

# **COLLECTIVE AGREEMENT**

**EFFECTIVE JULY 1, 2022 - JUNE 30, 2025**

**BETWEEN**

**THE BOARD OF EDUCATION OF**



**SCHOOL DISTRICT NO. 22 (VERNON)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 5523  
(Vernon School District Employees)**



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# **COLLECTIVE AGREEMENT**

**EFFECTIVE JULY 1, 2022 - JUNE 30, 2025**

**BETWEEN:**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)**

**(hereinafter called the "Employer")  
PARTY OF THE FIRST PART**

**AND:**

**THE VERNON SCHOOL DISTRICT EMPLOYEES,  
LOCAL 5523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

**(hereinafter called the "Union")  
PARTY OF THE SECOND PART**

## **ARTICLE 1: PREAMBLE**

The parties have entered into this agreement on the traditional and ancestral territory of the syilx (Okanagan) people.

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

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

**AND WHEREAS** it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

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

**NOW, THEREFORE**, the parties agree as follows:

## **ARTICLE 2: RECOGNITION AND NEGOTIATIONS**

- (a) The Employer or anyone authorized to act on its behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union or anyone authorized to act on behalf of the Union, in any and all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement to any differences that may arise between them.
- (b) No Other Agreement  
No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement, without the consent of the Union.

## **ARTICLE 3: RIGHTS OF EMPLOYER**

The Union recognizes the rights of the Employer to operate and manage the schools in accordance with its commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by employees; such rules and regulations shall not be contrary to any provisions of this Agreement.

The Employer shall always have the right to hire, assign, discipline and discharge employees for proper cause, and such right shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE 4: Workplace Environment**

- (a) No Discrimination  
The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of grounds protected by the BC Human Rights Code, nor by reason of membership in a labour union, and the employees shall at all times and in like manner act in good faith toward the Employer.

(b) **No Harassment in the Workplace**

The Union and the Employer recognize the right of employees to work in an environment free from all harassment, and shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.

- (i) Complaints of this nature shall be treated in strict confidence by both the Union and the Employer and shall be addressed in accordance with Board policy and regulation. Any grievances regarding a harassment complaint may be initiated at step two (2) of the grievance procedure.
- (ii) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any meeting under this clause.
- (iii) Pending determination of the complaint, the Secretary-Treasurer may take interim measures to separate the employees concerned if deemed necessary.
- (iv) In cases of harassment the Employer shall have the right to transfer or discipline any person found to have harassed an employee or supervisor.
- (v) Any employee displaced as the result of a transfer may exercise bumping rights as provided in Article 11.

**ARTICLE 5: UNION SECURITY**

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

**ARTICLE 6: UNION DUES**

The Employer agrees to deduct from the pay of each employee bi-weekly dues, assessments or initiation fees levied, in accordance with the Union By-Laws and owing by them to the Union. Deductions shall be made from the payroll bi-weekly and shall be forwarded to the Secretary-Treasurer of CUPE Local 5523 not later than the 10th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.

## **ARTICLE 7: THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint all new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in Articles 5 and 6 dealing with Union Security and Dues Checkoff. Shop Stewards shall be notified by the Employer of new employees in their department within five (5) working days of the employee's hire.

New employees shall be presented with a copy of the Agreement by the Employer and with the name and address of their shop steward on commencement of employment.

## **ARTICLE 8: LABOUR MANAGEMENT NEGOTIATIONS**

- (a) The Employer agrees to the appointment of a Labour Management Negotiations Committee consisting of four (4) appointees of the Employer and four (4) appointees of the Union. Each party shall notify the other party in writing, of its appointees and any subsequent changes thereof.
- (b) Additional Representatives  
Each party to this Agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.
- (c) Meeting of Committee  
In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, however, such meeting must be held not later than six (6) calendar days after the request has been given.
- (d) Function of Committee  
All matters of mutual concern pertaining to rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the Labour Management Negotiations Committee for discussion and settlement.
- (e) Time Off for Meetings  
Any representative of the Union on this Committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration provided the department head has prior notice.
- (f) Agreement Printing  
The cost of printing the collective agreement in booklet form shall be equally shared by both parties.

## **ARTICLE 9: DEFINITION OF EMPLOYEES**

(a) **Regular Employees**

Regular employees are those employees who have been assigned to a regular position and who have completed probation in accordance with Article 10(b). This includes full and part-time employees.

(b) **Temporary Employees**

Temporary employees are those employees who replace regular employees on leave or who are hired for specific projects.

(c) As of July 1, 2023, the following groups of employees shall receive an increase from \$1.50 to \$1.75 per hour in lieu of sick leave (Article 21), paid leaves of absence (Article 22), benefits (Article 30) and clothing allowance (Article 31(f)).

- (i) regular employees on layoff who are called for temporary work under Article 11(f), on expiration of the two-month period under Article 11(g);
- (ii) temporary employees with seniority;
- (iii) probationary employees without seniority from the 120th day of work in the preceding twelve (12) months.

Payment will be made provided that the employee meets one of the following criteria: an eight (8) hour employee (i.e. bus driver or temporary trades worker) who works four (4) hours or more a day or a seven (7) hour employee (i.e. EA, clerical or office worker) who works three and a half (3.5) hours or more a day.

## **ARTICLE 10: SENIORITY**

(a) **Definition**

Seniority is length of service with the Employer and, except as provided for in Articles 10(b) and 10(c) with respect to temporary employment, shall date from the original date of commencing work. The Employer shall maintain a seniority list showing the commencement date of each employee's seniority. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April of each year. The Employer shall be notified within thirty (30) days of any errors.

Seniority shall operate on a bargaining unit-wide basis.

(b) Regular Employees' Attainment of Seniority – Probation Period

Newly hired employees or temporary employees appointed to regular positions shall be on probation for sixty-five (65) of the employee's working days or six (6) calendar months, whichever comes sooner from the date of commencing work in the regular position. During the probationary period employees shall be entitled to all rights and privileges of this Agreement unless otherwise provided. Employees appointed to their first regular position and still on probation shall not be eligible to post into a second position until their probation is completed or by mutual agreement. The standard of discharge for newly hired employees or temporary employees without seniority shall be lack of general suitability for continued employment during the probationary period.

Employees with seniority who prove unsuitable in the probationary period shall be returned to their former position without loss of seniority or former hourly wage rate, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority or hourly wage rate.

On completion of probation, employees without seniority shall have their seniority be effective from the original date of commencing work and any days actually worked as a temporary employee within the preceding twelve (12) months shall also be counted as time accumulated for seniority purposes. The date of commencing work where temporary work is to be counted shall be determined by adding the number of working days equal to those actually worked by the employee to the date of commencing work as a regular employee. A statutory holiday shall be considered a day of work.

Probationary extension shall only be done with Union agreement no less than two (2) weeks prior to the end of the probationary period.

(c) Temporary Employees' Attainment of Seniority

(i) Temporary employees shall be placed on the seniority list when they have completed one hundred and twenty (120) days, including paid statutory holidays, in the preceding twelve (12) months. The date of commencing work for seniority purposes shall be twenty-four (24) weeks, prior to the day on which the employee became eligible for inclusion on the seniority list, or;

(ii) Temporary employees shall be placed on the seniority list when they have successfully completed a sixty-five (65) day trial period in a temporary posting. The date of commencing work where temporary work is to be counted shall be determined by adding the number of working days equal to those actually worked by the employee in the preceding twelve (12) months to the date of commencing the temporary posting. A statutory holiday shall be considered a

day of work. Once seniority has been attained the standard of discharge shall be just cause.

(iii) Notwithstanding the above, for the purposes of call-ins to relief or temporary work, seniority will be recognized for temporary employees.

(d) Seniority During Absence

If an employee is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer, they shall not lose seniority rights.

(e) Loss of Seniority

However, an employee shall lose seniority in the event the employee:

(i) is discharged for proper cause and is not reinstated;

(ii) resigns;

(iii) is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;

(iv) after a layoff fails to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed in writing of their current address;

(v) is laid off, not on an approved leave, and does not accept offered work for a minimum of twelve (12) offered shifts per school year.

(vi) is not on an approved leave and does not accept offered work for a minimum of twelve (12) offered shifts per half year. Each half year is defined as the period from February 1 to July 31 and August 1 to January 31 in any calendar year.

(f) Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority in the bargaining unit for two (2) years.

If such an employee later returns to the bargaining unit, the employee shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

(g) Retention of Seniority Rights

In the event that the Employer shall merge, amalgamate or combine any of its operations or functions with another Employer, the Employer agrees to the retention of seniority rights for all employees coming within the new bargaining unit of the successor Employer.

**ARTICLE 11: LAYOFF, BUMPING AND RECALL**

(a) General

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, reduction of hours, bumping and recall, the governing principle shall be seniority, except as otherwise provided.

Temporary employees not on the seniority list shall not be entitled to bumping and recall rights.

(b) Procedure

The Employer shall determine which positions are to be terminated or reduced in hours. Where positions are interchangeable and not tied to geographic location, the positions occupied by the most junior employee shall be terminated or reduced.

(c) Notice

In the event of reduction in the workforce, the Employer shall serve written notice on those employees who will be laid off or have their hours of work reduced, as follows:

- (i) Regular employees - not later than thirty (30) calendar days prior to the effective date of layoff or reduction of hours.
- (ii) Temporary employees on the seniority list - not later than seven (7) calendar days prior to the effective date of layoff.
- (iii) Where recall from layoff is for a temporary period of less than fifteen (15) working days, notice under this clause shall not be required for subsequent layoff.

Such notice shall advise the employee of their right to bump and shall contain a copy of the seniority list.

(d) Bumping

- (i) An employee whose position is subject to layoff or reduction of hours shall be entitled to bump a junior employee provided the employee is qualified to perform the duties of the position occupied by the junior employee.

- (ii) If an employee is in the process of preparing for the required qualifications at the time of notice of layoff or bumping, the employee shall be allowed to bump provided the qualifications are achieved before the scheduled date of assuming the position.
  - (iii) Full-time employees may bump any employee. Part-time employees may bump only part-time employees.
  - (iv) Where a temporary position occupied by a regular employee is terminated, the employee shall revert to their previous position.
  - (v) The employee shall exercise their bumping right by informing the Employer of choice(s) within seven (7) working days of receiving notice under (c) above. Where an employee declines to exercise their right to bump, the right shall be forfeited for that layoff or reduction.
  - (vi) Where an employee exercises the right to bump and subsequently is unable to perform adequately the duties of the position, the employee shall have one further right to bump. This bumping right shall be limited to the most junior employee holding the same hours or less of the bumped position, whose position the employee is qualified to fill. Any layoff which occurs as a result of an employee exercising this bumping right will not be restricted and may occur after September 30.
  - (vii) Employees must occupy their bumped position before the position is considered to be theirs unless serious illness, injury or leave of absence prevents the employee from occupying that position. If the employee cannot assume their bumped position within eight (8) weeks the bumping rights of the employee will be deferred until such time the employee can return to work.
  - (viii) If the employee can assume their bumped position in eight (8) weeks or less the bumping process will continue with the incumbents assuming their bumped positions.
  - (ix) If the regular employee is in a temporary posted position at the time of bumping, the employee must assume the bumped position.
- (e) Recall
- (i) Employees who are laid off or have exercised their right to bump shall be recalled to their former position when it becomes vacant. "Former position" shall mean a regular position previously occupied prior to being laid off or bumped within the last two (2) year period.

- (ii) Where the former incumbent on layoff is not the senior person on layoff, the most senior laid-off employee shall be recalled to the position subject to recall. However, part time employees on layoff cannot be recalled to a full time position.
- (iii) Where hours are increased to their former level or higher and the previous incumbent exercised the right to bump, that employee shall have the right to recall. Where the former incumbent declines recall, the position will be posted.
- (iv) Where a position becomes vacant and the former incumbent is no longer available or declines the recall, the vacancy shall be posted in accordance with Article 12. Vacant positions which were not affected by layoff or bumping shall be posted in the normal manner.
- (v) Subject to Article 10(e)(v), recall rights shall be maintained by an employee for a period of two (2) years.
- (vi) Should an employee be subject to multiple bumping, that employee shall have the preferred choice of position of recall provided the positions were occupied, subject to seniority.
- (vii) Acceptance of recall to a previously occupied regular position, or posting into another regular position, shall extinguish recall rights. Acceptance of recall to a temporary position does not extinguish recall rights.

(f) Temporary Work

Employees who are laid off shall inform the Employer in writing of the nature and location of temporary work to which they wish to be called. Employees shall be called to such work in seniority order so that no qualified employee is involuntarily without work while a more junior employee is working.

Employees whose temporary work ceases shall not have the right to displace another employee whose temporary work will continue for less than a further two (2) weeks.

The Employer agrees to pay its share of the monthly premium of the medical, extended health, dental and group life plans up to two (2) months for regular employees who have been laid off.

(g) Continuation of Benefits

The Employer agrees to pay its share of the monthly premium of the medical, extended health, dental and group life plans up to two (2) months for regular employees who have been laid off. On expiration of the two (2) month period, a

regular employee on layoff may choose to continue on the regular benefit plans provided the plan permits. In such case the employee shall be responsible for payment in advance of both the employer and the employee shares of the premium costs for one (1) month at a time.

- (h) Except for (g) above, this Article shall not apply to the annual summer layoff of school term (nominal ten-month) employees. The availability of summer work for such employees in each school district shall be determined by the local parties in accordance with local past practice.
- (i) Resignation Pay  
A laid off employee who resigns shall be paid one weeks pay for each completed year of service up to a maximum of twenty (20) weeks' pay, provided that the employee:
  - a) has at least one year of service, and
  - b) has exhausted their bumping rights and
  - c) provides their notice of resignation within 30 days of layoff

## **ARTICLE 12: POSTINGS AND STAFF CHANGES**

- (a) Job Posting
  - (i) When a vacancy occurs the Employer shall notify the Union by electronic mail and post notice of the position electronically and in the Employer's office, shops and on all Union designated bulletin boards for a minimum of five (5) working days in order that all regular employees will know about the position and be able to make written application therefor. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift and wage and salary rate or range.
  - (ii) No advertisement for additional employees shall be made until after such posting has been completed. By agreement with the Union this requirement may be waived for an individual posting.  
  
If other jobs or skills are added to a job posting then this will be done with union consultation.
  - (iii) If a position is to have an increase in temporary hours to become full-time, then the Employer is not required to post the position, however if these temporary hours are determined to be ongoing hours for the subsequent school year, they will be posted and filled in the usual manner prior to the last Friday in June.

If a position is to have an ongoing increase in posted hours to become full-time, then the Employer must post the position (unless the position was previously

reduced from full-time and the incumbent declined to exercise their right to bump).

(b) Temporary Postings

- (i) In the event of a temporary vacancy in excess of eight (8) weeks, that vacancy (position #1) will be posted in the normal manner.
  - a. If no regular employee, on the main seniority list applies for the temporary vacancy (position #1) then the job shall be available to qualified persons in the following order:
    - 1. Employees on layoff
    - 2. Temporary employees with seniority
    - 3. Student supervisors, subject to selection process
  - b. If no employee in group (a) applies for the vacancy, management shall fill the position according to the Collective Agreement.
- (ii) Should a regular employee on the main seniority list be the successful applicant for position #1, that employee's job (position #2) shall be posted temporarily. Should a regular employee on the main seniority list be the successful applicant for position #2, that employee's job (position #3) shall not be posted. Position #3 shall be available to qualified persons on layoff firstly then to qualified temporary employees with seniority, then to qualified student supervisors. If position #3 is a Custodian-in-charge (with supervision) position, that position shall first be offered by seniority to the custodian(s) assigned to that school. The resulting vacancy shall be available to qualified persons on layoff firstly then to qualified temporary employees with seniority, then to qualified student supervisors. In the event the vacancy is more than ½ time and is for a period of 10 or 12 months, posting will continue in the normal manner.
- (iii) At the end of the temporary posting position, unless the former position has been eliminated or reduced in hours, the regular employees shall return to their former positions. There are no bumping rights at the end of temporary postings.
- (iv) Employees in temporary positions will be required to complete their temporary positions before being eligible for an appointment to a subsequent temporary position.

(c) Method of Making Appointments

- (i) Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant having the greatest seniority, and having the required

qualifications, fitness and ability. Union members are entitled to union representation when being interviewed.

(ii) Trial Period

The successful applicant shall be provided with an orientation as required at the commencement of the job and shall be placed on trial for a period of sixty-five (65) of the employee's working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or so chooses within fifteen (15) working days, they shall be returned to their former position without loss of seniority or hourly wage rate, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and hourly wage rate.

(d) If the posted position becomes vacant within twenty (20) working days of the successful applicant commencing work, the next most senior person with the required qualifications, fitness and ability who had originally bid on the position will be awarded the vacancy.

(e) Union Notification

The Union shall be notified in writing of all appointments, hirings, layoffs, resignations, rehiring and terminations of employment within 10 (ten) working days.

(f) Disabled Employees' Preference

Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years or disablement is unable to perform their regular duties, may be given the preference of any suitable light work available at the salary payable at the time for the position to which the employee is assigned.

(g) Preparing for Qualifications

In cases of preparing for qualifications, certification or another spoken language, the Employer shall give consideration to employees who do not possess the required qualifications, but are preparing for qualification prior to filling of a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time and to revert to their former positions if the required qualifications are not met within such time.

(h) Transfers

By mutual agreement between the Employer and the Union, an employee may be transferred from one position to another in the same classification within the school district:

- (i) if it is considered the employee can better serve the Employer in the new situation, or it is proven that a move will be beneficial to the employee;
  - (ii) an employee may be temporarily transferred for training in an appropriate school.
  - (iii) in cases where there is a duty to accommodate or findings of workplace harassment or bullying.
- (i) Summer Postings  
Vacancies in the summer months may be posted on the district website for ten (10) working days commencing June 30, July 15, and August 15. Notice of all posted vacancies shall be distributed through district email to all employees. Hand delivered or emailed applications will be acceptable.

### **ARTICLE 13: GRIEVANCE PROCEDURE**

- (a) The Employer shall recognize all Shop Stewards and Union Executive members appointed or otherwise selected by the Union bargaining unit, whose duties shall be to investigate and to attempt to settle disputes and process any grievance in accordance with the grievance procedure.
- (b) The Union shall notify the Employer, in writing, of the name of each Union Executive member and Shop Steward before the Employer shall be required to recognize them.
- (c) The Union Executive and Shop Stewards selected according to (a) hereof, shall not change so long as they remain employees or until their successors are chosen.
- (d) In order that the work of the Employer shall not be unreasonably interrupted, the Shop Steward shall not leave work without obtaining permission of their supervisor, which permission shall be given within an hour.
- (e) Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

**Step 1:** The aggrieved employee(s), together with the Shop Steward shall meet to attempt to settle the grievance with the employee's supervisor within sixty (60) days of the date of the incident causing the employee's concern or the date the employee first became reasonably aware of the incident. The

supervisor shall attempt to resolve the dispute within five (5) working days of being advised of the grievance.

**Step 2:** Failing satisfactory settlement of the grievance after the completion of Step 1, the Union will submit to the Secretary-Treasurer or designate within ten (10) working days, a written statement of the particulars of the complaint and the redress sought. In an attempt to resolve the dispute a meeting shall be held with the Secretary-Treasurer or designate and the Union within five (5) working days of receipt of the written grievance. In any event, the Secretary-Treasurer or designate shall render the Employer's written decision within seven (7) working days after the meeting.

**Step 3:** Failing satisfactory settlement of the grievance being reached after completion of Step 2, the Union will notify the Employer in writing of their intention to further the grievance within ten (10) working days. A meeting of the Employer Committee and the Union shall be held within five (5) working days after receipt of such notice. The Secretary-Treasurer or designate shall render the Employer's written decision within seven (7) working days after the meeting.

**Step 4:** Failing a satisfactory settlement of the grievance after the completion of Step 3, either party to this Agreement may refer the dispute to Arbitration within twenty (20) working days.

- (f) Where a dispute involving a question of general application or interpretation occurs, Step 1 of this Article may be bypassed.
- (g) Replies to written grievances shall be in writing at all stages.
- (h) Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- (i) The Employer shall supply the necessary facilities for the grievance meetings.
- (j) Where the Employer alleges that the Union is in violation of any provision of the Agreement, the Employer may file a grievance to the Secretary of the Union within thirty (30) days. The parties shall, if requested, meet to discuss the matter within ten (10) days. Failing satisfactory settlement being reached, the matter may be referred to arbitration in accordance with Article 14.

## **ARTICLE 14: ARBITRATION**

(a) **Sole Arbitrator**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within five (5) working days thereafter the parties shall select a sole arbitrator. If the parties cannot agree on the selection of an arbitrator the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party.

(b) **Board of Arbitration**

By mutual agreement, the parties may elect to use a three (3) person Board of Arbitration. Within five (5) days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within five (5) days, the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party.

(c) **Arbitration Procedure**

The Arbitrator or the Arbitration Board may determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The decision of a majority shall be the decision of the Board.

(d) **Arbitration Decisions**

Arbitration decisions, whether of a sole arbitrator or of a board of arbitration, shall be final and binding on all parties, but in no event shall the Arbitrator(s) have the power to modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator(s) who heard the dispute to clarify the decision, which shall be done as soon as possible.

(e) **Expenses**

Each party shall pay:

- (i) One half (1/2) the fees and expenses of a sole arbitrator OR
- (ii) The fees and expenses of the arbitrator it appoints AND
- (iii) One half (1/2) of the fees and expenses of the Chairperson.

(f) **Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

(g) Witnesses

At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

(h) Alternate Dispute Resolution

Grievances may be submitted to alternate dispute resolution provisions of the Labour Relations Code, including expedited arbitration, in accordance with the requirements of the Code. Such decisions shall be of no precedential value unless agreed to by the parties. Costs of the mediator/arbitrator shall be shared equally between the parties.

## **ARTICLE 15: DISCIPLINE**

(a) Notice of Investigation

Where an employee is under investigation by the Employer for allegations which may lead to discipline, the employee shall be advised, in writing, prior to being interviewed. The written notice will include the general nature of the allegations. The Union shall be copied on the notice. The employee shall have the right to a Union representative at any stage of the investigation and any meetings required with the Employer in connection with such investigation.

(b) Union Assistance

An employee shall have a Steward present when subject to reprimand requiring written documentation of any form or more serious discipline. Should the employee choose, the Steward shall leave the meeting. Copies of all formal discipline letters shall be provided to the Union within five (5) days.

(c) Discharge Procedure

(i) The Employer shall not dismiss or discipline an employee bound by this agreement except for just and reasonable cause. When an employee is discharged or suspended, they shall be given the reason in the presence of a Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.

(ii) An employee considered by the Union to be wrongfully or improperly discharged or suspended shall be entitled to a hearing under Article 13, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

- (iii) Should it be found upon investigation that an employee has been improperly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is proper and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.
- (d) Clearing of Records  
Provided there have been no further offences any reference to discipline shall be removed from an employee's file after twenty-four (24) months.
- (e) Access to Files  
All employees shall have the right to review their personnel files in the presence of an Employer representative during regular office hours. Reasonable requests for photocopies of documents in the file shall be supplied by the Employer.

## **ARTICLE 16: HOURS OF WORK**

- (a) Hours of Work
  - (i) Bus Drivers, Maintenance Workers and Custodians  
The normal work week shall consist of five (5) eight-hour days or forty (40) hours from Monday to Friday inclusive.
  - (ii) Office Employees, Education Assistants and Indigenous Support Workers  
The normal work week shall consist of five (5) seven-hour days or thirty-five (35) hours from Monday to Friday inclusive.
  - (iii) Days of Rest  
Notwithstanding any other provisions of this Agreement, those employees who of necessity regularly work on Saturday and Sunday shall have as rest days two other consecutive days of the week. In such event, Saturday and Sunday shall be considered working days and overtime rates will not apply excepting for the time worked in excess of the normal work day. Their days off shall be considered as Saturday and Sunday for overtime provision purposes. Weekend shifts shall only be established where and when required for climatic or educational requirements.
- (b) Working Schedule  
The Employer agrees, in consultation with the Union, to set forth the working schedule of each department, hereinafter referred to as the "Work Schedule". The schedule shall be deemed to constitute Schedule "B" of this Agreement.

- (c) Bus driving shall be considered as four (4) hours per day whether or not actual driving time amounts to this number of hours; however, any bus driver may be regularly assigned to a driving schedule of five (5), six (6), seven (7), or eight (8) hours per day provided the Employer's notice of intention to change the regular schedule is given to the employee not less than one (1) week prior to the effective date of the new schedule. All regularly assigned driving schedules shall include thirty (30) minutes of preparation time per day including pre-trip and post-trip inspections, fueling, bus sweep out, and all necessary communications and paperwork. Any abnormal extensions to a route are to be recorded on the time sheet.

When a driver's day is broken into two (2) parts, they shall be paid a minimum of two (2) hours for each part, for a total of four (4) hours. When a driver's day is broken into three (3) parts, they shall be paid a minimum of two (2) hours for each part, for a total of six (6) hours. When a driver is called back to work they shall be paid a minimum of two (2) hours at overtime rates.

Bus drivers' necessary trip expenses will be paid at full cost on presentation of paid receipts.

- (d) All employees will have one (1) Non-Instructional day included as a day of work commencing January 1, 2023. All Education Assistants in regular or temporary posted positions will be entitled to one (1) additional Non-Instructional day as a day of work, commencing July 1, 2024.

(e) Minimum Hours

In the event of an employee starting work in any day and being sent home before they have completed four (4) consecutive hours, they shall be paid for four (4) hours.

The four (4) hour minimum does not apply to:

- (i) Bus drivers called in for one-half (1/2) of the regular school day run, or for an extra trip assignment of a minimum of two (2) hours per day.
- (ii) Noon hour/bus supervisors who work a minimum of one (1) hour per day.
- (iii) Meals Coordinators.
- (iv) Strong Start Coordinators as per LOU.

Consecutive hours do not apply to:

- (i) Bus drivers

(iii) Other positions by mutual agreement.

(f) Break Periods

In alignment with Schedule "B", employees are permitted to:

- (i) One (1) fifteen (15) minute paid break for all postings, or consecutive combination of postings (not including student supervisors) of four (4) hours and less than five (5) hours.
- (ii) One (1) minimum thirty (30) minute unpaid meal break for all postings, or consecutive combination of postings (not including student supervisors) that are five (5) hours or more.
- (iii) A second fifteen (15) minute paid break for all postings, or consecutive combination of postings (not including student supervisors) that are five (5) hours or more.

**ARTICLE 17: OVERTIME**

(a) Overtime Rates on Weekdays

All time worked beyond the normal work day shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for the first two (2) hours and double time after two (2) hours in any one day or shift, Monday to Friday.

(b) Overtime Rates on Saturdays, Sundays and Holidays

Time worked on an employee's first day of rest (normally Saturday) shall be paid at time and one-half the standard rate of pay for the first two (2) hours worked and double time for every hour worked thereafter. All time worked on an employee's second day of rest (normally Sunday) shall be paid at double the standard rate of pay for every hour worked. Any employee who is required to work on a holiday shall be paid at the rate of double their standard rate of pay for every hour worked, in addition to regular holiday pay.

(c) Bus Drivers

For overtime worked on normal working days or on days of rest, bus drivers shall be paid as follows:

- (i) Driving - at appropriate overtime rates;
- (ii) Waiting Time - at straight time rates except for eight (8) hours' sleeping time and up to one (1) hour per meal break which shall be without pay;
  - a. A breakfast meal break shall not be deducted on the departure date from School District No. 22.

- b. A meal break deduction of thirty (30) to sixty (60) minutes will be made when the driver has been provided a break from their driving duties (without student responsibility) during the following meal times:
  - i. Breakfast meal – 12:01 am – 11:00 am
  - ii. Lunch meal – 11:01 am – 5:00 pm
  - iii. Dinner meal – 5:01 pm – 12:00 am
- (iii) On a day where no driving and only waiting time occurs, a maximum of eight (8) hours at straight time.

Bus drivers' necessary trip expenses will be paid at full cost on presentation of paid receipts.

(d) Banked Overtime Credits

The parties hereby agree that, notwithstanding the provisions of this Article, employees shall be permitted to accumulate overtime credits in lieu of cash payment, such leave to be equal to the appropriate overtime cash rate.

Such leave shall be taken at times mutually agreed between the Employer and the employee and shall not interfere with the efficient operation of the school district.

This clause shall be administered as follows:

- (i) Overtime worked must be at the direct request of the non-bargaining unit supervisor or designate or established procedure. e.g. call outs.
- (ii) The amount of overtime credits which may be banked at any one time shall be a maximum of fifteen (15) of the employee's regular assigned working days from July 1 to June 30.
- (iii) Banked overtime credits may be taken as a lump sum payment or mutually agreed time off in lieu of regularly scheduled shifts and shall be paid at the applicable earned rate.
- (iv) Requests for withdrawal from the overtime credit bank must be made to the appropriate supervisor on the prescribed form in writing not less than ten (10) working days prior to the time period the employee wishes to take. If in not less than five (5) working days "best effort" basis to process will apply.
- (v) Banked overtime credits not cleared by December 31<sup>st</sup> in any calendar year shall be paid at the applicable earned rate

(e) Minimum Call-Back Time

Every employee who is called out and required to work in an emergency outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates and shall be paid from the time they leave home to report for duty until the time they arrive back upon proceeding directly from work.

(f) Overtime During Layoffs

There shall be no extended amount of overtime worked in any operation while there are employees on layoff in the same or similar type of operations and who are qualified to perform the available work.

**ARTICLE 18: DIFFERENTIAL PAY**

Graveyard Shift - fifty cents (50¢) per hour. Shift to be defined in Schedule "B" of this Agreement.

**ARTICLE 19: HOLIDAYS**

(a) All regular employees (twelve (12) months or less) shall receive one (1) day's pay for not working on the following holidays:

Good Friday \*  
Easter Monday \*  
Christmas Day \*  
Boxing Day \*  
New Years Day \*  
Family Day\*\*\*  
Labour Day \*\*  
Truth and Reconciliation Day \*\*\*  
Canada Day \*\*\*  
Thanksgiving Day \*\*\*  
Victoria Day \*\*\*  
British Columbia Day \*\*\*  
Remembrance Day \*\*\*

or any other day proclaimed by the Federal or Provincial Government as a holiday. 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 honoured.

\* All regular employees shall receive these statutory holidays unless they were on an unpaid leave of absence for more than fifteen (15) of the previous thirty (30) working days.

\*\* All regular employees shall receive the Labour Day statutory holiday so long as they work during the week prior to the stat. In-service training will not be considered as work for the purposes of Labour Day entitlement.

\*\*\* All regular employees shall receive these statutory holidays so long as they work in their regular position, or a temporary position, for at least fifteen (15) of the previous thirty (30) working days.

- (b) When any of the aforementioned holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at the regular rate of pay; such day off to be taken at the discretion of the supervisor concerned.
- (c) All temporary employees and regular employees on lay-off doing temporary work shall receive six percent (6%) of straight time earnings in each pay period in lieu of statutory holidays unless they post into a temporary position in which case they are paid the statutory holidays as if they held a regular position.
- (d) All regular employees shall receive one (1) day Floating Holiday. The scheduling of this day shall be by mutual agreement and will not be unreasonably denied by the Employer.

## **ARTICLE 20: ANNUAL VACATIONS**

### **(a) Regular Twelve (12) Month Employees**

Every employee who has been on the seniority list for at least one (1) year as at June 30 shall be granted a period of vacation with pay as provided below:

After 1 year seniority as at June 30 - 3 weeks

After 7 years seniority as at June 30 - 4 weeks

After 15 years seniority as at June 30 - 5 weeks

After 15 years seniority as at June 30, add one (1) day vacation per year.

Any employee who has been on the seniority list for less than one (1) year as at June 30 shall be granted vacation with pay at the rate of one and one-quarter (1 1/4) working days for each completed month of seniority but the total allowed shall not exceed fifteen (15) working days.

- (b) When an employee is on an approved leave of absence without pay, layoff or Long Term Disability, vacation entitlement earned during this period shall be reduced by one-twelfth (1/12) for each month or major portion thereof of such leave.

(c) Holidays during Vacations

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

(d) Sick during Vacations

When an employee who is on vacation becomes sick, requiring medical attention as attested to by a doctor's certificate, requires hospitalization, or experiences a bereavement as outlined under Article 22 (e), they shall be entitled to use either sick leave (for all days of hospitalization and/or confinement to home or the equivalent place of residence) or bereavement leave and have that proportion of vacation leave reinstated.

(e) Preference in Vacations

Annual vacation earned to last working day of June each year is to be scheduled during the following twelve (12) month period. Vacations may be arranged by mutual agreement in any month of the year subject to operational requirements. In the event of conflict between employees' preferences, the choice shall be determined by seniority. Unused vacation will be banked up to a maximum of ten (10) days. Any excess vacation owing but not taken as of last working day of June will be paid out on the next payroll.

(f) Regular Less Than Twelve (12) Month Employees

Regular less than twelve (12) month employees and temporary employees on the seniority list shall receive vacation pay each pay period in accordance with the following formula:

Less than one (1) year of seniority as at June 30

- six (6%) percent of bi-weekly earnings.

After one (1) year of seniority as at June 30

- six (6%) percent of bi-weekly earnings.

After seven (7) years of seniority as at June 30

- eight (8%) percent of bi-weekly earnings.

After fifteen (15) years of seniority as at June 30

- ten (10%) percent of bi-weekly earnings.

After fifteen (15) years of seniority - effective July 1, 1993, after fifteen (15) years seniority as at June 30, add one (1) day vacation per year. This additional day will be reflected as a percentage of bi-weekly earnings.

These employees shall have the option of receiving vacation with pay during Christmas break, spring break, summer break, and in-service days they are not scheduled to work up to the maximum amount accrued. Employees wishing to exercise this option shall declare their intent to payroll by June 1<sup>st</sup> for the following school year.

- (g) Any temporary employee not on the seniority list shall be paid each pay period four percent (4%) of bi-weekly earnings in lieu of vacation.
- (h) An employee leaving the service at any time in the vacation year before receiving vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, their estate shall be credited with the value of vacation credits owing.

#### **ARTICLE 21: SHORT TERM DISABILITY PROGRAM**

(a) **Rate of Payment**

Where a regular employee is unable to work due to illness, disability, quarantine or an accident for which compensation is not payable under the Workers' Compensation Act, they shall receive 100% pay for the first six (6) working days for ten (10) month employees and for the first 7 (seven) working days for twelve (12) month employees absences in any one year. After the sixth day (10 month employees) and seventh day (12 month employees) the employee shall receive 66 2/3% of their regular pay for a period not to exceed 180 calendar days from the first day of the last absence. Employees who use all or part of their six (6) (10 month employees), seven (7) (12 month employees) working days in a year shall have the entitlement reinstated in the following year.

(b) **Use of Credits**

Sick leave credits accumulated under the former sick leave plan shall be frozen as of June 30, 1987. Employees who have earned such credits shall use their credits to supplement 33 1/3% of a day's accumulated credit to each day of absence, thereby receiving 100% pay to the extent of accumulated credits or 180 calendar days, whichever is the lesser. Credits may not be used while on the long term disability program but will be retained for future use on return to work. All sick leave credits are cancelled upon termination of employment.

(c) **Year**

For the purposes of the above clauses, a year is defined as the twelve (12) month period from July 1 to June 30.

(d) Proof of Illness

An employee may be required to produce a certificate from a duly qualified practitioner for any illness certifying that such employee is unable to carry out their duties due to such illness.

The Employer shall reimburse employees for the reasonable cost paid to the physician when the School District requires the employee provide a physician's note. (As per V. Ready Consent Order – May 8, 2006)

(e) Sick Leave During Absence

Employees shall not be entitled to payment under this article while on leave without pay, layoff or long term disability.

(f) Sick Leave Allowance Records

A record of all unused sick leave allowance will be kept by the Employer. The Employer shall advise each regular employee annually of the amount of their accumulated sick leave allowance. Any regular employee is to be advised, on application, of the amount of their sick leave allowance.

(As per V. Ready Consent Order – May 8, 2006)

(g) Subrogation

Where an employee is paid Short Term Disability Benefits by the Employer while absent from employment by reason of a disability other than one for which the employee would be entitled to receive Workers' Compensation pension and/or benefits, and the employee subsequently recovers by way of court action or settlement of an insurance claim, such wages or any part thereof, then the employee shall pay the amount so recovered after legal fees to the Employer, to a maximum of the amount paid by the Employer.

## **ARTICLE 21 A: LONG TERM DISABILITY PROGRAM**

- (a) All regular employees shall participate in a mutually-agreed long term disability plan. The Employer shall pay the full cost of the required premium.

The mutually-agreed plan shall provide 66 2/3% of salary and shall commence 180 calendar days after disability. The plan shall be fully integrated and shall be subject to such other conditions as the plan carrier shall require.

- (b) Employees shall retain employee status while on the long term disability program but shall only be entitled to the following provisions of the agreement:

- i. Article 10(d)
  - ii. Article 30(a)
  - iii. Article 30(b), (c) (d), (f), and (g).
- (c) Employees on LTD will retain the right to their former position for at least one (1) school year after their LTD acceptance date. The Employer is committed to fulfilling its duty to accommodate in returning employees to work. The Employer will attempt to return the employee to their former position, subject to their medical limitations, abilities and position availability.
- i. Where the employee is capable of return to their former position and the position is not currently available, the Employer will provide them with alternate employment at the same hours and pay grade as when they were accepted onto LTD.
  - ii. Where the employee is not capable of return to their former position, the employee will be placed in an available position, based on their qualifications and abilities.

Where an employee is placed in a lesser, temporary or alternate position, they will be given bumping rights under the Collective Agreement during the spring staffing process.

## **ARTICLE 22: LEAVE OF ABSENCE**

### (a) Union Leaves

#### (i) For Union Business

Where permission has been granted to representatives of the Union to leave their employment temporarily to meet with the Employer with respect to negotiations, grievances, safety or labour-management matters, they shall suffer no loss of pay for time so spent.

#### (ii) Union Conventions

The Employer shall grant leaves of absence without pay to not more than six (6) employees to represent the Union at Union conventions, to attend Union seminars or to carry on other Union business, provided that the total leave per year to any employee shall not exceed thirty (30) days and provided that adequate replacements are available.

#### (iii) Leave for Union Officers

Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office

shall be granted leave of absence without pay by the Employer for a period of one (1) year. Such leave shall be renewed each year during their term of office. Seniority shall continue to accrue during such leave. On return to work an employee shall be placed in their former position if possible or a similar position.

The Employer shall grant leave without pay to the President, Vice-Presidents or Secretary-Treasurer of Local 5523 to carry out necessary Union business providing adequate replacements are available.

(iv) Reimbursement

When Union representatives are on Union leave without pay they shall continue to receive their pay directly from the School District as if they were at work. The Union shall reimburse the District for time spent by the employee on unpaid Union leave at the employee's hourly rate as per Wage Schedule "A" in the Collective Agreement. An additional compensation top up of twenty-four percent (24%) applied to the hourly rate shall be paid by the Union for benefit costs. This rate shall be reviewed and may be adjusted by mutual agreement to reflect actual benefit costs at the beginning of each school year, such agreement not to be unreasonably withheld. The Local President's wages will be paid by the Employer and reimbursed by the Union (where applicable in accordance with the Collective Agreement) as identified on the Leave of Absence form. Any costs which exceed the posted rate and hours of the Local President will be recovered through the In-Service Fund (Vince Ready Consent Order dated May, 2006).

(b) Bereavement/Celebration of Life Leave

A regular employee shall be granted a maximum of five (5), if necessary, regularly scheduled work days leave without loss of salary or wages in the case of the death of a parent, spouse, sister, brother, child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law. The five (5) days are not required to be taken consecutively and will be taken within one (1) year from the commencement of the original leave. Reasonable leave of absence shall be granted for travel and estate affairs without pay.

(c) Pallbearer Leave

Up to one (1) day to a maximum of three (3) days per year shall be granted without loss of salary or wages to a regular employee to attend a funeral as a pallbearer, provided such employee has the approval of their supervisor or department head.

(d) Compassionate Leave

Where a regular employee makes written application for compassionate leave because of serious illness or injury within their family (employee's spouse, or the parents, children and grandchildren of the employee and/or spouse) and where such

leave is approved by the Employer, leave of absence with pay up to a maximum of twelve (12) days per year will be granted. The employee may be required to produce a certificate from a duly qualified medical practitioner as proof of such illness in their family.

Unpaid compassionate care leave will be provided in accordance with the requirements of the British Columbia Employment Standards Act.

(e) Jury Duty

A regular employee required to serve as a juror or obey a subpoena as a court witness shall be granted leave with pay. The employee shall give proof of such required service and shall pay to the Employer any fees received for such service.

(f) Maternity/Parental Leave

Employees shall be granted maternity/parental leave in accordance with provisions of the British Columbia Employment Standards Act.

(g) General Leave

Provided that adequate replacements are available, the Employer may grant leave of absence with or without pay, for good and sufficient reason acceptable to the Employer. Requests for such leave shall be made in writing. Requests for extended maternity/parental leave or adoption leave will be considered under this clause.

(h) Childbirth Leave

A regular employee shall be granted necessary time with pay to take their spouse or common law partner to a hospital, return them home from hospital, or attend the birth of the child. Such leave shall not exceed one (1) day and may be taken in two (2) half days.

(i) Leave Requests in Writing

All leave requests under this article shall be in writing and shall give reasonable notice to the Employer considering all the circumstances of the leave. In cases of emergency the written leave request may be submitted retroactively. Employees shall be notified in writing of the status of all leave requests within ten (10) working days of submission by the employee.

(j) Care of Immediate Family Member

An employee will receive one day with pay where nobody but the employee can provide for care of an immediate family member residing with the employee who is ill. An additional two (2) days with pay may be granted for exceptional situations based on reasons satisfactory to the Employer.

(k) Transport of Family Members

Employees shall be granted one-half (1/2) days leave up to two (2) times per year to transport a family member to and/or from the hospital or outpatient medical facility. This leave shall be reduced from available Short Term Disability under Article 21(a).

(l) Ethno-Cultural and Religious Leave

Where established ethno-cultural or religious practices provide for ceremonial occasions, the Employer may grant up to five (5) days leave without pay per calendar year. Such leave is to be requested in writing and shall give reasonable notice to the Employer considering all the circumstances of the leave. Leave applications shall not be unreasonably withheld.

(m) Discretionary Days

Upon request, the Employer shall grant employees two (2) days of unpaid leave per school year. The scheduling of these days will not be unreasonably denied by the Employer.

(n) Other Employment

Leaves of absence may be granted to regular employees for the purpose of accepting a temporary position with another employer for a period of twelve (12) months or less.

Should the temporary position with the other employer become permanent, or should another permanent position be accepted, the employee shall be required to resign from the employ of School District No. 22 (Vernon).

(o) Cultural Leave Days

a) Indigenous employees are entitled to up to two (2) days leave with pay and three (3) days leave without pay per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.

b) 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.

(p) Early Return from Leave

Where an employee returns early from (g) General Leave or (n) Other Employment, the employee will be assigned to their departmental call-out list until the conclusion of their leave.

## **ARTICLE 23: PAYMENT OF WAGES AND ALLOWANCES**

- (a) The indication of a job and accompanying wage rate in the Wage Schedule shall not bind the Employer to create or fill any job.
- (b) **Pay Days**  
The Employer shall pay salaries and wages every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages and deductions. Payment shall be made by way of deposit to the employee's bank.
- (c) **Pay During Temporary Transfers**  
If an employee substitutes on any job during the absence of another employee or performs duties of a higher classification, they shall receive the rate for the job or their regular rate, whichever is the greater.
- (d) **Automobile Allowance**  
Employees shall not be required to supply a vehicle to perform their duties as a condition of employment. Where an employee is requested by the Employer to use a private automobile to carry out their duties, however, they shall be paid an allowance at the current Board rate as amended from time to time.

Mileage to and from the employee's place of residence shall be payable under this provision if such mileage is incurred when the employee is required by the Employer to use a private automobile to carry out duties during a special "call-out" outside of the employee's regular hours of work.

## **ARTICLE 24: JOB CLASSIFICATION AND RECLASSIFICATION**

When the duties in any classification are changed or when any position not covered by Schedule "A" is established during the life of this Agreement, the rate of pay shall be subject to review and rating by the Joint Job Evaluation Committee in accordance with Letter of Understanding: Joint Job Evaluation Maintenance Procedures.

## **ARTICLE 25: SUPPLEMENTATION OF COMPENSATION AWARD**

An employee prevented from performing their regular work with the Employer on account of an occupational accident arising out of their employment with the school district, that is recognized by Worksafe BC as compensable within the meaning of the Act, shall receive from the Employer the net pay an employee would receive while at work. The employee shall be required to deposit or have deposited by Worksafe BC their benefit payments with the Employer. This entitlement shall continue as long as the employee

retains their status as an employee and shall not prejudice the Employer's review of that status.

#### **ARTICLE 26: CHANGES THROUGH MECHANIZATION AND TECHNOLOGY**

No regular employee shall be dismissed because of mechanization, or technical change unless, through discussion between the Employer and the Union, agreement has been reached.

In the event that the Employer should introduce any technological methods or mechanization which require new or greater skills than are possessed by an employee under the present method of operation such employee shall, at the expense of the Employer, undergo a period of training, during which time the employee will have the opportunity of becoming fully qualified. Prior to entering into the training period, discussion shall take place between the parties to this Agreement in order to determine the manner and method of replacing the employee while undergoing training and the job to which the employee may return should they be unsuccessful in the training.

#### **ARTICLE 27: SEVERANCE PAY**

If, as a result of the Employer ceasing all or part of the operations, or merging with another Employer, or if by reason of any changes in operating methods the Employer is unable to provide work for a displaced employee with five (5) or more years of service with no reduction in pay in a comparable class of work, the employee shall be given thirty (30) days' notice and severance pay on the basis of one (1) week's pay, at the regular rate of the position last occupied, for every year of completed service with the Employer.

#### **ARTICLE 28: JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEES**

The parties agree that the intent of this Agreement is to ensure that all employees shall have access to the Occupational Health and Safety Committee structure.

Site-based Joint Occupational Health and Safety Committees:

- (a) Union representatives shall be employees at the workplace appointed by the Union, the Employer representatives shall be appointed by the Employer.
- (b) The committee will function in accordance with the Occupational Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committee shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.

District Joint Occupational Health and Safety Committee:

- (a) Shall be established by the Employer and include two (2) CUPE representatives.
- (b) Shall be administered in accordance with the District Joint Occupational Health and Safety Terms of Reference.

Employees who are representatives of these committees shall not suffer any loss of basic pay for the time attending a committee meeting. Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive pay or equivalent time off at straight time.

### **ARTICLE 29: SERVICE IMPROVEMENT FUND**

The Employer and Union agree that, commencing July 1, 2020, the \$110,550 of funding provided for in the 2019-2022 Provincial Framework Agreement will be used to establish a Service Improvement Fund for all CUPE employees in the District. This fund will be used to:

1. Provide a minimum of four (4) hours of paid professional development or alternative work on one non-instructional day during the school year to each Education Assistant in a regular or temporary posted position. This is in addition to the existing budgeted allocation for Employer-directed in-service training for Education Assistants.
2. Provide paid work, over and above any minimum paid hours required in the Collective Agreement, for Education Assistants in a regular or temporary position on early dismissal days up to the Education Assistant's posted hours.
3. Increase the Learning Improvement Fund by \$20,000.
4. Provide access to professional learning opportunities on professional development days during the school year, and/or to provide access to specific training agreed upon by the parties, and/or to provide additional hours of work. These opportunities will enhance the ability of employees to provide high quality service in their position in the District. Such funds will be administered by the Labour Management Committee.

Any remaining funds available at the conclusion of the year will be rolled over to the following year. The Employer is under no obligation to expend more than the \$110,550 per year (plus any rolled over funds from previous years) provided for by the Provincial Framework Agreement.

## **ARTICLE 30: BENEFITS**

Regular employees who are employed on a half-time basis or more shall be eligible for all benefits provided by this Agreement as the conditions of the benefit contracts will permit or as specifically provided in benefit clauses.

(a) **Pension Plan**

Regular employees shall participate in the existing plan in accordance with the terms of the plan and in any future plan that may be entered into by mutual agreement by the parties thereto.

(b) **Medical Insurance**

The Employer shall contribute ninety-five percent (95%) of the premiums for the Provincial Medical Services Plan for all regular employees.

In the case of absence for illness, the Employer contribution will be paid for a maximum of one (1) year from commencement of illness.

(c) **Extended Health Benefits**

The Employer shall contribute ninety-five percent (95%) of the premiums for the recognized extended health plans including eyeglass option (\$350 every two years), hearing aid option (\$1,000 for each five year period) for all regular employees. The Extended Health Benefit shall provide for no lifetime limit on aggregate group extended health care benefits.

In the case of absence for illness, the Employer contribution will be paid for a maximum of one (1) year from commencement of illness.

(d) **Group Life Insurance**

Regular employees shall participate in a mutually agreeable Group Life Policy and Accidental Death and Dismemberment Policy with the Employer paying ninety-five percent (95%) of the net monthly premium.

The benefits shall be as outlined below:

**Group Life and A.D. & D Insurance**

Amount: 2 times annual basic wages raised to the next higher even multiple of \$500, subject to a minimum amount of \$10,000.

(e) **Retirement Benefits**

(i) Retirement shall be in accordance with the provisions of the Municipal Pension Plan.

- (ii) Upon retirement of an employee who is contributing to Municipal Pension Plan, they shall receive one (1) week's pay for every year of service with the Employer, provided that notice of such retirement is given to the Employer prior to January 1st in the year that retirement is to become effective. Failure to provide notice may result in delay of the payment until the following fiscal year.
  - (iii) Upon retirement of an employee who is not contributing to Municipal Pension Plan, the employee shall be granted one and one-half (1 1/2) days' pay for every month of service with the Employer, provided that notice of such retirement is given to the Employer prior to January 1st in the year that retirement is to become effective. Failure to provide notice may result in delay of the payment until the following fiscal year.
  - (iv) Payment of benefits in the preceding two paragraphs of this section is to be based on the rate of pay effective immediately preceding such retirement.
  - (v) The benefits provided in this section shall apply only to employees with a minimum of eight (8) years' service with the Employer and shall extend to and include a maximum of twenty (20) years' service.
  - (vi) Employees will be deemed to have retired if they resign after having attained age fifty-five (55). This shall be interpreted to mean that any such employee who is eligible shall receive the retirement benefits in Clause 30(e) at age 55, all other conditions being met.
  - (vii) In the event of the death of an employee prior to retirement any benefit accrued under this provision shall be paid to those relatives of the employee, if any, who are directly dependent on the employee's salary for their livelihood.
- (f) Dental Plan  
The Employer shall contribute ninety-five percent (95%) of the regular monthly premiums of a mutually acceptable Basic Dental Plan for all regular employees participating.
- (g) Continuing Benefits  
The Employer will pay the costs of benefits (Extended health, dental, group life and MSP) for employees while on LTD and/or while on WCB including during any appeal period set out in either the LTD plan or the WCB appeal process, but not including any court action.

- (h) Employee Assistance Program  
The Employer shall contribute fifty percent (50%) of the regular monthly premiums for a mutually acceptable employee assistance program. Participation in the program shall be a condition of employment for all regular employees.
- (i) Worksafe Occupational First Aid (Attendant Requirements)  
When Worksafe requires that an Occupational First Aid attendant is required at a facility an employee designated by the Employer shall be paid an additional sixty cents (\$0.60) per hour plus course fees. It is understood that the Employer may designate an employee other than a member of this bargaining unit.
- (j) The Employer shall continue its share of benefit premiums for an employee on pregnancy/parental leave.

### **ARTICLE 31: GENERAL CONDITIONS**

- (a) Proper Accommodation  
Proper accommodation shall be provided for employees to have their meals and keep their clothes.
- (b) Bulletin Boards  
The Employer shall provide bulletin boards in all shops and offices 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. Such bulletin boards shall be placed in a prominent place for all employees to see.
- (c) Fire Insurance  
The Employer shall provide fire insurance covering the tools owned by employees while used in performance of their duties with the Employer.
- (d) Strike at Employer's Premises  
Employees shall not be required to cross picket lines established at the premises of the Employer or at firms with whom the Employer conducts business. However, essential services shall be maintained.
- (e) Instructional Courses  
The Employer agrees to pay the full cost of any course of instruction required by the Employer for any employee to better qualify the employee to perform their job.

In-service training shall be provided each year to all employees. In-service training may include district workshops, out-of-district workshops, college courses, on the job training and individualized and group training programs.

The subject matter and timing shall be determined by the Employer and shall not interfere with the regular operation of the school district.

(f) Clerical Self-Directed Training Fund

Commencing July 1, 2023, an annual fund of \$35,000 (representing an average of \$500 per clerical employee) shall be created to enable all clerical employees in posted positions to access job related self-directed training and/or straight time wage costs for these purposes. Any funds remaining at the conclusion of each year shall be re-allocated to the Service Improvement Fund in Article 29.

(g) Clothing Allowance

All non-clerical employees, upon becoming regular employees, shall be provided with an initial issue of two pairs of trousers and three shirts. Thereafter an issue will be made on or before February 1st of each year of one pair of trousers and three shirts, an exception being painters to be provided with three trousers and three shirts. By mutual agreement, the type of clothing provided may be varied to suit particular circumstances. Where required, clerical employees and cafeteria workers shall be provided with smocks or other protective clothing.

The employer will advise eligible employees of their clothing allowance entitlement (including swimsuits and safety footwear where applicable) on an annual basis.

All regular custodial, maintenance and transportation employees shall receive an annual allowance of \$100 for work boots or shoes, payable on the first cheque in September.

(h) Grant-Funded Projects

The parties hereby agree that in the event of the Employer's intent to utilize any federal or provincial summer employment grant, the Union shall be notified of the particulars of the description of additional work to be performed. Within thirty (30) days thereafter the Union will agree to the project provided that no regular employee is laid off as a result of the hiring of a student. Layoff does not include the normal summer layoff of ten or eleven-month employees except where such employee qualifies for the grant and prefers to work. No rates of pay shall be less than that agreed upon in Schedule "A".

(i) Access to Information

Upon request to the Secretary-Treasurer or designate, and within ten (10) working days of the request, the Board will provide the Union with an up-to-date list of employees in the bargaining unit showing their names, addresses, phone numbers, email addresses, seniority date, work location and job title.

## **ARTICLE 32: PRESENT CONDITIONS AND BENEFITS**

All rights, benefits and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

## **ARTICLE 33: SUBCONTRACTING**

(a) The following provisions shall apply:

The Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit, shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee excepting:

- (i) that the Employer reserves the right to subcontract the operations of school buses, provided the Union is notified at least six (6) months in advance and agreement is reached through negotiations between the parties to this Agreement, and,
- (ii) in instances where the Employer feels that any operation presently performed within the bargaining unit could be more efficiently performed in some other manner the Employer may, in consultation and by agreement with the Union, subcontract that particular operation.
- (iii) Notwithstanding any other provision in the Collective Agreement the Board may tender capital projects, consistent with the Vince Ready decision of February 02, 2004.

Both parties recognize the value parent volunteers have within the school system.

## **ARTICLE 34: TERM OF AGREEMENT**

This Agreement, unless changed by mutual consent of both parties, hereto, shall remain in effect for three years commencing July 1, 2022 through the period ending June 30, 2025 but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other party during the four (4) month period immediately preceding June 30, 2025. If no such notice is given, this Agreement shall remain in effect from year to year until termination by either party upon notice in writing to the other party during the four (4) month period immediately preceding the 30th day of June in any one year. If no agreement is concluded at the expiration of this Agreement

and negotiations are continued, this Agreement shall remain in effect up to the time a subsequent agreement is reached or until negotiations are discontinued by either party.

**IN WITNESS WHEREOF** both parties hereto have executed this Agreement.

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 22 (VERNON)**

This 22<sup>nd</sup> day of August 2023

**THE CANADIAN UNION OF PUBLIC EMPLOYERS, LOCAL 5523**

This 22<sup>nd</sup> day of August 2023

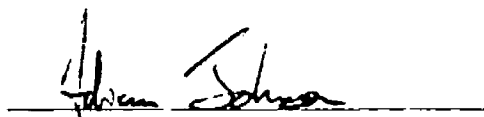
*Signed on Behalf of:*

The Board of Education of School  
District No. 22 (Vernon)



Tammy Sowinski

BCPSEA Representative



Adrian Johnson

Secretary-Treasurer

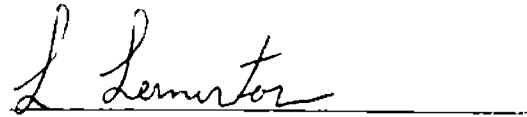
*Signed on Behalf of:*

The Canadian Union of Public  
Employees, Local 5523



Gray Boisvert

President, Local 5523



Logan Lamerton

National Representative

**WAGE AND POSITION SCHEDULE "A"**  
**July 1, 2022 – June 30, 2025**

Pay Grade	Points	01-Jul-22	01-Jul-23	01-Jul-24
		\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
Pay Grade 1	257-297	\$ 21.14	\$ 22.57	\$ 23.02
Pay Grade 2	298-336	\$ 22.12	\$ 23.61	\$ 24.08
Pay Grade 3	337-376	\$ 23.15	\$ 24.71	\$ 25.20
Pay Grade 4	377-416	\$ 24.20	\$ 25.83	\$ 26.35
Pay Grade 5	417-456	\$ 25.26	\$ 26.97	\$ 27.51
Pay Grade 6	457-496	\$ 26.37	\$ 28.15	\$ 28.71
Pay Grade 7	497-536	\$ 27.49	\$ 29.35	\$ 29.94
Pay Grade 8	537-576	\$ 28.66	\$ 30.59	\$ 31.20
Pay Grade 9	577-616	\$ 29.84	\$ 31.85	\$ 32.49
Pay Grade 10	617-656	\$ 31.06	\$ 33.16	\$ 33.82
Pay Grade 11	657-696	\$ 32.30	\$ 34.48	\$ 35.17
Pay Grade 12	697-736	\$ 33.56	\$ 35.83	\$ 36.55
Pay Grade 13	737-776	\$ 34.87	\$ 37.22	\$ 37.96
<b>Trades</b>				
Pay Grade 7T	497-536	\$ 30.15	\$ 32.19	\$ 32.83
Pay Grade 8T	537-576	\$ 31.30	\$ 33.41	\$ 34.08
Pay Grade 9T	577-616	\$ 32.49	\$ 34.68	\$ 35.37
Pay Grade 10T	617-656	\$ 33.71	\$ 35.99	\$ 36.71
Pay Grade 11T	657-696	\$ 34.95	\$ 37.31	\$ 38.06
Pay Grade 12T	697-736	\$ 36.21	\$ 38.65	\$ 39.42
Pay Grade 13T	737-776	\$ 37.54	\$ 40.07	\$ 40.87

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

**WAGE AND POSITION SCHEDULE "A"**  
**July 1, 2022 – June 30, 2025**

	<b><u>Title</u></b>	<b><u>Points</u></b>
<b>Pay Grade 1</b>		<b>257-297</b>
<b>Pay Grade 2</b>		<b>298-336</b>
111	Library Assistant	308
<b>Pay Grade 3</b>		<b>337-376</b>
108A	Meals Coordinator	351
339	Light Vehicle Operator/Mail Van Driver	352
110	Cafeteria Assistant	355
136	Student Supervisor/Adult Crossing Guard	362
<b>Pay Grade 4</b>		<b>377-416</b>
303	Custodian - Regular	380
346C	Bus Wash/Seat Repair	380
309A	Utility Grounds - Pesticide	394
201	School Secretary A - Reception	400
409	IT Co-op Student	403
221A	Clerk Typist/Inventory SET BC	407
346	Trades Helper	415
<b>Pay Grade 5</b>		<b>417-456</b>
202	School Secretary B- Office	418
248C	Finance Admin. Clerk - International Pr.	420
238A	Accounts Payable Clerk	422
241	Comp Operator/Accounting Clerk	422
247	District Secretary – Indigenous Programs	422
213A	District Receptionist	422
109	Cafeteria Coordinator	431
309	Utility Grounds Crew	432
346A	Trades Helper/Utility Grounds	435
202A	School Secretary - VLearn	445

254	TTOC Dispatcher	447
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**WAGE AND POSITION SCHEDULE "A"**  
**July 1, 2022 – June 30, 2025**

	<u>Title</u>	<u>Points</u>
<b>Pay Grade 6</b>		<b>457-496</b>
337	Heavy Equipment Op/Grounds Utility	457
206	Secretary C - Computerized Admin	460
250	District Website Supporter	464
338A	Pickup-Delivery Driver	466
236	Purchasing Clerk	467
411	Tech. Level 1 – Client Support Technician	467
410	Computer Support Specialist	468
309D	Grounds person 2	475
309C	Grounds Person 1	478
338B	Pickup-Delivery Driver/Utility Grounds	479
227	Payroll Clerk	480
248A	Admissions Clerk – International Student Programs	485
305	Custodian I/C - w/o supervision	486
104	Education Assistant 1	487
118A	Education Assist. - Work Experience	487
269	District Secretary – Maintenance	493
251	District Secretary – Transportation	494
<b>Pay Grade 7</b>		<b>497-536</b>
135	Strong Start Coordinator	499
242	District Secretary – Career Education	510
252	District Secretary – Curriculum Support	510
301	Custodian I/C - w/supervision	520
101	Indigenous Support Worker	524
341	Irrigation Worker – Maintenance	524
346B	Mechanical/Electrical Trades Helper	525
227A	Payroll Clerk	525
104C	Education Assist. – Intensive Behaviour	527

<b>Pay Grade 8</b>		<b>537-576</b>
257	Tech Systems Support Clerk	549
104D	Education Assistant Level I – Braille	553
104B	Education Assistant II	567
249	District Secretary – Human Resources	570
244A	District Secretary - Student Support Services	570
273	Senior Purchasing Clerk	572
116A	Education Assist – Basic Signing	573
<b>WAGE AND POSITION SCHEDULE “A” July 1, 2022 – June 30, 2025</b>		
	<b><u>Title</u></b>	<b><u>Points</u></b>
<b>Pay Grade 9</b>		<b>577-616</b>
116	Education Assist. - Language Facilitator	596
211	Secretary I/C - Elem no supervision	598
248	District Sec - International Programs	601
327	Bus Driver	602
328	Bus Driver - Special Needs	602
205	Secretary - Alternate Education	608
210	Secretary I/C - Elem with supervision	614
210A	Secretary I/C - Bilingual (Elementary)	614
<b>Pay Grade 10</b>		<b>617-656</b>
407	Electronic Service Technician	632
208	Secretary I/C - Secondary	642
258	District Data Coordinator	646
412	Tech. Level II – Server Administrator	653
<b>Pay Grade 11</b>		<b>657-696</b>
232	District Accounting Coordinator	674
226A	Payroll/Benefits Coordinator	680

<b>Pay Grade 12</b>		<b>697-736</b>
<b>Pay Grade 13</b>		<b>737-776</b>
413	Tech. Level III – Enterprise Infrastructure & Risk	754
<b>TRADES</b>		
<b>Pay Grade 7T</b>		<b>497-536</b>
<b>Pay Grade 8T</b>		<b>537-576</b>
308	Trades – Painter	572
<b>Pay Grade 9T</b>		<b>577-616</b>
<b>Pay Grade 10T</b>		<b>617-656</b>

<b>WAGE AND POSITION SCHEDULE “A” July 1, 2022 – June 30, 2025</b>		
	<b>Title</b>	<b>Points</b>
<b>Pay Grade 11T</b>		<b>657-696</b>
312	Trades - Carpenter	657
312A	Trades - Carpenter Locksmith	657
324	Trades - Benchperson	676
316	Trades - Electrician	677
320	Trades - HVAC-R	677

324	Trades - Plumber	677
344	Trades - Millwright	677
<b>Pay Grade 12T</b>		<b>697-736</b>
319	Trades - Mechanic	717
<b>Pay Grade 13T</b>		<b>737-776</b>

## **LEADHAND**

The Leadhand must be designated by the Supervisor or their Assistant. However, an employee shall not be considered as responsible for persons working with them unless they are designated as the Leadhand.

A ten percent (10%) premium will be paid to any employee who is appointed or assigned to be a leadhand. The 10% premium is to be calculated on the employee's classification that they hold, pursuant to Schedule "A" of the collective agreement. Once the 10% premium is calculated, the premium is to be added to the employee's existing rate of pay for the hours assigned as leadhand.

## **CASUAL CLERICAL RATE**

A casual clerical employee who replaces a regular employee will be paid at the dispatched rate.

A casual clerical employee who replaces a regular employee in the same position for more than five (5) consecutive days shall be paid thereafter at the rate of the incumbent.

In the event that an employee accumulates 10 or more days of relief work in a position having the same job title within a year, the employee shall be paid the appropriate rate for the job thereafter.

An employee shall not be removed from a casual assignment except as provided elsewhere in this agreement while the absence of the incumbent continues.

## **LABOUR MARKET ADJUSTMENT**

All Industry Training Authority (ITA) Certified Trades and Information Technology positions (Technician Level 1 – Client Support Technician, Technician Level 2 – Server Administrator, Technician Level 3 – Enterprise Infrastructure and Risk) in a posted position, will receive a Labour Market Adjustment in addition to their posted job rate as follows:

July 1, 2022 – June 30, 2024	\$0.75 per hour
July 1, 2024 - onward	\$1.00 per hour

## **SCHEDULE "B"**

This Schedule is written pursuant to Article 16(b) of the Agreement and any changes in the Schedule shall be determined by the Employer only after consultation with the Union.

Hours of work may be changed by mutual agreement to provide for either a one-half (1/2) hour or one (1) hour lunch period.

### **July and August:**

7:00 a.m. - 5:00 p.m. all employees one-half (1/2) hour or one (1) hour off for meal

### **24-Hour Coverage:**

11:00 p.m. - 7:00 a.m., half (1/2) hour off for meal

7:00 a.m. - 4:00 p.m., one (1) hour off for meal

3:00 p.m. - 11:00 p.m., half (1/2) hour off for meal

### **Graveyard Shift:**

11:00 p.m. - 7:00 a.m., half (1/2) hour off for meal

### **Morning Shift:**

7:00 a.m. - 3:30 p.m., half (1/2) hour off for meal

### **Afternoon Shift:**

2:30 p.m. - 10:30 p.m., half (1/2) hour off for meal

### **One-Person Schools & Split Shifts:**

Shifts to be worked eight (8) hours in a twelve (12) hour period and shall be limited to two (2) parts.

A break of up to one (1) hour for a meal is not a break that creates a split shift.

### **Maintenance Employees:**

Eight (8) consecutive hours between  
7:00 a.m. - 4:30 p.m., half (1/2) hour off for meal

### **School Clerical Employees:**

Seven (7) consecutive hours between  
7:30 a.m. and 4:30 p.m., one (1) hour off for meal

### **Board Office Employees:**

Seven (7) consecutive hours between

7:00 a.m. - 5:00 p.m., one (1) hour off for meal

**Bus Drivers:**

To be arranged according to requirements of the route and other duties, but in no event to extend over a period longer than thirteen (13) hours.

By mutual agreement between the employee and their supervisor an employee's daily work schedule (Monday to Friday) may be adjusted, without loss of earnings and without payment of overtime, so long as the employee works their total posted work hours and no more than the number of their posted hours during the pay period.

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**1. APPRENTICESHIP PROGRAM**

CONDITIONS:

1. Initial selection as an apprentice under this program will be through a joint union/management committee comprised of two (2) representatives each.
2. Notwithstanding Article 10, the apprentice will be given first opportunity at work in the apprentice's trade.
3. School District No. 22 (Vernon) will authorize leave without pay to the apprentice for the purpose of attending full-time courses required under the apprenticeship program.
4. School District No. 22 (Vernon) is under no obligation to provide the graduate apprentice a job as a journeyman.
5. The starting rate of pay will be 25 cents less than the prevailing Helper and Groundsman rate and will rise to the journeyman rate in accordance with the apprenticeship contract's sliding scale.
6. All other terms and conditions to this program will be governed by the apprenticeship contract and the current Collective Agreement.

Signed at Vernon, British Columbia, this 28th day of June, 2019.

FOR THE BOARD:

"Sterling Olson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**2. ARTICLE 33**

When the union alleges that Article 33 has been violated as a result of school based decisions, the Union will present the Secretary-Treasurer with the outcome of its investigation. The Secretary-Treasurer will reply to the union's allegations in writing within 5 working days informing the union of action taken.

Signed at Vernon, British Columbia, this 28th day of June, 2019

FOR THE BOARD:

"Sterling Olson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

**3. EDUCATION ASSISTANTS (EA)**

1. EAs with primary responsibilities in the following categories or programs are not eligible for postings between the posting meeting in September and the last Friday in June:

Resource Rooms  
Physically Dependent/Deaf Blind  
Low incident needs students

Notwithstanding the above, there may be students in other categories where the EA change will be a serious disruption and detrimental to the student. In these instances the Board designate and the Union designate shall review whether the EA has a primary responsibility with an identified student and thus will not be eligible for postings during the school year.

For the purposes of this Letter of Understanding, primary responsibility is identified as an EA whose assignment is 70% or more with an identified student.

In the event that an employee disputes their primary assignment is 70% or more, the following process shall apply:

The Secretary-Treasurer's designate and a Union representative shall meet to review and resolve the matter.

If the Secretary-Treasurer's designate and the Union representative cannot resolve this matter it will be subject to the grievance procedure as provided in Article 13.

2. EA positions that become available or vacant between the last Friday in June and a posting meeting held during the month of September shall be filled as follows:

- 2.1 Positions vacant will be filled on the basis of seniority providing necessary qualifications by those present at the meeting.
- 2.2 Vacancies resulting shall be filled from those present at this same meeting or filled subsequently by temporary appointment.
3. New postings created after the posting meeting will be filled on a temporary basis until the end of that school year. If these new postings are determined to be ongoing positions for the subsequent school year they will be posted and filled in the usual manner prior to the last Friday of June.

EAs, other than those identified in #1 above, may apply for postings which would increase their number of hours per week or increase the rate of pay.

4. Staff changes that become necessary during the school year will be dealt with through transfers initiated by the Board in the following manner:
  - 4.1 When a work location identifies a CUPE employee as not required at that location the employee will be so informed.
  - 4.2 Prior to initiating a reassignment, the Board will provide the employee with an opportunity to indicate preferences to be considered for any available positions within the same classification for which that employee is qualified.
  - 4.3 If there are no available positions within the same classification or at the same or greater number of hours, the Board may reassign the employee to another work location at the same classification and at the same or greater number of hours or to the casual list.

Due to valid concerns, should the employee find none of the choices to be acceptable, the following procedures will apply:

- 4.4 A Joint Committee will be struck to assess the validity of the employee's concerns and to discuss further options.
- 4.5 Should the Joint Committee not agree, the disagreement shall be referred to Article 13 Grievance Procedure, Step 3.
- 4.6 Failing resolution of Article 13, the matter will be referred to Article (14h) Expedited Arbitration.

5. Temporary vacancies where the term of the vacancy is uncertain (.... or upon return postings). Should the incumbent return to work during the school year, the Board will place the temporary EA in a position guaranteeing the same number of hours per week as their regular posted EA position. This guarantee will be to a maximum of 3420 hours for the school year. When the maximum of 3420 hours is reached, the EA will be placed on the casual list. Subsequent vacancies will not be posted until displaced EAs have been assigned.
6. No provision of this clause is intended to prevent EAs from posting into other full or part time positions in other classifications at any time.
7. In the event that an employee disputes the temporary nature of position posted during the school year, that designation as temporary and the restriction noted in Subsection 1 above, will be subject to the grievance procedure as provided in Article 13.
8. The parties shall meet when deemed necessary by either party to review the terms of clause 1 above.

Signed at Vernon, British Columbia, this 2nd day of July, 2019

FOR THE BOARD:

"Sterling Olson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)  
AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**4. JOINT JOB EVALUATION MAINTENANCE PROCEDURES**

All newly created or revised jobs shall be referred to the Joint Job Evaluation Committee for review and rating. The Maintenance Procedure will be used to maintain the Job Evaluation Plan in the following instances:

1. Joint Job Evaluation Committee

- 1.1 The parties shall each appoint four (4) members to the Joint Job Evaluation Committee.
- 1.2 The terms of reference of the Committee shall be as set out in this Letter of Understanding.
- 1.3 The Committee shall meet as required to carry out its tasks. Evaluations of positions under section 2 Evaluations and section 3 Appeal Procedures shall be completed within one month of submission under sections 2.1.2, 2.2.1 or 3.1.1 as the case may be.
- 1.4 A Committee member shall be excused from rating their own job, the position of a direct subordinate, or any employee where the rating of that job may place them in a conflict of interest.

2. Evaluations

2.1 Creating of a new position

- 2.1.1 It is the responsibility of the Employer to prepare a job description whenever a new job is created.

- 2.1.2 The job description shall be referred to the Committee which will determine the appropriate rating and advise the Employer.
- 2.1.3 The Employer shall provide the incumbent of the new position with a copy of the job description and rating upon appointment.
- 2.1.4 If the Committee is unable to establish a rating for a newly created job prior to posting of the position, the Employer may proceed with implementation using an interim rating.
- 2.1.5 After six (6) months from the appointment of an incumbent to the position, the incumbent(s) and the supervisor shall complete a Job Evaluation Questionnaire, which shall be submitted to the Committee.

## 2.2 Changes to existing positions

Job descriptions shall not be construed as prohibiting the Employer from requiring incumbents to perform comparable or transient duties within the area of knowledge and skills required by the job description. However, if such additional assignments become a continuing responsibility, or they become recognized as part of the job requirement and they are of sufficient importance to potentially influence the job rating, the following procedures apply:

- 2.2.1 The Employer or incumbent shall complete a Request for Review Form, forwarding copies to the Committee for review as soon as possible.
- 2.2.2 The Committee shall review and confirm or revise the evaluation ensuring the adequacy of the job description and/or application of the evaluation manual.
- 2.2.3 Copies of the Advice of Decision form shall be forwarded to the employee(s), Employer and the Union.
- 2.2.4 If either the employee, the Union or the Employer does not agree, the decision may be challenged through the appeal procedures as outlined.
- 2.2.5 When a job description and evaluation is changed by the foregoing process, it shall be implemented retroactively to the date when the Request for Review form was completed.
- 2.2.6 Any employee affected by downward adjustment shall be red-circled as of the date in 2.2.5 above.

### 3. Appeal Procedures

- 3.1 The appeal procedure may be used by incumbents, the Union or the Employer after the job description and job rating has been completed as per section 2 (Evaluations) and either party feels that the job description is inadequate or the rating for the job is incorrect.

Steps in the Appeal Procedure are as follows:

- 3.1.1 When there is a concern that the job description is inadequate or the rating is incorrect, it shall be referred to the Joint Job Evaluation Committee, who may discuss the matter with the incumbent, the Union and the Employer. Concerns should be referred to the Committee as soon as possible after they become apparent.
- 3.1.2 If the Committee agrees to a change in the evaluation, it shall be revised and implemented accordingly.
- 3.1.3 If the Committee does not agree that a discrepancy exists, the Committee will so advise the parties.
- 3.1.4 If the parties involved do not accept the Committee's decision, they may pursue the matter through the arbitration process.
- 3.1.5 When a job evaluation is changed by the foregoing process, it shall be implemented retroactively to the date as in 2.2.5.

### 4. Arbitration Procedures

- 4.1 When agreement cannot be reached in the Committee on matters involving the accuracy of job descriptions and evaluation and/or the interpretation and application of the job evaluation rating manual, the matter shall be referred to a mutually agreed upon mediator.
- 4.2 Where mediation is unsuccessful, the matter may be referred to arbitration.
- 4.3 The selection and subsequent appointment of an arbitrator shall be by mutual agreement between the Union and Employer. Should there not be agreement, Article 14 shall apply.

### 5. General Maintenance Procedures

The Committee shall:

- 5.1 Review and recommend revisions to the evaluation manual, forms and procedures as deemed necessary.
- 5.2 Every three years or otherwise, as deemed necessary, review the rating of a sampling of jobs selected by the Committee for the purpose of ensuring that relativity is being maintained.

Signed at Vernon, British Columbia, this 11<sup>th</sup> day of October, 2022

FOR THE BOARD:

"Adrian Johnson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**5. JOB SECURITY**

For the purposes of the Public Sector Accord section dealing with no layoff after September 30<sup>th</sup> each year for regular employees: "The Accord Employment Security Issues contemplates that government will commit that the funding allocation formula used in preliminary funding in the Spring will be the same formula used in preliminary funding allocations in the Fall and School Districts will then commit that regular support staff employees in positions as at September 30 of each school year will not be declared surplus or laid off after that date for the remainder of the school year".

A regular or probationary employee, in a regular position on September 30 in any school year shall not be laid off during that school year.

Signed at Vernon, British Columbia, this 28th day of June, 2019

FOR THE BOARD:

"Sterling Olson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**6. CAPITAL PROJECTS**  
**KELLEHER LETTER OF UNDERSTANDING**

1. This Agreement addresses disputes in the Maintenance and Custodial Department including Capital Projects which may arise pursuant to Article 33 of the Collective Agreement.
2. The Employer agrees that Article 33 protects work presently performed or hereafter assigned to the bargaining unit.
3. Such work will not be contracted out without consulting and reaching agreement with the Union. The Union will not withhold agreement unreasonably.
4. The parties recognize that if an emergency arises, the Employer may need to engage a contractor without being able to consult and reach agreement with the Union.
5. If a regular maintenance employee is funded under their Operating Budget and is laid off and on the recall list, the Employer will give preference to recalling that employee over engaging a contractor, providing the employee is capable of and qualified to performing the work protected by Section 2 of this Agreement.
6. Custodians will be engaged to open or secure schools and/or provide janitorial services for functions outside school hours whenever the Employer considers it reasonably necessary.
7. The Employer and the Union agree to the creation of the Joint Article 33 Committee. Each party shall appoint two persons to the Committee (any two of

the three Union table officers). CUPE Staff Representatives and the Secretary-Treasurer may attend as well. Employees will attend without loss of pay.

8. The mandate of the Committee is to discuss and reach agreement on any issue of whether contracting out under Article 33 is to proceed, any issue under Section 6 of this agreement over whether custodians' services were reasonably necessary and any dispute over whether an emergency arose within the meaning of Section 4 of this Agreement.
9. The Committee will meet once each month and wherever any party feels it is necessary in addition to that.
10. Any matter that is not resolved by the Committee may be referred by either party to Marguerite Jackson of Enderby, B.C., for an expedited ruling. If Marguerite Jackson is unavailable, the parties will call Colin Taylor, Q.C. of Kelowna.
11. This resolves grievances put before Stephen Kelleher, apart from Lynn Frerichs.
12. Stephen Kelleher retains jurisdiction to deal with disputes arising from the implementation of this Agreement.

Signed at Vernon, British Columbia, this 2nd day of July, 2019

FOR THE BOARD:

"Sterling Olson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**7. MAINTENANCE SERVICES: TEMPORARY TRADES WORKERS**

The following terms and conditions shall apply to temporary maintenance employees:

1. Any temporary maintenance employee having completed ten (10) months of continuous service or who qualifies under the Municipal Pension Plan enrolment shall be then appointed as a regular less than twelve (12) month employee.
2. Effective the date of regular appointment these employees shall be entitled to all the terms and conditions of the collective agreement, including the right to bid for any vacancies in the bargaining unit and for such purposes their seniority shall be applicable. Employees who wish to exercise their option to bank vacation pay (as per Article 20(f)) may utilize this pay at periods other than the designated breaks with approval.
3. Article 11 – Layoff, Bumping and Recall shall not apply to these employees. Such employees shall be laid off in reverse order of their seniority within the Maintenance Department only, subject to job requirements, and shall not have the right to bump employees in other parts of the bargaining unit. If a written extension of a posted position ends prior to the specified end date the Employer will provide seven (7) days' notice.

The Provincial Accord does not apply to employees covered under this letter with respect to the September 30<sup>th</sup> layoff.

Signed at Vernon, British Columbia, this 11<sup>th</sup> day of October, 2022

FOR THE BOARD:

"Adrian Johnson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**8. STUDENT SUPERVISORS**

The following terms and conditions shall only apply to Student Supervisors.

1. Nine percent (9%) payment of their hourly rate in lieu of vacation pay, statutory holidays, paid leave of absence.
2. The hours of employment shall be restricted to the noon hour period and/or before or after school at each school and student supervisors will not be required to work in excess of one (1) hour in either position except in the event of unforeseen or emergent circumstances that may require the student supervisor to work in excess of one (1) hour. Prior approval of the Administrative Officer must be obtained.
3. The Board shall pay wages every second Friday. On each pay day each student supervisor shall be provided with an itemized statement of their wages and deductions. Payment shall be made by way of deposit to the employee's bank.
4. It is recognized that teachers may also provide student supervision pursuant to the School Act. This Letter of Understanding is not applicable to these persons.
5. Student Supervisors shall not be paid overtime as a result of work performed by them as a student supervisor.
6. Student Supervisors shall be classified as a regular employee except where varied by language.
7. The successful applicants to the position of Student Supervisor shall be placed on trial for a period of 65 working days.

8. Seniority for Student Supervisors is applied on a classification only basis. Seniority shall be accumulated in hours and be effective from the date of employment and maintained as a separate list.

Employees shall be entitled to use their seniority for the following purposes:

- call to work within Student Supervision classification;
- location of shift preference within Student Supervision classification vacancies.

Seniority accumulated as a Student Supervisor shall not be considered in job postings for other job classifications within the bargaining unit.

Effective July 1, 1993, substitute and temporary Student Supervisors shall accumulate seniority and shall be entitled to special consideration by right of seniority.

When a Student Supervisor is the successful applicant to a regular position, their seniority as a Student Supervisor shall be converted and back dated to a calendar date upon successful completion of the probationary period based on the following formula:

80 hours worked = 1 month of seniority

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April of each year.

9. For posting purposes only, a notional seniority date will be created for Student Supervisors based on hours worked for each posting. This seniority date will be utilized when competing for postings within this classification only at the time.
10. Regular employees who are successful applicants for the position of Student Supervisor shall be subject to the terms and conditions as listed in this Letter of Understanding.

Signed at Vernon, British Columbia, this 24th day of July, 2019

FOR THE BOARD:

"Sterling Olson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**9. TRANSPORTATION SERVICES**  
**STUDENT ACTIVITY POLICY AND PROCEDURES**

Bus driving activity shall be conducted by the parties in accordance with the obligations set out in the arbitration award of September, 1980.

The specific areas that the Union will provide relief are:

- Trips driven by volunteer parent drivers with their own private vehicle. Utilization of a rental vehicle shall be considered a violation of this agreement.
- Trips with five (5) students or less.
- Overnight trips utilizing a highway touring motor coach bus (non school bus type).

The district is responsible to ensure that appropriate steps are taken to ensure compliance with all regulatory requirements when school busses are not the chosen means of transportation.

Single Day Trips:

Except as described above, all single day curricular, co-curricular or extra-curricular in district or out of district travel shall be required to utilize school district busses and school district bus drivers.

Overnight Trips:

Overnight trips may utilize a motor coach bus. School district busses and school district bus drivers may be used for overnight trips but are not required, however if any school bus type vehicle is to be utilized for an overnight trip it shall be with a school district bus and a school district bus driver.

Failure to comply with any one or more of the above requirements will be considered a breach of the Collective Agreement.

Any relief granted by the Union at any time shall not be prejudicial to the Union.

Signed at Vernon, British Columbia, this 2nd day of July, 2019

FOR THE BOARD:

"Sterling Olson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**10. TRANSPORTATION SERVICES**

**Article 11(d) BUMPING - TRANSPORTATION DEPT. EMPLOYEES**  
**Layoff from position or Reduction in hours**

Given the unique situation in which transportation department employees hold one or more regular posted positions resulting in full time, the parties agree to the following process in the event of layoff resulting from either the termination of a position or a reduction in hours.

1. When a transportation department employee holds one or more regular postings totalling 40 hours per week they will be considered as full time employees who may bump any employee within the department.
2. When a transportation department employee holds one or more regular postings totalling less than 40 hours per week they will be considered as part-time employees who may bump only part-time employees within the department.
3. Retention of Duties Option:
  - 3.1 In situations where a portion of a full-time transportation department employee's daily hours are terminated or reduced, the remainder of the daily duties may be retained. Example - When an employee holds two postings and one is terminated or reduced the other posting may be retained.

The bumping procedure in this example would deal with only the one posting that was terminated or reduced and would result in the employee bumping a position, within the transportation department only, that when combined with the retained posting would not exceed 40 hours per week.

- 3.2 In situations where a portion of a part-time transportation department employee's daily hours are terminated or reduced, the remainder of the daily duties may be retained. Example: When an employee holds two or more postings and one is terminated or reduced, the other posting may be retained. The bumping procedure in this example would deal with only the one posting that was terminated or reduced and would result in the employee bumping a position, within the transportation department, that when combined with the retained postings would total less than 40 hours per week.
4. This letter does not preclude any transportation department employee from exercising their bumping rights to bump into other classifications within the bargaining unit subject to the normal provisions of Article 11. In situations where a transportation department employee decides to bump into other classifications they may not retain a partial posting within the transportation department.

Signed at Vernon, British Columbia, this 28th day of June, 2019

FOR THE BOARD:

"Sterling Olson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**11. TRANSPORTATION SERVICES**  
**BUS DRIVERS - ASSIGNMENT PROCESS**

The purpose of this Letter of Understanding is to formalize the assignment of extra trip bus driving that occurs outside of the posted positions.

For the purpose of this Letter of Understanding, "extra trips" shall mean bus trip assignments other than those regularly scheduled trips between home and school as outlined in the posted positions.

The parties hereby agree that Articles 16 and 17 shall operate in the following manner:

1. Article 17(c) (ii) and (iii) shall apply.
2. The Union agrees that straight time shall be payable for hours of driving up to thirteen (13) per day or forty (40) per week, including regular hours worked and including driving on Saturdays and Sundays. Where driving time on a single extra trip exceeds 8 hours in one day, overtime rates will apply.
3. The parties agree to this process of additional work assignment to holders of regular bus driving postings by releasing them from posted shifts where time conflicts exist. The additional hours available are calculated not to exceed the difference between the drivers weekly posted total and a maximum of 40 hours.

This goal shall be achieved by extending the daily limit beyond 8 hours while maintaining the weekly total of 40 hours.

**3.1 Exemptions**

- overnight trips – are to be available to drivers with a regular or temporary posting on a rotational basis in seniority order.

- weekend trips – are to be available to drivers in order of seniority who have sufficient hours remaining within their maximum allowable driving hours to complete the trip.
- projects or regular driver absences of a five day duration or over – shall be available to the senior driver who will gain hours and shall create only one regular route vacancy

Some runs will continue to be designated with a unique “relief” status that will require predetermination of replacement personnel such as wheelchair bus. To be eligible for these assignments drivers shall indicate their intention to the Transportation Manager or designate in September of each year. Senior trained drivers may leave their posted position to fill the wheelchair bus position.

### 3.2 Guidelines to determine eligibility:

Daily limit - the current eight hour daily limit will be extended to 13 hours.

Weekly limit - the current weekly limit will remain at 40 hours.

Work Week - the work week will be defined as Monday through Sunday.

### 3.3 Process:

To accomplish this process drivers may be excused from their posted positions in order to gain the additional hours. It is not intended to be a method of exchanging regular hours.

Work will be assigned subject to seniority, eligibility requirements and driver availability as is the current practice in other categories.

Work in this job category will be assigned according to home areas of:

- Vernon
- Lumby/Cherryville
- Lavington Elementary trips with a western destination will be considered a Vernon area assignment and eastern destinations will be considered Lumby/Cherryville

Each work assignment shall only create one regular route vacancy, i.e., if a driver is excused from a 3-hour posting this vacancy shall be filled by a spare and not reassigned to a 2-hour driver.

### 3.4 Eligibility

Drivers must be able to gain a net increase of at least one hour to be eligible for assignment under this process.

The formula used to determine eligibility is a calculation of the difference between the driver's posted weekly hours and the maximum allowable of 40 hours.

### 3.5 Availability

Procedures will be in place for drivers to advise office staff as to their availability for assignment under this category on a weekly basis.

### 3.6 Spare Drivers

Spare driver shifts will consist of those vacancies for which regular drivers (those in posted positions) are unavailable under the district assignment processes. These may be 2 or 3 hour shifts. In the case of predictable 3 hour shift vacancies, exceeding five (5) days, these will be offered to regular drivers.

Assignments will include regular route vacancies that result from absences for reasons such as:

- Illness
- personal leave of absence
- additional work assignments

Spare drivers will also be assigned to extra work of a 2-hour duration that conflicts with regular posted shifts.

Employees with their name on the spare call-out list are agreeing to be available for the above-described work unless they state a specific restriction that is agreed upon by the employer.

4. Scheduling and assignment of "extra trips" shall be done considering seniority, regular route commitments, hours of work limitations (13 hours per day, 40 hours per week) and individual driver availability. Emergent situations outside the control of the transportation department shall be assigned as required. The specific scheduling and assignment process as outlined in LOU11, LOU11 Appendix and the Southern Settlement Agreement (Spring 2016), which complies with the obligations in this section is appended to this LOU and may be changed by mutual agreement of the parties.
5. Problems concerning work load and safety shall be resolved between the Supervisor - Transportation Services and the Union.
6. Pay Increments
  - a) For extra trip assignments, drivers will receive the following pay for additional time at work beyond their regularly assigned driving schedule:

- for the first hour, a minimum of one (1) hour;
  - for time worked beyond the first hour, in half hour (30 minute) increments.
- b) For route delays not encompassed in posted hours and meetings (which will be tagged to work i.e. there will not be a gap between the meeting and driving time), drivers will receive pay in half hour (30 minute) increments.
- c) Drivers who have been called into work when no scheduled work is available will be paid a minimum of two (2) hours.
- d) Drivers called in on a non-work day for scheduled professional development will be paid a minimum of four (4) hours.

Drivers are expected to work the entire time that they are paid during their regularly assigned driving schedule and as outlined in a, b, c and d above.

#### Access to Information

The Employer will post every week the next two weeks projected trip schedule. The sign up sheets will be posted. On request by the Union, the Employer will provide confirmation of the actual schedule worked by the Drivers.

#### General

The parties agree that Lisa Southern will remain seized of any matters related to the interpretation, administration or implementation of the Settlement Agreement (Spring 2016).

Signed at Vernon, British Columbia, this 24th day of July, 2019.

FOR THE BOARD:

"Sterling Olson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

## LOU 11 – Appendix – Scheduling and Assignment Process

1. A draft schedule (the “Draft Schedule”) will be posted two (2) days before the shift commences. This means that the schedule for Day 3 will be posted by noon (12:00 pm) of Day 1.
2. Drivers can provide input and comments about the Draft Schedule for Day 3 up until 1:00 pm on Day 2. The final schedule will be posted for Day 3 by 2:30 pm on Day 2 (the “Final Schedule”). If an error is on the Draft Schedule, and not raised by a driver or the Union before 1:00 pm on Day 2, the parties agree it will not be grieved. If an error is drawn to the Employer’s attention prior to 1:00 pm and is not corrected, the Union reserves the right to grieve.
3. If changes are required after the Final Schedule is posted on Day 2 and until 7:00 am on Day 3, the following process will be followed:
  - a) Extra trips will be assigned to the next senior, available driver who is not currently assigned to a conflicting trip;
  - b) The Employer will provide the opportunity to the most senior driver who would otherwise have been assigned the work to make up any lost hours of work within the next work day (Day 3) performing duties in the Transportation Department as assigned by the Employer. The minimum hours of work will not apply to this work;
  - c) The same process will apply for spare driver call out.
4. After 7:00 am on Day 3, the following process will be followed:
  - a) If an assignment becomes available, it will be announced on the radio, with the following information: the location of the assignment, the assignment start time, the duration of the assignment.
  - b) The assignment will be given to the most senior, available driver who promptly answers the radio call, has hours available and who does not have a conflicting trip.

## LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

### **12. WORK EXPERIENCE PLACEMENT AGREEMENT**

The Parties to this Letter of Understanding agree that the provision of work experience for secondary school students is in the best interest of the community as a whole and students in particular. The purpose of this Letter of Understanding is to set in place the framework within which Work Experience placements shall operate.

The following terms and conditions must be met in order for a Work Experience placement to be acceptable:

#### TERMS OF REFERENCE

1. For the purpose of this agreement, work experience placements are identified as follows:

A Work Experience placement is designed to introduce students to specific work experiences and skills by placing the student in a working environment for a prescribed period of time in order that the student can experience first hand the demands of the workplace, jobs and skills they will face when entering the work force.

#### EMPLOYMENT ISSUES

2. A Work Experience placement is not to be made when such placement will replace a regular, part-time, or casual worker who is on lay-off or whose job has been eliminated due to budget cuts or downsizing. Should a lay-off of any regular, part-time or casual worker(s) occur during the placement, the educational supervisor will be notified and the placement will be terminated.
3. At no time will a student be placed in a workplace during an industrial relations dispute between the Union and the Employer. If an industrial relations dispute arises during a work experience placement, the educational supervisor will be

notified and the student will be removed from the workplace until such time as the dispute is resolved.

#### **SAFETY ISSUES**

4. Before a student is placed in a work experience placement they will be given general occupational health and work place safety training.
5. On the first day of the work experience placement the student will be given a site specific occupational health and safety training orientation before any hands on tasks are performed.
6. It is the joint responsibility of the School District, Employer and Union to ensure that the student has all appropriate safety equipment needed for that work site as required by the Workers' Compensation Board.
7. It is the responsibility of the School District to provide Workers Compensation coverage for any student being placed in a Work Experience placement.

#### **SUPERVISION ISSUES**

8. The student on a work experience placement must be supervised at all times by the worker(s) whose job they are learning. At no time will a student on a work experience placement be allowed to perform hands on work unsupervised by the worker whose job the student is learning.
9. The worker who is assigned to supervise a student on a work experience placement will be provided with adequate time to work with the student without penalty or threat of discipline.
10. Where the workplace being considered for a work experience placement operates on a two or three shift basis every effort will be made to place the student on the first (day) shift. In the case of a workplace operating on a seven day rotation every effort will be made to place the student on the Monday to Friday rotation. Where these two criteria cannot be met the Union must be notified in advance of any variation.
11. No student will be placed in a work area where confidentiality of records must be maintained. Where exclusion from such area is not possible students must be given instruction concerning the protection of confidentiality.
12. Regular meetings between the partnership Union, Employer and School District will be held to discuss the status of work experience placements.

13. Upon the start of a placement the student will be given an orientation by a Union representative as to the role of the Union in the work place.

**NOTIFICATION OF INTENT TO PLACE A STUDENT**

14. Upon completion of a Work Experience Programme Agreement between the Employer and the School District, on behalf of a student, the respective Union will receive written notification, two (2) weeks prior, of the intent to place a student on work experience as well as a copy of the completed Work Experience Programme Agreement. The Union should notify the School District if they have concerns regarding a placement.
15. The Parties agree that the conditions identified for work experience placement will be adhered to or as otherwise agreed to by the Parties.

Signed at Vernon, British Columbia, this 27th day of June, 2019

FOR THE BOARD:

"Sterling Olson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**13. IN-SERVICE FUND**

(as per V. Ready Consent Order dated May 8, 2006)

1. An In-Service Fund consisting of \$75,000, to be provided by School District 22 as of July 1, of each year. The fund shall be maintained and accounted for by School District 22.

\$40,000 shall be utilized for union directed union training and collective agreement administration. The remaining amount of \$35,000 will be utilized to offset the cost of benefit improvements added in the 2012-2014 collective agreement (excluding Drug card).

- i. A joint committee comprised of three CUPE members appointed by Local 5523 and three District representatives appointed by the Secretary-Treasurer shall be given the task of developing the terms and conditions of how this fund is to be used and for what purpose. All voting of the committee shall be by majority.
- ii. The fund will be used to cover all costs of training including wages, wage loss, benefit costs, tuition and/or course materials and all legitimate costs as determined by the committee.
- iii. Money not used between July 1 and June 30 of the following year shall remain in the fund and shall be available for use in the following year or years.
- iv. The cost of replacements for employees granted any leave to take training or development programs authorized by the committee shall be paid from the fund.

Signed at Vernon, British Columbia, this 28th day of June, 2019

FOR THE BOARD:

"Sterling Olson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**14. YOUTH WORK IN TRADES PROGRAM**

The parties support the goals and mandate of the Youth Work in Trades Program. The Program assists secondary school students in gaining valuable work experience and trades training.

The Youth Work in Trades Program (YWIT) is:

- A combination of the Apprenticeship Training system and the K-12 Education system leading to graduation and apprenticeship.
- Practical skill development through workplace-based training.

The Youth Work in Trades Program (YWIT) offers:

- Formalized dual credit towards graduation and apprenticeship hours.
- Access to the apprenticeship training systems while in school.
- A provincially credited and seamless program.
- Opportunities for students who have the aptitude, motivation, and academic ability to start their career paths.
- Links to the world of work.
- Increased relevance and practical application of the secondary school curriculum.

The following principles shall govern the placement of YWIT students within the School district and various components:

1. No position in the bargaining unit shall be lost, nor shall any bargaining unit employee be laid off or have their hours reduced as a result of the placement of a YWIT student with the School district.

2. The YWIT student placement shall not exceed 900 hours.
3. A student shall not commence the YWIT program after the school year they turn 19 years of age.
4. The YWIT student shall not be a member of the Bargaining Unit and the Union. The provisions of the Collective Agreement, including Union membership and dues or seniority shall not apply to students participating in the YWIT program with the School district.
5. While coordination of the Youth Work in Trades Program remains the responsibility of District educational staff and management, the placement of YWIT students must be by written mutual agreement of the selected Employee, Union and Employer.
6. Upon the start of the placement a Union representative will be given an opportunity without loss of pay to provide an orientation to the student as to the role of the Union in the workplace.
7. The rate of pay for YWIT students shall be 25 cents less than the Utility Grounds Crew rate. (See Letter of Understanding #2).
8. The District will not rely on student participation in the program set out in this Letter of Understanding to argue that work is not exclusively performed by bargaining unit members.
9. Funding for the implementation of the Youth Work in Trades Program and the placement of students shall come from education program sources.
10. This letter may be cancelled by either party on 60 days written notice effective the end of the current training cycle.

Signed at Vernon, British Columbia, this 12<sup>th</sup> day of October, 2022

Revised at Vernon, British Columbia this 01 day of February, 2023.

FOR THE BOARD:

"Adrian Johnson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**15. STRONG START COORDINATOR**

1. In recognition of the character of the Strong Start Program, similar to the recognition given to the distinct character of some other programs and positions under the collective agreement, the Union and Employer have agreed that in addition to the terms contained within Article 11(d), the following shall apply to Strong Start Coordinators:

*The employer reserves the right to deny an employee to bump into a Strong Start Coordinator position if this would create a negative impact on the Strong Start Program.*

2. The times of the year at which the Strong Start Program will be offered and whether it will always be tied to the school calendar are uncertain. It is agreed that as a ten-month program, the annual vacation for the Strong Start Coordinator is to be scheduled so there is no interruption with the delivery of the program. The Union and Employer have agreed that in addition to the terms contained within Article 20 of the collective agreement, the following shall apply to Strong Start Coordinators:

*Strong Start Coordinators will take their annual vacation during Winter and Spring Break or otherwise when the program is not operating.*

3. The daily operation of the Strong Start Program does not mirror the K-12 education programs or the school day. The Union and Employer have agreed to recognize this in the application and administration of Articles 16(c) and 16(d) the hours of work provisions of the collective agreement. The parties agree to the following paragraphs:

Minimum Hours

*The parties agree that, having regard to the unique nature of the position of Strong Start coordinator, the needs of the program and the requirement for flexibility in scheduling hours of work outside of the hours of operation of the Strong Start Centre, the four-hour minimum shift shall be interpreted as an average four hours work daily over the course of a four week period.*

Break Periods

*The parties agree that the paid rest period contemplated by Article 16(d) shall be taken during times that will not interfere with the operation of the Strong Start Centre.*

All provisions of the collective agreement apply to Strong Start Coordinators save and except for the provisions as outlined in this LOU.

4. The Union and the Employer agree that this Letter of Understanding will continue until such time as the Union and the Employer agree to terminate or amend the Letter of Understanding.

Signed at Vernon, British Columbia, this 11<sup>th</sup> day of October, 2022

FOR THE BOARD:

"Adrian Johnson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**16. INDIGENOUS SUPPORT WORKERS**

The parties to this Letter of Understanding acknowledge the unique nature of Indigenous Education targeted funding and recognize the desire to provide an equitable level of Indigenous support services.

The parties agree as follows:

1. The parties recognize and support the need for flexibility to determine assignments for each upcoming school year. Staffing requirements and positions for the school year commencing in September will be established in the preceding May of that year.
2. Each position must identify a Family of Schools and the total number of hours for the position identified for the purposes of a posting. School sites would be indicated on a Family of School posting; however, the posting would reference that re-assignment to other worksites within the Family of Schools may occur.
3. Re-Assignment of hours within the identified Family of Schools does not “trigger” a bump/layoff situation.

All provisions of the collective agreement apply to ISWs save and except for the provisions outlined in this LOU.

Signed at Vernon, British Columbia, this 11<sup>th</sup> day of October, 2022

FOR THE BOARD:

"Adrian Johnson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**17. CALL-OUT PROCEDURE FOR UNPOSTED TEMPORARY WORK**

1. Departmental call-out lists are established by management from qualified candidates as amended from time to time. Employees on the call-out list are agreeing to be available for all un-posted temporary work for which they are qualified unless they state a specific restriction which is agreed upon by the employer. This Letter of Understanding does not apply to the Transportation Department which shall follow the assignment process outlined in Letter of Understanding: Transportation Services; Bus Drivers – Assignment Process.
2. Availability for Work
  - (a) Any employee not available for call-out for any period of time in excess of five (5) working days will notify the employer of any day(s) they will not be available.
  - (b) If the employee fails to notify the employer of such period of absence and/or they do not make themselves available for work unless for sickness or other just cause, they may be removed from the list.
  - (c) If the employee is not on an approved leave and does not accept offered work for a minimum of twelve (12) offered shifts per half year they will lose their seniority as per Article 10(e). Each half year is defined as the period from February 1 to July 31 and August 1 to January 31 in any calendar year.
3. Employees are called in the following order:
  - (a) Laid-off employees in seniority order as per Article 11 – Lay-offs and Recall.
  - (b) Qualified temporaries with seniority and qualified regular employees with seniority.

- (c) Qualified temporaries without seniority.
4. Employees are called in by their immediate supervisor(s) or designate. In the event of two or more available vacancies the senior employee shall be offered choice of assignment.
  5. If an employee does not answer the call, another employee on the list will be called until one has been reached and agrees to the work.
  6. Once an employee has accepted a job assignment, they will remain in the assignment for the duration of the regular employee's absence for up to a period of less than two (2) weeks.
  7. If, after a number of shifts worked by a temporary employee without seniority, the Supervisor is not satisfied with the work performance, the Secretary-Treasurer or designate will inform the employee that their name will be removed from the list. Being removed from the call-out list for poor work performance will be cause for termination of employment.

The parties agree that this LOU does not apply to temporary work for less than twelve (12) month employees where the work is an extension of the employees' posted position.

Signed at Vernon, British Columbia, this 11<sup>th</sup> day of October, 2022.

FOR THE BOARD:

"Adrian Johnson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 22 (VERNON)

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523  
(VERNON SCHOOL DISTRICT EMPLOYEES)

**18. FIELD SAFETY REPRESENTATIVE (FSR)**

The Parties to this Letter of Understanding acknowledge the FSR represents the Operating Permit holder in all code, technical and worker qualification matters related to this permit.

The designated electrician:

- Must have FSR
- Must have a Contractor License
- Is responsible for all electrical permits for work assigned to SD22 Electricians not covered under the annual License (LEL0020819)
- Is responsible for quality of work by all electricians
- Is responsible for the annual SD22 Electrical Contractor's License (LEL0020819)

The Parties agree as follows:

When an electrician is designated by the School District to be a FSR they will receive an additional seven (7) percent of their hourly wage.

This allowance will commence on the date of the operating permit application and will be assigned on an annual basis.

Signed at Vernon, British Columbia, this 11<sup>th</sup> day of October, 2022

FOR THE BOARD:

"Adrian Johnson"  
Secretary-Treasurer

FOR THE UNION:

"Gray Boisvert"  
President, CUPE Local 5523

## **HOLDEN / READY LETTER**

THIS IS THE MINISTER OF FINANCE (Paul Ramsey) LETTER TO IRENE HOLDEN/VINCE READY dated June 6, 2000  
Ministry of Finance & Corporate Relations Ref. No. 116240

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 1, 2000, July 1, 2001 and July 1, 2002, as described in the IIC #2 Report.
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 #2 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 agreements.

Sincerely,

Original signed by Paul Ramsey

Ministry of Finance and  
Corporate Relations

## **Memorandum: To All Member School Districts and Support Staff Unions**

### **Settlers Statement on Accepted Policy and Practices of the PEBT**

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K -12 sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlers to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlers meeting annually where the Settlers are provided with an annual report and update from the Board. The Settlers also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the "Core" LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlers to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlers recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlers also recognize and support following the policies and procedures of the PEBT (outlined at [www.PEBT.ca](http://www.PEBT.ca)). The Settlers agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification please contact your BCPSEA or CUPE representative.

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**

"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"

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

"Leanne Bowes"

"Bruce Anderson"

"Alan Chell"

"Kyle Uno"

"Tammy Sowinsky"

"Rae Yu"

"Richard Per"

"Ken Dawson"

"Nancy Brennan"

"Eric Harvey"

"Alex Dounce"

“Jason Franklin”

“Christina Forsyth”

“Tammy Murphy”

“Jeannette Beauvillier”

“Daun Frederickson”

“Tracey O’Hara”

“Katarina DiSimo”

## **Provincial Framework Agreement – Appendix A**

### Letter of Agreement (“Letter”)

#### Between:

BC Public School Employers Association (“BCPSEA”)

#### And:

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

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

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

1. The ESG will be available provided that:
  - a. A board and local union have a collective agreement which has been ratified by both parties no later than January 25, 2023 and,
  - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
  - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
  - b. The residual 25% of the employees’ base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled

hours for which the employee has not otherwise been paid as a result of strike or lockout.

5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

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

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BCPSEA  
Leanne Bowes

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K-12 Presidents' Council  
Paul Simpson

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