee whom the Steward represents in preparing and presenting a grievance, in accordance with the grievance procedure. The usual time for a Steward to assist an employee with a grievance shall be outside of regular working hours.

The Employer will inform employees of their right to Union representation.

12.02 Names of Stewards

The Union shall notify the Board in writing of the names of each Steward and the name of the Lead Steward.

12.03 Permission to Leave Work

Union representatives may be permitted time off without loss of pay to handle grievances, provided they have first sought and obtained permission from their immediate Supervisor to absent themselves from their regular duties for that purpose.

A maximum of two (2) members of the Bargaining Unit who are requested to attend meetings held during regular working hours, at the request of management, shall have their regular salary and benefits maintained by the Board.

12.04 Grievances and Replies in Writing

Grievances and replies to grievances shall be in writing at all stages of the grievance procedure.

12.05 Grievances

A grievance is defined as any difference that arises between the Parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable. Such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

At each step of the grievance procedure the grievor shall have the right to be present.

Step 1 - An employee alleging a grievance shall request a meeting with the Supervisor to whom the employee is directly responsible, within seven (7) days after the occurrence of the event giving rise to the grievance, and at such meeting they shall attempt to resolve the grievance. The employee may be accompanied at this meeting by a representative of the Union. If no satisfactory resolution is found at this step, then the grievance shall be put in writing and the grievance shall proceed to the next step.

Step 2 - Failing a satisfactory settlement within seven (7) working days of the meeting in Step 1, the Union shall, within a further seven (7) days, submit the grievance to the Secretary-Treasurer or designate of the Board.

Step 3 - Failing a satisfactory settlement within seven (7) working days of receipt of the grievance in writing by the Secretary-Treasurer, such grievance shall be referred within a further seven (7) working days to a grievance committee comprised of two (2) members each from the Board and the Union. The Committee shall, if it so desires, have its

advisors in attendance. Failing a satisfactory settlement within ten (10) working days of the Committee reviewing the grievance, the matter may be referred for resolution to Arbitration.

12.06 Group or Policy Grievance

Where a grievance involves a question of general application or interpretation, or where a grievance involves a group of employees, either Party shall retain the right to present the grievance to the Secretary Treasurer or designate or President of the Union at Step 2.

ARTICLE 13 ARBITRATION PROCEDURE

13.01 Section 84 (3)(b) - Labour Relations Code

If a difference arises between the Parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable, either of the Parties, without stoppage of work, may, after exhausting any grievance procedure established by this agreement, notify the other Party in writing of its desire to submit the difference to arbitration, and the Parties must agree on a single arbitrator, the cost of which will be equally shared between the Parties.

13.02 Arbitrator's Procedure

The Arbitrator may determine their own procedure but shall give full opportunity to all Parties to present evidence and make presentations to it. The Arbitrator shall hear and determine the difference or allegation and render a decision within five (5) days from the time of their appointment.

13.03 Arbitrator's Recommendations

The recommendations of the Arbitrator shall be final and binding on all Parties, but in no event shall they have the power to alter, modify or amend this Agreement in any respect.

13.04 Expenses of the Arbitrator

Each Party shall pay one half (½) of the fees and expenses of the Arbitrator.

13.05 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the Parties to this Agreement, in writing.

13.06 Witnesses

At any stage of the grievance or arbitration process, the Parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, and all reasonable arrangements shall be made to permit the Arbitrator to have access to any part of the Board's premises to view the working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 **DISCHARGE, SUSPENSION AND DISCIPLINE**

14.01 **Right to Have Union Representative Present**

Whenever a Supervisor intends to interview an employee for possible disciplinary purposes, or for purposes of suspension or dismissal, and to include a written report in the employee's file, the Supervisor shall notify the employee in advance of the purpose of the interview and advise them of their right to Union representation so that the employee may contact their Union representative to be present at the interview. The Union representative shall be present at the interview in order to provide any needed support and guidance to the employee.

14.02 **Warnings**

Whenever the Board or its authorized agent deems it necessary to censure an employee, and includes a letter in the employee's file, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Board shall, within five (5) days thereafter, give written particulars of such censure to the employee involved, with a copy to the President of the Union.

14.03 **Burden of Proof**

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Board.

14.04 **Designation of Supervisor**

Every employee shall be notified, at the time of hire, of the title and incumbent's name(s) of their immediate Supervisor(s).

14.05 **Crossing of Picket Lines During Strike**

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of labour disputes. Failure to cross such a legal picket line 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 pay for time not worked.

14.06 **Personnel File**

An employee shall be granted access to their personnel file within a reasonable period upon request to the Board. The employee shall be supervised by a representative of the Board when they are reviewing said file. An employee may copy any document and shall be permitted to respond in writing to any information contained in their personnel file. Such responses shall become part of their file. An employee personnel file is the property of the Board.

ARTICLE 15 **SENIORITY**

15.01 **Principle**

Seniority is the length of service that a regular employee has with the District. The application of seniority shall be on a Bargaining-Unit-wide basis.

15.02 **Secondary Seniority**

- (a) Casual and temporary employees shall earn one (1) day or secondary seniority for each shift or portion of shift worked.
- (b) Secondary seniority shall be recognized once an employee has worked forty-five (45) shifts within any twelve (12) month period.
- (c) Secondary seniority shall be for the purpose of applying for a regular or temporary position (via posting) and for the purpose of shift assignment.
- (d) For the purpose of filling temporary or regular positions, an employee who applies for such a position shall be considered for a temporary or regular position after regular employees and prior to outside applicants.
- (e) Once a temporary or casual employee has a regular position and passed the applicable probationary period the employee's total seniority shall be applied retroactively to their hire date as a regular employee plus forty-five (45) working days.
- (f) Employees who have recognized secondary seniority shall be offered short-term work for which they are qualified on the basis of their secondary seniority.
- (g) An employee shall only lose seniority in the event:
 - (1) The employee fails to respond to five (5) consecutive call-ins or call-outs. Casual and temporary employees shall not lose seniority if they are unable to work due to extenuating circumstances.
 - (2) The employee is discharged for just cause and is not reinstated.
 - (3) The employee self terminates their employment.
 - (4) The employee has not worked for a period longer than twelve (12) months.

15.03 **Probation for Newly Hired Employees**

For purposes of seniority, a newly hired employee shall be on probation for a period of sixty (60) working days or three (3) months, whichever is less, from the date of hiring. Upon successful completion of the probationary period, an employee's seniority date shall be retroactive to the date of hire in the regular position.

15.04 **Seniority List**

The Board shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the President of the Union on October 15th each year, and posted in each site

location and the Board office.

15.05 No Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, disability, layoff except as provided in Article 15.06, or leave of absence approved by the Board.

15.06 Loss of Seniority

An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and are not reinstated.
- (b) They resign.
- (c) They are absent from work in excess of three (3) working days without notifying their Supervisor, or without sufficient cause.
- (d) Following a layoff, they fail to return to work within fourteen (14) calendar days upon being notified in writing to do so.
 - a. A mutually agreeable extension of the fourteen (14) calendar days may be granted due to extenuating circumstances. Details of such extension shall be shared with the Union. It shall be the responsibility of the employee to keep the Board informed of their current address.
- (e) They are laid off for a period longer than twelve (12) months.

15.07 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside of the Bargaining Unit, they shall retain their seniority up to the date of leaving the unit, for a period of sixty (60) working days, or three (3) months, whichever is greater.

ARTICLE 16 PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

- (a) When a vacancy occurs in any classification covered by this Agreement, notice thereof shall be e-mailed to all employees and a copy shall be e-mailed to the President of the Union. All positions may be advertised externally, concurrent with the internal job posting. Such postings and notice shall contain the following information: nature and location of the position, hours of work, wage rate or salary range, and closing date for accepting applications. Applications by facsimile or email will be accepted.
- (b) If a vacancy occurs while school is not in session, the district administration shall make a reasonable attempt to contact those employees who have expressed an interest in changing positions.
- (c) It is the responsibility of the employee to provide in writing a telephone number where they may be contacted should a vacancy occur during school closure. It is the responsibility of the employees on layoff to ensure

that the Board has their current address and that such laid off employees ensure that they check their email regularly.

16.02 Temporary Vacancies

- (a) This Article shall not apply to temporary replacements necessitated by:
- Illness,
 - Injury,
 - Leave of absence
 - Vacation or temporary filling of vacancies where the anticipated duration of the leave will not be greater than three (3) months, unless otherwise mutually agreed upon by the Parties.

An employee who has been filling a temporary vacancy shall not be confirmed as permanently assigned to that position until the job has been posted and the successful applicant selected in accordance with this Article.

- (b) The Board shall post any vacancy that is expected to continue in excess of three (3) months.
- (c) The probationary appointment may be extended in accordance with Article 10.01 - Probationary employee.

16.03 Trial Period

If the successful applicant is a regular or temporary employee, they shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory performance, such trial promotion or transfer shall become permanent after the period of sixty (60) working days.

If the Board proposes an extension to the trial period, such a proposal shall be sent, in writing, to the Union with a copy to the employee and shall detail:

- (a) the length of the proposed extension;
- (b) the reasons for such extension;
- (c) the plan of action to help the employee successfully complete the trial period.

The Trial period shall only be extended once.

In the event the successful applicant proves unsatisfactory in the position, they shall be returned to their former position, at the prevailing rate of pay for that position, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be transferred to their former position.

16.04 Threshold Ability Selection

- (a) In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required

qualifications.

- (b) If, as a result of any Education Training Review, changes are required to qualifications for support staff positions, all employees on payroll as of June 15, 2000 shall be legaced as qualified in their positions and positions they have previously performed satisfactorily in the District for the purpose of making appointments.

16.05 Resignation

An employee shall give at least two (2) weeks' notice of their intention to resign. Such notice shall be given in writing to the employee's immediate Supervisor.

16.06 Maintenance of Pay Equity Agreement

- 1) It is important that each Party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program.
- 2) The initial review shall commence following the finalization of all reconsiderations and problems that may arise with the implementation of this job evaluation program. Thereafter, it is the intention of the Parties to periodically review jobs upon request and to conduct a comprehensive review of all positions every five (5) years.
- 3) Whenever the Employer creates a new position or changes the duties and responsibilities of a job, or the incumbent(s)/Union feels that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:
 - (a) The incumbent(s)/Union or the Supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Form.
 - (b) Upon receipt of a completed Job Evaluation Reconsideration Form the Committee (two (2) Union representatives and two (2) Board representatives) shall proceed to gather accurate, up-to-date information on the job. The gathering of information shall involve requesting the incumbents(s) and Supervisor to complete an up-to-date analysis questionnaire. Where further information is required, interviews shall be held with incumbents and/or Supervisors and/or visits to the job site. Based on this information, the Committee shall update the job descriptions as authorized by the Supervisor, as necessary.

In the absence of a Committee, the Parties will strike an ad hoc Committee to address classification discrepancies.

- (c) Where the job description has been changed, the Committee shall meet to rate each sub factor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or Supervisor of its decision. The rating of the job shall determine the pay rate for the job.

- (d) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Reconsideration Form was submitted. The incumbent(s) shall retain the same place on any increment grid.
- (e) If the job is rated at a pay grade lower than the existing pay grade, all incumbents of such job shall be identified as "Red Circled" and shall continue to receive all negotiated increases.
- (f) No incumbent will have their wages reduced following reevaluation of their job and the establishment of a new wage structure.

ARTICLE 17 LAYOFFS AND RECALLS

17.01 Definition of Layoff

A layoff is defined as an action by the Board which results in a reduction in the workforce or the reduction of an employee's regular hours.

17.02 Role of Seniority in Layoffs

In the event of a layoff, employees shall be laid off in the reverse order of their community-based seniority, provided that the remaining staff possess the qualifications required in their respective positions. Employees may remain on a recall list for a maximum of twelve (12) months.

17.03 Bumping Rights

- (a) An employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.
- (b) The right to bump shall not include the right to bump into another classification unless the Employer approves such a bump. The Employer shall determine the qualifications necessary to bump into another classification in a fair, just and reasonable manner.

17.04 Recall Procedure

Employees shall be recalled in the order of their seniority, provided they are qualified, to do the regular or temporary work available.

17.05 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall. If an employee turns down the first offer of employment, in their home community in a classification and at the same or greater hours per week as employed prior to layoff, they shall be deleted from the recall list.

17.06 Notice of Layoff

The Board agrees to notify regular employees and the Union of layoffs in accordance with the following periods of notice:

- (a) One (1) week's notice where the regular or probationary employee has completed a period of employment of less than six (6) consecutive months.
- (b) Two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months.
- (c) After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional week's notice, up to a maximum of eight (8) weeks' notice.
- (d) If an employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not available.
- (e) The Board is not required to issue to employees who work only for the school year, a notice of layoff for the periods when school is not normally in session.

17.07 Severance Pay

Severance pay shall be provided to employees on the following basis:

- (a) An employee who is laid off shall have the option of receiving severance pay in lieu of being placed on the recall list. Severance pay shall be calculated as:
 - (i) Employee with less than six (6) months service – two percent (2%) of annual earnings;
 - (ii) Employee between six (6) months and one year's service – four percent (4%) of annual earnings;
 - (iii) Employee with more than one (1) year's service – five percent (5%) of annual earnings for each year.
- (b) Severance pay shall not exceed one (1) year's annual earnings.
- (c) In this clause, "annual earnings" shall mean the employee's regular hourly rate at the time of termination times the employee's regularly scheduled annual hours at the time of termination.

17.08 Time Limit

The Board agrees there will be no layoff of 10-month employees after October 15th of each school year.

ARTICLE 18 HOURS OF WORK

18.01 Clerical and Student Assistants' Hours of Work

The regular work for an employee shall consist of thirty-five (35) hours of scheduled work per week plus a one (1) hour unpaid break for meals per day. The hours worked each day shall be consecutive. By mutual agreement between an employee and their Supervisor, a meal break may be less than one

(1) hour. Nothing in this Article prevents the Employer from establishing part time positions.

18.02 Maintenance

The regular work day for maintenance employees shall consist of eight (8) consecutive hours per day, between 7:30 a.m. and 5:30 p.m. plus a one (1) hour unpaid break for a meal. By mutual agreement between an employee and their Supervisor, a meal break may be less than one (1) hour. Nothing in this Article prevents the Employer from establishing part time positions.

18.03 Custodial

The regular work day for custodial employees shall consist of eight (8) hours per day inclusive of a one-half (½) hour break for a meal to be taken on the job. Nothing in this Article prevents the Employer from establishing part time positions.

18.04 Regular Work Week

The regular work week shall consist of five (5) days, from Monday to Friday.

18.05 Variance from Regular Hours

By mutual agreement between the employee and the immediate Supervisor, the regular work day and/or regular work week may be varied for a temporary period to be determined by the two (2) Parties. Such variance shall be in writing and signed by both Parties.

18.06 Paid Rest Periods

All employees shall be permitted a paid fifteen (15) minute rest period, in the first half of a shift and a paid fifteen (15) minute rest period in the second half of a shift provided they have worked for a minimum of two (2) hours between breaks.

18.07 Where No Work is Available

An employee reporting for work in any day and being sent home before they have completed four (4) hours work, shall be paid for four (4) hours at their regular rate of pay. In the event an employee reports for work but is sent home before commencing work, they shall be paid for two (2) hours at their regular rate, unless they were advised by the immediate Supervisor not to report to work. Employees working less than four (4) hours per day as per Article 18.10 shall only be eligible for payment up to the maximum number of hours normally worked.

18.08 Assignment of Extra Work

Qualified part-time employees may, where operationally possible, be given an opportunity to perform extra hours of work, including that of temporary replacements, to reach a regular work day or week before hiring new employees.

18.09 Non-Instructional Days

All regular part-time and full-time employees shall be provided with work, or job-related professional development or training on declared non-instructional days.

18.10 Four (4) Hour Daily Minimum

- 1) The Employer is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work.
- 2) Exemptions from the four (4) hour minimum:
 - (a) Atlin School – Indigenous Language and Cultural Assistant (minimum 2.5 hours per day)
 - (b) Denetia School – Indigenous Language and Cultural Assistant (minimum 1 hour per day)
 - (c) Other positions by mutual agreement.
- 3) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement.

ARTICLE 19 OVERTIME

19.01 Overtime Entitlement

All overtime work, as authorized by the immediate Supervisor, shall be paid as follows:

- (a) All time worked over the regular work day shall be paid for at time and one-half (1½) the regular rate for the first three (3) hours of overtime worked in any one day, and double (2) the regular rate thereafter until the commencement of the employee's next scheduled shift.
- (b) Overtime work on the first day of rest shall be paid at the rate of time and one-half (1½) the employee's regular rate for the first three (3) hours worked and two (2) times the regular rate thereafter.
- (c) Overtime work on the second day of rest shall be paid at the rate of two (2) times the regular rate of the employee.

19.02 Overtime for Part-Time Employees

A part-time employee working less than the regular working hours per day shall not qualify for overtime rates until the daily regular hours for full time employees in that position have been exceeded.

19.03 Time off in Lieu of Overtime

Instead of cash payment for overtime or call-out an employee may request to receive time off at the appropriate overtime rate at a mutually agreeable time. Banked overtime not used by June 30th may be carried forward to subsequent years. Payment may be requested at any time and will be made at the rate in

effect. Banked days taken shall require the prior approval of the employee's immediate Supervisor.

19.04 Compensation of Work on Paid Holidays

If an employee is required to work on a statutory or public holiday, they shall be paid at double their regular hourly rate.

19.05 Call Out Pay Guarantee

A full-time or part-time employee, who is called out to work outside their regular working hours, shall be paid for a minimum of two (2) hours at overtime rates.

Call-outs should have the prior approval of the Secretary-Treasurer whenever possible. Secondary call-outs shall be paid only if the employee has completed the work and left the place of the first call out.

19.06 Meal Break

After four (4) continuous hours of overtime or call-out, an employee is entitled to an unpaid break for a meal. The Board shall pay the cost of the meal.

ARTICLE 20 STATUTORY HOLIDAYS

20.01 Statutory Holidays

An eligible employee shall be entitled to a holiday with pay at their regular rate for each of the following statutory holidays:

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

and any other day proclaimed by the Federal or Provincial governments, provided such holidays are observed on normal working days.

- (a) A twelve (12) month employee shall be eligible for each of the statutory holidays falling within their period of employment.
- (b) A ten (10) month employee shall be eligible for each of the statutory holidays falling within their period of employment.
- (c) A part time employee shall have their statutory holidays prorated on the basis of hours of work relative to a full-time employee.
- (d) Casual and temporary employees shall be eligible for statutory holidays as per the Employment Standards Act.

* In the event that the provincial government declares Truth and Reconciliation Day as a different day than the federal government, the Parties agree that only

the provincial holiday will be observed.

20.02 Stats on Vacation Time or Day Off

When any of the above-mentioned holidays fall on an employee's scheduled day off, or are observed during an employee's vacation period, the employee shall receive another day off with pay, at a mutually agreeable time.

20.03 When a Holiday Falls on a Non-Working Day

If a statutory or public holiday should fall on a non-working day, the Board shall declare that the working day immediately preceding the holiday or the working day immediately following the holiday, or any other day mutually agreed between the Parties, shall be observed in lieu of the holiday. Should the Provincial Government choose another date, then that date shall be observed.

20.04 Discretionary Days

Twelve (12) month regular employees are entitled to two (2) discretionary days with pay per year. Ten (10) month employees are entitled to one (1) discretionary day with pay per school year. The following conditions apply:

- (a) Days are not cumulative from year to year.
- (b) Days are to be taken at a time mutually agreeable to the employee and their Supervisor and may not be used to extend holidays.
- (c) A request for a discretionary day must be received at least one (1) full day prior to the day of leave.
- (d) Employees in their first year of service shall be eligible for their first discretionary day after six (6) months of services and their second after the next three (3) months of service.

ARTICLE 21 **VACATIONS**

21.01 **Length of Vacations**

A regular employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one (1) year	seven percent (7%) of gross pay
One (1) year and less than five (5) years	20 working days
Five (5) years and less than ten (10) years	25 working days
Ten (10) years and over	30 working days

A year of service is defined as each twelve (12) month period commencing from the date an employee began as a regular employee.

- (a) Casual and temporary employees shall receive vacation pay at seven percent (7%) of gross pay.

21.02 **Casual and Temporary Employees**

Casual and temporary employees shall only be eligible for vacation pay of four percent (4%) of gross earnings. These earnings shall be calculated and paid to the employee each pay period.

21.03 **Leaving Board Service**

An employee leaving the service of the Board shall receive payment of wages in lieu of vacation owed to them at the time of leaving. A deceased employee's estate shall be credited with the value of vacation credits owing them.

21.04 **Vacation Period**

- (a) Vacations shall be taken at a mutually agreeable time arranged between the Board and the employee. In the event of conflicting vacation date preferences, the choice shall be determined in accordance with seniority. Except as otherwise provided in this Collective Agreement, an employee is entitled to schedule their vacation in one continuous period.
- (b) Regular ten (10) month employees shall be laid off on the last day and rehired on the first day of the local school calendar.
- (c) Regular ten (10) month employees shall take their annual vacation during the Winter and Spring Breaks in accordance with the individual School Board approved school calendar.

Any additional vacation entitlement shall be paid the first pay period in June in accordance with Article 21.01.

- (d) Custodians shall take their annual vacation during the summer break.
- (e) Regular twelve (12) month employees who have accumulated twenty-five (25) working days' vacation or more, may take annual vacations at Winter and Spring Break, subject to operational requirements of the district.

21.05 Extended Vacation

- (a) In the year following an employee's fifth (5th) anniversary and every five (5) years thereafter, an employee shall be entitled to an additional two (2) weeks' vacation with pay at two percent (2%) of gross annual earnings per week.
- (b) This extended vacation may not be carried over to a future year.
- (c) Twelve (12) month employees have the option of taking the paid vacation time off or be paid out in cash for these additional two (2) weeks.
- (d) Ten (10) month employees shall be paid out the first pay period in June.
- (e) Twelve (12) month employees are allowed to use their extended vacation during Winter or Spring break subject to operational requirements of the district.

ARTICLE 22 SICK LEAVE

22.01 Sick Leave Defined

- (a) "Sick Leave" means the period of time a regular employee is permitted to be absent from work with pay (if the employee has an accrued sick day bank) or without pay (if an employee has exhausted their accrued sick day bank), by virtue of sickness of self or dependant, or an unavoidable quarantine or accident for which compensation is not payable under the Workers' Compensation Act.
- (b) Regular part-time employees shall receive sick leave prorated in accordance with hours of work per month relative to the hours of work of a regular full-time employee.

22.02 Accumulation of Sick Leave

- (a) Sick leave shall be granted to regular employees on the basis of one and one-half (1½) days for every month of service. The unused portion of an employee's sick leave shall accrue for their future benefits.

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of statutory holidays) absent for sick leave. An employee is entitled to use up to one hundred twenty (120) days of their unused sick leave in any one (1) school year.
- (b) Sick entitlement shall be credited semi-monthly at a rate of .6923 paid sick leave days. This article is subject to Article 22.01 - Sick Leave Defined.

22.03 Sick leave During Leave of Absence or Layoff

When an employee is given leave of absence for any reason, they shall not accumulate sick leave credits for the period of such absence but shall retain their cumulative credit.

When an employee is laid off, they shall not accumulate sick leave credits for the period of such layoff but shall retain their cumulative credit for a maximum of twelve (12) months following the date of layoff.

22.04 Extension of Sick Leave

An employee who has exhausted their sick leave credits or does not qualify for sick leave with pay may be allowed leave of absence without pay up to a maximum period of one (1) year.

22.05 Proof of Illness

Employees are required to provide to the Board, appropriate documentation of medical appointments. Absences in excess of three (3) days must be certified by a duly qualified medical practitioner for any illness. The Board shall pay the fees of the medical practitioner required for providing proof of illness if such fees are not covered by another source.

22.06 Sick Leave Records

A record of all unused sick leave shall be kept by the Board. An employee is to be advised on application of the amount of sick leave accrued to their credit.

ARTICLE 23 LEAVE OF ABSENCE

23.01 Union Business

- (a) The Board agrees to grant time off without pay and benefits to officers of the Union in the employ of the Board for Union business purposes. The Supervisor and the employee shall mutually agree on when the time off is to be taken. No more than one (1) member of the Bargaining Unit can be released from a building or work facility at one time.
- (b) During leave of absence for Union business, the Board agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the Board for the employee's regular wages and benefits as per the Collective Agreement while on such leave.

23.02 Leave of Absence for Union Functions

- (a) Upon request to the Board, one (1) employee elected or appointed to represent the Union at conventions may be allowed leave of absence.
- (b) Upon request to the Board, an employee may be granted leave of absence to attend executive and committee meetings and seminars of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. No more than one (1) member of the Bargaining Unit may be absent from the same community in the District at any one time.

- (c) Requests for such leaves must be submitted in writing to the employee's immediate Supervisor at least two (2) weeks prior to the commencement of the leave.
- (d) During leave of absence for Union functions, the Board agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the Board for the employee's regular wages and benefits as per the Collective Agreement while on such leave.

23.03

Leave for Full-Time Union Officials

- (a) An employee who is elected or appointed to a full-time position with the Canadian Union of Public Employees shall be entitled to leave without pay and with retention of seniority accumulation up to the date of commencing leave. Such leave shall be for a period of one (1) year or less if so requested. This leave may be renewed for up to a maximum of two (2) years.
- (b) Upon return to work from a leave up to one (1) year, if the employee has the necessary seniority they shall be returned to their former position.
- (c) Upon return to work from a leave in excess of one (1) year, the Board may place the employee in any position for which the employee is qualified and has the necessary seniority, provided that a full-time employee shall have the right to return to a full-time position.

23.04

Bereavement Leave

An employee shall be granted up to five (5) regularly scheduled consecutive work days leave without loss of salary or wages, in the case of the death or serious illness in their immediate family of a parent, spouse, common-law spouse, brother, sister, brother-in-law, sister-in-law, child, foster children, step-children, step-parent, grandparent, grandchild, mother-in-law, father-in-law, son-in-law daughter-in-law, step sibling and any other relative permanently residing in the employee's home or with whom the employee permanently resides. Reasonable leave of absence may be granted without pay for travel and estate affairs. An employee shall be granted a leave of absence without pay when they have been requested to be a pallbearer at a non-relative's funeral.

23.05

Illness in the Family

When it becomes necessary for an employee to care for a sick immediate family member other than a dependent, an employee shall be entitled, after notifying their Immediate Supervisor, to take unpaid leave for family illness. For the purpose of this Article, "immediate family" includes the spouse, child, foster child, parent, guardian, sibling, grandchild, or grandparent of the employee who lives with the employee as a member of the family.

23.06**Cultural Leave Days**

- (a) Regular employees of Indigenous ancestry are entitled to up to three (3) paid days per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.
- (b) These days are non-cumulative and do not carry forward from one school year to the next.
- (c) A minimum of two (2) weeks' notice for leave is required under this provision and will be subject to operational requirements of the District.

23.07**Maternity Leave/Adoption Leave**

An employee shall have the right, upon written request, to a leave of absence for pregnancy on the following basis:

- (a) An employee shall be granted unpaid leave to a maximum of eighteen (18) months at the employee's option. The employee shall notify the Board at least three (3) weeks prior to returning to the job. The employee shall be placed in their former job, or another which is consistent with their seniority, qualifications and former salary. Seniority shall continue to accumulate during this leave and upon reinstatement, all increments to wages and benefits to which the employee would have been entitled had the leave not been taken, shall be reinstated. The Board shall continue to provide its share of coverage and pay its share of premiums for all the employee benefits and pension plan while on maternity leave.
- (b) If during the maternity leave or prior to taking the leave, an employee requests in writing that a longer period of leave is required than allowed above, and the Board approves, then upon conclusion of the maternity leave, the employee shall be considered on leave of absence for up to a maximum of six (6) additional months.

The Board shall continue to provide coverage for all employee benefit plans, provided the employee pays the premiums. Seniority does not accumulate during this period.

The Board shall endeavour to place the employee in a job consistent with their qualifications and seniority which does not result in the layoff or demotion of a regular employee. The Board is under no obligation to reinstate the employee unless a vacancy occurs. Upon the conclusion of this additional leave, an employee shall be considered on layoff.

- (c) Where the pregnancy is terminated before the employee requests leave, the Board shall, on receipt of a medical certificate, grant the employee leave of up to six (6) weeks during which time the benefits of Article 23.05 (a) shall apply.
- (d) Where an employee qualifies for benefits under the Employment Insurance Act (parental benefits), the provisions of this Article shall, upon request, be granted to them.
- (e) Upon receipt of a written request, the Board shall grant an employee an unpaid leave, as per 23.05 (a) for the purpose of adoption of a child. An

employee shall not be eligible for a leave under Article 23.05 (a) and an adoption leave in Article 23.10 (c) for the same child.

23.08 Paid Jury or Court Witness Duty Leave

The Board shall grant leave of absence to an employee who serves as a juror or as a subpoenaed court witness other than on their own behalf. The Board shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee shall present proof of service and the amount of pay received.

23.09 General Leave

The Board may, upon written request, grant leave of absence with or without pay and without loss of seniority to an employee requesting such leave for good and sufficient cause.

23.10 Leave for Public Duties

The Board recognizes the right of an employee to participate in public affairs.

Upon request to the Secretary-Treasurer, an employee shall be granted leave of absence without pay and benefits to:

- (a) stand as a candidate in federal, provincial or municipal election. An employee who is elected to public office shall, upon request, be granted leave of absence without pay and benefits and without seniority accumulation during the term of office.
- (b) act in a community services function or as a community representative (e.g. Winter Games, etc.) for up to two (2) days per year.

23.11 Medical Care Leave

In recognition of the absence of adequate medical facilities, employees shall be allowed paid leave of absence in order to engage in medical care when the employee, or their dependents, is referred by medical personnel to a medical practitioner or medical facility in another municipality. Paid leave of absence shall be allowed under this Article when a doctor refers an employee to a dentist for other than routine medical reasons. Employees shall be required to show proof of medical referral. Such leave shall be deducted from the employee's accrued unused sick leave.

For medical travel benefits, see Plan Overview (The Standardized Provincial Extended Health Benefits Plan) in Appendix D.

https://www.pebtbenefits.ca/en/SelectDistrict_PEBT.asp (and select SD 87 from dropdown box).

23.12 Special Leave

- (a) Employee's marriage - three (3) days paid leave;
- (b) Birth of an employee's child when spouse has a child - five (5) days paid leave;

- (c) Adoption of child - five (5) days paid leave.
- (d) Band Council elections - four (4) hours clear of work for eligible workers.

23.13 Volunteer Fire fighters

An employee who is a member of a Volunteer Fire Department shall advise the Board.

Those employees who are called out for a fire emergency during working hours shall notify their immediate Supervisor and shall suffer no loss of wages or benefits under the Collective Agreement. Custodial and Maintenance employees when working with no immediate Supervisor present shall be exempt from notification until after the emergency has been dealt with.

23.14 Ambulance Attendants

An employee who is an Ambulance Attendant shall advise the Board. Those employees who are called out for emergency reasons shall notify their immediate Supervisor and shall be granted leave of absence without pay.

23.15 Compassionate Care Leave

As defined by the Employment Insurance Act, employees will be granted a Compassionate Care leave without pay of up to twenty-seven (27) weeks to care for a seriously ill or seriously injured family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave, the Employee will continue to accumulate seniority under the Collective Agreement. The Board shall continue benefits of Article 26.01 and 26.03 at the employee's cost. On return from leave, Employees will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension will not be unreasonably denied. During an extended leave, the Employee will continue to accrue seniority.

ARTICLE 24 PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

- (a) The Board shall pay wages on a bi-weekly basis, in accordance with the wage rates specified in Schedule "A" attached hereto and forming part of this Collective Agreement. An employee shall receive a statement showing hours of work, rates of pay and each deduction, with each bi-weekly payment.
- (b) The Board shall deposit all salary payments to the employee's account in the bank of their choice not later than the fifth (5th) working day after the pay period.

24.02 Assignments and Substitutes

A member of the Bargaining Unit who, for a period in excess of one (1) working day, is assigned to or substitutes on any other job within the Bargaining Unit,

or who performs the duties of a higher classification within the Bargaining Unit, shall receive from the beginning of the assignment, the rate as if promoted to the job or the employee's rate, whichever is greater.

24.03 Statement

In October of each year the Board shall furnish to each employee a statement of the following:

- (a) Employee benefits;
- (b) Seniority;
- (c) Sick leave credit;
- (d) Rate of pay;
- (e) Discretionary days (# of days for the year).

24.04 Temporary assignment to Excluded Position

- (a) An employee who, in addition to their regular duties is temporarily assigned the responsibilities of an excluded position, during the absence of the excluded employee from the District, shall receive in addition to their regular rate of pay an increase of eight percent (8%) for all such hours worked.
- (b) An employee who is temporarily assigned the responsibilities of an excluded position may be requested by the Board to take an oath of confidentiality regarding work performed in their duties in the excluded position.

24.05 Tool Allowance

A twelve-month maintenance employee who is required to provide their own hand tools shall receive a two hundred dollar (\$200.00) per annum tool allowance. This allowance is payable within fifteen (15) working days following the anniversary date of the employee. The Employer will reimburse all other work-related tool purchases up to a five hundred dollar (\$500.00) overall maximum, per school year, upon receipt.

24.06 Travel Allowance

All employees shall be eligible for a travel allowance of two thousand one hundred dollars (\$2,100.00) per annum. The travel allowance shall be paid 50% on the first pay in December and 50% on the first pay period in June.

Travel Allowance shall increase annually at the same rate as wages.

Part-time employees shall be paid travel allowance on a pro rata scale according to the full time equivalent.

24.07 First Aid

The Board shall pay an allowance of three hundred dollars (\$300.00) per annum to an employee designated First Aid attendant who possesses the necessary training as required by the WorkSafe BC.

24.08 Vehicle Allowance

A payment per kilometre, as set by the District, shall be paid to any employee who uses their personal vehicle for Board approved business.

ARTICLE 25 JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Classification Changes and New Positions

When the duties in any Bargaining Unit classification are substantially changed, or when a new position is created within the Bargaining Unit, the rate of pay shall be subject to negotiation between the Parties. If the Parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 26 EMPLOYEE BENEFITS

26.01 Health Plans

As a condition of employment for those regular full-time employees who work fifteen (15) hours or more per week, the Board shall pay one hundred percent (100%) of the premiums of the Extended Health, Dental and Medical Referral Travel benefits as defined within the Standardized Provincial Extended Health Plan.

Details of the Standardized Provincial Extended Health Benefits Plan can be found in Appendix D (https://www.pebtbenefits.ca/en/SelectDistrict_PEBT.asp (and select SD 87 from dropdown box).

26.02 Pension

- (a) All regular employees covered by the Agreement shall participate in and be covered by the provisions of the Municipal Pension Plan.
- (b) An employee reaching the maximum retirement age may, at the discretion of the Board, continue in the Board's employment on a year-to-year basis following their sixty-fifth (65th) birthday.

26.03 Group Life Insurance

The Board shall pay one hundred percent (100%) of the cost of the premiums for enrolment in a group life insurance plan for all regular employees who work fifteen (15) hours or more per week, who have completed their probationary period. Employees who select the accidental death and dismemberment coverage shall be responsible for the total cost of this additional coverage.

26.04 Long Term Disability Plan

- (a) The Board agrees to administer the government funded LTD Plan provided through the Public Education Benefits Trust.

- (b) If the Union implements a long-term disability plan, the Board agrees to administer the Plan for eligible employees. The Plan and carrier shall be determined by the Union.
- (c) The Board agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan.

26.05 Continuation of Benefits

- (a) An employee receiving the benefits of Article 26.01 and 26.03 shall continue to do so, at the Employers expense for the premium during the summer months, providing the regular assignment of the employee is on the basis of ten (10) months a year and providing the employee returns to the job in September.
- (b) The Board shall continue the benefits of Article 26.01 and 26.03 when an employee is absent due to sickness or accident. Payment of the premiums by the Board shall be limited to the number of sick days available up to a maximum of one hundred and twenty (120) days, or in the case of a WorkSafe BC claim, up to a maximum of six (6) months.
- (c) In other cases, an employee may continue coverage for any of the benefits so long as they are on approved leave of absence or retains recall rights, provided they pay the entire premium to the Board each month and provided the carrier of the Plan permits such coverage.

26.06 WorkSafe BC's Compensation Benefit Continuation

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 have their benefits continued as if they were at work up to a maximum of six (6) months.

26.07 WorkSafe BC's Compensation Salary Continuation

Employees with accumulated sick leave to their credit shall turn over, or caused to be turned over, to the Board monies paid by WorkSafe BC other than lump sum settlements or disability pensions.

The Board shall pay the employee(s) so affected their normal and regular pay. The difference between the employee's pay and the WorkSafe BC cheque shall be deducted from the employee's accumulated sick leave credits. For the purpose of this Agreement the above-noted difference shall be established as one tenth (0.10) of a day for each working day that the employee is covered by WorkSafe BC.

ARTICLE 27 HEALTH AND SAFETY

27.01 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from

sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

27.02 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident at work shall be at the expense of the Board.

27.03 Asbestoses Testing

While in the employ of the Board, any employee whose regular assigned work was in Cassiar shall have the right to be tested annually for lung capacity and/or asbestoses at no cost to the employee.

27.04 Safety Boots and Clothing

The Board shall provide and clean all protective clothing, coveralls and gloves as required. The Board shall also provide reflective safety vests when the employee's working conditions warrant them.

The following reimbursement will be provided upon receipt:

CSA approved Safety Boots: up to three hundred fifty dollars (\$350.00) per school year.

27.05 Safety in the Workplace

Staff assigned to work with students on a regular basis shall be involved in the development and/or revision of the applicable Individual Safe Work Instructions or equivalent.

27.06 Unsafe Working Conditions

A claim by an employee or a group of employees that they are working under unsafe working conditions shall be investigated as quickly as possible by the Board in accordance with WorkSafe BC Guidelines. No employee shall be required to work on an assignment which is unsafe. Such employee(s) shall not be subject to disciplinary action and temporary alternative work at no loss in pay shall be provided until the matter is resolved.

ARTICLE 28 TECHNOLOGICAL CHANGE

28.01 Definition

Technological Change means:

- (a) The introduction by the Board of a change in its work, undertaking or service of equipment or material of a different nature or kind, than previously used by the Board in that work, undertaking or service; or
- (b) A change in the manner, method or procedure in which the Board carries on its work, undertaking or service that is related to the introduction of that equipment or material.

- (c) Technological change does not include normal layoffs resulting from a decrease in the amount of work to be done.

28.02 Introduction of Technological Change

Where the Board introduces or intends to introduce a technological change, the following conditions shall apply:

- (a) A Regular Employee who is affected by technological change and requires new or greater skills shall receive priority for new training to maintain their job security with the Board. Such training shall be at the expense of the Board and there shall be no reduction in pay.
- (b) A Regular Employee who is demoted or whose job classification is devalued as a consequence of technological change, shall not suffer any reduction in pay. Such an employee shall be "red circled" and shall not receive a wage increase until the wage rate for the job exceeds the "red circled" rate.
- (c) A Regular Employee who is laid off from their job by virtue of technological change shall be given the opportunity to fill any vacancies in accordance with the Job Postings procedures of this Agreement.

28.03 Severance Pay

An employee who is laid off by the Board because of technological change shall be entitled to severance pay as per Article 17.07.

ARTICLE 29 GENERAL CONDITIONS

29.01 Educational Courses

The Board shall pay for courses successfully completed by employees who were given prior approval, and which relate directly to their role and responsibilities within the District. The procedure to be followed is:

- (a) A Non-Teaching Staff Improvement Application shall be filled out and submitted to the Secretary-Treasurer for approval prior to registering for the course.
- (b) If the Secretary-Treasurer approves the course, and it is successfully completed, the following expenses shall be paid:
 - (i) Course registration and/or fees, return travel, to the maximum of the return economy airfare, accommodation and per diem if the course is held elsewhere other than in the place of residence.
- (c) A travel/training advance of up to 75% of anticipated expenses will be pre-paid to the employee for an approved course through the Travel/Training Advance Request process.
- (d) If the employee does not successfully complete the course, they shall reimburse the district for all related expenses pre-paid to the employee through the Travel/Training Advance Request process.

The decision as to the validity of the course requested shall be made by the Secretary Treasurer, in consultation with the employee's immediate

Supervisor, the District Education staff and the CUPE Local 2052-02 executive. Only one (1) employee is eligible to be away from their regular employment at each school at one time, in order to attend an educational course unless it would be beneficial to the Board for more than one (1) person from a school to attend at the same time.

29.02 Contracting Out

The Employer shall not contract out, or replace with excluded staff, Bargaining Unit work unless agreed to by both Parties. The Union shall apply this article in a fair, just and reasonable manner.

Volunteers

No regular member of the Bargaining Unit will be laid off as a result of the use of volunteers and volunteers will not be used to displace hours held by existing CUPE employees.

29.03 Amalgamation or Merger

In the event that School District No.87 (Stikine) is merged, amalgamated or regionalized, the Board will do all things possible to protect and preserve the rights of each employee under this Agreement.

29.04 Sexual Harassment

The Board agrees that an employee has the right to work without sexual harassment. A claim of sexual harassment by an employee shall be considered as a grievance.

29.05 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

29.06 Bulletin Boards

The Board shall provide bulletin board space in all schools and the maintenance shop so that the Union may post information of interest to its members.

29.07 Workplace Violence

(a) Definition of violence: Any incident in which an employee is abused, threatened, or assaulted during the course of employment as defined by WorkSafe BC legislation: www.worksafebc.com.

(b) Reporting violent incidents: Parties agree to educate employees of the District and promote the reporting of all incidents of violence in an effort to eliminate or minimize the risk of workplace violence.

29.08 Situations of Immediate Danger

Where a situation is of immediate danger to an employee or student, the employee shall act judiciously to mitigate the danger and then report the situation to the appropriate Supervisor. The employee shall be advised of the actions taken to ensure the situation is remedied.

ARTICLE 30 GENERAL

30.01 Plural and Gender Neutral Terms May Apply

Gender neutral terms shall be used in this Agreement and shall be considered as if the plural has been used where the context of the party or parties so require.

30.02 Bargaining Unit

Local 2502 Coast Mountains School District is the Parent Local to the following sub-locals:

2052-01 PACES Daycare Society

2052-02 School District 87 Stikine

30.03 Replacement During Absences

The Employer shall continue its current practice of replacing absent employees on an as-needed basis.

30.04 Provincial Skills Enhancement Fund

When the Provincial Skills Enhancement Fund is established, the Parties will jointly develop a plan to access these funds. Such plan will take into consideration all members of CUPE Local 2052-02 when being developed.

30.05 Use of School Facilities

The Union shall have the right to use School Board Facilities and equipment for meetings and other Union activities, at no cost, in accordance with Board policy on the use of school facilities and subject to normal booking procedures. It is agreed that school functions will take precedence and any use of facilities which may interfere with school instructional time will not be permitted.

30.06 Pre-Retirement Seminar

The Board may grant a leave of absence with pay and without loss of benefits of two (2) days to employees with a minimum of ten (10) years' service with the Board, to attend the CUPE pre-retirement seminar. The Union will pay registration fees.

If the above approved seminar falls on a non-instructional day, the employee shall receive the employee's regular wages for the day when attending the seminar.

30.07 Examination of Students

The examination of students for communicable diseases or infestations shall not be the responsibility of a member of the Bargaining Unit. However, an employee who suspects a child may have a communicable disease or infestation shall report the concern to an immediate Supervisor for investigation.

30.08 Indemnification

The School Board agrees to defend, save harmless, and indemnify all CUPE Local 2052-02 employees from any proceedings which may be brought against them, and which arise from the lawful performance of their duties.

ARTICLE 31 TERM OF AGREEMENT

31.01 Duration

This Agreement shall be binding and remain in effect from July 01, 2022 to June 30, 2025 and shall continue from year to year thereafter unless either Party gives to the other Party notice to commence collective bargaining in accordance with the Labour Relations Code of British Columbia.

If negotiations extend beyond the anniversary date of the Agreement, the Board agrees to adhere to the provisions of this Agreement until a new Agreement is reached.

SIGNED THIS ____ DAY OF _____ of year 20__.

Signed on Behalf of:

The Board of School Trustees of
School District No. 87 (STIKINE)

Signed on Behalf of:

The Canadian Union of Public
Employees, Local 2052-02

Tina Etzerza, Manager of Human
Resources

Monica Brady, President, Local 2052-02

Alanna Cameron, Secretary
Treasurer

Lisa Medynski, Vice-President, Local
2052-02

Appendix “A” – Wage Rates

Position	01-Jul-22			01-Jul-23			01-Jul-24		
	\$0.25; and 3.24% GWI	LMA %	FINAL	5.5% GWI; plus 1.25% COLA	LMA %	FINAL	2% GWI; plus COLA*	LMA %	FINAL
Accounting Clerk	\$34.12		\$34.12	\$36.42		\$36.42	\$37.15		\$37.15
Indigenous Language and Cultural	\$31.92	2%	\$32.56	\$34.76	1%	\$35.11	\$35.81		\$35.81
Computer Technician I	\$34.20	3%	\$35.23	\$37.61	2%	\$38.36	\$39.13	1%	\$39.52
Computer Technician II	\$36.66	5%	\$38.49	\$41.09	3%	\$42.32	\$43.17	1%	\$43.60
Custodian	\$28.65		\$28.65	\$30.58		\$30.58	\$31.19		\$31.19
Labourer (student)	\$22.86		\$22.86	\$24.40		\$24.40	\$24.89		\$24.89
Library Assistant	\$25.40		\$25.40	\$27.11		\$27.11	\$27.65		\$24.89
Maintenance I	\$34.20	3%	\$35.23	\$37.61	2%	\$38.36	\$39.13	1%	\$39.52
Maintenance III ***	\$39.17	3%	\$40.34	\$43.07	2%	\$43.93	\$44.81	1%	\$45.26
Maintenance Lead Hand ***	\$41.69	3%	\$42.94	\$45.84	2%	\$46.75	\$47.69	1%	\$48.17
Secretary	\$31.11			\$33.21		\$33.21	\$33.87		\$33.87
Educational Assistant	\$28.41	3%	\$29.26	\$31.24	2%	\$31.86	\$32.50	1%	\$32.83
Student Assistant	\$24.90	3%	\$25.65	\$27.38	2%	\$27.93	\$28.49	1%	\$28.77
Youth Care Worker	\$35.83			\$38.25		\$38.25	\$39.02		\$39.02
<u>Trades Qualifications Allowance</u>									
*** if an employee has a TQS	\$2.64	1%	\$2.67	\$2.85		\$3.13	\$2.91		\$3.19

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

In the event there is an ESD in future years, updated grids will be attached to the Collective Agreements as a new Appendix.

APPENDIX "B"

PAUL RAMSEY LETTER

June 6, 2000

Ref. No. 116240

Irene Holden
Labour Relations Board
900 – 360 West Georgia Street
Vancouver, BC V6B 6B2

and

Vince Ready
650 – 475 West Georgia Street
Vancouver, BC V6B 4M9

Dear Irene Holden and Vince Ready:

Re: Industrial Inquiry Commission concerning settlement Collective Agreement
Between British Columbia Public School Employers' Association
(and Member School Districts) and School District Support Staff Trade Unions
(IIC#2)

I am writing concerning IIC#2 and your recommendations for settlement dated May 30, 2000 (the "Report") and provided to the parties and government. Some of these issues were also referenced in the Commission's letter of May 31, 2000 to CUPE representative Gary Johnson.

I understand that you intend to use those recommendations for the basis of your binding decision in accordance with your powers under the Public Education Support Staff Collective Bargaining Assistance Act (the "Act").

I note, as well, that you make reference to certain items which the government has agreed to fund. I wish to affirm, for all parties to the collective agreement or to the documents deemed to be a collective agreement under the Act, that the government commits to fund as follows:

1. The monies committed by government and recommended by IIC#2 for the Four Hour Minimum Work Day Fund (5 million, annually) on each of July, 2000, July 1, 2001 and July 1, 2002, as described in the IIC#2 Report.

- Page 2 -

2. Should the \$5 million in the fund identified in paragraph #1 above not be entirely expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph #3 below. This arrangement is also recommended by IIC#2 and described in the Report.
3. The monies committed by government and recommended by IIC#2 for employment security (3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC#2 Report.
4. The monies committed by government and recommended by IIC#2 to fund the LTD plan (11.8 million, annually) on January 1, 2002, January 1, 2003 and each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC#2 Report and the Accords.

The government also agrees that it would be appropriate for IIC#2 to retain jurisdiction regarding implementation of these items over the course of the collective agreement.

Sincerely,

Paul Ramsey
Minister of Finance and
Corporate Relations

Copied as per letter signed by Paul Ramsey

APPENDIX “C”

PROVINCIAL FRAMEWORK AGREEMENT 2022

Provincial Framework Agreement (“Framework”)

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

1. Term

July 1, 2022 to June 30, 2025

2. Wages Increases

General wage increases as follows:

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

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

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

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

3. Wage Increase Retroactivity

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

4. COLA Adjustment

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

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

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

5. Public Sector Wage Increases

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the K-12 Provincial Framework Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This paragraph 5 is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
 - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

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

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

6. Local Table Bargaining Money

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

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

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

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

7. Provincial Labour Management Committee

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

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

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

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

8. Support Staff Education Committee (SSEC)

Structure:

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

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

Mandate:

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

- a) Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b) Developing and delivering education opportunities to enhance service delivery to students;
- c) Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d) Enable the provision of education opportunities to enhance and support the understanding, recognition and reconciliation process with Indigenous Peoples;
- e) Enable the provision of education opportunities to enhance and support equity, diversity, and inclusion as well as cultural safety;

- f) Skills enhancement for support staff;
- g) EA curriculum module development and delivery;
- h) These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations.

Terms of Reference:

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

Funding:

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

9. Safety in the Workplace

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

10. Provincial Joint Health and Safety Taskforce

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

The Provincial Joint Health and Safety Taskforce will:

- a) develop Terms of Reference to support training on the 2021 Workplace Violence Prevention Toolkit and the joint health and Safety Evaluation Tool;
- b) support the Support Staff Education Committee (SSEC) in the development of training related to the 2021 Workplace Violence Prevention Toolkit;

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

11. Job Evaluation

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

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

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

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

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

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

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

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

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

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

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

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

12. Committee Funding

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

13. Public Education Benefits Trust

- a. PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD

and JEIS benefits in accordance with the Settlers Statement on Accepted and Policy Practices of the PEBT.

- b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.
- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

14. Benefits

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

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

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

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

15. Production of Local Collective Agreements

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

16. Demographic, Classification and Wage Information

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

17. Unpaid Work

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

18. Education Assistant Credential Standardization

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

19. Provincial Framework Bargaining 2025

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

20. Provincial Dispute resolution

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

21. Funding

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

22. Employee Support Grant

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

23. Adoption of the Provincial Framework Agreement

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

Dated this 15th day of September, 2022.

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

K-12 Presidents' Council and
Support Staff Unions

BC Public School Employers'
Association

_____ "Paul Simpson" _____

_____ "Justin Schmid" _____

_____ "Kirsten Daub" _____

_____ "Jeff Virtanen" _____

_____ "Gray Boisvert" _____

_____ "Tammy Carter" _____

_____ "Michelle Bennett" _____

_____ "Patti Pocha" _____

_____ "Denise Bullock" _____

_____ "David Bollen" _____

_____ "Monica Brady" _____

_____ "Warren Williams" _____

_____ "Tim DeVivo" _____

_____ "Jane Massy" _____

_____ "Amber Leonard" _____

_____ "Jason Franklin" _____

_____ "Christina Forsyth" _____

_____ "Tammy Murphy" _____

_____ "Jeannette Beauvillier" _____

_____ "Daun Frederickson" _____

_____ "Tracey O'Hara" _____

_____ "Katarina DiSimo" _____

_____ "Leanne Bowes" _____

_____ "Bruce Anderson" _____

_____ "Alan Chell" _____

_____ "Kyle Uno" _____

_____ "Tammy Sowinsky" _____

_____ "Rae Yu" _____

_____ "Richard Per" _____

_____ "Ken Dawson" _____

_____ "Nancy Brennan" _____

_____ "Eric Harvey" _____

_____ "Alex Dounce" _____

Provincial Framework Agreement – Appendix A

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

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

union.

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

Original signed on 15th September, 2022 by:

BCPSEA

Leanne Bowes

K-12 Presidents' Council

Paul Simpson

APPENDIX “D”

Plan Overview (The Standardized Provincial Extended Health Benefits Plan)

https://www.pebtbenefits.ca/en/SelectDistrict_PEBT.asp (and select SD87 from dropdown box)

Unionized Support Staff Provincial Standardized Extended Health Plan Improvements		
EXTENDED HEALTH	Current Provincial Standardized Extended Health Plan	Effective July 1, 2023
Reimbursement	80% until \$1,000 paid per family per calendar year, then 100%	80% until \$1,000 paid per family per calendar year, then 100%
Annual Deductible	\$100 (Single/Family)	\$100 (Single/Family)
Lifetime Maximum	Unlimited	Unlimited
Termination Age	Retirement (No age limit)	Retirement (No age limit)
Prescription Drugs		
Drug Formulary	Blue Rx	Blue Rx
Pay-Direct Drug Card	Yes	Yes
Per Prescription Deductible	\$0	\$0
Sexual Dysfunction	Not Covered	Not Covered
Oral Contraceptives	Covered	Covered
Fertility	\$7,500 per lifetime	\$7,500 per lifetime
Smoking Cessation ¹	Not Covered	Not Covered
Medical Services and Supplies		
Medi-Assist	Included	Included
Out-of-province Emergency Medical	Covered (100% reimbursement)	Covered (100% reimbursement)
Ambulance	Covered	Covered
Hospital	Private or Semi-private	Private or Semi-private
In-home Nursing Care	Covered	Covered
Hearing aids	\$1,000 per 5 years for Adults and per 2 years for Children	\$4,000 per 5 years for Adults and per 2 years for Children
Miscellaneous Services and Supplies (subject to reasonable and customary limits as defined by the Insurer)	Covered	Covered
Orthopedic shoes	\$400 per year for Adults, \$200 per year for Children	\$400 per year for Adults, \$200 per year for Children
Orthotics	\$400 per 2 years (adults and children)	\$400 per 2 years (adults and children)
Vision and Paramedical		
Vision Care		
Maximum	\$550 per 24 months	\$625 per 24 months
Eye exams	\$75 per 24 months	\$125 per 24 months
Prescription Sunglasses	Included in Vision Maximum	Included in Vision Maximum
Paramedical services		
Naturopath	\$500 per year	\$600 per year
Chiropractor	\$600 per year	\$600 per year
Massage therapist	\$1,200 per year	\$1,200 per year
Physiotherapist	\$900 per year	\$1,000 per year
Psychologist	\$850 per year	\$1,500 per year (addition of Clinical Counsellors & Social Workers under a combined maximum with Psychologists)
Speech therapist	\$500 per year	\$600 per year
Acupuncturist	\$500 per year	\$600 per year
Podiatrist/Chiropodist	\$500 per year	\$600 per year
Notes		
<ul style="list-style-type: none"> - Eligibility of individuals and premium sharing arrangements are unaffected. - Benefits are subject to reasonable and customary limits as defined by the Insurer. - Blue RX is a dynamic drug program provided by PBC that is continuously refined with features that include, but are not limited to: managed care formulary, special authorization enforcement, low cost alternative price controls, and reasonable and customary mark-up and dispensing fee limits, for example. 		
¹ Smoking Cessation covered under MSP		

Unionized Support Staff Minimum Dental Plan Summary	
PLAN	Effective July 1, 2023
Basic Services	Plan pays: 85%
Major Services	Plan pays: 60%
Orthodontic Services	Plan pays: 60%
	Lifetime Maximum: \$1,000
Notes	
<ul style="list-style-type: none"> - If your current dental plan provides a lower coverage level, the increase will be effective July 1, 2023 - If your current dental plan provides a higher coverage level, there will be no change to coverage. 	

LETTER OF UNDERSTANDING #1

Between

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)

and

CUPE LOCAL 2052-02

RE: Denetia Secretary Hours

The Parties agree that:

1. Denetia School Secretary hours can be less than four (4) hours per day as is presently required by Article 18.10 Four (4) Hour Daily Minimum on a without prejudice basis.
2. This LOU will be reviewed on a yearly basis and will be rescinded if the hours allotted to Denetia increase and can accommodate making the Secretary position four (4) hours per day.

SIGNED THIS 7th DAY OF March 2020.

For the Employer
SCHOOL DISTRICT #87 (STIKINE)

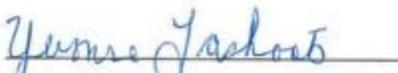


Mike Gordon, Superintendent

For the Union:
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3234



Ryan Rasmussen, President, Local 3234



Yvonne Tashoots, Board Chair

LETTER OF UNDERSTANDING #2

Between
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)
and
CUPE LOCAL 2052-02

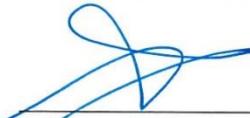
Re: Leave of Absence

The Parties agree that:

- a) When a member applies for a leave of absence from the district for a school year under Article 23.07 General Leave they must submit their request to the Secretary Treasurer not later than April 30th of the school year prior to the commencement of the leave.
- b) It shall be the responsibility of the member to advise the Secretary Treasurer in writing of their intention to return to the position previously held no later than April 30th in the year their leave expires.
- c) A member who fails to notify the Secretary Treasurer in writing of their intention to return to the position previously held, by the specified date in (b) above, shall be deemed to have resigned from School District #87 (Stikine).

SIGNED THIS 7th DAY OF March 2020.

For the Employer:
SCHOOL DISTRICT #87 (STIKINE)

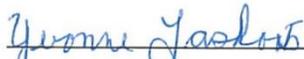


Mike Gordon, Superintendent

For the Union:
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3234



Ryan Rasmussen, President, Local 3234



Yvonne Tashoots, Board Chair

LETTER OF UNDERSTANDING #3

Between
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)
and
CUPE LOCAL 2052-02

Re: Service Improvement Allocation Fund

WHEREAS:

The Ministry has established and maintains additional funding for the purpose of improving the delivery of service. Funding to address this matter as it relates to employees covered by this Collective Agreement in the amount of \$10,000.00 or any annual amount established by government in the Service Agreement Fund effective July 1, 2022.

THEREFORE:

The Parties hereby agree the allocation of the Service Agreement Fund will be as follows:

1. An Education Fund whose purpose is to assist in the upgrading job-related skills and education of the employee.
2. A Professional Development Fund with the purpose to encourage employees to participate in school, district or out of district professional development sessions (self-directed professional development is excluded). Employees attending professional development days will be paid for the full hours of the programming at their regular rate of pay and all cost associated with travel for out of town opportunities.

SIGNED THIS _____ DAY OF _____ 2023.

For the Employer:

SCHOOL DISTRICT #87
(STIKINE)

“Alanna Cameron”

Alanna Cameron, Secretary
Treasurer

“Tina Etzerza”

Tina Etzerza, Executive Admin.
Assistant

For the Union:

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2052-02

“Monica Brady”

Monica Brady, President Local 2052

“Lisa Medynski”

Lisa Medynski, Vice President, Local
2052

LETTER OF UNDERSTANDING #4

Between
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)
and
CUPE LOCAL 2052-02

Re: Tahltan School Secretary Hours

The Parties agree that:

1. The Tahltan School Secretary hours can be less than four (4) hours per day as is presently required by Article 18.10, four (4) hour daily minimum on a without prejudice basis.
2. This LOU will be reviewed on a yearly basis and will be rescinded if the District can accommodate making the Secretary position four (4) hours per day either on its own or in combination with another position.

Dated this 12 day of Nov, 2020.

For the Employer:

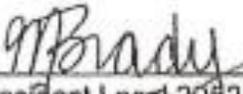


Secretary-Treasurer

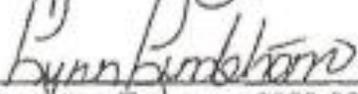


Superintendent

For the Union:



President Local 2052-02



Secretary-Treasurer 2052-02

LETTER OF UNDERSTANDING #5

Between
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)
and
CUPE LOCAL 2052-02

Re: Atlin School Secretary Hours

The Parties agree that:

1. The Atlin School Secretary hours can be less than four (4) hours per day as is presently required by Article 18.10, four (4) hour daily minimum on a without prejudice basis.
2. Due to the Ministry of Education requiring the District to reduce its administration costs for 2020/2021 and beyond, commencing August 2020, the Secretary will work 10 (10) hours per week made up of two (2) hours per day five (5) days per week.
3. This LOU will be reviewed on a yearly basis and will be rescinded if the Ministry of Education reinstates the funding for the reduction in the administration costs and the District can accommodate making the Secretary position four (4) hours per day.

Dated this 12 day of NOV, 2020.

For the Employer:



Secretary-Treasurer

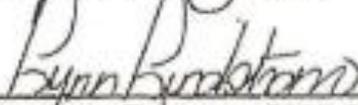


Superintendent

For the Union:



President Local 2052-02



Secretary-Treasurer 2052-02

LETTER OF UNDERSTANDING #6

Between
BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)
and
CUPE LOCAL 2052-02

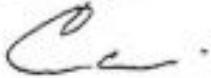
Re: Denetia School Custodian Hours

The Parties agree that:

1. The Denetia School Custodial hours can be less than four (4) hours per day as is presently required by Article 18.10, four (4) hour daily minimum on a without prejudice basis.
2. This LOU will be reviewed on a yearly basis and will be rescinded if the District can accommodate making the Custodian position four (4) hours per day.

Dated this 12 day of Nov., 2020.

For the Employer:



Secretary-Treasurer


Superintendent

For the Union:



President Local 2052-02


Bargaining Chairperson

LETTER OF UNDERSTANDING #7

Between

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 87 (STIKINE)

and

CUPE LOCAL 2052-02

Re: District Accounting Clerk/Executive Assistant

The District presently has a 0.5 FTE Accounting Clerk (CUPE) and a 0.5 FTE Executive Assistant (Excluded) position both being done by one person.

The parties agree that:

1. Due to the size of the District and due to the confidential information that the Executive Assistant will be dealing with, the two positions will combined into one position; Executive Assistant (Excluded).
2. This position will revert back to the two (2) former positions of the 0.5 FTE Accounting Clerk within the CUPE Bargaining Unit and the 0.5 FTE Executive Assistant upon the present employee permanently leaving the position for any reason.
3. In the event of an on-going vacancy in the combined position, the Parties agree to consult on the process for replacement.
4. This Agreement is without prejudice and precedent to any other matter

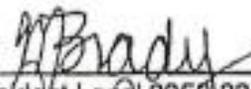
Dated this 12 day of Nov, 2020.

For the Employer:

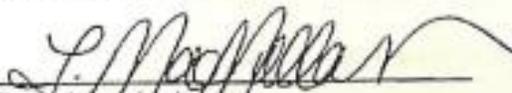
For the Union:



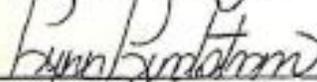
Secretary-Treasurer



President Local 2052-02



Superintendent



Secretary-Treasurer 2052-02