COLLECTIVE AGREEMENT

Between

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 606

and

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 68
(Nanaimo-Ladysmith)

SD 68 and CUPE 606 acknowledge that the province of British Columbia is located on the homelands of 203 district Indigenous nations and cultures; with more than 30 different languages and close to 60 unique dialects spoken in the province. We ask all SD 68 employees to reflect, acknowledge and honour in their own way the First Nation land on which they live, work and play.

July 1, 2022 – June 30, 2025

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BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 68 (NANAIMO-LADYSMITH)
(HEREINAFTER CALLED THE "BOARD")
PARTY OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 606 (MID ISLAND SCHOOL EMPLOYEES)
REPRESENTING EMPLOYEES OF
SCHOOL DISTRICT NO. 68 (NANAIMO-LADYSMITH)
(HEREINAFTER CALLED THE "UNION")
PARTY OF THE SECOND PART

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

a) to maintain and improve the harmonious relations and settled conditions of employment between the Board and the Union

b) to recognize the mutual value of joint discussions and negotiations

c) to encourage efficiency in operation

d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union

e) to recognize that our main purpose is to provide support services to the school district in order to provide the best possible learning environment to the students in the school district.

AND WHEREAS for the purpose of implementing the spirit and intent of the foregoing, it is agreed that changes in policy affecting the employees' security will be discussed with the Union prior to implementation.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Board reserves the sole right to hire and place employees, subject only to the reservations as contained in this Agreement.

ARTICLE 1 - DEFINITIONS

1.01 Regular Employee

An employee who has completed a probationary period or who has served twelve (12) continuous months as a temporary employee.

1.02 Probationary Employee

An employee who is serving a probationary period in a regular position to determine suitability as a regular employee.

1.03 Temporary Employee

A person who is hired to fill a specific work requirement, which is anticipated to be of limited duration. However, temporary employees with twelve (12) months continuous service shall be considered as regular employees. Continuous service shall not be deemed broken when a temporary employee takes a court leave to serve on a jury.

After eight months of continuous service in a temporary assignment, temporary employees can request up to two (2) days of unpaid leave. Requests of this nature will be approved by the Employer based on operational needs and will not constitute a break in continuous service. The approved unpaid days will be taken on a day(s) the temporary employee is scheduled to work.

The Employer may extend a temporary assignment up to eighteen (18) months subject to mutual agreement between the Employer and CUPE in which case the conversion shall transpire at eighteen (18) months.

1.04 Retirement

Retirement will conform with the provisions of the Municipal Pension Plan.

1.05 Resignations

Any voluntary termination of employment other than retirement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01

The management of the work force and of the methods of operation is vested exclusively in the Board, except as otherwise specifically provided in this Agreement, and subject to the grievance procedure.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01

The Board recognizes the Union as the sole bargaining agency for those

employees for whom the Union has been certified, with the exception of those employees excluded by provincial statutes and/or regulations or by mutual agreement.

ARTICLE 4 - DISCRIMINATION

4.01

The Employer shall not discriminate against any member of the Union by reason of Union activities of such member.

4.02

The Employer hereby agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any person in the matter of hiring, wage rates, training, upgrading, promotion, transfer, demotion, layoff, recall, discipline, classification, discharge by reason of age, race, creed, colour, national origin, religion, political affiliation, sexual orientation, sex or marital status.

4.03 Sexual or Personal Harassment

a) All employees have the right to work without sexual or personal harassment.

b) Sexual harassment shall be defined as any rejected or unwelcome sexual comment, look, suggestion or physical contact that creates an uncomfortable working or learning environment for the recipient, made by a person who knows or ought to know it is unwelcome; but may include a single sexual advance made by a person in authority over the recipient that includes or implies a threat; and may include a reprisal made after a sexual advance is rejected.

c) Personal harassment shall be defined as intentional, offensive comments and/or actions designed to demean and/or belittle an individual.

d) Any complaint respecting the provisions contained in this Article shall be dealt with in the grievance procedure and shall commence at Step 3 as outlined in Article 12.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

a) The Board agrees that all employees covered by the terms of this Agreement shall, as a condition of continued employment, become and remain members of the Union.

b) The Board shall require all new employees to execute an Assignment of Wages in duplicate, the forms to be supplied by the Union.

c) All new employees covered by the terms of this Agreement shall become and remain members of the Union as a condition of employment.

5.02

In the event that an employee fails to comply with the provisions of Clause (a) above, the Board shall forthwith terminate the employee's employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Written Assignment

The Board agrees to honour a written assignment of all dues and assessments and will forward all monies so deducted to the Secretary-Treasurer of the Union. The Union agrees to supply the Board with a letter advising the amounts of the dues and/or assessments.

6.02 Deductions

Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made and the amount deducted from each.

6.03 Dues Receipts

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

ARTICLE 7 - THE BOARD AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Board agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in the Articles dealing with Union security and deductions of Union dues.

7.02 Notification of New Employees

The Board agrees to notify the Union of the name, address, position and location of each new employee within seven (7) days of their date of employment.

7.03 Letter of Obligation

The Union agrees to give the Board a letter for issuance to each new employee setting out the employee's obligation to the Union.

7.04 Bulletin Boards

The Board shall provide bulletin boards at each work site designated for use by support staff employees. The bulletin boards shall be placed in a location that will provide access by all employees and the Union shall have the right to post meeting

notices and other information that may be of interest to support staff employees. The Union agrees that no information of a political or derogatory nature will be posted on the bulletin boards.

ARTICLE 8 - CORRESPONDENCE

8.01

Any correspondence arising out of this Agreement or incidental thereto shall pass to and from the Director of Labour Relations or the Director's delegate and the CUPE Local 606 office.

8.02

The Union shall notify the Board of the names of officers, members of committees and job stewards.

ARTICLE 9 - COMMITTEES

9.01 Trustee-CUPE Liaison Committee

a) The Trustee-CUPE Liaison Committee shall have the mandate to facilitate communication between the Board and the Union and, as needed, to concern itself with:

1. providing a forum for discussion of issues related to the interpretation of the Collective Agreement and conditions causing grievances and misunderstandings

2. discussing draft policies or proposals for policy which affect Union employees and make recommendations to the Board

3. reviewing administrative decisions regarding provision of support services, staff and facilities and make recommendations to the Board.

b) The Trustee-CUPE Liaison Committee shall be comprised of eight (8) members in all, with four (4) representatives of the Board (to include three (3) trustees) and four (4) representatives of the Union.

c) Every effort will be made to ensure that meetings of this Committee will be held within fourteen (14) days of notification from either party.

9.02 Labour Management Committee

a) Committee Representation

A Labour Management Committee shall consist of four (4) representatives of the Union and four (4) representatives of the Board.

b) Function of Committee

The Committee shall concern itself with the following general matters:

1. considering constructive criticisms of all activities so that better relations shall exist between the Board and the employees

2. reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service)

3. correcting conditions causing grievances and misunderstandings.

c) Meetings of Committee

The Committee shall meet at least every two (2) months at a mutually-agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with the Committee.

d) Chairman of the Meeting

A Board and a Union representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.

e) Minutes of the Meetings

Minutes of the Committee meetings shall be prepared. They shall then be checked and jointly signed by the Joint Chairpersons for distribution. The minutes shall be distributed as promptly as possible and shall be posted in all schools and central work locations within the school district.

f) Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Board and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

ARTICLE 10 - COLLECTIVE BARGAINING

10.01 Bargaining Committee

a) A Bargaining Committee shall be appointed by each party and shall consist of not more than five (5) members appointed by the Employer and five (5) members appointed by the Union.

b) Function of the Bargaining Committee: Negotiation of all matters of mutual concern pertaining to rates of pay, hours of work and working conditions shall be referred to the Bargaining Committee.

10.02 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees and any other advisors when dealing with the Board. Such representatives shall have access to the Board's premises in order to investigate and assist in the settlement of grievances, providing the representative and/or advisor shall first request such access from the appropriate supervisor.

10.03 Meeting of Committee

In the event that either party requests a meeting of the Committee, such request shall be made in writing and shall indicate the subject matter proposed for discussion. The meeting shall be held at a time and place within ten (10) calendar days or such other time as agreed to by the parties. Two meeting rooms for all negotiation sessions shall be provided by the Employer.

If it is necessary to schedule a meeting offsite, the cost of the meeting room(s) will be shared by the Union and the Board.

10.04 Time Off for Meetings

Representatives of the Union on the Bargaining Committee who are in the employ of the Board shall have the privilege of attending Bargaining Committee meetings held within working hours without loss of remuneration.

10.05 Technical Information

The Board shall make available to the Union on request, information regarding job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans required for collective bargaining purposes.

ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

11.01

Reports or recommendations dealing with matters of policy and/or conditions of employment which affect employees within the bargaining unit shall be forwarded to the Union in sufficient time to allow the Union a reasonable opportunity to consider them, and, if deemed necessary, speaking to them before a decision is taken by the Employer.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Definition

A grievance shall be defined as any difference arising out of the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitral.

12.02 Procedure

The parties agree it is desirable that any complaints or grievances be settled as quickly as possible. Employees are therefore urged to try to settle their complaints, as soon after they arise as possible, with their immediate supervisor.

During the period when an employee's grievance is being processed the employee (grievor) shall not be required to attend meetings with management regarding the grievance.

12.03 Employee Grievance

A grievance shall be resolved without stoppage of work, or interruption of services, in the following manner:

a) Step I

The employee and the Shop Steward shall, within ten (10) work days of the occurrence, discuss the alleged grievance with the employee's supervisor. If the issue is unresolved the Supervisor shall respond within five (5) work days of the meeting.

b) Step II

If the matter is not resolved at Step I, the completed grievance form shall be received by the Director of Labour Relations or designate within a further five (5) work days. Within ten (10) work days of receipt of the grievance form, the Director of Labour Relations or designate and the Supervisor shall meet with not more than three (3) members of the Union and shall seek to settle the dispute. The Director of Labour Relations or designate will respond in writing within fifteen (15) work days of the meeting.

c) Step III

If the matter is not resolved at Step II, the completed grievance form shall be received by the Director of Labour Relations or designate, and a Grievance Committee meeting shall be held within a further ten (10) work days. The Grievance Committee, consisting of not more than three (3) representatives of the Board, and three (3) representatives of the Union, shall seek to settle the dispute. The Director of Labour Relations or designate shall respond in writing within fifteen (15) work days of the meeting.

12.04 Policy Grievance

a) Step I

A policy grievance affecting the Union proper shall be introduced by requesting a meeting with the Director of Labour Relations or designate within ten (10) work days of the occurrence of the grievance. Within ten (10) work days of the request for a meeting, the Director of Labour Relations or designate and the appropriate Supervisor shall meet with not more than three (3) representatives

of the Union and seek to settle the dispute. The Director of Labour Relations or designate shall respond in writing within fifteen (15) work days.

b) Step II

If the matter is not resolved at Step I, the completed grievance form shall be received by the Director of Labour Relations or designate within five (5) work days. Within ten (10) work days of receipt of the grievance form, the Director of Labour Relations or designate and Union shall meet with not more than three (3) members of the Board and three (3) representatives of the Union, and shall seek to settle the dispute. The Director of Labour Relations or designate shall respond in writing within fifteen (15) working days of the meeting.

Step III

c) If the matter is not resolved at Step II the Grievance shall be referred to Arbitration within a further ten (10) work days in accordance with Article 13.

d) Wherever a stipulated time limit is mentioned in this Agreement, the said time limit may be extended by mutual consent of both parties.

ARTICLE 13 - ARBITRATION

13.01 Arbitration

a) Referral to Arbitration

Should a grievance not be resolved in accordance with Article 12 above, then the matter shall be referred to Arbitration by either the Union or the Employer. Should the parties not come to an agreement on selecting an arbitrator within 30 days of the Step III meeting, either party may reach out to the Labour Board to have an Arbitrator appointed.

b) Decisions of the Arbitrator

1. The decision of the Arbitrator shall be final and binding upon the Board, the Union and the employee(s) concerned.

2. Should the Arbitrator find that an employee has been suspended or terminated for other than just and reasonable cause, the Arbitrator may direct the School Board to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by such suspension or termination, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable.

c) Amending of Time Limits

Wherever a stipulated time limit is mentioned in this Agreement, the said time limit may be extended by mutual consent of both parties.

d) Expenses of the Board

Each party shall be responsible for the fees and expenses of their appointees and one-half (½) of the fees and expenses of the Chairperson.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Right to Have Steward Present

An employee shall have the right to have a steward present at any discussion with supervisory personnel where a supervisor intends to interview an employee for disciplinary purposes. The Supervisor shall notify the employee, in advance, of the purpose of the interview in order that the employee may contact a steward to be present at the interview.

14.02 Suspension and Dismissal

Management staff shall have the right to summarily suspend without notice, for just and reasonable cause, within the departments under their respective jurisdictions.

The Superintendent/CEO or delegate shall have the right to summarily dismiss without notice, for just and reasonable cause.

14.03 Warnings

Except in cases of just and reasonable cause at least one (1) warning will be given before dismissal action is taken.

Prior to the imposition of discipline or discharge, an employee is entitled to be notified in writing of the reasons for considering such action, unless the employee is a danger to anyone. Employees so dismissed or suspended shall have recourse to the grievance procedure and, unless otherwise decided under the grievance procedure, suspension will mean loss of pay for the time or the duration of the suspension.

14.04 Crossing of Picket Lines

Employees shall not be required to cross any picket line legally established and maintained under the statutes of British Columbia. The Union agrees to seriously attempt to get permits from the picketing Union to allow School Board employees to carry out normal functions.

14.05 Hot Cargo

Members of the Canadian Union of Public Employees, Local 606, employed by School District No. 68 (Nanaimo-Ladysmith) shall not be required to handle products of firms undergoing a legal strike in the Province of British Columbia. Products already purchased and on hand prior to the commencement of such a strike shall not be considered "hot."

ARTICLE 15 - SENIORITY

15.01 Definition of Seniority

Seniority is defined as the length of service in the bargaining unit as a regular or probationary employee and shall be applied on a bargaining-unit-wide basis. Seniority shall be applied in determining preference or priority for promotions, transfers, layoffs and recall, subject to the terms and conditions as set out in this Agreement.

15.02 Temporary Seniority

a) Temporary employees shall accrue seniority for the purpose of applying for posted regular positions and for the purpose of shift assignment. Their temporary service shall be recognized in relation to other employees when applying for posted vacancies and for the purpose of shift assignment. Temporary service shall be recorded on the basis of days worked and the record shall be sent to the Union and posted on all bulletin boards semi-annually on or before May 31st and November 30th of each year.

b) This seniority date shall be calculated by counting back from the closing date of the competition for the posted regular position the number of working days equivalent to the employee's total accumulated days of service.

c) Temporary employees who are subsequently appointed in accordance with Article 16 shall be accorded seniority backdated to the date that the employee's continuous service commenced.

15.03 Seniority List

Up-to-date seniority lists of all employees showing the position of each employee shall be sent to the Union and posted on all bulletin boards in May and November of each year.

15.04 Probationary Employees

a) After completion of the probationary period, employees having continuous service status shall be accorded seniority back-dated to the date that the employee's continuous service commenced.

b) After completion of the probationary period, the seniority date for employees who do not have continuous service status shall be effective from the original date of appointment of the posted position.

c) For purposes of competition only, the seniority date for employees having continuous service status shall be calculated from the date that the employee's continuous service commenced.

15.05 Loss of Seniority

a) An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

b) An employee shall lose seniority rights and no longer be in the employ of the Board in the event of:

1. discharge for just cause and without reinstatement
2. resignation
3. absence from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible
4. failure to return to work within ten (10) working days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of a current address.
5. layoff for a period longer than twenty-four (24) months
6. after twelve (12) months in an excluded position.

15.06 Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit the employee's seniority shall be retained for a period of twelve (12) months and their position will be posted temporarily. Such employee shall have the right to compete for posted vacancies within the bargaining unit during this twelve (12) month period or return to the employee's former position. The employee shall not accrue seniority during the period of the appointment to a position outside the bargaining unit. After the twelve (12) month period the employee's seniority within the bargaining unit is lost.

15.07 Seniority Accrual

A regular employee who is on leave of absence without pay in accordance with Article 24.03 shall continue to accrue seniority with benefit entitlement continued at full cost to the employee during the leave period.

15.08 Determination of Seniority

The Board and the Union agree that for the purpose of determining the seniority date of persons hired on the same day, the following procedure will apply in the order stated:

a) continuous service date

b) total temporary service

c) date of hire

d) where further differentiation is required a shop steward will select the name by draw.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01

In making promotions, transfers or filling vacancies, the most senior qualified applicant will be selected on the basis of the skill, knowledge and ability required for the position.

16.02

All appointments to regular positions shall be for a trial or probationary period of three (3) months during which the employee works from the date of appointment. If an extension of the trial or probationary period is required, it shall be by mutual agreement between the Board and the Union. A trial period shall only occur when there is an occupational change.

16.03

Regular employees shall serve a trial period as per Article 16.02. If the staff change is not confirmed, the appointee shall revert to the position held prior to the staff change.

16.04

Temporary employees shall serve a probationary period as per Article 16.02. Such employees may be terminated at any time during the probationary period, for just and reasonable cause.

16.05

An employee's continuous temporary employment shall count toward the trial or probationary period if subsequently appointed to the same position.

16.06 Information on Postings

Postings shall contain at least the following information:

a) Job Title
b) School or Department
c) Qualifications
d) Duties and Responsibilities
e) Rate of Pay
f) Hours of Work
g) Shift
h) Closing Date

16.07

The Recording Secretary of the Union shall be notified in writing within ten (10) working days of all vacancies or new positions within the bargaining unit. Such vacancies or new positions shall be posted for a period of five (5) working days before an appointment is made. Employees will be notified of competition results within fifteen (15) working days where it is reasonably possible. The posting of vacant positions shall not be unduly delayed.

16.08

In circumstances where the annual allotment of working hours for an existing regular position increases in excess of three (3) hours per week, the position shall be posted.

16.09

A temporary vacancy is a vacancy to a position for a specified term not to exceed twelve (12) continuous months. Providing they are qualified, regular employees may be temporarily appointed with their consent, to a position for a specified term not to exceed twelve (12) continuous months. Upon completion of the temporary assignment the employee shall return to the employee's regular position with no loss of seniority. In making temporary appointments the senior qualified employee will be selected on the basis of the skill, knowledge and ability required for the position. The Employer agrees to consult with the Union with respect to the manner in which regular employees will be notified that specific temporary positions are available.

Shall the Employer post the temporary appointment as per article 16.07, the senior qualified employee will be selected on the basis of the skill, knowledge and ability required for the position. When filing temporary vacancies, in accordance with Article 17.05(a), the Employer will give first preference to regular employees on layoff, if qualified. Preference will then be given to qualified, regular employees and then to qualified, casual employees.

Where a regular employee is appointed to a temporary vacancy, the resulting vacancy shall be filled at the Employer's discretion and, upon completion of the temporary assignment, the regular employee shall be returned to their former position.

16.10 Freedom of Information

The Board shall, upon receipt of a written request from the Union, provide to the Union a copy of the short list/interview grids for the particular competition, pertaining to the successful applicant and grievor including applications and resumes if required by the Union. (Interview grids will be released by topic.)

ARTICLE 17 - LAYOFFS AND RECALLS

17.01

A layoff is defined as a reduction in the work force. A reduction in the regular weekly hours of work shall also constitute a layoff, with the exception of the Bus Driver classification and all school-based classifications in which case a reduction in hours exceeding thirty (30%) percent of their regular weekly hours shall constitute a layoff.

17.02

The Board shall notify regular or probationary employees who are to be laid off ten (10) working days before the layoff is to be effective. Employees that have not had the opportunity to work ten (10) days after notice of layoff shall be paid in lieu of work for that part of the ten (10) days during which work was not made available.

17.03

The Employer shall identify the employee to be laid off, together with the classification and department.

17.04

A regular employee, if qualified, may exercise the employee's seniority rights to bump bargaining-unit-wide to the equivalent or lower pay level. The Employer must be notified, by the Union or the employee within five (5) working days of where the bumping will occur, unless such notice is not reasonably possible.

17.05

Regular employees shall be recalled in the order of their seniority if qualified. A list of laid off employees shall be kept and the Employer shall notify said employees in writing to report for work. If, however, the employee fails to report for work after being duly notified, in accordance with Article 15.05 (b) (4), their names shall be stricken from the list. An employee shall not be required to accept recall to a position with hours less than the hours provided in their pre-layoff employment.

a) Regular employees on layoff shall be given first preference for temporary assignments on a seniority basis, if qualified. There shall be no bumping allowed between temporary positions. Rejection of a temporary assignment shall not affect the recall period or right to recall. If a temporary assignment is accepted, the balance of the employee's recall period will be suspended for the period of the temporary assignment.

b) All positions shall be posted through regular posting procedures. Any vacancies remaining unfilled by the competition process, shall be filled by the recall process, and those qualified employees with recall rights shall be the first hired for such vacancies.

c) If an employee has been bumped/laid off and the position which they have been bumped/laid off from comes open within fifty (50) working days from the time of being bumped/laid off, then that employee has the right of first refusal to revert to their former position.

17.06

Regular employees who have been laid off shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits during the recall period, as defined in 17.07 below, by paying the full cost of such benefits to the Board.

17.07

No new employees will be hired to fill a vacancy until regular employees who have been laid off, or who have been terminated for other than just and reasonable cause, and who are "qualified" to fill the vacancy have been given an opportunity for re-employment. This provision shall apply for a period of twenty-four (24) months from the day of layoff.

ARTICLE 18 - HOURS OF WORK

18.01 Hours of work

a) The forty (40) hour working week is to be the established policy of the Board for all employees and except as otherwise qualified below, each day shall be of eight (8) continuous hours except for the interruption of time (not to count as work time) for meals.

b) Clerical staff shall work a thirty-five (35) hour week, consisting of seven (7) consecutive hours per day exclusive of meal times, between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday inclusive.

c) When the Employer is desirous of establishing clerical shifts outside of the above hours, it shall be by mutual agreement between the parties.

18.02 Shifts for 18.01 (a) above shall be as follows:

a) Day shifts shall be eight (8) hours of work exclusive of meal times, scheduled between the hours of 6:00 a.m. and 5:30 p.m.

b) Afternoon shifts shall be eight (8) hours of work inclusive of one-half (½) hour for meal times, scheduled between the hours of 2:30 p.m. and 1:00 a.m.

c) Night shifts shall be eight (8) hours of work inclusive of one-half (½) hour for meal times, scheduled between the hours of 11:00 p.m. and 9:00 a.m.

18.03

All personnel shall work five (5) consecutive days according to posting and Board policy, with the understanding that where the conditions of a special job require it, the work week may be changed for short periods of time. Except in emergent circumstances, notice of such change will be given not later than quitting time one (1) week in advance.

18.04

All employees, except those listed in (a), employed on a part-time basis shall be paid a minimum of four (4) hours per day.

a) The following classifications:

1. supervision aides
2. crossing guards
3. small schools with fewer than seventy-five (75) students in which case a two (2) hour minimum will apply
4. school food program planner
5. cafeteria attendants
6. other positions by mutual agreement will be paid for actual hours worked except for 18.04 a) 3. above.

b) The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period.

c) Bus drivers are exempt from the requirement for consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours. This does not preclude the Article 18.05 provision.

d) Where posting of additional hours is required, additional hours of less than four hours may be posted as “additional hours” and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the Collective Agreement.

e) While the School Food Program Planner and Cafeteria Attendant are exempt from the four (4) hour minimum it is agreed that the Union and the Employer will attempt to bring these positions into the four (4) hour minimum with the understanding that the requirement for consecutive hours may not apply.

18.05 Transportation

a) Transportation of School District No. 68 (Nanaimo-Ladysmith) students on either society-owned buses or the alternate school buses shall be carried out by CUPE Local 606 drivers or professional drivers only, except where otherwise mutually agreed upon by the parties.

b) School Bus Drivers employed on a part-time basis shall be employed school days only, and as and if required on other occasions.

c) The Employer shall attempt to provide regular drivers with the opportunity to work a forty (40) hour week.

d) Pay for weekend work for regular drivers shall be:

1. twenty-eight ($0.28) cents per hour premium

2. The first eight (8) hours on a Saturday or Sunday will be paid at straight time, plus the premium. All time worked beyond the eight (8) hours shall be paid at time and one-half (1½) for the 9th, 10th, 11th hours worked and double time (2x) thereafter.

3. For ski trips - the driver shall be paid a maximum of twelve work hours paid as follows:

Eight (8) hours of regular time equals eight (8) hours
Three (3) hours of time and one-half (1 ½) equals four and one-half (4.5) hours.
One hour of double time equals two hours.

The total equals fourteen and one-half (14.5) hours towards a forty (40) hour week. The driver then has twenty-five and one-half (25.5) hours to fill for the rest of the week.

18.06

Recognizing the desirability of adequate levels of relatively constant income, the Board shall continue to seek to provide supplemental assignments, within the framework of operational needs, to augment the earnings of those regular employees who request such additional opportunities.

a) Regular employees shall have the opportunity to add their name to a supplemental list for the purpose of indicating their interest in supplementing their work assignments.

b) The Board will post the supplemental list on all bulletin boards and send a copy to the Union on March 1st each year.

c) Employees who have had their hours of work reduced shall have the option of having their name added to the supplemental list and their name will appear on the next circulated list.

d) Employees are required to advise Human Resources of the times when they are not available for supplemental work.

18.07 Rest Periods

An employee shall be allowed a fifteen (15) minute paid rest period at the work site in each of the first half and the second half of a full-time shift. An employee working

less than a full-time shift shall have one (1) paid rest period during each continuous three-and-one-half (3½) or four (4) hours of regular working time.

18.08 Split Shifts

Where an employee works a split shift, the period during which the employee's regular hours of work may be performed shall be limited to the twelve (12) hours immediately following commencement of the shift. Any regular time worked beyond that period shall be paid at the appropriate overtime rate.

18.09 Staff Development

The parties will establish a Joint Staff Development Committee composed of two (2) management and two (2) union appointees. The Committee shall recommend to the District Superintendent or designate, opportunities for staff development activities on the two (2) designated Professional Development days as set out in the School Calendar Year.

The District will inform the Committee of the amount of funds available for the purposes of staff development. The Committee will determine the allocation of the available funds.

Effective July 1, 2020, the available amount indicated by the District will be supplemented by an additional $5,978 per year.

a) Professional Development Days

The Employer shall provide a minimum of two (2) paid professional development days per school year for all employees. Employees shall be paid for their actual hours in attendance or their regularly scheduled hours of work, whichever is greater.

Staff professional development activities are defined as those activities which are job related and/or enhance an employee's relevant individual and workplace effectiveness.

b) Non-Instructional Days

As of January 25, 2023, the Employer shall provide three (3) paid non-instructional days per school year as set out in the School Calendar Year in accordance with the following criteria:

- The three (3) non-instructional days apply to 10-month employees only.
- The three (3) non-instructional days are intended for employees to participate in directed work which is consistent with the employee's job classification.

Employees shall be paid for their actual hours in attendance or their regularly scheduled hours of work, whichever is greater.

18.10 Field Trips Applicable to Education Assistants

When an Education Assistant/Supervision Aide has agreed, and it is pre-authorized by the School Principal that the Education Assistant participate in field trips which extend beyond the Education Assistant's regular hours of work, the Education Assistant shall receive compensatory time off. Compensatory time shall be accrued at the appropriate overtime rate and shall be taken in blocks at a time which is mutually acceptable to the School Principal and the Education Assistant.

Compensatory time not taken prior to June 30th of the year shall be paid out at the appropriate rate.

18.11 Flex Time for Community School Coordinators and Child, Youth & Family Support Workers

a) A "flex" time approach to daily work for Community School Coordinators and Child, Youth & Family Support Workers is recognized by the Employer and the Union. Employees may start and finish at flexible hours to match their schedules. Work hours are to be recorded in a format designated by the School Administrator. The hours of work on average may not exceed eight (8) hours per day, forty (40) hours per week within five (5) consecutive days.

b) It is recognized and understood the employees may be required to work on occasion hours of work outside those noted in a) above. It is further understood that this flex time approach is by joint agreement between the Union and the Employer. The operation of this Article shall be reviewed quarterly, jointly by the Union and the Employer.

c) Weekend Work

No employee shall be required to work more than thirty-five percent (35%) of their weekly hours or twenty-five percent (25%) of their monthly hours on weekends. No employee shall be required to work on two (2) consecutive weekends except by mutual agreement between the employee and the School Administrator.

d) Flex time is to be distinguished from overtime in that flex time is accumulated as straight time as follows:

1. Accumulated flex time is to be taken as soon as possible following the date on which the flex time was worked. Time taken must have the approval of the School Administrator.

2. Accumulated flex time may be taken off up to one (1) day at a time. The running total of flex time may be accumulated to a maximum of seventy (70) hours only in the calendar year July 1st to June 30th. Any employee who has accumulated the maximum shall be notified in writing.

3. Instead of cash payment for flex time, an employee shall receive equivalent time off in the calendar year. An employee terminating employment shall be entitled to cash payment of accumulated flex time to a maximum of seventy (70) hours.

4. Any accumulation of flex time not utilized by June 30th of the year shall be lost.

e) All time worked in excess of two thousand eighty (2080) hours as reconciled by June 30th shall be compensated for at overtime rates.

f) All other provisions of the Collective Agreement shall apply.

g) This article is subject to the Grievance and Arbitration process.

18.12 Banked Time

a) An employee who with the approval of the employee's supervisor agrees to work beyond the employee's normal hours of work may choose:

1. to be paid at the appropriate rate or,
2. to bank at the equivalent amount of time.

b) An employee who chooses to bank the time shall record the time in a log approved by the supervisor. Time worked beyond the daily or weekly hours specified in 18.01, shall be recorded at the appropriate overtime rate as per Article 19.

c) Banked overtime shall be drawn from the bank at times mutually agreed upon by the supervisor and the employee.

d) Should the employee move to a position at a different location, the employee shall make every effort to draw the banked time prior to relocating. Time not drawn from the bank shall be carried forward in the log to the new location.

e) Should the employee resign or retire, every effort shall be made by the supervisor and the employee to ensure that any banked time is drawn prior to the retirement or resignation date. If it is not possible to draw all of the banked time, the employee shall be paid the appropriate rate for the time remaining in the log.

f) The employee and supervisor shall make every effort to draw all of the banked time prior to June 30th of each year. Time banked over the previous twelve (12) months that has not been drawn prior to June 30th of the year shall be paid at the appropriate rate of the pay at the next pay period.

ARTICLE 19 - CALL OUT AND OVERTIME

19.01

All personnel called out for special or emergency work shall be paid a minimum of four (4) hours pay at the appropriate rate. A call out occurs only when an employee is brought back to work after having officially completed the employee's duties for the day or the week and has left the job in a normal manner.

19.02

All overtime worked must be authorized in advance by the employee's Supervisor and shall be paid for at the rate of time and one-half (1½x) for the first three (3) hours and double time (2x) thereafter. Double time (2x) shall be paid for Sundays. The employer will provide confirmation in writing of overtime worked within five (5) days of the work being done.

19.03

Any time worked on a Statutory Holiday shall be paid at the rate of double time (2x) in addition to the employee's regular pay.

ARTICLE 20 - ALLOWANCES

20.01 Shift Allowances

Personnel employed on shift after 4:00 p.m., or on Saturday, shall be paid twenty-eight ($.28) cents per hour, personnel employed after midnight shall be paid thirty-two ($.32) cents per hour for the duration of the period actually on shift.

As of July 1, 2020, the allowance for a shift after 4:00 p.m. or on Saturday will increase to forty ($.40) cents per hour and the allowance for a shift after midnight will increase to forty-five ($.45) cents per hour.

Only one (1) rate will be paid per shift worked and this rate will be that applying to the majority of hours worked.

20.02 Lead Hand Allowance

A Lead Hand, designated as such by an authorized representative of the Board, shall be paid a Lead Hand Allowance of fifty ($0.50) cents per hour.

20.03 Foreman's Allowance

A Foreman, designated as such by an authorized representative of the Board, shall be paid an allowance of one dollar and fifty-two cents ($1.52) per hour. As of July 1, 2020, this allowance will increase to one dollar and seventy-five cents ($1.75) per hour.

20.04 General Foreman's Allowance

A General Foreman, designated as such by an authorized representative of the Board, shall be paid an allowance on the base rate of two dollars and eighty-five cents ($2.85) per hour above the highest paid employee’s base rate within the General Foreman’s area of responsibility.

During the term of this Agreement changes in the General Foreman’s responsibilities will not adversely affect the General Foreman’s premium.

20.05 First Aid Allowances

a) A regular employee in possession of a valid Level 1 First Aid Certificate and agrees to be designated as a Level I First Aid Attendant by an authorized representative of the Board shall be paid an allowance of forty ($.40) cents per hour. As of July 1, 2020, this allowance will increase to fifty ($.50) cents per hour.

b) A regular employee in possession of a valid Level II First Aid Certificate and agrees to be designated as a Level II First Aid Attendant by an authorized representative of the Board, shall be paid an allowance of one ($1.00) dollar per hour. As of July 1, 2020, this allowance will increase to one dollar and ten cents ($1.10) per hour.

c) Where an employee is not willing or able to fill the position of First Aid Attendant, the responsibility will rest with the Board to provide adequate coverage. It is understood that First Aid Attendants are responsible for administering first aid to employees only, as defined by Health & Safety regulations.

d) A regular employee who voluntarily agrees to be designated to obtain a Level I or II certification shall be paid for all time spent obtaining the certification. In addition, all course fees shall be paid for by the Board.

20.06 Snow Removal Allowance

An employee required to report to work prior to 6:00 a.m. for the purpose of snow removal shall receive an allowance of one (1) additional hour at the employee's regular rate of pay.

20.07 Tool Allowance

All Maintenance Tradespersons and Mechanics, with the exception of Painters, shall be required to supply and maintain their own hand tools and shall be paid an annual allowance of two-hundred and twenty-five ($225.00) dollars and five-hundred ($500.00) dollars, respectively, on the first pay in December of each year.

As of July 1, 2020, this allowance will increase to three hundred dollars ($300.00) and six hundred dollars ($600), respectively, and will be paid on the first pay in December of each year.

20.08 Bilingual Premium

Any employee who is required as a part of their job to be bilingual, shall be paid a premium of twenty-eight ($0.28) cents per hour as a result of this qualification. As of July 1, 2020, this allowance will increase to forty ($.40) cents per hour. The Union will be notified in advance of any such positions.

20.09 Use of Personal Vehicles

a) Employees who are required by the Employer to use their personal vehicles to perform their duties six (6) days or more per month and who

require “business” insurance as a result shall be reimbursed the difference between the cost of the business insurance and the cost of the “to/from work” ICBC car insurance coverage.

b) Private Vehicle Damage

Where an employee’s vehicle is damaged at a worksite or an approved school function or as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of six hundred dollars ($600).

20.10 Asbestos Removal Allowance

Any employee who, as part of their job or a special project is required to do asbestos removal under the guidelines of the *WCB Act/Regulations,* shall be paid a premium of one dollar and thirty-six cents ($1.36) per hour while performing this task. No employee shall be required to perform asbestos removal where that employee deems it unsafe to do so.

20.11 Electrical General Foreman

As an authorized representative of the Board, the Electrical General Foreman will be paid an additional allowance of one dollar and sixty-two cents ($1.62) per hour for obtaining and maintaining an Electrical Contractor’s license annually.

20.12 Sign Language Premium

Any employee who as part of their job, is required to use sign language shall be paid a premium as per the wage schedule.

20.13 Boot/Safety Footwear Allowance

Regular maintenance, regular grounds, and regular cartage employees, that require safety footwear to perform their job duties, will be granted up to two hundred fifty ($250.00) dollars per year with receipt.

20.14 Safety Footwear Allowance

Regular bus drivers, regular custodial employees, regular cafeteria attendants, and regular chef’s teaching assistants will be granted up to one hundred fifty ($150.00) dollars per year for supportive footwear with receipt.

20.15 Labour Market Adjustment

The following hard to recruit positions shall be paid a Labour Market Adjustment over their base rate of pay. As of July 1, 2023, the new Labour Market Adjustment will replace any existing Labour Market Adjustments currently in place.

Premium (on occupation codes)	July 1, 2023
Mechanic Bus Driver	$2.00
Environmental Technician/HVAC-R	$5.00
Facilities Planner	$5.00
Building Technician	$4.25
Capital Projects Coordinator	$4.25
Information Technology	$0.25
Payroll	$1.00
Clerical 12-months	$0.25
Clerical 10-month plus	$0.25
Clerical 10-month	$0.25
Strong Start Facilities	$0.25
Child, Youth, Family Support Workers/Inclusion Support Workers	$0.25
HVAC-R	$2.00

ARTICLE 21 - HOLIDAYS

21.01

Regular Full-Time and Part-Time employees shall be entitled to the following Statutory Holidays with pay:

New Year's Day	British Columbia Day
BC Family Day	Truth and Reconciliation Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

and any other day proclaimed by the Federal or Provincial Governments. In the event that the provincial government declares Truth and Reconciliation Day as a

different day than the federal government, the parties agree that only the provincial holiday will be observed. If Easter Monday is a school day, the holiday will occur on the last Monday in March.

21.02

Temporary employees shall be paid four and eight-tenths (4.8%) percent of their regular rate of pay on each pay cheque in lieu of statutory holiday pay.

21.03

Regular part-time employees who also work temporary hours will be entitled to statutory holidays with pay at the hours of their regular assignment. Additionally, they would be paid the four and eight-tenths (4.8%) percent for any temporary hours they worked.

21.04

When any of the above-noted holidays fall on a Saturday or Sunday and are not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement. Alternate arrangements to the above may be made by mutual agreement between the parties.

ARTICLE 22 - VACATIONS

22.01

Except as noted in (22.04) below, annual vacations will be granted in the year of the employee's anniversary, at the employee's regular rate of pay, on the following basis:

a) Employees who have not completed one (1) year of employment will receive six (6%) percent of the employee's earnings.

b) Employees with one (1) or more calendar years of continuous service shall receive fifteen (15) working days at the employee's regular rate of pay.

c) Employees with six (6) or more calendar years of continuous service shall receive twenty (20) working days at the employee's regular rate of pay.

d) Employees with twelve (12) or more calendar years of continuous service shall receive twenty-five (25) working days at the employee's regular rate of pay.

e) Employees with twenty-three (23) or more calendar years of service shall receive thirty (30) working days vacation effective July 1994.

22.02

Commencing the twenty-fourth (24th) year of service employees will receive one (1) additional day's vacation for each year of service to a maximum of five (5) days, effective July 1994.

22.03

Vacations will be taken at a time most convenient to the operation of the School District and not later than June 30th in the year of eligibility, except that employees listed in Article 18.01 a) and b) shall have the option of not less than one (1) week to be taken at the employee's discretion. Employees listed in Article 18.01 a) and b) shall, if they so desire, use their vacations when schools recess for Christmas and Easter breaks. This option shall not affect their option of taking one (1) week at their discretion. Vacation time shall not be cumulative from year to year except by mutual agreement of the parties.

22.04

Notwithstanding the foregoing, no employee shall receive less than six (6%) percent, eight (8%) percent, ten (10%) percent or twelve (12%) percent of the employee’s earnings, depending on the employee's entitlement as provided above.

22.05

Employees who become eligible for an additional week's vacation in any year will be eligible for the additional vacation after their anniversary date in that year.

22.06

Vacation pay for those Regular Employees who work in different positions will be based upon a prorating of their time worked in each position.

22.07

a) The Employer agrees to give consideration to ten (10) month employees who wish to take their vacation pay at Christmas and Spring Breaks, and any Non-Instructional Day, up to their total vacation entitlement but have not yet accrued this amount. If the employee leaves employment with the district prior to earning the vacation time noted in the clause, the employee shall reimburse the District.
b) The Employer agrees to give consideration to twelve (12) month employees who wish to take their vacation pay at Christmas and Spring Break, and any Non-Instructional Day, up to their total vacation entitlement to June 30 of the same year but have not yet accrued this amount. If the employee leaves employment with the district prior to earning the vacation time noted in the clause, the employee shall reimburse the District.

22.08

The amount of vacation accrued to an employee's credit shall be included on their pay stub each pay period.

ARTICLE 23 - SICK LEAVE PROVISIONS

23.01

After completion of three (3) months continuous service all employees shall be entitled to sick leave with pay at the employee's regular rate of pay, accumulative at the rate of one and one-half (1½) days per month of service to a maximum accumulation of one hundred twenty (120) work days.

23.02

Sick leave with pay will only be granted because of sickness, health reasons, or accident. An employee may be required to provide a medical certificate or proof of other appointments necessitating sick leave. The Employer agrees to pay for any medical certificate or appointment costs.

23.03

The amount of sick leave accrued to an employee's credit shall be included on their pay stub each pay period.

23.04

Employees will notify their supervisor as soon as possible if they are to be absent from duty because of sickness, health reasons or accidents, and are expected to give their supervisor twelve (12) hours notice of their anticipated return to work.

23.05

A sick leave bank will be established as follows:

a) Each regular employee shall contribute annually a sufficient number of days to maintain the bank at five hundred (500) days.

b) Applications for allotments from the sick leave bank may be made by regular employees who have suffered a major illness or a major injury which is not compensable under the *Workers' Compensation Act*, and such applications shall be submitted in writing to both the Union and the Board and shall be subject to the approval of both parties.

c) Approval will not be given for an allotment from the sick leave bank until such time as the employee concerned has exhausted the employee's entire current and accrued sick leave allotment and in addition has absorbed five (5) full working days off without pay.

d) No allotment from the sick leave bank shall exceed one hundred twenty-five (125) days.

23.06

Upon layoff exceeding twenty-four (24) months, resignation, retirement, or death of any employee, one-third (1/3) of accrued sick leave is to be paid but only after five (5) years of continuous service.

23.07

Except as provided for in 23.06 above, all sick leave credits are cancelled upon termination of employment unless the employee is re-engaged within twenty-four (24) months.

23.08

Where no one other than the employee can provide for the needs during illness of an immediate member of the employee's family as defined in Article 24.08, an employee may request up to a maximum of six (6) accumulated sick leave days per year for this purpose. Approval is required from both the Board and the Union. To comply with legislation in regards to the Employment Insurance Act, such leave shall not exceed six (6) days per year.

23.09

The total credits used or contributed per year under Articles 23.05 and 23.08 must not be in excess of the number of days required to retain a balance of one (1) day of paid sick leave credits per month (or twelve (12) per year) of service, to be used only in the case of the insured persons own illness or injury.

ARTICLE 24 - LEAVE OF ABSENCE

24.01

Where leaves of absence are granted, on return to work the employee shall revert to the employee's former position. If the former position no longer exists, the employee shall be placed in a position of equal classification, or if none is available, a position of lesser classification.

24.02 Executive CUPE Local 606/Executive Assistant

a) Upon the request of the Union, the Board shall grant to a member(s) of the Union, a leave for a specified term.

b) For the purposes of pension, sick leave and seniority, the Union member(s) shall be deemed to be in the full employ of the Board. The rates of pay and hours of work shall be established by the Union and shall be the criteria for determining entitlement to all benefits in the Collective Agreement, including

pension, to the extent permitted by Municipal Pension Plan. The Union will reimburse the Board for such salary plus twenty (20%) percent to cover the Board's share of benefits and pension costs upon receipt of a monthly statement from the Board. The Parties agree to jointly make every reasonable effort to ensure the fulfilment of Article 24.02 a) in regards to eligibility under the Municipal Pension Plan.

c) The President shall inform the Secretary-Treasurer of the number of days or partial days, if any, that the member(s) was absent from executive duties due to illness. Such days or partial days shall be deducted from the member's(s') accumulated sick leave credits.

24.03 Leave for Local, CUPE BC, CUPE National, Canadian Labour Congress Business

a) Upon receipt of a letter of authorization from the Union to the Superintendent or designate, an employee covered by this Agreement who holds an executive position, excluding those listed in Article 24.02, with or who is serving on a committee or task force of:

- the Local
- CUPE BC
- CUPE National
- Canadian Labour Congress

shall be entitled to a leave of absence in accordance with this Article 24.03 in order to carry out such duties.

b) The numbers of employees granted leave at the same time and the accumulated duration of such leaves granted pursuant to Article 24.03 shall not unduly disrupt the activities of the school(s) or department(s) concerned. The number would be determined, if necessary, after discussion between the Superintendent or designate and the President of the Union. If a leave is to be denied pursuant to Article 24.03, the President of the Union shall be advised.

c) Leave pursuant to this Article 24.03 shall be subject to the payment to the Board of the full costs of such employee's salary plus thirty (30%) percent to cover the Board's share of benefits and pension costs, upon receipt of a monthly statement from the Board.

24.04 Leave for Full-Time Position with CUPE BC, CUPE National, Canadian Labour Congress

If an employee is elected or appointed to a full-time position with CUPE BC, CUPE National, or the Canadian Labour Congress, leave of absence without pay shall be granted for the duration of that employee's term of office or appointment.

24.05 Union Conventions

Leave without pay shall be granted to not more than six (6) representatives of the Union to attend conventions and seminars. The total absence allowed shall not

exceed ninety (90) working days per year to attend Union conventions and seminars. The Union shall give as much notice as possible and it is understood that the number of delegates from one school or department shall not hinder the work to be done.

24.06 Public Office

Upon request to the Board, an employee who is:

a) a candidate in a federal, provincial or municipal election
b) elected to a federal, provincial or municipal office

shall be granted leave of absence without pay. Such leave shall be renewed following a request from the employee who is involved in an elected position, and may be renewed following a request from the employee during the term of office of an appointed position. The maximum period of leave granted under this Article shall be five (5) years. This Article shall not apply to full-time partial day leaves.

24.07 Court Leave

a) The Human Resources Department shall grant leave of absence without loss of pay to a regular employee, other than a regular employee on leave of absence without pay, who is required:

1. to serve on a jury,

2. by subpoena or summons to attend as a witness in any proceeding held:

i) in or under the authority of a court of justice
ii)before a court, judge, justice, magistrate or coroner
iii) before a legislative body or any committee that is authorized by law to compel the attendance of the witness before it
iv) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of the witness before it.

b) Unless otherwise prescribed, a regular employee in receipt of earnings while serving at court shall remit to the Board all monies paid to the employee by the court, except travelling and meal allowances not reimbursed by the Board.

c) Time spent in court actions arising from employment, requiring attendance at court shall be with pay.

d) Time spent at court by a regular employee in the employee's official capacity shall be with pay.

e) With the exception of (c) and (d) above, in cases where a regular employee is a plaintiff, a defendant, or an accused, such leave to attend at court shall be without pay.

24.08 Bereavement Leave

The Human Resources Department shall grant up to three (3) days leave, with pay, in the case of death in the immediate family. "Immediate Family" is defined as spouse, including common-law spouse/same sex partner, children, (including step-children), parents, (including step-parents), sisters, brothers, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, and father-in-law. Special consideration may be given by the Superintendent or designate in other cases of bereavement on request.

24.09 Special Leave

The Human Resources Department may grant a leave of absence, not to exceed six (6) months, without pay and without loss of seniority, to any regular employee requesting such leave for good and sufficient cause. Requests for leave in excess of six (6) months shall be submitted in writing to the Executive Director of Human Resources or designate. Operational needs will be a determining factor in the decision to grant or deny a request for a leave of absence.

Regular employees who have been granted special leave in excess of one (1) month shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits during the period of leave by paying the full cost of such benefits to the Board.

24.10 Pregnancy Leave

Upon request, a pregnant employee will be granted unpaid leave for a period of a minimum of seventeen weeks (17) consecutive weeks, or such longer period as mutually agreed between the employee and the Board. Such employee shall also be entitled to Parental Leave pursuant to Article 24.13.

The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than eleven (11) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date.

The request to take pregnancy leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and include the probable birth date.

An employee, on commencement of pregnancy leave, shall provide the School District with the employee’s return to work date.

The period of pregnancy leave shall be any period of Parental Leave under the provisions of Article 24.13.

Pregnancy leave may be extended for up to an additional six (6) consecutive weeks or such longer period as deemed necessary, for illness of the newborn child(ren) or for reasons related to the birth or the termination of the pregnancy, where a doctor’s certificate is presented.

24.11 Early Return and Emergency Situations

In the case of an incomplete pregnancy, death of a child or other special

situation, an employee may return to work earlier than provided in the agreed-upon leave provided that a minimum of ten (10) working days written notice is given to the School District.

The employee intending to make an early return to work will submit a written application together with a medical certificate stating that the employee is fit to return to work.

24.12 Adoption Leave

Upon request, an employee shall be granted an unpaid leave of absence for up to eighteen (18) weeks following the adoption of a child. Such employee shall also be entitled to Parental Leave pursuant to Article 24.13. The employee shall furnish proof of adoption.

When both parents are employees of the School District, the total period of adoption leave to be taken by either or both parents is eighteen (18) weeks. Leave shall only be granted to one (1) employee parent at a time. The parents shall decide the periods which either or both of them will take the leave, subject to the agreement of the District.

24.13 Parental Leave

A birth mother is entitled to an additional thirty-five (35) consecutive weeks of unpaid leave. A birth father and an adopting parent are entitled to up to thirty-seven (37) consecutive weeks of unpaid leave**.**

a) for a birth mother immediately after the end of the pregnancy leave unless the employee and the District agreed otherwise,

b) for a birth father, leave must commence within fifty-two (52) weeks after the birth of the child, and,

c) for an adopting parent within fifty-two (52) weeks after the child is placed with the parent,

d) where both parents are employees of the School District, the employees shall determine the apportionment of Parental Leave between them, subject to the agreement of the School District. The total Parental Leave when shared between both parents shall not exceed thirty-seven (37) weeks.

e) The request to take Parental Leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and be accompanied by:

1. a certificate from a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren); or

2. a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5)

additional weeks of unpaid leave, beginning immediately after the end of the leave taken under this provision.

The employee shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits during their pregnancy and parental leave at the Board's expense.

24.14 Extended Pregnancy/Parental Leave

Upon written request, at least ten (10) working days prior to the expiration of pregnancy leave and/or parental leave, an additional leave of absence without pay and without loss of seniority, shall be granted to a maximum of twelve (12) months.

The employee shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits by paying the full cost of such benefits to the Board.

The employee returning to work after extended pregnancy/parental leave shall provide the School District with at least ten (10) working days notice of intent.

On return from extended pregnancy/parental leave, the employee shall return to the position previously held by the employee.

24.15 Compassionate Care Leave

Compassionate Care Leave shall be granted in accordance with the Employment Standards Act. **Hyperlink to the Employment Standards Act.**

24.16 Domestic Violence Leave

a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

b) Workers experiencing domestic violence will be able to take five (5) days of paid leave (utilizing their sick leave), for attendance at medical appointments, legal proceedings, and any other necessary activities. This leave will be in conjunction with existing leave entitlements and may be taken as consecutive or single days, or as a fraction of a day, upon approval. Employees that have exhausted their sick leave can utilize their vacation or will be provided time off without pay.

c) The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

24.17 Cultural Leave for Indigenous Employees

1. Indigenous employees are entitled to up to two (2) days leave with pay per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.

2. A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable

nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01

Wages shall be paid in accordance with the Wage Schedule attached hereto and forming part of this Agreement. The indication of a job and accompanying wage rate in the Wage Schedule shall not necessarily bind the Board to create or fill such a position.

25.02 Gabriola Ferry Allowance

A non-resident of Gabriola Island assigned to work on Gabriola Island shall be reimbursed an amount equal to the Employee's Gabriola Ferry costs.

ARTICLE 26 - RETIREMENT BENEFIT

26.01

On reaching retirement if any employee has not taken vacation for the current year, the employee shall be paid, in lieu of such vacation, in proportion to the time worked in the year of retirement.

26.02 Retirement Without Municipal Pension Plan

a) On reaching retirement age and having completed ten (10) or more years of continuous service with the Board, all employees not covered by Municipal Pension Plan shall be granted one (1) month's extra pay, and if any employee has not taken holidays for the current year the employee shall be paid in lieu of such holidays in proportion to the time worked in the year of the employee's retirement.

b) A regular employee, not on Municipal Pension Plan, having accrued sick leave credit shall, on reaching retirement age, after having completed ten (10) years or more continuous service with the Board, receive a salary grant in lieu thereof equal to one hundred (100%) percent of such credit, or in the event of death before retirement any accrued sick leave shall be paid in cash to the employee's estate or legally authorized representative. This payment shall replace any payment to which the employee might otherwise be entitled under Article 23.06.

ARTICLE 27 - JOB CLASSIFICATION AND RECLASSIFICATION

27.01 New Classifications

New classifications created by the Employer shall have the rate of pay set by mutual agreement of the parties to this Agreement. These rates shall be jointly

negotiated by both parties prior to the position being filled. In the event of failure by the parties to reach agreement, the position may be filled and a temporary rate established by the Board, it being agreed, however, that this will not restrict the Union from proceeding to the grievance procedure and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

27.02 Job Descriptions

The Board will prepare and submit to the Union a job description for all present classifications and for any new classification developed during the term of this Agreement.

27.03 Changes in Classification

When the duties or responsibilities of any position are changed or increased during the term of this Agreement, the rate of pay and the effective date shall be subject to negotiations between the Board and the Union. If the parties are unable to agree on the rate of pay and the effective date of the job in question, such dispute shall be submitted to the grievance procedure and arbitration.

An employee whose position is believed to be not properly designated may request the Director of Labour Relations to examine the matter. Should the employee not be satisfied with the response, the question of whether or not the position is properly designated**,** and if not properly designated in which Pay Level it should be placed, may be submitted to the grievance procedure commencing at Step 2.

27.04 Job Evaluation

a) The Memorandum of Understanding (dated October 24, 1998) and the Joint Job Evaluation Program, dated September 1989 and updated/amended in January 1997 are in full force and effect.

b) The Joint Job Evaluation Committee shall meet at least monthly during the school year, except by mutual consent of the parties.

ARTICLE 28 - EMPLOYEE BENEFITS

The Parties have agreed to participate in a jointly-trusteed benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article.

Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30, 2000 and June 7, 2000 which specify the basis upon which school districts participate in the trust and as clarified in their Recommendations Regarding Outstanding Accord Matters dated March 21, 2001.

The parties further agree to participate in a government-funded, long-term disability plan and early return-to-work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.

28.01

Benefits shall be administered in accordance with the Benefits Schedule attached hereto and forming part of this Agreement.

28.02 Statutory

a) Municipal Pension Plan

All eligible employees and the Board shall contribute to the Municipal Pension Plan in accordance with the Pension (Municipal) Act.

b) Canada Pension Plan

All employees and the Board shall contribute to the Canada Pension Plan in accordance with the applicable federal statutes.

c) Employment Insurance

All employees and the Board shall contribute to the Employment Insurance Plan in accordance with the applicable federal statutes.

28.03 Health and Welfare

For probationary and regular employees whose normal assignment is twenty (20) hours or more per week, the Employer will arrange to establish and maintain group insurance policies which provide Group Life, Accidental Death and Dismemberment, Extended Health Care and Dental Insurance coverage negotiated by the parties.

For Group Life, Accidental Death and Dismemberment, and Extended Health Care Insurance coverage, enrolment shall be effective on the first (1st) day of the month following the date of commencement of service.

For Dental Insurance coverage, enrolment shall be effective on the first (1st) day of the month following completion of probation.

28.04 Medical

All regular employees that work less than twenty (20) hours per week will receive one percent (1%) of their hourly wage in lieu of benefits.

Eligible employees and dependants will be covered by the *Medical Services Plan of BC*. Effective January 1994, premiums will be borne one hundred (100%) percent by the Board.

Enrolment shall be effective on the first (1st) day of the month following the date of commencement of service.

28.05 Workers' Compensation

A regular or probationary employee injured during the course of employment with the Board, will receive full pay from the time of the accident for a period not to exceed twelve (12) months of absence. The Board will continue to pay the

employee's salary at the usual rate for this period of time and the cheque received by the employee from the *Workers' Compensation Board* is to be turned over to the Board.

28.06 Group Life and Accidental Death and Dismemberment (A.D.D.) Basic Plan

Each employee will be covered for fifty thousand ($50,000.00) dollars Group Life and fifty thousand ($50,000.00) dollars Accidental Death and Dismemberment Insurance.

28.07 Optional Group Life and A.D.D. Plan

Each employee may apply for an additional fifty thousand ($50,000.00) Group Life and fifty thousand ($50,000.00) Accidental Death and Dismemberment Insurance. This insurance requires medical evidence of insurability from each applicant and coverage will become effective only with the written approval of the insurer. No employee shall have any present benefits reduced by a change in carrier.

28.08 Cost of Group Life and A.D.D. Plans

For employees covered only by the Basic Plan, the Employer will pay one hundred (100%) percent of the cost.

For employees covered by both plans, the total cost will be shared equally between the Employer and the employee.

28.09 Extended Health Benefits

Eligible employees and dependants will be covered by a mutually acceptable extended health plan which will include a Vision Care Option. Premiums will be borne one hundred (100%) percent by the Board.

28.10 Dental

Eligible employees and dependants will be covered by a mutually acceptable dental plan. Premiums will be borne one hundred (100%) percent by the Board.

For the purpose of employees enrolling in the Dental Plan, the Plan will be re-opened at two (2) year intervals for those employees who are not covered under other Plans.

Employees who enrol at this time must continue to be enrolled during the term of their employment with the School District.

28.11 Employee Family Assistance Program

All employees are covered by the Employee Family Assistance Program (EFAP). The cost of the program shall be borne by the Board.

28.12 Long Term Disability

Eligible employees will be covered by the Public Education Benefits Trust (PEBT) LTD Plan. The Board will bear the administration cost of a LTD plan.

28.13 Spousal Benefits

For the purpose of the Article, spouse is the person to whom an employee is lawfully married, or the person with whom the employee has been co-habitating in a spouse/spousal relationship for a period of at least one year.

ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

29.01

The parties agree to cooperate in the promotion of safe work habits and safe working conditions and to adhere to the provisions of the *Workers' Compensation Act* and the *Industrial Health and Safety Regulations*.

29.02

The Occupational Health and Safety Committee shall promote safety and sanitary practices, investigate and report as soon as possible on the nature and causes of an accident or injury, in compliance with the Industrial Health and Safety Regulations.

29.03

The Union shall appoint its members to the Occupational Health and Safety Committee.

29.04 Right To Refuse or Stop Unsafe Work

a) A member of the Health and Safety Committee in conjunction with the District Occupational Health and Safety Officer shall have the right to stop any work considered unsafe or hazardous.

b) No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where the employee or a member of the Health and Safety Committee believes that it would be unsafe or unhealthy to the employee, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and/or the District Occupational Health and Safety Officer and has been satisfactorily settled.

c) The Board shall provide training in lifting of students and training in the use of appropriate mechanical lifting devices whenever it is required to effect lifting of students in a manner which reduces the risk of musculoskeletal injury to staff.

29.05 Violence in the Workplace

a) Where an employee identifies a situation or circumstance which the employee feels constitutes a risk of violence to the employee or others, the employee shall report all concerns to the employee's immediate supervisor.

b) The employee's supervisor shall investigate the employee's concerns with the assistance of the District Health and Safety Officer, with a view to resolving the employee's concerns.

c) If the concerns remain unresolved, the matter shall be referred to the District Health and Safety Committee to review and make recommendations to address the employee's concerns.

29.06 Support

a) In circumstances where preventative measures have failed to prevent a violent incident resulting in the assault of an employee at work, the employee and the employee's family shall be entitled to assistance through the Employee Assistance Program.

b) The Board shall provide reasonable, additional funding, if necessary, to the Employee Assistance Program to ensure the availability of counselling assistance to the employee and the employee's family.

29.07 Hearing Tests

The Board shall maintain a program for annual hearing test for employees who are engaged in work that potentially could cause hearing loss.

ARTICLE 30 - TECHNOLOGICAL CHANGE

30.01 Technological Change means:

a) the introduction by the Employer into the work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business, or

b) a change in the manner, method or procedure in which the Employer carries on the work, undertaking or business that is related to the introduction of that equipment or material, but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

30.02

The Board will discuss proposed technological changes with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new machinery or seek other employment. No

regular or probationary employee shall be displaced because of technological changes without having received one (1) week's notice, pay included, for each year of service, with a minimum of four (4) weeks, during which time he will be allowed up to five (5) hours a week with pay for the purpose of job interviews.

30.03

A regular employee working with video display terminals requesting temporary alternate employment, due to pregnancy, must produce a physician's certificate indicating the reason for the required change. Any change in assignment that may be accommodated shall be as selected by the Employer and paid at the classified rate for that assignment.

ARTICLE 31 - JOB SECURITY

31.01

In order to provide job security for the members of the bargaining unit, the Board will make every effort to secure the retention of the employees affected in the event of any change of the method or type of operation.

31.02

The Employer agrees that all work or services normally performed by the employees shall not be contracted, subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee if it would cause or prolong the layoff of any regular employee, or the loss of straight time work opportunity for any regular employee.

ARTICLE 32 - UNIFORM AND CLOTHING ALLOWANCE

32.01

The Board shall supply coveralls or smocks for employee use as mutually agreed.

ARTICLE 33 - GENERAL CONDITIONS

33.01 Indemnification

The Board shall be responsible for the reasonable and proper legal expenses of any employee of the Board where such expenses are incurred by the employee in respect of the employee’s defense to any charge or proceeding brought against the employee in connection with any criminal or quasi-criminal act alleged to have been committed by the employee in the course of employment with the Board and/or where such charge arose out of the proper operation by such employee of any equipment owned by the Board and where such defense resulted in the acquittal of the employee. Provided that the employee shall first obtain the written

approval of the Board as to the employee's choice of legal counsel and shall have provided the Board with full particulars of the alleged offence within a reasonable time after the charge has been laid against the employee.

33.02 Medical Examinations

New employees being hired are required to provide the Board with a medical statement certifying that the employee is physically and mentally fit for work and free of infection and contagious disease. New employees shall bear the cost of required examinations.

The Board reserves the right to require employees on staff to produce a certificate of medical fitness. In such cases, the Board will bear the cost of required examinations.

33.03 Dual Duties

a) At any time where personnel are employed on dual duties such as School Bus Driver-Front End Man, School Bus Driver-Mechanic Helper, etc., they will be paid at the School Bus Driver's rate for eight (8) hours a day during the ten (10) months of the school year (September to June). Where personnel are employed at a higher rate, such as School Bus Driver-Mechanic, they will be paid at the Mechanic's rate for eight (8) hours a day during the ten (10) months of the school year (September to June).

b) Part-time Bus Drivers working in departments other than the Transportation Department shall receive the Bus Driver's rate for the number of hours employed by the Transportation Department and the appropriate rate for the number of hours employed in another Division.

c) Work performed by employees in 33.03 a) and 33.03 b) above during July and August shall be paid in accordance with the Wage Schedule.

33.04 Marshalling Point - Areas of Work

Employees being required to move from one area of work to another by means of their own transportation after having first reported for work within the School District shall be paid at the Board mileage rate from the Employer's base of operation to the job and return and be given a reasonable time allowance for travelling when required to do so outside of their normal working hours.

33.05 Personnel Records

An employee shall have supervised access to and review the employee's personnel file.

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

No evidence from the employee's record of which the employee was not aware may be introduced as evidence in any hearing. An employee shall have the right to have copies of any material contained in the employee's personnel file.

Any cost incurred in making copies will be borne by the employee.

An acknowledgement shall be placed in the personnel file that the file was reviewed.

Where a reprimand is placed in the personnel file of an employee, the employee may elect to have the record of reprimand removed two (2) calendar years after the filing, provided that no reprimand of a similar nature has been subsequently filed.

Absences due to special leave, extended sick leave or other leave of absence shall not be included in the calculation removal of the reprimand after two (2) calendar years.

33.06 Whistle Blower Protection

No employee shall be dismissed, disciplined or penalized as a result of reporting illegal violations in connection with pollution, *WCB* regulations, theft or other illegal violations unless it is determined that the employee is in any way involved in the infraction.

33.07 Training

The Board and the Union agree to appoint three (3) members to serve on a Joint Training Implementation Committee which shall meet to draft recommendations regarding the implementation of a training program for employees, subject to available resources. These recommendations will be reviewed by the Board and the Union and will require the approval of both parties prior to implementation. Such recommendations will be presented to the parties by December 1st, 2000.

ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS

34.01

Normal working conditions presently in effect, shall continue for the duration of the Agreement, so long as they are not abused.

ARTICLE 35 - TERM OF AGREEMENT

35.01

This Agreement shall be binding and remain in full force and effect from the first (1st) day of July, 2022 to the thirtieth (30th) day of June, 2025 and shall continue from year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided for in the statutes of the Province of British Columbia.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first above written by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

Signed on Behalf of:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

Chairperson

Michele Dance

Secretary-Treasurer

Signed on Behalf of:

The Canadian Union of Public Employees, Local 606

President, Local 606

Jeff Virtanen

National Representative

WAGE SCHEDULE SCHOOL DISTRICT 68 (NANAIMO-LADYSMITH) AND CUPE 606

OCC CODE	Positions	01-Jul-22 $0.25 + 3.24%	01-Jul-23 5.5% + 1.25% COLA	01-Jul-24 2.0% + COLA TBD
LEVEL 1				
A31A	Labourer 1	$ 23.34	$ 24.92	$ 25.41
A31C	Supervision Aide	$ 23.34	$ 24.92	$ 25.41
A31G	Crossing Guard	$ 23.34	$ 24.92	$ 25.41
LEVEL 2			$ -	$ -
B32C	Bus Monitor	$ 23.94	$ 25.56	$ 26.07
LEVEL 3			$ -	$ -
C33E	Labourer 2	$ 24.57	$ 26.23	$ 26.75
LEVEL 4			$ -	$ -
D34C	Caretaker	$ 25.21	$ 26.91	$ 27.45
D34E	Library Clerk	$ 25.21	$ 26.91	$ 27.45
D34F	Responsible Adult	$ 25.21	$ 26.91	$ 27.45
LEVEL 5			$ -	$ -
E35D	Grounds Person 1	$ 25.84	$ 27.58	$ 28.14
E35H	District Library Resource Clerk	$ 25.84	$ 27.58	$ 28.14
E35G	Emergency Caretaker	$ 25.84	$ 27.58	$ 28.14
LEVEL 6			$ -	$ -
F36A	Maintenance Helper	$ 26.44	$ 28.22	$ 28.79
F36B	Courier	$ 26.44	$ 28.22	$ 28.79

F36J	School Secretary 1	$ 26.44	$ 28.22	$ 28.79
F36T	Cafeteria Attendant	$ 26.44	$ 28.22	$ 28.79
F36V	Maintenance Service Caretaker	$ 26.44	$ 28.22	$ 28.79
LEVEL 7			$ -	$ -
G37H	Central Receive/Shipping Clerk	$ 27.07	$ 28.90	$ 29.48
G37J	Admin Assistant International Student Education	$ 27.07	$ 28.90	$ 29.48
G37K	School Food Program Planner	$ 27.07	$ 28.90	$ 29.48
G37Q	Coast Salish Cultural Worker	$ 27.07	$ 28.90	$ 29.48
G37R	School Secretary 1 Records	$ 27.07	$ 28.90	$ 29.48
LEVEL 8			$ -	$ -
H38B	DAC General Secretary	$ 27.69	$ 29.56	$ 30.15
H38S	Administrative Assistant Sports Academy	$ 27.69	$ 29.56	$ 30.15
LEVEL 9			$ -	$ -
39CA	Chef's Teaching Assistant	$ 28.30	$ 30.21	$ 30.81
39CT	Computer Assist Learning Tutor	$ 28.30	$ 30.21	$ 30.81
39LT	Ab Hulquminum Language Tutor	$ 28.30	$ 30.21	$ 30.81
39SR	Student Records Clerk	$ 28.30	$ 30.21	$ 30.81
I39D	Grounds Person 2	$ 28.30	$ 30.21	$ 30.81
I39G	Education Assistant 2	$ 28.30	$ 30.21	$ 30.81
I39Q	Aboriginal Ed Tutor - Secondary	$ 28.30	$ 30.21	$ 30.81
39LT	Mandarin Support Worker	$ 28.30	$ 30.21	$ 30.81
LEVEL 10			$ -	$ -
40SS	School Secretary 2	$ 28.90	$ 30.85	$ 31.47

J40B	HR Administrative Secretary	$ 28.90	$ 30.85	$ 31.47
J40H	Secretary Occupational H&S	$ 28.90	$ 30.85	$ 31.47
J40L	Secretary Learning Alt 2	$ 28.90	$ 30.85	$ 31.47
J40M	Indigenous Cultural Student Support Worker	$ 28.90	$ 30.85	$ 31.47
J40C	Administrative Assistant - IT	$ 28.90	$ 30.85	$ 31.47
LEVEL 11			$ -	$ -
41AC	District Aboriginal Resource Coord	$ 29.55	$ 31.54	$ 32.18
41BY	Buyer	$ 29.55	$ 31.54	$ 32.18
41CW	Special Needs Comm Youth Worker	$ 29.55	$ 31.54	$ 32.18
41SF	Dispatch Coordinator - HR	$ 29.55	$ 31.54	$ 32.18
K413	Senior Library Technician	$ 29.55	$ 31.54	$ 32.18
K416	Communications Assistant	$ 29.55	$ 31.54	$ 32.18
K41A	Facilities Rental Coordinator	$ 29.55	$ 31.54	$ 32.18
K41B	Bus Driver	$ 29.55	$ 31.54	$ 32.18
K41D	Bus Driver/ Mechanic Helper	$ 29.55	$ 31.54	$ 32.18
K41E	Strong Start Facilitator	$ 29.55	$ 31.54	$ 32.18
K41M	Multimedia Designer/Specialist	$ 29.55	$ 31.54	$ 32.18
K41S	Sprinkler Mechanic	$ 29.55	$ 31.54	$ 32.18
K41U	Maintenance Office Assistant	$ 29.55	$ 31.54	$ 32.18
K41V	Bus Driver/Front End Person	$ 29.55	$ 31.54	$ 32.18
41AS	Admin Assistant Sup. Sec. Treasurer	$ 29.55	$ 31.54	$ 32.18
41LS	Admin Assistant Central Registration	$ 29.55	$ 31.54	$ 32.18
K41R	Dispatch Coordinator - Transportation	$ 29.55	$ 31.54	$ 32.18

41SI	Student Information System Support 1	$ 29.55	$ 31.54	$ 32.18
K41L	Bus Driver/Courier	$ 29.55	$ 31.54	$ 32.18
LEVEL 12			$ -	$ -
42SS	School Secretary 3	$ 30.18	$ 32.22	$ 32.86
42AA	Administrative Assistant II - Indigenous Education	$ 30.18	$ 32.22	$ 32.86
42LA	Secretary - Learning Alt 3	$ 30.18	$ 32.22	$ 32.86
42IS	Admin Assistant II - International Student Education	$ 30.18	$ 32.22	$ 32.86
L42C	Welder Fabricator B	$ 30.18	$ 32.22	$ 32.86
L42D	Human Resources Assistant	$ 30.18	$ 32.22	$ 32.86
L42E	Finance Assistant	$ 30.18	$ 32.22	$ 32.86
L42F	Grounds Person 3	$ 30.18	$ 32.22	$ 32.86
L42Q	Building Technician	$ 30.18	$ 32.22	$ 32.86
O42A	CUPE Executive Assistant	$ 30.18	$ 32.22	$ 32.86
L42K	EA - Specialized Communications	$ 30.18	$ 32.22	$ 32.86
L42N	EA - Delegated Nursing Duties	$ 30.18	$ 32.22	$ 32.86
L42U	Aboriginal Outreach	$ 30.18	$ 32.22	$ 32.86
42SS	International Student Ed Secretary	$ 30.18	$ 32.22	$ 32.86
L42H	Roofer - TQ	$ 32.84	$ 35.06	$ 35.76
LEVEL 13			$ -	$ -
43CC	Community Schools Coordinator	$ 30.80	$ 32.88	$ 33.54
43PB	Payroll & Benefits Specialist	$ 30.80	$ 32.88	$ 33.54
43PL	District Assistant - Planning & Ops	$ 30.80	$ 32.88	$ 33.54
M437	Child, Youth & Family Support Worker	$ 30.80	$ 32.88	$ 33.54

M43A	Admin. Assistant II - Learning Services	$ 30.80	$ 32.88	$ 33.54
M43B	HVAC Technician	$ 30.80	$ 32.88	$ 33.54
M43I	System/Support Specialist	$ 30.80	$ 32.88	$ 33.54
M43U	District Assistant SSS	$ 30.80	$ 32.88	$ 33.54
43OC	Occ Safety/Wellness Officer	$ 30.80	$ 32.88	$ 33.54
M43H	Electronics Technician	$ 30.80	$ 32.88	$ 33.54
M43X	Grounds Horticulturalist/Equip Operator	$ 30.80	$ 32.88	$ 33.54
M43F	Inclusion Support Worker	$ 30.80	$ 32.88	$ 33.54
43GH	Grounds Horticulturalist	$ 33.45	$ 35.71	$ 36.42
43PA	Painter	$ 33.45	$ 35.71	$ 36.42
M43C	Bus Driver Heavy Duty Mechanic	$ 33.45	$ 35.71	$ 36.42
M43D	Gardener	$ 33.45	$ 35.71	$ 36.42
M43E	Electrician	$ 33.45	$ 35.71	$ 36.42
M43K	Carpenter	$ 33.45	$ 35.71	$ 36.42
M43N	HVAC/R Technician	$ 33.45	$ 35.71	$ 36.42
M43P	Painter/Sign Painter	$ 33.45	$ 35.71	$ 36.42
M43Q	Furnace Mechanic	$ 33.45	$ 35.71	$ 36.42
M43R	Carpenter/Locksmith	$ 33.45	$ 35.71	$ 36.42
M43S	Carpenter/Roofer	$ 33.45	$ 35.71	$ 36.42
M43T	Plumber/Gasfitter B	$ 33.45	$ 35.71	$ 36.42
M43V	Plumber	$ 33.45	$ 35.71	$ 36.42
LEVEL 14			$ -	$ -
N44T	Environmental Systems Technician - HVACR	$ 31.42	$ 33.54	$ 34.21

N44D	Welder/Fabricator	$ 34.08	$ 36.38	$ 37.11
N44F	Plumber/Gasfitter	$ 34.08	$ 36.38	$ 37.11
LEVEL 15			$ -	$ -
O45C	Cap Projects Coordinator	$ 32.04	$ 34.20	$ 34.89
O45F	Facilities Planner	$ 32.04	$ 34.20	$ 34.89
LEVEL 16			$ -	$ -
P46C	Systems Applications Specialist 2	$ 32.65	$ 34.85	$ 35.55
P46D	IS Infrastructure Administrator	$ 32.65	$ 34.85	$ 35.55
P46E	Applications Programmer	$ 37.09	$ 39.59	$ 40.39
P46B	System Analyst/Programmer	$ 39.08	$ 41.72	$ 42.55
P46F	Data Business Analyst	$ 37.09	$ 39.59	$ 40.39
P46G	Network Security Analysist	$ 37.09	$ 39.59	$ 40.39

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

Premiums

PREMIUMS (on occupation codes)		Effective July 1, 2020
W	Lead Hand	$ 0.50
Y	Foreman	$ 1.75
Z	General Foreman	$ 2.85
X	Level 1 First Aid	$ 0.50
I	Level 2 Industrial First Aid	$ 1.10
J	Electrical Contractors License	$ 1.62
SIGNING LEVELS		
	Level 1	$ 0.28
	Level 2	$ 0.54
	Level 3	$ 0.82

	Level 4	$	1.36
SHIFT ALLOWANCE			
A	Afternoon	$	0.40
B	Bilingual Premium	$	0.40
D	Day		
N	Night	$	0.45
R	Asbestos Removal Premium	$	1.36
S	Saturday	$	0.40

BENEFIT SUMMARY FOR SUPPORT EMPLOYEES

The Board pays one hundred (100%) percent of the premiums for Medical, Extended Health, Dental and Basic Life/AD&D on your behalf.

Health Benefits

BC Medical Plan covers most basic hospital and medical costs. Coverage for dependent children is up to the age of 19; or 25 if a full-time student at college or university.

Extended Health

This benefit covers additional expenses once your provincial coverage is exhausted, or expenses that are not covered under the provincial plan.

Hospital	Eighty (80%) percent coverage for private or semi-private accommodation
Drug	Eighty (80%) percent coverage for drugs which legally require a written prescription
Vision Care	Eighty (80%) percent coverage includes lenses and frames. Maximum benefit is two hundred ($200) dollars per twenty-four (24) months
Major Medical	Eighty (80%) percent coverage includes supplies and appliances. Hearing aids limited to three hundred ($300) dollars per child per sixty (60) months
Paramedical	Eighty (80%) percent coverage for physiotherapists, chiropractor, masseurs, naturopath, podiatrist, speech therapist, acupuncturist which is limited to one hundred ($100) dollars per person per calendar year

There is a twenty-five ($25) dollar annual deductible fee.

Dental Benefits

Basic Services	One hundred (100%) percent coverage for maintenance check-ups, fillings, minor surgery, endodontics, periodontics, denture repairs and complex surgery
Major Restorative	Sixty (60%) percent coverage for dentures, bridgework, restorations
Orthodontia	Fifty (50%) percent coverage to a maximum of two thousand ($2,000) dollars per person per lifetime
Dental Fee Guide	Payment based on current CU&C Dental Fee Schedule

Survivor Benefits

Basic Life Insurance/Basic AD&D	Fifty thousand ($50,000) dollars
Optional Basic Life/AD&D	Maximum coverage of fifty thousand ($50,000) dollars on life of employee. The cost of the optional plan is an average of the cost for employees with optional and basic coverage with the employee paying fifty (50%) percent and the Employer paying fifty (50%) percent of the plan. For the purposes of completing the application form, if necessary, the policy number is 90814 and the Division is 001.
Optional (Dependent) Life	This plan is offered on a strictly optional basis. It provides coverage in the amount of twenty-five thousand ($25,000) for spouse and ten thousand ($10,000) for each child. The cost is three dollars and sixty-five cents ($3.65) and is borne entirely by the employee.

LETTERS OF UNDERSTANDING

Letter of Understanding #1

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Aboriginal Education Support Staffing Process

Voluntary Transfer Process

Requests for transfer will be accepted from the following groups of employees:

a) Support staff wishing to transfer from their current continuing Aboriginal Education support staff assignments into other Aboriginal Education support staff assignments, and

b) Employees outside the auspices of Aboriginal Education Services, who meet the Board's hiring criteria for Aboriginal Education support staff assignments.

The position of any Aboriginal Education support staff employee applying for a transfer will become a part of the staffing pool.

Qualified employees outside of Aboriginal Education Services retain their current positions until this staffing process is complete.

Transfer requests must be made in writing to the Human Resources Support Staffing Officer, and must be received in the Human Resources Department **not later than the first (1st) Friday of June**.

Staffing Pool

The pool of assignments available will be comprised of the posted vacant position and the position of any Aboriginal Education support staff employee who applies for a transfer.

Vacancies will be filled on a senior qualified basis, from one bargaining unit wide seniority list. The list will include Aboriginal Education support staff who are currently on Recall, have been laid off, or who have requested a transfer, as well as qualified employees outside of Aboriginal Education Services. Assignments resulting from this process will commence at the beginning of the following school year.

Revised this _____day of _____, 2022.

For CUPE Local 606	For School District No. 68
Jeff Virtanen	Michele Dance

Letter of Understanding #2

Between:
The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Apprenticeship Program

The Board and Union agree to establish a joint apprenticeship committee to explore apprenticeship programs in School District No. 68 (Nanaimo-Ladysmith) and this will include discussion of pre-apprenticeship programs. The committee will create a Terms of Reference for the committee's work. The committee will be comprised of two (2) board representatives and two (2) union representatives and will report its recommendations to their respective parties on or before June 30, 2025.

Renewed this _____day of _____, 2022.

For CUPE Local 606	For School District No. 68
Jeff Virtanen	Michele Dance

Letter of Understanding #3

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Education Assistant Staffing Process

For the purpose of eliminating the disruption to Students caused by layoffs or postings of Education Assistant assignments, the Board will transfer Education Assistants, who otherwise would be laid off, to an assignment with equivalent hours, rate of pay, and the maintenance of benefits where applicable. The ultimate authority and responsibility for Education Assistant staffing remains with the Human Resources Department and the Department of Learning Services. The term Student Learning Services includes Education Assistant II, Education Assistant III, Education Assistant IV and District Education Assistant.

This agreement will not preclude Education Assistants bumping bargaining unit-wide outside the auspices of Department of Learning Services.

Employees hired into this department will be required to meet the Board's hiring criteria.

(a) Transfer Process

In determining transfers, the special needs of students, school-based requirements, and employee preferences will be given equal consideration. The Human Resources Department and Director responsible for the Department of Learning Services, in consultation with the school-based Administrator and Education Assistants, will determine placements in order of seniority. On the scheduled Spring staffing day, Education Assistants will be assigned to a school and/or a program and will be required to complete a probationary or trial period as per Article 16.02 of the Collective Agreement.

Any reduction of Education Assistant staff will occur prior to Spring staffing day. The Union will be notified by Human Resources of all Education Assistant assignment changes or vacancies.

If, as the result of this assignment process there are insufficient vacancies to place all Education Assistants, those with the least seniority will be laid off with the right to go on recall or bump outside the auspices of the Department of Learning Services.

Should concerns arise with the administration or application of this Letter of Understanding, the parties will meet expeditiously. If the matter cannot be resolved by the parties, written submissions will be made to an agreed-upon Umpire for a recommended resolve. If this is not acceptable, Article 12.03 c) (Step III) of the Collective Agreement will apply.

(b) Voluntary Transfer

Education Assistants will be provided the opportunity to notify the Human Resources Department of their desire to transfer, in writing, up to eighteen (18) working days prior to staffing day. Hours will not be guaranteed.

Employees outside the auspices of the Department of Learning Services deemed qualified for an Education Assistant assignment will have the opportunity to notify the Human Resources Department, in writing of their intent to transfer into an Education Assistant assignment up to eighteen (18) working days prior to staffing day.

(c) Procedures

- Implementation day is the first day of each school year
- An Education Assistant laid off during the school year will be reassigned for the balance of the school year only
- The reassignment process will begin two (2) weeks prior to July 1st
- Parents of students entering the system will be informed by the Administrators of the rationale of this agreement.

(d) As per Article 17.05 employees may refuse recall to a position with fewer hours.

(e) Education Assistants on layoff and recall shall be permitted to decline jobs at the Spring staffing day.

(f) Education Assistants who decline work at the Spring staff day will be required to accept recall to available positions based on seniority at the Fall staffing day provided the positions have equal or more hours.

(g) Education Assistants who refuse available positions with the same or more hours at the Fall staffing day will lose their seniority in accordance with 15.05(b)(4).

Revised this _____day of _____, 2023.

For CUPE Local 606	For School District No. 68
Jeff Virtanen	Michele Dance

Letter of Understanding #4

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Compressed Work Week Agreement

Management Committee and the Union endorsed in principle the continuation of the compressed work week although there are contractual language issues to be resolved related to a formula being agreed to for the conversion of days into hours. Although these issues will be resolved in negotiations, the opportunity should be available to Employees and Supervisors wishing to participate in a compressed work week.

The original principles that were put forth by the Joint Compressed Work Week Committee and endorsed by the Labour/Management Committee have proven to be sound throughout the Pilot Project. These principles must always be adhered to if a compressed work week schedule is to be adopted.

Compressed Work Week Principles

- Service levels should be maintained to students, public and within the School District;
- There should be no increased cost to the District or loss of benefits to participating employees;
- Safety and security should be maintained;
- Participation in the program should be voluntary and be agreed to by both employees and management and may be terminated by either party;
- A compressed work week for one group should not adversely impact another work group.

While a compressed work week is available only for full-time employees (thirty-five (35) or forty (40) hours a week) supervisors are encouraged to provide part-time employees with flexibility in scheduling hours, provided the principles can be satisfied. If employees and supervisors wish to participate in a compressed work week the following steps can be taken:

a) Determine your proposed weekly/bi-weekly schedule or hours of work with your supervisor

b) Submit a written request to Human Resources for processing
Request forwarded to Management Committee for approval

c) Once approved, forward copies of the schedule to the Supervisor of the Payroll Department and the Director of Human Resources

d) Time sheets will reflect actual hours worked each day. A sick day, vacation day and a Statutory Holiday would appear as the hours normally worked on the flex schedule.

In accordance with Article 23.01 of the Collective Agreement sick days are accumulated at the rate of one and one-half (1.5) days per month of service:

40-hour week employees - 1.5 days = 12 hours per month accumulation
35-hour week employees - 1.5 days = 10.5 hours per month accumulation

Either party reserves the right to discontinue this program upon thirty (30) days notice.

Renewed this _____day of _____, 2023.

For CUPE Local 606	For School District No. 68
Jeff Virtanen	Michele Dance

Letter of Understanding #5

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Modified Work Program

Duty to Accommodate

The Parties recognize that employees who are temporarily or permanently disabled due to illness or injury may be able to fulfill some of their duties or other meaningful work on a full-time or part-time temporary or permanent basis.

The Parties agree to an early intervention program that will recognize abilities and enable employees to return to meaningful work as soon as practical.

The Board of School Trustees will develop policy and procedures to deal with disabled workers to ensure consistency in process.

a) Representatives

The Board will appoint a rehabilitation coordinator to manage the program. The Board will appoint a management representative and the Union will appoint a Union representative. The representatives will assist the coordinator on matters of procedures and policy.

b) Consultation

When the Employer considers an employee a candidate for early intervention, the Director of Human Resources will communicate with the employee and manager. The employee has the right to Union representation. The planned program will be discussed with the Employer, manager and Union prior to implementation. Details of the return to work will be provided in writing to the Union's representative.

c) Confidentiality

The Parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed. Contact with physician and access to medical information will not occur without the employee's consent.

d) Application

This program is applied to regular employees.

e) Pay and Benefits

Employees who are injured at work shall receive salary and benefits pursuant to Article 28.05 and any other relevant Article of the Collective Agreement.

1) Employees in receipt of salary indemnity benefits will not suffer adverse effect of entitlement by participating in a return to work program.

f) Assessments

1) Employees shall not be returned without confirmation from a medical professional that the duties identified as alternate/transitional work will not adversely affect the employee's current health condition.

2) The Board may utilize rehabilitation or occupational therapy professionals as a means to determine the degree of accommodation necessary for a safe return to work.

g) Postings

1) The Parties agree that disabled employees will be given preference to vacancies if qualified and that positions may be filled without posting.

2) In order to accommodate employees with limited abilities, positions may be modified and rated accordingly, if operationally reasonable.

h) The Employer will immediately notify and consult with the Union about all early interventions involving the return of an employee to work under a modified work program.

Renewed this _____day of _____, 2022.

For CUPE Local 606	For School District No. 68
Jeff Virtanen	Michele Dance

Letter of Understanding #7

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Multi-Use Facilities Staffing

The parties agree to the following terms and conditions for the staffing of any multi-use facilities which are run through School District No. 68 operated buildings or on School District No. 68 property that are used for educational purposes:

a) All terms and conditions of the Collective Agreement between the parties shall apply unless negotiated differently;

b) CUPE Local 606 shall retain jurisdiction over any and all positions defined in the Schedule of Collective Agreement;

c) The creation of any new positions and any resulting jurisdictional ownership shall be agreed to by all parties involved.

Renewed this _____day of _____, 2022.

For CUPE Local 606	For School District No. 68
Jeff Virtanen	Michele Dance

Letter of Understanding #8

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Work Experience

CUPE Local 606 understands that the School District supports the concept of employment opportunity arrangements. With this in mind, the School District may enter into arrangements with other educational and vocational institutions and agencies to provide employment opportunities. Any such arrangements shall be mutually agreed between the parties.

These arrangements will apply to practicums and work experience programs.

Renewed this _____day of _____, 2022.

For CUPE Local 606	For School District No. 68
Jeff Virtanen	Michele Dance

Letter of Understanding #10

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Calculation of Temporary Seniority

Clarification of Article 15.02(a) of the current Collective Agreement

Calculation of Temporary Seniority

For the purpose of applying for posted regular positions and for the purpose of shift assignment, temporary employees who have worked sixty (60) or more days will have a fixed temporary seniority date. This seniority date will be calculated by counting back from the date of implementation the number of working days equivalent to the employee's total accumulated days of service.

For employees who have worked less than sixty (60) days and for new employees, a fixed temporary seniority date will be established once they have worked sixty (60) days. This seniority date will be calculated by counting back the number of working days equivalent to the employee's total accumulated days of service.

- The accumulated sixty (60) days do not have to be continuous.
- Once the employee has successfully obtained a posted regular position or attained eight (8) months continuous temporary service, the Collective Agreement will apply.

This agreement is subject to revisiting with sixty (60) days notification by either party.

Renewed this _____day of _____, 2023.

For CUPE Local 606	For School District No. 68
Jeff Virtanen	Michele Dance

Letter of Understanding #11

Between

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Electronic Postings

1. The parties agree that vacant positions will be posted electronically on the School District website in accordance with the provisions of Article 16. All CUPE members will be advised by e-mail to their SD68 e-mail account when vacancies are posted on the website.

2. The parties agree that vacancies may be posted electronically up to the Friday after the closure of secondary schools for the summer in July and again from the Friday prior to the opening of secondary schools in August.

3. The parties agree that vacancies which occur outside of the posting dates established in 1 and 2 may be posted in July and August by mutual agreement.

Renewed this _____day of _____, 2023.

For CUPE Local 606	For School District No. 68
Jeff Virtanen	Michele Dance

Letter of Understanding #13

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Sick Bank

A joint committee of one (1) representative each from the Employer and the Union shall be appointed to adjudicate all applications for the sick bank to ensure that they meet the entitlement for sick bank under the Article 23.05 of the Collective Agreement. These representatives will have the authority to approve applications for sick bank on behalf of their respective parties.

The representatives will have the authority to request that the Medical Certificate-2009-Support Staff be completed and may request any missing, incomplete or unclear information on Medical Certificate-2009-Support Staff, prior to rendering a decision. All of the information received by these representatives will be kept in the strictest confidence and all of the documentation will be kept in secure files.

The employer will communicate the decision to the employee.

If the representatives are unable to reach consensus or if the employee disagrees with the adjudication, they have the right to submit the matter for review by a committee made up of one (1) senior representative from the Employer and one (1) senior representative from the Union. These representatives will review the information used in the initial review and any updated information that is submitted. They will render a decision that will be communicated to the employee.

If consensus is still not achieved between the senior representatives or the employee disagrees with this second adjudication, they may submit the matter to step 3 of the Grievance Procedure.

The parties agree to meet to discuss any issues that arise in implementation of this agreement.

Renewed this _____day of _____, 2022.

For CUPE Local 606	For School District No. 68
Jeff Virtanen	Michele Dance

Letter of Understanding #16

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Post and Fill Procedure Operations and Transportation

Vacant positions that are to be filled shall be posted as follows:

1. In the event that there are employees on layoff and recall, vacant positions shall be posted within the department on 'blue' postings. Employees within the respective department shall be given the opportunity to indicate that they want to move to a new position.

    a. The vacant position and any subsequent vacancy shall be offered to employees indicating that they want to move to a new position based on 'senor qualified' in accordance with Article 17.05 of the collective agreement.

    b. Any vacancies left at the end of this process will be offered to employees on layoff/recall in order of seniority.

    c. The most junior employee on the layoff/recall list shall be required to take any resulting vacancy. Failure to take the available position will result in the employee losing their seniority rights and no longer being in the employ of the Board in accordance with Article 15.05(b)(4).

    d. The most senior, qualified temporary employee applying for a vacant position will be appointed to any remaining vacant positions.

2. In the event that there are no employees in the respective department on a layoff and recall list, vacant positions shall be posted throughout the School District 68 on 'yellow postings.' Employees shall be awarded the positions based on 'senior qualified' in accordance with Article 16.01 of the Collective Agreement.

Renewed this _____day of _____, 2022.

For CUPE Local 606	For School District No. 68
Jeff Virtanen	Michele Dance

Letter of Understanding #17

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: School Closures Due to Inclement Weather

In the event of a school closure(s) due to inclement weather:

1. Regular employees and temporary employees who are in a temporary assignment for a period of more than twenty (20) consecutive days will be entitled to be paid at straight time for the time-off from work up to a maximum of two (2) work days per school year. Employees who had a previously scheduled absence will not be eligible for this leave.

2. Employees who are not entitled to or who are entitled to but have exhausted the maximum of two (2) days as noted under point #1, must take the day as a vacation day or a day without pay.

3. The Employer will identify positions and employees who will be directed to work as necessary for the efficient operations during a school closure. Employees who are required to work will receive time off in lieu for the time worked. The time off in lieu will be at straight time up to a maximum of two (2) days off in lieu per school year. A day off in lieu must be approved in advance and will be scheduled based on operational needs and at no cost to the Employer. Article 18.12 (Banked Time) does not apply to time in lieu that has been earned as per this Letter of Understanding.

4. This Letter of Understanding is effective as of the date of ratification of the July 1, 2019 to June 30, 2022 Collective Agreement between the Employer and the Union and will expire on June 30, 2022.

Renewed this _____day of _____, 2022

For CUPE Local 606	For School District No. 68
Signature	Signature
Jeff Virtanen	Michele Dance

Letter of Understanding #18

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Educational Assistant Retention Fund

For the purpose of serving students through the recruitment and retention of Education Assistants (EAs) the parties agree to the following allocation from the Provincial Framework local table allocation for 2022-2025:

The Board shall allocate a budget of approximately: $41,020 effective July 1, 2022 (year 1), $193,872 effective July 1, 2023 (year 2), and $167,133 effective July 1, 2024 (year 3) and annually going forward, to support additional EA weekly hours for those EAs working 25 hours per week or less.

The parties, through discussion at the Labour Manager Committee, will agree on allocation of hours prior to the June staffing Day. Hours will be provided to EAs who work 25 hours or less per week on a seniority basis at each location. Any left-over hours, should they exist, will be carried over to the following year and distributed through discussions at the Labour Management Committee.

The parties will meet regularly to ensure the viability of the Fund and to ensure any issues that arise are dealt with proactively through the Labour Management process. Where no agreement is reached, the parties agree to utilize the grievance process to resolve matters.

This letter formalizes the ongoing commitment that will be embedded into the Collective Agreement on conclusion of the 2022-2025 Collective Agreement.

Signed this _____day of _____, 2023.

For CUPE Local 606	For School District No. 68
Jeff Virtanen	Michele Dance

Letter of Understanding #19

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Library Clerk & Computer Assisted Learning Tutor Fund

For the purpose of serving students through the recruitment and retention of Library Clerks and Computer Assisted Learning Tutors the parties agree to the following allocation from the Provincial Framework local table allocation for 2022-2025:

- The Board shall allocate one additional hour per week for the Library Clerks (10-month position) and the CALTs (10-month position) effective March 27, 2023.
- The parties will meet regularly to ensure the viability of the Fund and to ensure any issues that arise are dealt with proactively through the Labour Management process. Where no agreement is reached, the parties agree to utilize the grievance process to resolve matters.

This letter formalizes the ongoing commitment that will be embedded into the Collective Agreement on conclusion of the 2022-2025 Collective Agreement.

Signed this _____day of _____, 2023.

For CUPE Local 606	For School District No. 68
Jeff Virtanen	Michele Dance

Letter of Understanding #20

Between:

The Board of School Trustees of School District No. 68 (Nanaimo-Ladysmith)

And:

The Canadian Union of Public Employees (Local 606)

Re: Seamless Day Pilot Project

WHEREAS

A. The Employer has entered into an agreement with the Province of British Columbia contract # C22-7187 (the "Contract") and will participate in Government's Seamless Day Pilot Project (the "Pilot Project");

B. Under the terms of the Contract, the Employer will employ Early Childhood Educators ("ECE's") to provide services in relation to the Pilot Project, in the following school and grade;
   a Departure Bay Elementary School, Kindergarten.

C. The parties wish to record their agreement regarding the terms and conditions of employment of the ECE's employed by the District to deliver the Pilot Project, and other matters arising from the Project.

The Parties Agree as Follows

1. This Letter of Understanding has been reached on a without prejudice and precedent basis and will not be referred to in any other context or proceeding other than for the purpose of enforcing its terms. This agreement is without prejudice to the ability of the Employer to permit current or future third-party licensees to use board property for the purpose of providing ECE or childcare services.

2. The Employer recognizes the Union as the accredited bargaining agent for ECE's employed by the Employer in connection with the Pilot Project.

3. This Letter of Understanding will expire at the conclusion of the Pilot Project, unless extended by the mutual written agreement of the Parties.

Early Childhood Educators

Terms and Conditions of Employment

4. Unless specifically identified in this LOU, the provisions of the collective agreement between the Employer and the Union will apply to the employment of the ECE's.

5. For the purpose of applying local collective agreement provisions, ECE's will be treated as ten (10) month school year employees who do not work on non-instructional days. In the event Districts elect a different model for providing services (e.g. continued service over holiday breaks or on non-instructional days), the District and local will modify or determine the application of local collective agreement provisions to facilitate these schedules.

Job Description and Qualifications

6. The Employer has identified the requisite qualifications and duties of the ECE's, in the attached Schedule 1. These qualifications and duties are consistent with the pilot program objectives and direction of the Ministry of Education. Any future variation of the qualifications, fitness and ability by the Board will be subject to the provisions of the collective agreement. Notwithstanding any other provision in the collective agreement, applicants for ECE positions must have the qualifications for their position as of the first day of their assignment.

Wages

7. Pending evaluation under the job evaluation program set out in Article 27.04 of the Collective Agreement, the ECE positions will be paid as follows:
   $28.98 Base Wage per hour ; Pay Level 12

8. The Union and Employer acknowledge this newly created ECE position under the collective agreement will be subject to review under the October 24, 1988 Memorandum of Understanding Job Evaluation. Any retroactivity under the Job Maintenance Plan will be effective the first day of the Pilot Project.

Hours of Work

9. The daily operation of the Project does not mirror the regular school day. The Union and Employer have agreed to recognize this in the application and administration of the hours of work provisions of the collective agreement Article 18 . The pilot will operate between the hours of 7:00 a.m. and 6:00 p.m.

10. The parties agree that ECE's may work up to 8 hours/day at straight time rates without requiring overtime. Time worked will be pensionable and will count towards other benefit or perquisite entitlements which are based on straight time

hours.

11. The parties agree that the paid rest period contemplated by Article 18 shall be taken during times that will not interfere with the Pilot Project.

Vacation

12. ECE's will take their annual vacation during Christmas and Spring Break or otherwise when schools are not in session.

Employee Movement/Bumping

13. In recognition of the character of the ECE positions, and the need to maintain continuity of instruction, the Union and Employer have agreed that in addition to the terms contained within Article 17 , the following shall apply to ECE's:

    The employer reserves the right to deny an employee the right to bump into an Early Childhood Educator position if this would negatively impact the Pilot Project.

Use of Other Employees in Existing Classifications

14. While ECE's will be the main support staff participants in the Pilot Project, education assistants and/or other support staff classifications may also provide services in connection with the Pilot Project. These arrangements will vary from District to District. Where Districts contemplate using other bargaining unit employees to support the Pilot Project, provided that the employee assigned possesses the appropriate qualifications for the position at the time of assignment, any required collective agreement modifications will be discussed and negotiated at the local level and included in their LOU. The parties to this agreement have established the following guiding principles in this regard:

    a. Services may be required for over the full day (7 a.m. – 6 p.m.). Hours of work, assignment of employees, post and fill, rest periods, and vacation language may need to be amended.

    b. The parties agree that any support staff employee/classification of support staff employee participating or providing support to the Pilot Project (for their full shift or a portion of their shift that day) may work up to 8 hours/day at straight time rates without requiring overtime. Where permitted by the pension reporting rules, time worked will be pensionable and will count towards other benefit or perquisite entitlements which are based on straight time hours.

School District No. 68

Union Local No. 606

Dated

Dated

X
Bruce L. Anderson, CEO, BCPSEA

Dated

OLD JOBS RECLASSIFIED

1. Ab Ed Asst-Alt
2. Aboriginal Curriculum/Culture Assistant
3. Aboriginal Education Assistant – Reconnect
4. Aboriginal Education Assistant/Supervision Aide
5. Accountant
6. Admin Asst Sec.
7. Assistant Payroll Clerk
8. Assistant Photocopy & Dispatch Clerk
9. Budget Accountant
10. Budget Accountant
11. Budget/Accounts Clerk
12. Building Technician
13. Business Systems Analyst
14. Capital Asset Accountant
15. Capital Project Co-ordinator
16. Capital Project Co-ordinator/Envir System Tech
17. Career Centre Assistant/Supervision Aide
18. Career Service Assistant
19. Career Services Secretary
20. Cement Mason/Fencer
21. Chief Power Engineer
22. Communications/Graphics Clerk
23. Counselling Aide
24. Curriculum Supp. Secretary ESL/ESD/OPEN
25. Curriculum Support Secretary Open
26. Curriculum Support Secretary/Modern Lang
27. Dispatch Coordinator
28. District Resource Clerk
29. EA Alternative
30. EA Foods Program
31. EA2 (ASD LOVAS)
32. EA2 POPARD
33. EA2/Supervision
34. Education Assistant – General
35. Education Assistant - Steps to Maturity
36. Education Assistant 1
37. Education Assistant 2/Supervision Aide
38. Educational Assistant 3 / Sup Aid / Noon Hour Sup
39. Environmental Systems Tech
40. Executive Assistant to the Director of Education
41. Facilities Budget Coordinator
42. Help Desk/System Operator
43. Human Resources Secretary
44. HVAC/R/Electrical Technologist
45. Inner City Support Worker
46. Junior Accountant
47. Korean Sup-worker
48. Learning Resources Assistant
49. Learning Resources Secretary
50. Library Tech
51. Material Coordinator
52. Material Handler
53. Media Technician
54. Multi-cultural Support Worker
55. Network & System Support Analyst
56. Occupational Health & Safety Officer
57. Occupational Health & Safety Secretary
58. Payroll Accountant
59. Power Engineer
60. Print Shop Tech
61. Printer/Graphic Tech
62. Program Services Secretary
63. Programmer 1
64. Purchasing Agent
65. Receptionist/Switchboard Operator
66. Recreation Activities Facilitator
67. Roofer
68. School Accountant
69. Secretary HR
70. Senior Buyer
71. Settlement Worker
72. Shift Engineer
73. Store Keeper
74. Student Support Services Secretary
75. Systems Accountant
76. Trainer Care Taker
77. Walking School Bus Program Coordinator
78. Word Processing/Graphics Clerk
79. Work Experience Secretary
80. Youth Street Worker School Base

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 Settlors Statement on Accepted and Policy Practices of the PEBT.

b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

14. Benefits

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

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

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

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

15. Production of Local Collective Agreements

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

16. Demographic, Classification and Wage Information

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

17. Unpaid Work

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

18. Education Assistant Credential Standardization

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

19. Provincial Framework Bargaining 2025

The Parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents Council to facilitate

the next round of provincial bargaining. $250,000 will be allocated as of July 1, 2023.

20. Provincial Dispute resolution

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

21. Funding

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

22. Employee Support Grant

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

23. Adoption of the Provincial Framework Agreement

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

Dated this 15th day of September, 2022.

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

K-12 Presidents' Council and Support Staff Unions	**BC Public School Employers' Association**
”Paul Simpson”	”Leanne Bowes”
”Justin Schmid”	”Bruce Anderson”

”Kirsten Daub”

“Jeff Virtanen”

”Gray Boisvert”

”Tammy Carter”

”Michelle Bennett”

”Patti Pocha”

”Denise Bullock”

“David Bollen”

”Monica Brady”

”Warren Williams”

”Tim DeVivo”

”Jane Massy”

”Amber Leonard”

”Jason Franklin”

”Christina Forsyth”

”Tammy Murphy”

“Jeannette Beauvillier”

“Daun Frederickson”

”Tracey O’Hara”

”Katarina DiSimo”

”Alan Chell”

”Kyle Uno”

”Tammy Sowinsky”

“Rae Yu”

“Richard Per”

“Ken Dawson”

”Nancy Brennan”

”Eric Harvey”

”Alex Dounce”

PROVINCIAL FRAMEWORK AGREEMENT – APPENDIX A

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

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

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

1. The ESG will be available provided that:
   a. A board and local union have a collective agreement which has been ratified by both parties no later than January 25, 2023 and,
   b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.

2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.

3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:

   a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.

   b. The residual 25% of the employees' base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.

4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.

5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.

6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on 15th September, 2022 by:

_____	_____
BCPSEA	K-12 Presidents' Council
Leanne Bowes	Paul Simpson