

**COLLECTIVE AGREEMENT**

EFFECTIVE JULY 1, 2022 TO JUNE 30, 2025

*BETWEEN*

SCHOOL DISTRICT NO.59 (PEACE RIVER SOUTH)

*AND*

CANADIAN UNION OF PUBLIC EMPLOYEES

(CUPE) LOCAL 4992

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## **COLLECTIVE AGREEMENT**

**BETWEEN: BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 59 (PEACE RIVER SOUTH)**

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) LOCAL 4992**

(hereinafter called the "Union")

PARTY OF THE SECOND PART

### **ARTICLE 1 – PREAMBLE**

It is the desire of both parties to this Agreement:

- (a) to maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
- (c) to encourage efficiency in operations;
- (d) to promote the morale, well-being, and security of all the Employees in the bargaining unit of the Union;
- (e) to recognize that the principle of equal pay for equal work shall apply, regardless of gender;
- (f) the Employer agrees to provide a workplace environment free from sexual or personal harassment;
- (g) to acknowledge that the implementation of this Agreement shall in no case operate to lower the wages and conditions paid to any Employee;
- (h) to recognize that wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party, or parties, hereto so require;

- (i) to acknowledge that during the life of this Agreement, or while either party is under notice, or while negotiations for a further Agreement are in progress, there shall be no strikes, slowdowns or stoppages of work on the part of the Employees, nor any lock-out on the part of the Board.

## **ARTICLE 2 – DEFINITION OF EMPLOYEES**

- (a) REGULAR EMPLOYEE shall mean an Employee who has successfully completed his probationary period.
- (b) TEMPORARY EMPLOYEE is an Employee hired on a fixed term basis to perform general relief for a specific project or undertaking. The term of such project or undertaking will be provided by the Employer.
  - i) All new temporary Employees will be required to complete a probationary period of ninety (90) working days of continuous employment. There shall be no responsibility on the part of the board respecting employment of probationary Employees. A probationary Employee may be discharged at any time during the probationary period.
  - ii) On completion of the probationary period the Employee's seniority shall be retroactive to the date of hire. A separate seniority list will be maintained for temporary Employees.
  - iii) A temporary Employee who has successfully completed a probationary period may apply for regular positions. The temporary Employee will be considered on a seniority basis, after regular Employees but before an outside posting, and will be granted the position provided the Employee has the ability, skills, knowledge and qualifications for the position.
  - iv) A temporary Employee who is granted a regular position must successfully complete a probationary period as a regular Employee pursuant to Article 2 (d).
  - v) A temporary Employee that is laid off from employment and has completed the probationary period will be placed on the temporary recall list. A temporary Employee will remain on the recall list for a period not to exceed twelve (12) months.
  - vi) After all regular Employees have been placed, temporary Employees on the recall list will be offered in order of seniority any vacant temporary positions for which they are qualified. All regular Employees that are laid off may assume temporary positions in the order of seniority provided they possess the necessary ability, skills,

knowledge and qualifications. The displaced temporary Employee will then be eligible for placement on the temporary recall list.

- vii) Upon successful completion of the probationary period pursuant to Article 2 (d), seniority as a regular Employee will be granted retroactive to the original date of hire of uninterrupted service as a temporary.
- viii) Temporary Employees will be called to temporary positions from the recall list on the basis of seniority and skill, ability, knowledge and qualifications.
- ix) Temporary Employees employed longer than six consecutive months shall receive Health and Welfare benefits. Holiday pay and statutory holiday pay will be as per Employment Standards Act. Temporary Employees are only entitled to the following provisions of the Collective Agreement: Articles 1;2;3;4;5; 10 except (g), (h), (j); Article 14a); Article 18; 19; 20 except (h), (i). Temporary Employees are eligible for Articles 8 and 16 with the proviso that the stipulation of eligibility for Article 8 and 16 are contained within this Article.
- x) Temporary Employees employed less than six (6) months shall receive fifty cents (50¢) per hour in lieu of Health and Welfare Benefits and will receive holiday pay and statutory holiday pay as per the Employment Standards Act. They are not entitled to any other provisions of the Collective Agreement.
- xi) Temporary Employees shall pay Union dues in any month in which more than three (3) shifts are worked.
- xii) Employees on the temporary list and the recall list will not lose their seniority except in the event of:
  - a) discharge for just cause
  - b) resignation or retirement
  - c) the Employee is not recalled to employment from the list within twelve (12) months
  - d) failure to report to work after recall
  - e) rejection of a valid offer

Valid offer will be defined as an offer of a position for which the Employee is qualified and for which the regular rate of pay is equal to or greater than the regular rate of pay for the position the Employee formerly occupied.

- (c) ON-CALL EMPLOYEES are those persons other than probationary, regular, regular part-time or temporary Employees:

- (i) Not having been appointed to posted positions but required to cover day-to-day casual employment at the rate of pay applicable to the position;
  - (ii) On-call Employees can work to a maximum of ten (10) consecutive, working days.
  - (iii) On-call Employees shall receive \$ 0.50 per hour in lieu of Health and Welfare benefits and will receive holiday pay as per the Employment Standards Act. These Employees are not entitled to any other provisions of the Collective Agreement.
  - (iv) On-Call Employees shall pay Union dues in any month in which more than three (3) shifts are worked.
- (d) PROBATIONARY EMPLOYEE shall mean an Employee serving a sixty (60) day trial period of continuous employment. Previous service with the Employer in a similar position shall be considered as probationary service to a maximum of thirty (30) days. Seniority shall not be recognized during the probationary period, but will be recognized retroactively to date of hire on completion of the probationary period.
- (e) CONTINUOUS EMPLOYMENT after probation shall mean and include all time spent in the employ of the Employer between date of hire and date of discharge or termination, including periods of temporary layoff such as but not limited to Easter, Summer and Christmas school closures, and all periods of leave of absence requested by the Employee whether paid or unpaid.
- (f) UNION NOTIFICATION OF TERMINATION OF EMPLOYMENT: In the case of regular Employees, written notice of termination will be given by the Employer to both the Union and the Employee concerned. If the Employee affected wishes, the Board will provide the Employee with a letter giving the reasons for termination.
- (g) Student shall mean an Employee who is completing secondary or post secondary education and is hired on a fixed term basis to perform a specific project. Students will not receive health and welfare benefits or fifty cents (50¢) per hour in lieu of benefits. Students will be paid holiday pay and statutory holiday pay as per the Employment Standards Act. Students are not entitled to any other provisions of the Collective Agreement.

### **ARTICLE 3 – BOARD RECOGNITION**

- (a) Except as otherwise provided in this Agreement, the management of the work force and of the methods of operation is vested exclusively in the Board.
- (b) Subject to the Grievance Procedure the Union recognizes the right of the School Board to operate and manage the business of the School District in all respects, in accordance with its commitments and responsibilities, and to alter from time to time, as the necessity arises, rules and regulations to be observed by the Employees. Such rules and regulations shall not be inconsistent with the provisions of this Agreement, and shall be communicated to the Union in writing, as will Amendments thereto. The selection of the supervisory staff, excluded from the bargaining unit, shall be entirely a matter for the Board's decision.

### **ARTICLE 4 – RECOGNITION OF BARGAINING AGENCY**

- (a) The Employer recognizes the Union as the sole bargaining agency for Employees covered by the certification, save and except those excluded by the Labour Relations Code of British Columbia.
- (b) The Employer will not contract out work usually performed by members of the bargaining unit except in circumstances of an emergency nature, or where the volume of work is such that the work could not be performed within a reasonable time period. At all times present Employees will have first option to work to be performed.

### **ARTICLE 5 – UNION SECURITY**

- (a) Membership

Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment and every new Employee whose employment commences hereafter shall within thirty (30) days after the commencement of his employment, apply for and maintain his membership in the Union as a condition of his employment.

- (b) Deduction of Dues

The Employer agrees to deduct from the earnings of each Employee in the bargaining unit, Union dues, fees and assessments legally levied and in the amount communicated to the Employer by the Union from time to time. All regular Employees will be required to become members of the Union no

later than the completion of their probationary period and remain members as a condition of continued employment.

(c) Remittance

Deductions will be forwarded to the Union Secretary no later than the tenth (10) day following the end of the pay period together with a list of Employees which shall indicate the amount of deductions in each case.

(d) Negotiations

Any three (3) Employees of the Employer on the Bargaining Committee of Local 4992 shall be allowed leave of absence with pay for the purpose of contract negotiations with the School District.

(e) Grievance Proceedings

Employees shall be allowed leave of absence with pay for the purpose of discussions and other proceedings carried out in accordance with the grievance procedure. Supervisory clearance is required but should not be unreasonably withheld.

(f) Union Conventions and Seminars

On prior notice in writing, and after discussion with the Employer as to distribution of representation, leave of absence without pay and without loss of seniority will be granted by the Employer to a maximum of four (4) Employees elected or appointed to represent the Union at conventions or seminars.

(g) General

Upon written notification from the Union, the Employer agrees to recognize the Union's nominees as the Local Union President and Spokesperson for the Union with the Employer on Union-Management matters. Reasonable time for the discussion of Union-Management matters will be allowed by the Employer. A Union-Management meeting will be held at least quarterly at the request of either party.

(h) Full-time Union or Public Duties

- a) The Employer may grant, on written request, a leave of absence without pay so that the employee may be a candidate in federal, provincial, or municipal elections.
- b) An employee who is elected to public office shall be allowed leave



of absence without pay or without loss of seniority for a period of one year.

- c) An employee who is elected or selected for a full-time position within the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of one year.

(i) Shop Stewards

Shop Stewards shall not be discriminated against. Business Agents or representatives shall have access to all School District work areas in carrying out their regular duties after first obtaining permission from the Employer, Superintendent or Supervisor.

(j) Bulletin Boards

The Employer shall provide bulletin boards in suitable locations upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

(k) Labour/Management Committee

A labour/management committee shall be established with not more than three (3) Union and three management seats. Each party shall name a co-Chairperson.

This committee shall have the responsibility of recommending rules and regulations to management. It shall also meet no less than once every two (2) months to discuss matters of common interest.

The committee shall meet during working hours and workers shall be paid their regular wages and benefits.

The agenda of the Labour/Management committee meeting will be exchanged not less than forty-eight (48) hours prior to any meeting. Alternate the developing and copying of the minutes.

## **ARTICLE 6 - SENIORITY**

- (a) The Employer shall maintain a Seniority List showing the date upon which each regular Employee's service commenced. Each Employee's seniority date shall commence from date of hire pursuant to Article 2(a). A Seniority List will be kept posted on the bulletin boards in each department and will be updated semi-annually.

- (b) For the purpose of prevention and settlement of grievances in respect of the administration of Article 6(a), in instances where date of hire is equivalent, then senior birthdate shall apply.
- (c) If an Employee is transferred to a supervisory position or any other position not covered by this Agreement, he shall retain his seniority for a period of one (1) year.
- (d) If an Employee is absent from work because of sickness, accident, layoffs, or leave of absence requested by the Employee, he shall retain seniority rights.

An Employee will not lose his seniority except in the event of:

- (i) Discharge for just cause.
- (ii) Resignation or retirement.
- (iii) Layoff for a period of one (1) year without recall.
- (iv) Repeated absence from work without notification to the Employer, unless such notice was not reasonably possible. For the purpose of this section, each day shall be considered a separate absence and a day's loss of seniority will occur for each day absent.
- (v) Failure to return to work on recall from layoff after due notice as outlined in Article 7(e).
- (vi) In the event the Board shall merge, amalgamate or combine any of its operations or functions with another School District, the Board agrees to the retention of seniority rights for all its Employees within the new District, insofar as is legally possible.

## **ARTICLE 7 – LAYOFF AND RECALL PROCEDURE**

The following procedure is intended to give the maximum security to Employees according to their seniority in each department. If layoffs are anticipated out of seniority, the Employer shall first meet with the Union committee to attempt to determine the application of the following seniority rules.

### (a) Layoff

In the event of layoffs, the Employee with the least seniority shall be the first to be laid off and the last to be rehired in each department. No new

Employees will be hired until laid off personnel on the Seniority List have had an opportunity to apply for available work for which they have the required ability, skills, knowledge and qualifications. A laid off Employee, however, or a regular Employee who is about to be laid off, shall be offered a position in any department that is being filled by a less senior Employee, provided that the regular Employee has the required ability, skills, knowledge and qualifications to fill such position. The laid off employee is to be paid at the rate of pay of the position bumping into. Regular Employees who are laid off shall have the job postings emailed to them, or mailed at their request.

(b) Notice of Layoff

The Employer will give regular Employees who are to be released by the Employer for other than gross misconduct, written notice in advance (or pay in lieu thereof) as follows:

- after three (3) months of employment, one (1) weeks notice or pay in lieu of.
- after twelve (12) months of employment, two (2) weeks notice or pay in lieu of.
- after three (3) years of employment, three (3) weeks notice, or pay in lieu of, plus an additional week's notice or pay in lieu of each additional year of employment to a maximum of eight (8) weeks notice or pay in lieu of.
- pay in lieu of is the weekly wages at the regular wage for the appropriate notice period mentioned above.

(c) Payment at Layoff

On layoff, an Employee will receive all monies due to them, including holiday pay, on their final regular pay.

(d) Recall

Wherever possible Employees at the time of layoff will be notified of the date of recall. In the case of Employees who are laid off for an indefinite period and recalled to work, the Employer will give the Employee at least two (2) weeks notice of recall by double-registered mail addressed to the last known address of the Employee. It shall be the responsibility of the Employee to keep the Employer notified of their current address.

(e) Failure to Report on Recall

Except in the case of illness or other extenuating circumstances, failure to return to work at the time specified will be regarded as voluntary termination of employment.

(f) Option for Severance

In the event of indefinite layoff an Employee will have ninety (90) days to choose whether to remain on layoff status as per this Article or to choose termination and receive severance pay as follows:

- three (3) days pay for each calendar year of service up to and including five (5) calendar years of service, or
- for service exceeding five (5) calendar years, five (5) days pay for each calendar year of service to a maximum of ninety (90) days pay.

SEVERANCE PAY  
SERVICE ENTITLEMENT

SEVERANCE PAY  
SERVICE ENTITLEMENT

Calendar Years	Days Pay	Calendar Years	Days Pay
After 1 Year	3 days	After 6 Years	30 days
After 2 Years	6 days	After 7 Years	35 days
After 3 Years	9 days	After 8 Years	40 days
After 4 Years	12 days	After 9 Years	45 days
After 5 Years	15 days	After 18 Years	90 days

If the Personnel Department is not advised of the Employee's choice in writing within the ninety (90) day period, the Employee will automatically continue on layoff status in accordance with this Article.

**ARTICLE 8 – PROMOTIONS AND STAFF CHANGES**

(a) Job Postings

A job posting shall precede any and all new hiring or status changes of any Employee in the bargaining unit. In order that all members will know about the position and be able to make written application, the closing date of such application will be no sooner than seven (7) calendar days from the date of posting. Such notices shall contain the following information: nature and location of the position, required knowledge and education, ability and skills, date of commencement of job and hourly rate. No advertisement for additional Employees shall be made until after such posting has been initiated.

Notification of successful applicants will be sent to the Local Union President within two (2) working days of the hiring. Postings will be cancelled if not filled within thirty (30) calendar days.

- (b) The senior Employee having the ability, skills, knowledge and qualifications necessary for the position shall be appointed.
- (c) Conditional on satisfactory service the trial promotion shall become permanent after the period of sixty (60) calendar days. In the event the successful applicant proves unsatisfactory, or the position proves

unsatisfactory to the applicant, during the aforementioned trial period, they shall return to their former position without loss of the seniority and salary of their former position, and any other Employee promoted or transferred because of the rearrangements of positions shall also be returned to their former position without loss of the seniority and salary of their former position.

- (d) The Union shall be notified in writing of all postings, appointments, hiring, layoffs or rehiring as they apply to positions within five (5) working days.

## **ARTICLE 9 – HOURS OF WORK AND SHIFTS**

- (a) Hours of Work

A normal work day and work week for Employees covered by this Agreement shall be eight (8) hours per day, forty (40) hours per week.

- (b) Work Schedules

A normal work day shall be between eight o'clock (8:00) A.M. to twelve o'clock (12:00) noon and one o'clock (1:00) P.M. to five o'clock (5:00) P.M. Times may be varied for specific occasions by mutual agreement between Employees, the Employer and the Union.

- (i) Application for flexible hours can be made on the following basis:

1. Work week shall consist of eight (8) hours per day, forty (40) hours per week.
2. Normally the shift shall not start before 6 A.M. and end no later than 6 P.M. consisting of eight (8) hr shifts. No shift differential will be paid.
3. Request for shift changes will be considered for approval provided that:
  - a) a foreman works similar shift hours;
  - b) a minimum of two (2) people work the shift;
  - c) efficiency of work completed is not impaired;
  - d) no additional costs are incurred as a result of the requested change.
4. The mutually agreed shift must have a stop and start date and must consist of a minimum of five (5) consecutive shifts.
5. All Employees on this shift will start and stop at the same time.

6. Ten (10) working days written notice of request shift alteration to be given to the Director of Operations.
7. Pursuant to 3a, b, c, d, above, approval will not be unreasonably withheld.
8. Approval will be by mutual agreement of the Employer and the Union.

Current grounds crew Employees working on a non-standard shift will continue their hours unless varied pursuant to this article.

(c) Call Back

- (i) If an Employee is recalled to do overtime work, then they shall receive no less than (2) hours pay at double time on a normal work day, and no less than four (4) hours pay at double time on weekends and statutory holidays or days observed as such.

(ii) Alarm Callout

Initial response to intruder alarms will be by the security firm engaged by the School District. Security personnel shall only reset and test alarm systems and shall perform no other work. Maintenance Employees shall be called out for the purpose of temporarily or permanently remedying or rectifying a problem related to District properties or equipment. This understanding shall ensure that all repairs, temporary or otherwise, in any part of the building shall be the responsibility of the Maintenance Department, particularly the Employee called out to attend to it. A mutually acceptable list of eligible Employees will be maintained by the Employer.

Employees responding to such callouts shall receive \$50.00 for each callout not exceeding two (2) hours duration. Callouts requiring more than two (2) hours time, or which require the calling out of further help shall be paid in accordance with the provisions of Article 9 (c) (i).

(d) Rest Period

All Employees working eight (8) hours or more shall be allowed two (2) fifteen (15) minute uninterrupted paid rest periods each working day (one in each half of the shift). Rest breaks shall be taken at or as near as possible to the job site.

(e) Lunch Breaks

All Employees in the bargaining unit shall receive under normal conditions a one (1) hour uninterrupted lunch break. They may be reduced by one-half hour if they wish to complete their work day at 4:30 P.M. Lunch breaks will be democratically decided by crew or workers on a specific project.

(f) Shift Work for Special Circumstances

By mutual agreement between the Union and the Board, other than Article 9(g) and Article 9(a) and (b), for special circumstances, shifts may be varied to perform work outside the normal working hours. Hours of work, shift differential, and any other conditions that may apply will be mutually agreed upon prior to implementation.

(g) Upon mutual agreement between the Board and the Union, an afternoon shift may be established for the summer months, only under the following conditions:

- (i) Summer months established as June 1 to October 1 in any calendar year.
- (ii) Work week shall consist of forty (40) hours per week, eight (8) hours per day, Monday to Friday.
- (iii) The shift will not start before 1:00 P.M. and end no later than 11:00 P.M.
- (iv) All Employees on the same work crew will start and stop at the same time.
- (v) Employees shall receive a wage differential of fifty (50) cents per hour in addition to their current hourly rate.

(h) Notice of Hours of Work

Except in emergencies, regular Employees' hours of work schedules as referred to in Article 9(a) and (b) of this Agreement, will not be changed except upon forty-eight (48) hours' notice. If forty-eight (48) hours' notice is not given, all time worked outside the hours of work schedule will be paid at the appropriate overtime rates.

## ARTICLE 10 – REMUNERATION

(a) Wages and Salaries

The Employer will pay all salaries and wages due Employees on a bi-weekly basis. A full statement of wages and benefits will accompany each pay deposit. Also an accumulated total of Employee's deductions will form a part of the said statement for the calendar year.

(b) Overtime

All hours worked in excess of regular shifts shall be paid at double the regular rate of pay. For all hours worked on Saturdays, Sundays and statutory holidays (or days observed as such) double the regular rate will be paid. Overtime will be compensated in pay form or banked to be taken as additional time off. Banked overtime will be restricted to a maximum of forty (40) overtime hours in the overtime bank. The first twenty (20) hours in the bank will be taken at times mutually acceptable to the Employee and the Employer as established on the basis of a written request. The remaining twenty (20) hours shall be taken upon the written request and the sole discretion of the Employer. Banked overtime will be recorded immediately with the signed approval of the supervisor. Overtime not taken by January 15 in any year will be paid out at the applicable hourly rate. Banked overtime may also be used in accordance with Article 12 (g) (ii) of the Collective Agreement.

The Employer shall ensure that overtime is distributed as equally as possible amongst all workers given each person's skill and trade. If a problem arises, the Local Union President will bring it to Management's attention.

(c) Substitution in Higher or Lower Classification

If the rate of pay for the in scope or out of scope job to which the Employee is temporarily transferred is less than the Employees' regular rate of pay for the job from which the Employee has been transferred, the Employee shall receive his regular rate of pay during such temporary transfer.

If the rate of pay for the in scope or out of scope job to which the Employee is temporarily transferred is higher than the Employee's regular rate of pay for the job from which the Employee has been transferred, the Employee shall receive the higher rate of pay for the job to which the Employee has been transferred.

(d) When instructed to report to the Maintenance Shop, all Employees working on jobs beyond the maintenance shop will receive motor transportation supplied and paid for by the Employer. Regular Employees may be



requested to report directly to job sites within the boundaries of their assigned work location. Temporary/On-Call Employees may be required to report directly to job sites within the boundaries of their assigned work location.

(e) Accommodation

Except in case of emergency, a minimum of twenty-four (24) hours notice will be given by the Employer to an Employee who is required by his employment to remain overnight away from home and he shall receive good accommodation supplied and paid for by the Employer.

(f) Meal Allowance

A daily meal allowance for overnight expense for meals will be \$35 per day. The allowance for meals when out of town but not staying overnight will be \$10 per day.

(g) Upgrade Training

Where an Employee has been selected by the Employer to attend a specific course, the Employer shall pay all expenses including normal salary.

Employees who wish to take and claim reimbursement for job-related courses which do not require time off from work, must apply for approval in advance. Upon completion of the courses and upon presentation of the necessary receipts, the Employee shall be reimbursed for the costs of tuition and required textbooks. Regular Employees shall be granted time off with pay, during regular work hours, to write exam's for approved courses.

(h) Retirement Pay

An Employee with at least eight (8) years of continuous service shall, upon retirement, termination due to medical reasons, or death while in the employ of the Board, be entitled to receive eight (8) weeks pay calculated at the current rate. For the purpose of this Section, retirement shall be deemed permissible at the age of fifty (50).

(i) Direct Deposit

Effective September 30, 1993, direct deposit for all Employees is mandatory.

(j) Footwear Allowance

Each regular Employee shall be entitled to receive up to \$200 annually for the purchase of CSA approved footwear. This allowance shall be paid upon

presentation of a receipt through Accounts Payable. The allowance shall not be taxed.

## ARTICLE 11 – GENERAL HOLIDAYS

- (a) All Employees shall have the following General Holidays off with pay at the rate of pay earned on the last day worked preceding the holiday:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

or any other day proclaimed by the Federal, Provincial or Municipal Governments, provided such holidays are proclaimed and observed on normal working days, and any special school holiday proclaimed by the Minister of Education.

- (b) All Employees required to work on the above mentioned days shall be paid double time for the time worked, in addition to any other entitled benefits under this Article.
- (c) Day Off in Lieu

When any of the above holidays fall on a normal day of rest or during an Employee's annual vacation, and no other day is declared in substitution thereof, Employees shall receive a day off in lieu of the holiday at their regular rate of pay, such day to be determined by mutual agreement between the Employee and his supervisor.

During specified term layoffs and shutdowns, Employees shall continue to hold seniority rights, receive pay for any general holiday, and welfare plan coverage; payments for Union dues and welfare plans will be made by the Employer and recovered from a subsequent pay cheque.

## ARTICLE 12 – ANNUAL VACATION

- (a) Regular Employees covered by this Agreement who have completed one (1) to four (4) years of service will be granted three (3) weeks vacation with pay or six percent (6%) of gross earnings, whichever is greater. Employees with less than one (1) year service shall be paid four percent (4%) of the total wages for the part of the year he was employed.

- (b) Employees with five (5) to nine (9) years continuous service shall receive four (4) weeks vacation with pay.
- (c) Employees with ten (10) years continuous service shall receive five (5) weeks vacation with pay.
- (d) Employees shall receive one additional day of vacation for each year of continuous service beyond ten (10) years to a maximum of seven (7) weeks.
- (e) Employees who are entitled to more than three (3) weeks vacation with pay shall receive their normal pay for that period or two percent (2%) of gross earnings for each week of vacation earned, whichever is greater.
- (f) For the purpose of this clause, Employees shall accumulate years of service based on their anniversary date. On January 1st of each year regular Employees shall receive their full vacation entitlement. This entitlement will be front-end loaded.

New regular Employees shall accrue their vacation entitlement monthly until December 31st and at that time they will receive their front-end loaded vacation time for the next year.

- (g) In order to grant vacations as close to desired dates as possible, Employees are requested to submit their preferred choices in writing by April 15 of each year. If, for operational requirements, vacation entitlement previously agreed to is not used, it will be rescheduled if possible, by January 15, or be paid out to the Employee at his current rate of pay in lieu of taking the unused vacation, and payment will be made no later than the third pay period after December 31 of each year.
- (h) Regular Employees shall be allowed, at the discretion of the Director of Operations, to carry ten (10) days of their annual vacation or a combination of banked time and annual vacation into the following year. The Employee will apply in writing and the leave to be taken at times mutually acceptable to the Employee and Employer.

## **ARTICLE 13 – SICK LEAVE**

### (a) Accumulation

Upon completion of probationary period, all Employees shall be entitled to sick leave on the basis of twelve (12) hours per month of service, and such sick leave may accrue over to a total of one thousand four hundred and forty (1,440) hours in the following manner: where in any one (1) year an Employee has not received

sick leave, or has received only a portion thereof, they shall be entitled to an accrual of 100% of the unused portion of such sick leave for their future benefit. For any absences on sick leave in excess of three (3) consecutive days, a certificate from a duly qualified medical practitioner may be required. Where there is a prior record of frequent absences, the Board may request proof of sickness at any time, following consultation with the Union.

The Board shall pay all costs incurred in obtaining this certificate.

(b) Discretionary Leave

With arrangements through the Employee's immediate supervisor, three (3) days' discretionary leave of absence per year with pay will be granted as follows:

- 1 day leave will be granted after 60 days of sick leave have been accumulated
- 2 days leave will be granted after 90 days of sick leave have been accumulated
- 3 days leave will be granted after 120 days of sick leave have been accumulated.

Any unused discretionary leave at December 31 of each year shall be paid out at the current rate of pay, and payment will be made by January 31 of each year.

(c) Deduction from Sick Leave

A deduction shall be made from accumulated sick leave on the basis of eight (8) hours for each normal working day (exclusive of holidays) absent due to illness.

(d) Workers' Compensation

When an Employee is injured and is on Workers' Compensation, then partial payment from their sick leave will be made to give them full wage payment when added to their Workers' Compensation pay. However, actual deductions from sick leave credit will be made on the basis of percentage of the total sick days used, to a maximum of twenty-five percent (25%).

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of a job related accident shall be at the expense of the Employer, to the extent that it is not recoverable from other sources.

(e) Family Illness

Definition of immediate family shall consist of current spouse or spousal equivalent and the following: mother, father, sons, daughters, brothers, sisters, step-mother, step-father, step-brother, step-sister, legal guardians, grandparents, grandchildren, sons-in-law and daughters-in-law.

Where a serious illness occurs to a member of a regular Employee's immediate family, the Employee will be granted upon request a leave of absence as follows: the first five (5) days will be deducted from the Sick Leave bank, the next five (5) days will be paid by the Employee as Annual Vacation, Overtime or leave without pay, the last five (5) days will be deducted from the Sick Leave bank. This leave will be for a maximum of fifteen (15) days.

(f) Sick leave

If an Employee has a cause of action against a Third Party, for income lost, as a result of disability (i.e. motor vehicle accident), accrued sick leave will be paid. However the Employee will be required to pay back to the district's sick leave bank, the days used, when a settlement is reached with the Third Party. The amount to be reimbursed will be equal to the amount of the settlement apportioned to wages lost.

(g) Medical/Dental Appointments

Employees who must attend medical or dental appointments during working hours, shall be granted leave of up to 2 hours in duration, to be deducted from their earned sick leave banks. Where there is a record of frequent absences, the Board may request supportive documentation from a physician.

## **ARTICLE 14 – LEAVE OF ABSENCE**

(a) Leave Without Pay

Leave without pay may be granted to an Employee upon one (1) weeks written request to the immediate supervisor. Where extenuating circumstances exist, the time of notice may be waived.

(b) Maternity Leave

A pregnant Employee shall qualify for maternity leave upon completion of the initial probation period.

- (i) A pregnant Employee shall be granted, upon request, a leave of absence without pay as provided for in the Employment Standards Act.
- (ii) On return from maternity leave, an Employee shall be placed in their former position or a position of equal rank and salary.
- (iii) The Employer shall, with the agreement of the Employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (iv) If an Employee maintains coverage for medical, extended health, dental or group life, the Employer agrees to pay the Employer's share of these premiums. If an Employee fails to return to work on the pre-arranged date, the Employer will recover monies paid under this section.

(c) Adoption Leave

Upon request, an Employee shall be granted leave of absence without pay provided for in the Employment Standards Act. The Employee shall have to furnish proof of adoption.

(d) Parenthood Leave

In addition to the leaves provided in (b) or (c) above, all Employees shall be entitled to three days leave of absence with pay upon becoming a parent through the birth or adoption of a child. Additional leave will be approved as per the Employment Standards Act.

(e) Special Leave

An Employee shall be entitled to special leave at his regular rate of pay, not to exceed a cumulative total of three (3) days in any one (1) year, for the following:

<u>Reason</u>	<u>Leave of Absence</u>
Marriage of Employee	two (2) working days
Divorce hearing of Employee	one (1) working day
Marriage of Employee's child, brother, sister,	The day of the wedding

parent

Court hearing of an Employee or Employee's spouse or dependent child one (1) day per year

Serious household emergency one (1) day per year

(f) Jury Duty

An Employee who is subpoenaed for jury duty or subpoenaed or summoned to act as a witness in legal proceedings shall continue to receive full pay while so engaged, providing they turns over to the Employer any monies he received for serving as a juror or witness on days they would normally be working.

An Employee who is required to appear as a witness on behalf of the Employer will qualify under the provisions of the preceding paragraph, and will be reimbursed for any reasonable expenses on production of receipts.

(g) Bereavement and Funeral

Definition of immediate family shall consist of current spouse or spousal equivalent and the following: mother, father, mother-in-law, father-in-law, step-mother, step-father, sons, daughters, sons-in-law, daughter-in-law, brothers, sisters, brother-in-law, sister-in-law, step brother, step sister, grandchildren, grandmother, grandfather and legal guardians.

When death occurs in a regular Employee's immediate family, the Employee will be granted, upon request, an appropriate leave of absence. If the Employee attends the funeral, they will be compensated at their regular straight time hourly rate for the hours lost from the regular schedule on any of the days prior to the funeral, the day of the funeral, and on any of the days after the funeral, to a maximum of five (5) days.

Employees who cannot attend a funeral for the above mentioned due to the distance required to travel to such a funeral will upon request, be granted the day of the funeral off with pay.

One-half (1/2) day leave with pay to attend a funeral of a person not included above may be granted upon request.

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

## **ARTICLE 15 – TECHNOLOGICAL AND OTHER CHANGES**

- (a) Union to be Notified of Proposed Changes

Thirty (30) days before the introduction of any changes or methods of operation which will affect wage rates or work loads, the Employer will notify the Union of the proposed changes. Any such change shall be made only after consultation with the Union.

If the Employer and Union fail to agree on the results of the changes, the matter may be referred to the grievance procedure.

- (b) Severance Pay for Displaced Employees

If, by reason of any changes in operating methods, the Employer will be unable to provide work for displaced Employees, the severed Employee shall receive either thirty (30) days notice or severance pay for the time between the days of notification and the required one month's notice, at the regular rate of the position last occupied, in addition to all other benefits to which the Employee may be entitled to under the contract.

- (c) Training Program

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by Employees under the present methods of operation, such Employees shall at the expense of the Employer, be given a reasonable period, during which they may perfect or acquire the skills necessitated by the new methods of operation. With the exception of normal increases, there shall be no change in wage or salary rates during the training period of any such Employee and no reduction in pay upon being reclassified in the new position. Should the parties be unable to agree as to what is a reasonable period, the question may be referred to the grievance procedure.



(d) Tools

The cost to Employees having to buy new tools due to technological and other changes shall be reimbursed by the Employer. These tools will be identified as the property of the Employer and will be collected upon termination of employment.

**ARTICLE 16 – HEALTH AND WELFARE**

(a) Basic Medical Insurance

All regular Employees employed half time or more, may choose to be covered by the School District Medical Plan for which the Medical Services Plan of British Columbia is the licensed carrier. The Employer shall pay 100% of the regular premium.

Benefits and premium rates shall be in accordance with the existing policy of the plan.

(b) Extended Health Care Plan

The Employer shall pay 100% of the monthly premium for regular Employees entitled to coverage under a mutually acceptable Extended Health Care Plan.

(c) Dental Plan

- (i) All regular Employees employed half time or more, may enroll in the School District Dental Plan. The Employer shall pay 75% and the Employee the other 25% of the cost of the premium. Benefits of this plan shall include those regularly included under Plan A with 100% coverage, Plan B with 80% coverage, and Plan C with 50% coverage.
- (ii) An Employee is eligible for orthodontic services under Plan C after 12 months participation in the plan. This benefit is subject to a life-time accumulative payment of \$1750 per patient.
- (iii) Employees who meet the qualifications established may, as a condition of employment, enroll in the above plan and shall complete the appropriate payroll deductions authorization form.

(d) Group Life and Accidental Death & Dismemberment

- (i) The Employer shall provide a Group Life Plan with benefits equivalent to two hundred percent (200%) of an Employee's annual salary, with a \$15,000 minimum. The Employer shall pay one hundred percent (100%) of the cost of the premium.
- (ii) Employees hired shall, as a condition of employment, enroll in the group life plan and shall complete the appropriate payroll deduction authorization forms.
- (iii) Participation is limited to regular, full-time Employees (minimum of twenty (20) hours per week).
- (iv) Double indemnity will be provided for accidental death under this plan.
- (v) Lump sum payment will be made according to any combination of loss of one or more limbs or eyes, in accordance with the existing policy.

(e) Non-Occupational Indemnity

- (i) All regular Employees, working a minimum of 20 hours per week, shall be covered by a Non- Occupational Indemnity Plan established with a private carrier.

The Employer shall pay 75% and the Employee the other 25% of the premium cost of the plan.

- (ii) Employee participation, both cost and benefits for Employees working less than full time, shall be on a pro-rata basis.
- (iii) The group must enroll a minimum of 75% of the eligible persons for this plan to take effect.
- (iv) Coverage under this plan shall provide Employees with 75% of weekly earnings, to a maximum of \$500.00 per week or the maximum provided by E.I., commencing upon expiration of accumulated sick leave and extending for a period of 52 weeks.

(f) Long Term Disability Plan

This plan is to provide a benefit of 66-2/3% of monthly earnings to a

maximum of \$2,000 per month upon expiration of the Non-Occupational Indemnity coverage, and is to be paid 75% by the Board, and 25% by the Employee.

- (g) It is understood that the Board shall have the right to change the carrier subject to the right of the Union to examine any proposed coverage to ensure that their members are not losing benefits.

## **ARTICLE 17 – GENERAL CONDITIONS**

- (a) All new Employees will be given a Union Contract on date of hiring, supplied by the Employer.
- (b) The tools of an Employee starting a new job shall be in good condition and shall be kept so on the Employer's time and expense. Broken and damaged hand tools shall be replaced by the Employer without undue delay, unless there is evidence of misuse.  
If the use of patent mitre boxes, stapling guns or power machines for the better carrying out of work is desirable, they shall be supplied by the Employer.
- (c) A suitable heated lockup must be provided by the Employer for use of the Employee's tools against fire and burglary while in his employ, provided the Employee when commencing employment submits to the Maintenance Supervisor an inventory of tools brought on the job.
- (d)
  - (i) Items normally required (i.e. carpentry aprons, electrician pouches, painter's overalls, etc.) shall be provided in the shop, sufficient for each Employee. Employees are expected to take normal precautions and dress appropriately for the type of work to be performed; however should personal clothing or boots be rendered unusable because of work related damage, such items will be replaced by the Board. Where possible articles of clothing or footwear for use in work where there is a likelihood of permanent damage shall be provided by the Board.
  - (ii) Any protective clothing or equipment required shall be provided by the Board. A list of required goods will be recommended to management by the Labour/Management committee.
- (e) A five (5) minute pick-up period will be allowed prior to quitting time.
- (f) Terminating Employees will provide the Employer with two (2) weeks' notice whenever possible.

- (g) The Employer will continue to have Safety Meetings.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

- (a) Grievance

Any difference arising between the parties as to the interpretation, application, operation or alleged violation of the Agreement, including any difference arising over the suspension or dismissal of an Employee, and including the question as to whether a matter is arbitrable, shall be finally and conclusively resolved without stoppage of work in the following manner:

### Stage 1

The **Shop Steward** with the Employee(s) shall first request a meeting with the Director of Operations or designate, within ten (10) working days of the alleged violation or Union becoming aware of the alleged violation.

### Stage 2

If the grievance is not resolved within ten (10) working days of the meeting referred to in Stage 1 of the grievance procedure, the local may, within a further ten (10) working days, by letter to Human Resources, refer the matter to Stage 2 of the grievance procedure. Two representatives of the local and grievor and two representatives of the Employer shall meet within ten (10) working days of the referral and attempt to resolve the grievance.

Policy grievance shall be initiated at Step 2.

### Stage 3

If the grievance is not resolved within ten (10) working days of the meeting referred to in Stage 2 of the grievance procedure, the matter may be referred by the local or the Employer, within a further fifteen (15) working days, to arbitration. This referral will be in writing with notice to the other party.

The matter shall be referred to a Board of Arbitration of three (3) members. One member shall be appointed by the Employer and one by the Union. The third member, who shall be Chairperson of the Arbitration Board, shall be appointed by the parties' appointees. Should the parties' appointees be unable to agree on a Chairperson within five (5) days of the appointment of the member last appointed, then the Chairperson shall be appointed by the Minister of Labour of the Province of British Columbia. The parties may, as an alternative choose to have a single arbitrator to resolve the issue; in either case the appointment shall be made within thirty (30) days of referral.

The majority decision of the Board of Arbitration or single arbitrator shall be final and binding upon the Employer, the Union and the Employee(s) concerned, with due regard to this Agreement and the Labour Relations

Code. Each party shall pay the cost of its appointee and one-half (1/2) of the cost of the Chairperson, or one half (1/2) the cost of the single arbitrator.

Arbitrators to be chosen by mutual agreement.

In the event that Stage 2 has not provided a satisfactory settlement and prior to the matter being referred to Stage 3, two representatives of the Local and grievor and two representatives of the Employer may meet within ten (10) working days of the referral to Stage 3 and attempt to resolve the grievance. The purpose of this meeting is to explore possible solutions to the dispute not discussed at previous stages of the grievance procedure.

(b) Mutual Consent

- i) the number of representatives at any stage may be varied;
- ii) the parties may omit a stage in the grievance procedure and may refer a matter to a higher stage;
- iii) any stipulated time limit may be shortened or extended.

(c) Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and department(s) they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.

## **ARTICLE 19 – DISCIPLINE AND DISCHARGE**

The Board reserves the right to discipline any Employee for an infraction of rules and regulations as laid down by the Board, subject to the Employee's right to appeal through the grievance procedure as outlined in Article 18.

- (a) An Employee may be dismissed or disciplined for just cause. Where a supervisor intends to interview an Employee for Disciplinary Purposes, the supervisor shall notify the Steward in advance, who shall be present at the interview. Such interviews shall be conducted during working hours.
- (b) Employees are entitled to receive a written report of all accusations or complaints pertaining to their employment or behaviour when such accusations or complaints result in disciplinary action, or are to be used as evidence at any subsequent time.
- (c) The record of any disciplinary action shall not be referred to or used against the Employee any time after eighteen (18) months have elapsed without further reprimands. At that time, the Employee may request the reprimand be removed from their file, and the Board will comply.

- (d) Any Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 18.

## ARTICLE 20 – CLASSIFICATION AND WAGE SCALE

- (a) Wages of Employees covered by this Agreement shall be in accordance with Appendix "A".
- (b)
- (i) New Employees hired will require recognized tradesman status to qualify for tradesman's rates.
  - (ii) Anyone hired and/or appointed as a Working Foreman shall have a recognized journeyman ticket.
- (c) A new classification of "Area Working Foreman" will be established and one Employee may be designated for each of the following groups:
- Electronics
  - Shipping/Receiving/Grounds
  - Electrical
  - Mechanical
  - Construction

Working foremen shall be required to take out all necessary permits required in their area of operation. In the case of gas installations, Employees holding gas installation certification shall be individually responsible for permits. **It is understood that any costs associated with taking out these permits will be borne by the Employer.**

- (d) It is understood that no Employee covered by this Agreement will be required or allowed to perform regular or substantial amounts of work covered by other classifications within this Agreement. Custodial workers will not perform electrical work.

On an occasional basis, Employees will be required to perform work outside their classification. In such cases no Employee will be required to perform work for which the Employee is not qualified and no Employee will suffer loss of pay as a result of being assigned such work.

- (e) If any crew of two or more **employees** goes to a school outside of the 55 kilometer limit from Dawson Creek and no other Supervisor is present, one man shall be designated by the Supervisor and paid \$.60 per hour as Charge Hand. This will only be for non-maintenance work.

If any crews of three or more Employees are working outside the maintenance building, one journeyman shall be designated by the Supervisor and paid \$1.00 per hour as Charge Hand. Notwithstanding the

aforementioned, the Supervisor may appoint a non-journeyman to the Grounds Crew to be designated as charge hand.

(f) New Classification

If a classification is created or changed, the Local Union President will be notified in writing prior to posting, with proposed rates of pay. Such classification changes shall be subject to Article 18 of this Agreement.

(g) Seniority Benefits (Grandfather)

All regular Employees will be entitled to long service pay of thirty dollars (\$30) per month commencing on the first of the month following completion of five (5) years service.

Employees with fifteen (15) years service shall receive forty dollars (\$40) per month, and Employees with twenty-five years of service shall receive fifty dollars (\$50) per month.

(h) The Employer will retain the right to have any Employee submit **themselves** to a complete examination by a licensed medical practitioner of the Employee's choice. The Employee will not suffer any wage loss for time taken for such examination. The cost of such examination will be borne by the Employer. Upon mutual agreement between the Union and the Employer a second medical opinion may be requested.

(i) No Employee shall lose any current existing benefits that are not specifically mentioned in this Agreement.

## ARTICLE 21 – APPRENTICES

All apprentices shall be employed in accordance with the provisions of the British Columbia Apprenticeship Act, and the Labour Relations Code, and the parties hereto agree to observe all provision of said Acts. The following minimum rates shall be paid:

1st six months of indenture	55% of journeyman's rate
2nd six months of indenture	60% of journeyman's rate
3rd six months of indenture	65% of journeyman's rate
4th six months of indenture	70% of journeyman's rate

5th six months of indenture	75% of journeyman's rate
6th six months of indenture	80% of journeyman's rate
7th six months of indenture	85% of journeyman's rate
8th six months of indenture	90% of journeyman's rate.

While attending an approved Vocational School the apprentice will receive from the appropriate government authorities, allowances and school expenses in accordance with the government's schedule of grants pertaining to Apprentice Training. In addition, subject to successful completion, the Employee shall receive from his Employer an allowance comprised of the difference between his regular straight time rate, based on a forty (40) hour week, and the total weekly allowances granted by the appropriate government authorities.

**ARTICLE 22 - DURATION OF AGREEMENT**

This agreement shall be for a term period from and including **July 1, 2022** to and including **June 30, 2025**. Either party to this agreement may, within four months immediately preceding **June 30, 2025**, give to the other party written notice to commence collective bargaining.

After expiry of the term of this Collective Agreement and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under Part 5 of the Labour Relations Code including the right to strike or lockout, the terms and conditions of employment as set out in this agreement, will be observed and not varied, excepted by the parties' mutual consent during the period that the Union remains the bargaining agent for Employees identified in this agreement.



**IN WITNESS WHEREOF** the Corporation Seal of the Board has been hereunto affixed attested by the hand of its proper officers in that behalf, and has been executed by the duly authorized officers of the Union on the day and year below written.

**THE CORPORATE SEAL** of the Board was hereunto affixed by and in the presence of:

**FOR THE BOARD:**

**FOR THE UNION:**

---

Wade Simlik  
Director of Operations

---

Wes Olsen  
President, CUPE 4992

---

Melissa Panoulis  
Secretary-Treasurer

---

Darcy Whetter  
Shop Steward, CUPE 4992

---

Brittany Faulkner  
Director of Human Resources

SIGNED, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the City of Dawson Creek in the Province of British Columbia.

**SCHOOL DISTRICT NO. 59 (PEACE RIVER SOUTH)**

**AND**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES (CUPE), LOCAL UNIT  
4992**

**Appendix "A"- General Wage Schedule**

Working Foremen to receive \$1.00 per hour above the highest paid trades rate.

<b>Position</b>	<b>30-Jun-21</b>		<b>1-Jul-22</b>		<b>1-Jul-23</b>		<b>1-Jul-24</b>
	-	<b>w/LMA 2022</b>	<b>\$0.25; and 3.24% GWI</b>	<b>w/LM A 2023</b>	<b>5.5% GWI; plus COLA*</b>	<b>w/LM A 2024</b>	<b>2% GWI; plus COLA*</b>
WORKING FOREMAN	\$35.04		\$36.43		\$38.89		\$39.67
ELECTRONIC SPECIALIST TECHNICIAN	\$33.84		\$35.19		\$37.57		\$38.32
PLUMBER GAS FITTER (TICKETED) HEATING	\$33.10		\$34.43		\$36.75		\$37.49
MAINTENANCE HEATING	\$33.10		\$34.43		\$36.75		\$37.49
ELECTRICIAN	\$33.10		\$34.43		\$36.75		\$37.49
CARPENTER	\$32.37		\$33.68		\$35.95		\$36.67
JOINERY	\$32.37		\$33.68		\$35.95		\$36.67
ROOFER	\$32.37		\$33.68		\$35.95		\$36.67
PAINTER	\$32.37		\$33.68		\$35.95		\$36.67
WELDER	\$32.37		\$33.68		\$35.95		\$36.67
MAINTENANCE/G ROUNDSMAN (CHER/TR ONLY)	\$32.37		\$33.68		\$35.95		\$36.67
GROUNDSMAN	\$25.08	\$0.50	\$26.65		\$28.45		\$29.02
LABOURER	\$23.12		\$24.13		\$25.76		\$26.27
LABOURER/STUDENT	\$17.11		\$17.92	\$0.31	\$19.44	\$0.67	\$20.50

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

**Wages increases:**

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

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

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

Labour Market Adjustments:

- Effective July 1, 2022, after the July 1, 2022 General Wage Increase is applied, increase the Groundsman hourly rate of pay by \$0.50.
- Effective July 1 2023, after the July 1, 2023 General Wage Increase is applied, increase the Labourer/Student hourly rate by \$0.31/
- Effective July, 2024, after the July 1, 2024 General Wage Increase is applied, increase the Labourer/Student hourly rate by \$0.67.

(a) Northern Allowance

An Amount of \$4,000.00 of the salary paid to the Employee shall be designated as a Northern Travel Allowance benefit. This amount will be prorated to the period of employment in the given year. This benefit shall be in effect within the guidelines of Revenue Canada as they exist and are changed by Revenue Canada from year to year and shall end when Revenue Canada ends the program.

**LETTER OF UNDERSTANDING #1**

**BY AND BETWEEN**

**The Board of School Trustees  
School District #59 (Peace River South)  
(herein referred to as the 'Employer')**

**AND**

**Canadian Union of Public Employees (CUPE) Local Union 4992 (School Board  
Employees)  
(herein referred to as the 'Union')**

**Re: Article 9 - HOURS OF WORK AND SHIFTS**

(c) Call Back      (ii) Alarm Callout

Maintenance Employees shall be called out for the purpose of temporarily or permanently remedying or rectifying a problem related to School properties, structural plant, or equipment. This understanding shall ensure that all repairs, temporary or otherwise, in any part of the building shall be the responsibility of the Maintenance Department, particularly the person called out to attend to it. If the on call employee is unable to repair, then the appropriate foreman or his designate is to be called. A mutually acceptable list of eligible Employees will be maintained by the Employer. Training will be provided for all on call Employees.

Eligible Employees shall be placed on a rotational standby callout list to be manned 24 hours per day, 365 days per year at the rate of \$1.00 per hour.


The on call employee may take a School District 59 vehicle home.

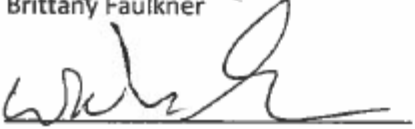
When an Employee responds to a callout, then he shall receive no less than (2) hours pay at double time on a normal work day, and no less than four (4) hours pay at double time on weekends and statutory holidays or days observed as such. Overtime will run consecutively.

Either party may terminate this agreement upon 30 days written notice.

DATED AT DAWSON CREEK, B.C., THIS 17th DAY OF June, 2019. Renewed  
January 4, 2023

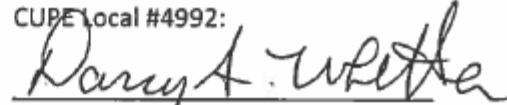
ON BEHALF OF THE EMPLOYER:

  
\_\_\_\_\_  
Brittany Faulkner

  
\_\_\_\_\_  
Wade Simlik

  
\_\_\_\_\_  
Melissa Panoulas

CUPE Local #4992:

  
\_\_\_\_\_  
Darcy Whetter

  
\_\_\_\_\_  
John Morgan

  
\_\_\_\_\_  
Adam Gillis

## **Provincial Framework Agreement**

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

**between**

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

**and**

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

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

#### **1. Term**

July 1, 2022 to June 30, 2025

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

General wage increases as follows:

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

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

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

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

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

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

#### 4. COLA Adjustment

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

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

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

#### 5. Public Sector Wage Increases

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

- b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

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

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

**6. Local Table Bargaining Money**

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

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

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

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



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

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

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

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

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

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

### **Structure:**

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

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

### **Mandate:**

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

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

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

**Terms of Reference:**

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

**Funding:**

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

**9. Safety in the Workplace**

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

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

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

The Provincial Joint Health and Safety Taskforce will:

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

## **11. Job Evaluation**

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Committee Funding**

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

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

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

## **14. Benefits**

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

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

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

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

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

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

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

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

## **17. Unpaid Work**

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

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

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

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

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

## **20. Provincial Dispute resolution**

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

## **21. Funding**

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

## **22. Employee Support Grant**

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

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

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

Dated this 15th day of September, 2022.

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

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

"Paul Simpson"

"Justin Schmid"

"Kirsten Daub"

"Jeff Virtanen"

"Gray Boisvert"

"Tammy Carter"

"Michelle Bennett"

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

"Leanne Bowes"

"Bruce Anderson"

"Alan Chell"

"Kyle Uno"

"Tammy Sowinsky"

"Rae Yu"

"Richard Per"

"Patti Pocha"

"Ken Dawson"

"Denise Bullock"

"Nancy Brennan"

"David Bollen"

"Eric Harvey"

"Monica Brady"

"Alex Dounce"

"Warren Williams"

"Tim DeVivo"

"Jane Massy"

"Amber Leonard"

"Jason Franklin"

"Christina Forsyth"

"Tammy Murphy"

"Jeannette Beauvillier"

"Daun Frederickson"

"Tracey O'Hara"

"Katarina DiSimo"



## **Letter of Agreement “A” – Employee Support Grant (ESG)**

Provincial Framework Agreement – Appendix A

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

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

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

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

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BCPSEA  
Leanne Bowes

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K-12 Presidents' Council  
Paul Simpson