

# COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 2014 - JUNE 30, 2019

BETWEEN

OKANAGAN LABOUR RELATIONS COUNCIL  
THE DELEGATED BARGAINING AUTHORITY FOR  
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
ACCREDITED FOR AND REPRESENTING:

THE BOARDS OF EDUCATION OF:

SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)  
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

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SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)

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

AND

LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

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

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## **ARTICLE 1: PREAMBLE**

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

### **(a) Recognition of Union**

The Employer or anyone authorized to act on its behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union or anyone authorized to act on behalf of the Union, in any and all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement to any differences that may arise between them.

### **(b) Negotiations Committee**

- (i) In the event that the Employer boards do not join together to negotiate this Agreement or a substitute thereof, each Employer board agrees to the appointment of a Negotiations Committee consisting of four (4) appointees of the Employer and four (4) appointees of the Union.
- (ii) In the event that the Employer boards join together to negotiate this Agreement or a substitute thereof, a Negotiations Committee shall be appointed consisting of (a) The Chair and Vice-Chair of the Council, or their designate, and one Employer appointee from each board and (b) the President and Secretary-Treasurer of the Canadian Union of Public Employees, Local 523, plus one appointee from each school district as Union appointees. Each party shall notify the other party, in writing, of its

appointees and any subsequent changes thereof under Section (b)(i) and (ii) of this Article.

(c) Additional Representatives

Each party to this Agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

(d) Meeting of the Negotiations Committee

In the event of either party wishing to call a meeting of the Negotiations Committee, the meeting shall be held at a time and place fixed by mutual agreement, however, such meeting must be held not later than six (6) calendar days after the request has been given.

(e) Time Off for Meetings

Any representative of the Union on this Negotiations Committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration provided the supervisor has prior notice.

(f) Agreement Printing

The cost of printing the collective agreement in booklet form shall be equally shared by both parties.

(g) No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement, without the consent of the Union.

(h) Student Mentorship

The Union supports the mentoring of students through leadership and employment skills training and experience. To this end the Union will not oppose student participation in employment duties that may overlap with CUPE positions so long as students are provided with mentoring in the form of instruction and direct supervision. No CUPE member shall be required to perform such mentoring duties should they not feel comfortable doing so.

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

For the purpose of the application of this Agreement, the "Employer" shall be the individual School Districts referred to in the preamble to this Agreement.

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

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

Job descriptions shall not be eliminated without prior written notification to the Union.

### **ARTICLE 4: NO DISCRIMINATION**

#### **(a) Discrimination**

The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of membership in a labour union, and the employees shall at all times and in like manner act in good faith toward the Employer.

This does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

#### **(b) Sexual Harassment**

(i) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. Therefore, the Union and the Employer agree to cooperate in resolving any complaints of sexual harassment which may arise in the work place.

(ii) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

#### **(c) General Harassment**

(i) The Employer and the Union recognize the right of employees to work in an environment free from all harassment and agree to cooperate in attempting

to resolve, in a confidential manner, any complaints of harassment which may arise in the workplace.

- (ii) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

## **ARTICLE 5: UNION SECURITY**

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

## **ARTICLE 6: CHECKOFF OF UNION DUES**

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

A statement of the total gross earnings of the bargaining unit on which the dues have been assessed shall be included.

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

The Employer agrees to acquaint all new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in Articles 5 and 6 dealing with Union Security and Dues Checkoff.

The Employer shall present new employees on commencement of their employment with a copy of the Collective Agreement, a Local 523 beneficiary form, a membership card and the name and contact information of the shop steward.

## **ARTICLE 8: DISTRICT LABOUR MANAGEMENT COMMITTEE**

### **(a) Committee Structure**

The parties shall appoint a District Labour Management Committee composed of not more than four (4) members of management and four (4) members of the

Union with the understanding that additional knowledgeable and appropriate people may attend to speak on specific issues. The committee chair will alternate between the Employer and the Union.

(b) Meeting of the Committee

On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. Participants will be paid straight time wages for attendance at meetings.

(c) Purpose of the Committee

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.

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

(a) Regular Employees

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

(b) Temporary Employees

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

(c) Payment In Lieu

The following groups of employees shall receive seventy-five cents (75¢) per hour in lieu of sick leave (Article 21), paid leaves of absence (Article 23), benefits (Article 30) and clothing allowance (Article 31(f)):

- (i) regular employees on layoff who are called for temporary work under Article 11(f), on expiration of the two-month period under Article 11(g);
- (ii) temporary employees with seniority;
- (iii) probationary employees without seniority from the 109th day of work in the preceding twelve (12) months.

The payment shall not be made when an employee relieves in a position regularly scheduled less than half time unless the employee works half or more of the normal weekly hours.

On expiration of the two-month period under Article 11(g), a regular employee on layoff may opt at the time of initial layoff to continue on the regular benefit plans provided the plan permits. In such case the employee shall be responsible for payment in advance of both shares of the premium costs for six (6) months at a time which can be done by postdated cheque(s).

## **ARTICLE 10: SENIORITY**

### **(a) Definition**

Seniority is length of service with the Employer and, except as provided for in Articles 10(b) and 10(c) with respect to temporary employment, shall date from the original date of commencing work.

The Employer shall maintain a seniority list showing the commencement date of each employee's seniority. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April and November of each year. The Employer shall be notified within thirty (30) days of any errors. The determination of seniority shall be in accordance with the earning system in effect at the time of the alleged error.

Seniority shall operate on a bargaining-unit-wide basis within each school district only.

A random process mutually agreed upon by the Employer and the Union shall be used for determining seniority tie breakers.

### **(b) Regular Employees' Attainment of Seniority**

Newly hired employees or temporary employees appointed to regular positions shall be on probation for sixty-five (65) of the employee's working days or six (6) calendar months, whichever comes sooner from the date of commencing work in the regular position. During the probationary period employees shall be entitled to all rights and privileges of this Agreement unless otherwise provided, except with respect to discharge. The standard of discharge for newly hired employees or temporary employees without seniority shall be lack of general suitability for continued employment during the probationary period.

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

rearrangement of positions shall also be returned to their former position without loss of seniority or former hourly wage rate.

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

(c) Temporary Employees' Attainment of Seniority

Temporary employees shall be placed on the seniority list when they have completed one hundred nine (109) days in the preceding twelve (12) months. Prior to attaining seniority, the standard for discharge is lack of general suitability for continued employment.

The date of commencing work for seniority purposes shall be twenty-one (21) weeks and four (4) calendar days prior to the day on which the employee became eligible for inclusion on the seniority list.

(d) Seniority During Absence

If an employee is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer, seniority rights shall not be lost. It shall be the responsibility of the employee to keep the Employer informed in writing of their current address.

(e) Loss of Seniority

An employee shall lose seniority in the event the employee:

- (i) is discharged for proper cause and is not reinstated;
- (ii) resigns;
- (iii) is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;
- (iv) is laid off and does not accept offered work for a minimum of four (4) shifts per year;
- (v) Is not on approved leave and does not accept offered work for a minimum of ten (10) shifts per year.

(f) Regular Employee may Relinquish Regular Position

An employee holding a regular position may elect to relinquish their regular position and maintain their seniority. They shall be placed on the temporary employee list and be offered temporary assignments according to normal procedures. This option shall not be available to permit employees to work with another employer. Employees shall declare their intention to exercise this option by May 1 in each calendar year to take effect July 1 for the subsequent school year. In such an event the employee shall have no recall rights. The employee may use their seniority and qualifications to bid vacancies that subsequently arise.

(g) Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, seniority acquired at the date of leaving the unit shall be retained for two (2) years, but no further accumulation shall occur. Should the employee return within two (2) years, this will not result in any layoff, bumping or reduction of hours of any employee(s).

(h) Retention of Seniority Rights

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

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

(a) General

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

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

(b) Procedure

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

(c) Notice

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

- (i) Regular employees - not later than thirty (30) calendar days prior to the effective date of layoff or reduction of hours.
- (ii) Regular employees on layoff who accept temporary work and temporary employees on the seniority list - not later than seven (7) calendar days prior to the effective date of layoff.

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

(d) Bumping

An employee whose position is subject to layoff or reduction of hours shall be entitled to bump a junior employee provided the employee is qualified to perform the duties of the position occupied by the junior employee. If the junior employee holds more than one position, the senior employee may bump one or more of the positions held by the junior employee provided that the senior employee is qualified to perform the duties of the position(s). The displaced employee has the right to bump one junior employee provided that the employee is qualified to perform the duties of the position(s). If an employee is in the process of preparing for the required qualifications at the time of notice of layoff or bumping, the employee shall be allowed to bump provided the qualifications are achieved before the scheduled date of assuming the position. The laid off employee, whether part-time or full-time, may bump either a part-time or full-time employee. Where a temporary position occupied by a regular employee is terminated, the employee shall revert to their previous position.

The employee shall exercise bumping rights by informing the Employer of choice(s) within seven (7) calendar days of receiving notice under (c) above. Where an employee declines to exercise their right to bump, the right shall be forfeited for that layoff or reduction.

Where an employee exercises the right to bump and subsequently is unable to perform adequately the duties of the position, the employee shall have the right to bump only the most junior employee whose position the employee is qualified to fill.

(e) Recall

- (i) Employees who are laid off or bumped shall be recalled to their former position when it becomes vacant. "Former position" shall mean the last regular position previously held.

- (ii) Where the former incumbent on layoff is not the senior person on layoff, the most senior laid-off employee shall be recalled to the position subject to recall.
- (iii) Where hours are increased to their former level or higher and the previous incumbent exercised the right to bump, that employee shall have the right to recall. Where the former incumbent declines recall, the present incumbent will be maintained in the position with increased hours.
- (iv) Where a position becomes vacant and the former incumbent is no longer available or declines the recall, the vacancy shall be posted in accordance with Article 12. Vacant positions which were not affected by layoff or bumping shall be posted in the normal manner.
- (v) Subject to Article 10(e), recall rights shall be maintained by an employee for a period of two (2) years.
- (vi) Recall rights will be lost when:
  - (a) The recall period expires, or
  - (b) An employee loses their seniority according to Article 10(e), or
  - (c) An employee posts into a regular position, or
  - (d) An employee declines recall to their former position.
- (vii) Temporary vacancies will not be subject to recall.
- (f) Temporary Work

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

Employees whose temporary work ceases shall have the right to displace another employee whose temporary work will continue for a further two (2) weeks or more.
- (g) Continuation of Benefits

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

(h) Annual Summer Layoff

Except for (g) above, this Article shall not apply to the annual summer layoff of school term (nominal ten-month) employees. The availability of summer work for such employees in each school district shall be determined by the local parties in accordance with local past practice.

(i) Resignation After Layoff

Upon being laid off an employee shall have thirty (30) days in which to opt for recall rights under Article 11(e) or to resign. Upon resignation the employee shall be paid one (1) week's pay for each complete year of service up to a maximum of twenty (20) weeks' pay. This option shall only be available to an employee who has been a regular employee for at least one (1) year and who has exhausted bumping rights under Article 11(d).

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

(a) Job Posting

When a vacancy occurs the Employer shall notify the Union and post notice of the position on the District website and in the Employer's office, shops and on all Union designated bulletin boards for a minimum of five (5) working days in order that all regular employees will know about the position and be able to make written or electronic application therefor. Such notice shall contain the following information: location of work site (where identified), nature of position, required knowledge and education, ability and skills, shift and wage and salary rate or range.

No advertisement for additional employees shall be made until after such posting has been completed. By agreement with the Union this requirement may be waived for an individual posting. This agreement will not be unreasonably withheld.

If a position is to have an increase in regular hours to become full time then the Employer must post the position.

(b) Posting of Temporary Vacancies and Positions of a Temporary Nature

- (i) In the event of a temporary vacancy in excess of eight (8) weeks that the Employer wishes to fill or in the event of the Employer establishing a position of a temporary nature that will exist for more than eight (8) weeks, that vacancy (position #1) will be posted in the normal manner.
- (ii) Should a regular employee be the successful applicant for position #1, that employee's job (position #2) shall be posted temporarily. Should a regular employee be the successful applicant for position #2, that employee's job (position #3) shall not be posted. Position #3 shall be available to

employees with the required qualifications, fitness and ability on layoff first, then to such temporary employees with seniority.

- (iii) If the posted temporary position again becomes vacant within thirty (30) days of the successful applicant commencing work, the next most senior person with the required qualifications, fitness and ability that had originally bid on the temporary position will be awarded the vacancy. In the event there is no other applicant with the required qualifications, fitness and ability who had originally bid on the position then the Employer may fill without posting.
- (iv) At the end of the temporary position, unless the former position has been eliminated or reduced in hours, the regular employees shall return to their former positions. There are no bumping rights at the end of temporary postings.
- (v) Employees in temporary positions will be required to complete their temporary positions before being eligible for an appointment to a subsequent temporary position. All employees may apply for a regular position at any time.

(c) (i) Method of Making Appointments

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

(ii) Trial Period

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

(d) Union Notification

The Union shall be notified in writing within a reasonable time of all resignations, appointments, hirings, layoffs, rehiring and terminations of employment.

(e) Disabled Employees' Preference

Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disablement is

unable to perform their regular duties, may be given the preference of any light work available at the salary payable at the time for the assigned position.

(f) Promotions Requiring Higher Qualifications

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

(g) Transfers

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

- (i) if it is considered the employee can better serve the Employer in the new situation, or it is proven that a move will be beneficial to the employee;
- (ii) an employee may be temporarily transferred for training in an appropriate school; or
- (iii) in cases where there is a duty to accommodate or findings of workplace harassment or bullying.

(h) Summer Postings

When the Employer chooses to post vacancies in August they shall be posted for ten (10) days commencing August 15. All employees shall be notified by district e-mail of the vacancy. Vacancies will also be posted on the district website. Electronic, fax and telephone applications will be acceptable. Employees who, for good reason, can demonstrate they were unable to be aware of such posting shall be eligible to apply in September.

**ARTICLE 13: GRIEVANCE PROCEDURE**

- (a) The Employer shall recognize Shop Stewards or Union executive appointed or otherwise selected by the Union bargaining unit, whose duties shall be to investigate and to attempt to settle disputes and process any grievance in accordance with the grievance procedure. The number of Shop Stewards for each Board shall be as follows:

School District No. 53: 7  
School District No. 67: 7

- (b) The Union shall notify the Employer, in writing, of the name of each Shop Steward before the Employer shall be required to recognize any Shop Steward.
- (c) In order that the work of the Employer shall not be unreasonably interrupted, the Shop Steward shall not leave work without obtaining permission of their supervisor, which permission shall not be unreasonably withheld.
- (d) Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Step 1: The aggrieved employee(s), together with the Shop Steward, shall attempt to settle the grievance with the employee's supervisor with all dispatch but at all times within sixty (60) days of the date of the incident causing the employee's concern or the date the employee first became reasonably aware. The supervisor shall attempt to resolve the dispute within five (5) working days of being advised of the grievance.

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

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

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

- (e) Where a dispute involving a question of general application or interpretation occurs, Step 1 of this Article may be bypassed.

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

#### **ARTICLE 14: ARBITRATION**

(a) Sole Arbitrator

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

(b) Board of Arbitration

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

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

(c) Arbitration Procedure

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

(d) Arbitration Decisions

Arbitration decisions, whether of a sole arbitrator or of a board of arbitration, shall be final and binding on all parties, but in no event shall the Arbitrator(s) have the power to modify or amend this Agreement in any respect.

(e) Expenses

Each party shall pay:

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

(f) Amending of Time Limits

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

(g) Witnesses

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

(h) Alternate Dispute Resolution

Grievances may, by mutual agreement, be submitted to alternate dispute resolution provisions of the Labour Relations Code, including expedited arbitration. Such decisions shall be of no precedential value unless agreed to by the parties. Costs of the process shall be shared equally between the parties.

## **ARTICLE 15: DISCIPLINE**

(a) Union Assistance

Where reasonable and practical the employee shall have the right to have a Steward present when subject to written reprimand or more serious discipline. Copies of all formal discipline letters shall be provided to the Union within five (5) days.

(b) Discharge Procedure

- (i) The Employer shall not dismiss or discipline an employee bound by this agreement except for just and reasonable cause. When an employee is discharged or suspended, the reason shall be given in the presence of a

Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension

- (ii) An employee considered by the Union to be wrongfully or improperly discharged or suspended shall be entitled to a hearing under Article 13, Grievance Procedure. Step 2 of the Grievance Procedure shall be omitted in such cases.
- (iii) Should it be found upon investigation that an employee has been improperly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is proper and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

(c) Clearing of Records

Provided there have been no further offenses any reference to discipline shall be removed from an employee's file after forty-eight (48) months.

Where an employee is under investigation by the Employer for any "cause", the employee shall be advised, in writing, prior to being interviewed, of the reasons for the action unless substantial grounds exist for concluding that such notification would prejudice the investigation. At the same time, the Union shall also be notified that such an investigation is being conducted. The employee shall have the right to a Union representative at any meeting with the Employer in connection with such investigation

(d) Access to Files

All employees shall have the right to review their personnel files in the presence of an Employer representative during regular office hours. Reasonable requests for photocopies of documents in the file shall be supplied by the Employer

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

(a) Hours of Work

Other than Office Employees and Education Assistants

The normal work week shall consist of five (5) eight-hour days from Monday to Friday inclusive.

### Office Employees and Education Assistants

The normal work week shall consist of five (5) seven-hour days from Monday to Friday inclusive.

Notwithstanding any other provisions of this Agreement, those employees who of necessity regularly work on Saturday and Sunday shall have as rest days two other consecutive days of the week. In such event, Saturday and Sunday shall be considered working days and overtime rates will not apply excepting for the time worked in excess of the normal work day. Their days off shall be considered as Saturday and Sunday for overtime provision purposes. Weekend shifts shall only be established where and when required for climatic or educational requirements.

(b) Working Schedule

The Employer agrees, in consultation with the Union, to set forth the working schedule of each department, hereinafter referred to as the "Work Schedule". The schedule shall be deemed to constitute Schedule "B" of this Agreement.

(c) Minimum Hours

An employee starting work in any day and being sent home before completing four (4) consecutive hours shall be paid for four (4) hours. An employee reporting for work but sent home before commencing work shall be paid for two (2) hours at regular rates.

The consecutive hours' requirement does not apply to bus drivers.

A meal break of up to one (1) hour shall be excluded from the consecutive hours.

This clause shall not apply to:

- (i) student supervisors and crossing guards,
- (ii) employees replacing the regular employee where the work being replaced is less than four (4) hours or the replacement employee is only qualified for a part of the shift's work;
- (iii) small schools with fewer than seventy-five (75) students as of September 30 in which case a two-hour minimum will apply for that school year;
- (iv) other positions as mutually agreed.

(d) Break Periods

All employees working shifts of three (3) hours or more but less than six (6) hours shall be permitted one (1) fifteen (15) minute rest period. Employees working shifts

of six (6) or more hours shall receive two (2) fifteen (15) minute rest periods; one (1) in the first half and one (1) in the second half of a shift.

## **ARTICLE 17: OVERTIME**

### **(a) Overtime Rates on Weekdays**

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

### **(b) Overtime Rates on Saturdays, Sundays and Holidays**

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

### **(c) Bus Drivers**

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

- (i) Driving - at appropriate overtime rates;
- (ii) Waiting Time - at straight time rates except for eight (8) hours' sleeping time and one (1) hour per meal which shall be without pay;
- (iii) On a day where no driving and only waiting time occurs, a maximum of eight (8) hours at straight time.

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

### **(d) Banked Overtime**

The parties hereby agree that, notwithstanding the provisions of this Article, employees shall be permitted to accumulate overtime credits in lieu of cash payment, such leave to be equal to the appropriate overtime cash rate. Overtime credits not used within a school year shall be carried forward for a maximum of one (1) school year.

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

This clause shall be administered in accordance with policies determined locally between the school districts and the Local.

(e) Minimum Call-Back Time

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

(f) Overtime During Layoffs

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

**ARTICLE 18: DIFFERENTIAL PAY**Error! Bookmark not defined.

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

**ARTICLE 19: HOLIDAYS**

- (a) (i) All regular employees working a twelve (12) month schedule shall receive one (1) day's pay for not working on the following holidays:

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

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

- (ii) All regular employees working a schedule of less than twelve (12) months shall receive one (1) day's pay for not working on the holidays listed in Article 19(a)(i) subject to the following:

To be eligible for the Canada Day, B.C. Day and Labour Day holidays regular employees must work their regularly scheduled hours during the week before and during the week after the holiday. In-service training will not

be considered as regularly scheduled hours for the purposes of holiday entitlement.

- (b) When any of the aforementioned holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at the regular rate of pay; such day off to be taken at the discretion of the Department Head concerned.
- (c) All temporary employees shall receive 4.6% of straight time earnings in each pay period in lieu of statutory holidays.
- (d) A regular employee on layoff who does un-posted temporary work shall be paid 4.6% under Article 19(c), unless they post into a temporary position. In such case they are paid the stats as if they held a regular position. Employees are not entitled to both forms of payment.

## **ARTICLE 20: ANNUAL VACATIONS**

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

Every regular twelve (12) month employee who has been on the seniority list for at least one (1) year as at June 30 shall be granted a period of vacation with pay as provided below:

|                                         |           |
|-----------------------------------------|-----------|
| After 1 year's seniority as at June 30  | - 3 weeks |
| After 7 years' seniority as at June 30  | - 4 weeks |
| After 15 years' seniority as at June 30 | - 5 weeks |
| After 23 years' seniority as at June 30 | - 6 weeks |

Any regular twelve (12) month employee who has been on the seniority list for less than one (1) year as at June 30 shall be granted vacation with pay at the rate of one and one-quarter (1 1/4) working days for each completed month of seniority but the total allowed shall not exceed fifteen (15) working days.

### **(b) Entitlement During Leaves of Absence**

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

### **(c) Holidays During Vacations**

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

(d) Sick Leave/Bereavement Leave During Vacation

When an employee who is on vacation becomes sick, requiring hospitalization, or experiences a bereavement as outlined under Article 23(d), the employee shall be entitled to use either sick leave (for all days of hospitalization and subsequent confinement to home) or bereavement leave and have that proportion of vacation leave reinstated.

(e) Preference in Vacations

The months of July and August shall be the recognized vacation period and wherever possible vacations shall be granted employees during these months. However, by mutual agreement, vacations may be arranged in any other months of the calendar year. In the event of conflict between employees' preferences, the choice shall be determined by seniority.

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

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

|                                             |                             |
|---------------------------------------------|-----------------------------|
| Less than 1 year of seniority as at June 30 | - 6% of bi-weekly earnings  |
| After 1 year of seniority as at June 30     | - 6% of bi-weekly earnings  |
| After 7 years of seniority as at June 30    | - 8% of bi-weekly earnings  |
| After 15 years of seniority as at June 30   | - 10% of bi-weekly earnings |
| After 23 years of seniority as at June 30   | - 12% of bi-weekly earnings |

(g) Temporary Employees Without Seniority

Any temporary employee not on the seniority list shall be paid each pay period\* four percent (4%) of bi-weekly earnings in lieu of vacation.

\* Note: Individual school districts and the Local may negotiate a different practice regarding the payment method.

(h) Vacation Pay Upon End of Service

An employee leaving the service at any time in the vacation year before receiving vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, their estate shall be credited with the value of vacation credits owing.

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

### **(a) Rate of Payment**

Where a regular employee is unable to work due to illness, disability, quarantine or an accident for which compensation is not payable under the *Workers Compensation Act*, 100% pay for the first six (6) working days' absence in any one year shall be received. After the sixth day the employee shall receive 66 2/3% of their regular pay for a period not to exceed one hundred twenty (120) calendar days from the first day of the last absence. Employees who use all or part of their six (6) working days in a year shall have the entitlement reinstated in the following year.

### **(b) Use of Credits**

Sick leave credits accumulated under the former sick leave plan shall be frozen as of June 30, 1987. Employees who have earned such credits shall use their credits to supplement 33 1/3% of a day's accumulated credit to each day of absence, thereby receiving 100% pay to the extent of accumulated credits or one hundred twenty (120) calendar days, whichever is the lesser. Credits may not be used while on the long term disability program but will be retained for future use on return to work. All sick leave credits are cancelled upon termination of employment.

### **(c) Proof of Illness**

An employee may be required to produce a certificate from a duly qualified practitioner for any illness/injury certifying:

- (i) The general nature of the absence (illness/injury).
- (ii) The employee is under the physician's care.
- (iii) The employee is unable to carry out their duties due to such illness/injury.
- (iv) The future prognosis and likely return to work date.

### **(d) Sick Leave During Absence**

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

### **(e) Sick Leave Allowance Records**

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

(f) Sick Leave Repayment

Where an employee is involved in an accident and as a result is paid sick leave during absence from work, any designated sick leave or wage compensation recovered from an insurer or court award shall be repaid by the employee to the Employer. The Employer shall thereupon reinstate the days of sick leave credit used, if any, as represented by the repayment.

**ARTICLE 22: LONG TERM DISABILITY PROGRAM**

- (a) (i) All regular employees shall participate in the government-funded CORE Public Education Benefit Trust (PEBT) LTD plan. The Core PEBT LTD plan shall be at no cost to the Employer, the Union or the employees and includes access to the Joint Early Intervention Service (JEIS). The LTD plan shall commence 120 calendar days after disability and shall be fully integrated and subject to such other conditions as the plan carrier shall require.

In the event that the PEBT LTD plan is discontinued, any subsequent mutually-agreed long term disability plan shall be employer funded at sixty (60%) percent of salary.

- (ii) In the event that the PEBT plan ceases LTD coverage then, on the effective date of the coverage ending, Article 21(a), (b) and 22(a) (i) shall be deemed to be amended from 120 calendar days to 180 calendar days.
- (iii) In the event that the PEBT plan changes the elimination period from 120 calendar days, the 120 days in Article 21(a), (b) and 22 (a)(i) will be deemed to be changed to the lesser of the new elimination period or 180 calendar days.
- (iv) Any employee who has been receiving Short Term Disability (STD) and is turned down for LTD, shall be eligible for STD pursuant to Articles 21(a) and (b) for a period of 180 calendar days subject to the following conditions:
- (a) that the Employer reserves its right to require medical proof of disability/illness;
  - (b) that the 180 calendar days will include all days, working or not, from the start of the 120 days mentioned in paragraph 21(a);
  - (c) that the employee made all reasonable efforts to access the PEBT plan including meeting all the PEBT plan requirements regarding medical information, Joint Early Intervention, appeals, and other process requirements;

- (d) that any employee seeking the continuance of STD after being denied access to the PEBT plan will disclose to the Employer the information utilized by the Plan in denying the claim;
  - (e) that the employee agrees that if the employee is successful in obtaining LTD for any period of time between the 120<sup>th</sup> and 180<sup>th</sup> day that the employee will repay the monies received from the Employer for the same period of time for which LTD payments are received. If alternate arrangements are not made with the Employer, then the repayment shall be made immediately upon receipt of the first LTD payment.
- (b) Employees shall retain employee status while on the long term disability program but shall only be entitled to the following provisions of the agreement:
  - (i) Article 10(d) Seniority During Absence
  - (ii) Article 30(a) Pension Plan
  - (iii) Article 30(b) Other Benefits, (c) Group Life and (e) EFAP subject to the provisions of the plans.

## **ARTICLE 23: LEAVE OF ABSENCE**

### **(a) For Union Business**

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

### **(b) Union Conventions**

The Employer shall grant leaves of absence without pay to not more than two (2) employees in School District 53 and three (3) employees each in School Districts 67 and 83, to represent the Union at Union conventions, to attend Union seminars or to carry on other Union business, provided that adequate replacements are available.

### **(c) Leave for Union Officers**

Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay by the Employer for a period of one (1) calendar year from date of appointment. Such leave shall be renewed each year during their term of office. Seniority shall continue to accrue during such leave. On

return to work an employee shall be placed in their former position if possible or a similar position.

The Employer shall grant leave without pay to the President, Vice-Presidents, Secretary-Treasurer, Recording Secretary and Unit Chairs of Local 523 to carry out necessary Union business providing adequate replacements are available.

(d) Bereavement Leave

A regular employee shall be granted a maximum of five (5), if necessary, regularly scheduled work days leave without loss of salary or wages in the case of the death of a parent, spouse (including common law), sister, brother, child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Reasonable leave of absence shall be granted for travel and estate affairs without pay.

(e) Pallbearer Leave

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

(f) Compassionate Leave

Where a regular employee makes written application for compassionate leave because of critical illness within their family and where such leave is approved by the Employer, leave of absence with pay up to a maximum of twelve (12) days per year will be granted. The employee may be required to produce a certificate from a duly qualified medical practitioner as proof of such illness in their family.

(g) Jury Duty

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

(h) Pregnancy Leave

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

(i) General Leave

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

(j) Paternity Leave

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

(k) Parental Leave

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

(l) Family Responsibility Leave

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

(m) Requesting Leave

All leave requests under this article shall be in writing and shall give reasonable notice to the Employer considering all the circumstances of the leave. In cases of emergency the written leave request may be submitted retroactively

## **ARTICLE 24: PAYMENT OF WAGES AND ALLOWANCES**

(a) Requirement To Fill

The indication of a job and accompanying wage rate in the Wage Schedule shall not bind the Employer to create or fill any job.

(b) Pay Days

The Employer shall pay salaries and wages every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages, deductions and accruals. Payment shall be made by way of deposit to the employee's bank.

Rates of pay will be set according to the Joint Job Evaluation Maintenance Procedures as set out in Letter of Understanding #1 and attached to this Agreement.

(c) Pay During Temporary Transfers

If an employee substitutes on any job during the absence of another employee or performs duties of a higher classification, the employee shall receive the rate for the job or their regular rate, whichever is the greater.

(d) Automobile Allowance

Employees shall not be required to supply a vehicle to perform their duties as a condition of employment. Where an employee is requested by the Employer to use a private automobile to carry out their duties, a mileage allowance shall be paid equal to the mileage allowance of the BCSTA as amended from time to time.

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

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

An employee prevented from performing their regular work with the Employer on account of an occupational accident arising out of their employment with their current school district that is recognized by WorkSafe BC as compensable within the meaning of the *Workers' Compensation Act*, shall receive from the Employer the difference between the amount payable by WorkSafe BC and their regular salary to a maximum of six (6) months. On expiry of the above six (6) months an employee shall be entitled to maintain benefits under this Agreement, conditions of the benefit plans permitting, by paying both employee and Employer shares. This entitlement shall continue as long as the employee retains his status as an employee and shall not prejudice the Employer's review of that status.

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

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

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

## **ARTICLE 27: SEVERANCE PAY**

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

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

- (a) The parties agree that the intent of this Agreement is to ensure that all employees shall have access to the Occupational Health and Safety Committee structure. Joint Occupational Health and Safety Committees will be established and operated as outlined below:
  - (i) Union representatives shall be employees at the workplace appointed by the Union, the Employer representatives shall be appointed by the Employer.
  - (ii) The committee will function in accordance with the WorkSafeBC requirements and Occupational Health and Safety Regulation and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committee shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
  - (iii) Employees who are representatives of the committee shall not suffer any loss of basic pay for the time attending a committee meeting.
  - (iv) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive cash or equivalent time off at straight time.
- (b) The Employer shall save harmless and indemnify any employee from claims that may arise from the administration of medication as covered by the Comprehensive General Liability Insurance Provisions of the Provincial School Protection Plan.

## **ARTICLE 29: VIDEO DISPLAY TERMINALS**

When employees are required to monitor video display terminals which use cathode ray tubes, then:

- (a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and, after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.
- (b) Employees who are required to operate VDT's on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.
- (c)
  - (i) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
  - (ii) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available, she shall be reassigned to such work and paid at her regular rate of pay.
  - (iii) Where work reassignment in (ii) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health and group life, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
  - (i) have adjustable keyboards and screens;
  - (ii) meet radiation emission standards established by the Ministry of Labour.

### **ARTICLE 30: BENEFITS**

#### **(a) Pension Plan**

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

#### **(b) Other Benefits**

- (i) The Employer shall contribute ninety-five percent (95%) of the premiums for the recognized medical plan for all regular employees.

- (ii) The Employer shall contribute ninety-five percent (95%) of the premiums for the recognized extended health plans including eyeglass option for all regular employees.
- (iii) In the case of absence for illness, the Employer contribution will be paid for medical, extended health and dental for a maximum of one (1) year from commencement of illness. Thereafter, and for the full period of any other absence, the employee may pay the full premiums through the Employer, provided it is permissible under the plan.
- (iv) The Employer shall contribute ninety-five percent (95%) of the regular monthly premiums of a mutually acceptable basic dental plan for all regular employees participating.

(c) Group Life Insurance

Regular employees shall participate in a Group Insurance Plan with the Employer paying ninety-five percent (95%) of the regular monthly premiums. The amount shall be two times (2x) annual basic wages raised to the next higher even multiple of \$500, subject to a minimum of \$10,000.

(d) Retirement Benefits

- (i) Retirement shall be in accordance with the provisions of the Municipal Pension Plan rules.
- (ii) Upon retirement of an employee who is contributing to the Municipal Pension Plan, the employee shall receive one (1) week's pay for every year of continuous paid service with the Board.
- (iii) Upon retirement of an employee who is not contributing to the Municipal Pension Plan, the employee shall be granted one and one-half (1 1/2) days' pay for every month of continuous paid service with the Employer.
- (iv) Payment of benefits in the preceding two paragraphs of this section is to be based on the rate of pay effective immediately preceding such retirement.
- (v) The benefits provided in this section shall apply only to employees with a minimum of eight (8) years' service with the Employer school board and shall extend to and include a maximum of twenty (20) years' service.
- (vi) Employees will be deemed to have retired if they resign after having attained age fifty-five (55).
- (vii) In the event of the death of an employee prior to retirement any benefit accrued under this provision shall be paid to those relatives of the employee,

if any, who are directly dependent on the employee's salary for their livelihood.

(e) Employee and Family Assistance Program

The Employer shall contribute fifty percent (50%) of the regular monthly premiums for a mutually acceptable employee and family assistance program. Participation in the program shall be a condition of employment for all regular employees.

(f) Eligibility

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

(g) WorkSafe BC Occupational First Aid (Attendant Requirements)

When WorkSafe BC requires that an Occupational First Aid attendant is required at a facility an employee designated by the Employer shall be paid a premium based on the class of certificate set out below:

Level 2 Certificate     \$.55 per hour

Level 3 Certificate     \$.60 per hour

plus course fees to the level required by WorkSafe BC OH&S Regulations. It is understood that the Employer may designate an employee other than a member of this bargaining unit.

## **ARTICLE 31: GENERAL CONDITIONS**

(a) Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and keep their clothes.

(b) Bulletin Boards

The Employer shall provide bulletin boards in all shops and offices upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such bulletin boards shall be placed in a prominent place for all employees to see.

(c) Fire Insurance

The Employer shall provide fire insurance covering the tools owned by employees while used in performance of their duties with the Employer.

(d) Strike at Employer's Premises

Employees shall not be required to cross picket lines established at the premises of the Employer or at firms with whom the Employer conducts business. However, essential services shall be maintained.

(e) Instructional Courses

The Employer agrees to pay the full cost of any course of instruction required by the Employer for any employee to better qualify the employee to perform their job.

(f) Clothing Allowance

All non-clerical employees, upon becoming regular employees, shall be reimbursed up to one hundred and forty dollars (\$140) for district-approved clothing upon submission of receipts. Thereafter an annual reimbursement of up to one hundred and forty dollars (\$140) will be made

Where required, clerical employees, including education assistants, and cafeteria workers shall be provided with smocks or other protective clothing.

(g) Retirement Seminar

An employee is entitled to attend a CUPE Retirement seminar once in a career. If the seminar is held during regularly scheduled working hours it shall be without loss of pay, up to a maximum of one day.

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

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

## **ARTICLE 33: SUBCONTRACTING**

No regular employee of the School District shall lose their job or suffer a reduction of hours as a result of the Employer subcontracting work.

#### **ARTICLE 34: GENERAL**

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

Whenever the word "year" is used in this Agreement, it shall be considered the school year from July 1 to June 30 unless otherwise defined.

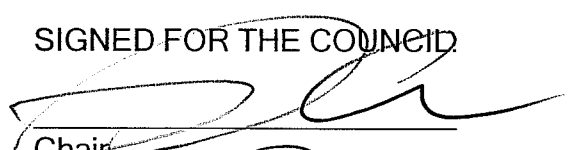
#### **ARTICLE 35: TERM OF AGREEMENT**

This Agreement, unless changed by mutual consent of both parties, hereto, shall remain in effect for five (5) years commencing July 1, 2014 through the period ending June 30, 2019, but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other party during the four (4) month period immediately preceding June 30, 2019. If no such notice is given, this Agreement shall remain in effect from year to year until termination by either party upon notice in writing to the other party during the four (4) month period immediately preceding the 30th day of June in any one year. If no agreement is concluded at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in effect up to the time a subsequent agreement is reached or until negotiations are discontinued by either party.

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

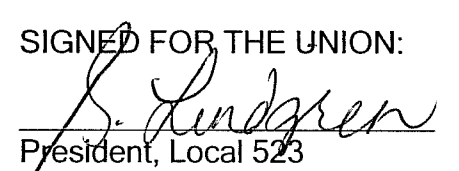
**SIGNED** this 31<sup>st</sup> day of Oct., 2014.

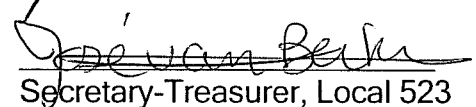
**SIGNED FOR THE COUNCIL:**

  
Chair

  
Executive Director

**SIGNED FOR THE UNION:**

  
President, Local 523

  
Secretary-Treasurer, Local 523

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)**

Effective July 1, 2014 to June 30, 2019

**WAGE SCHEDULE "A"**

| Job. No. | Position Title                        | Job Eval.<br>Pay Grade | July 1/14 | July 1/15 | May 1/16 | July 1/16 | May 1/17  | July 1/17 | May 1/18  | July 1/18 | May 1/19  |
|----------|---------------------------------------|------------------------|-----------|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|
|          |                                       |                        |           | 1%        | ESD*     | 0.5%      | 1% + ESD* | 0.5%      | 1% + ESD* | 0.5%      | 1% + ESD* |
| 101      | Student Supervisor                    | C                      | 18.84     | 19.03     | TBD      | 19.13     | 19.32     | 19.42     | 19.61     | 19.71     | 19.91     |
| 103      | Crossing Guard                        | A                      | 17.13     | 17.30     | TBD      | 17.39     | 17.56     | 17.65     | 17.83     | 17.92     | 18.10     |
| 104      | Education Assistant                   | F                      | 21.59     | 21.81     | TBD      | 21.92     | 22.14     | 22.25     | 22.47     | 22.58     | 22.81     |
| 104A     | Education Assistant Personal Care 1   | G                      | 22.54     | 22.77     | TBD      | 22.88     | 23.11     | 23.23     | 23.46     | 23.58     | 23.82     |
| 104B     | Education Assistant Personal Care 2   | H                      | 23.54     | 23.78     | TBD      | 23.90     | 24.14     | 24.26     | 24.50     | 24.62     | 24.87     |
| 107      | Child/Youth Care Worker               | I                      | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 109A     | Cafeteria Coordinator                 | E                      | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 110A     | Cafeteria Assistant                   | B                      | 17.97     | 18.15     | TBD      | 18.24     | 18.42     | 18.51     | 18.70     | 18.79     | 18.98     |
| 111      | Library Assistant                     | B                      | 17.97     | 18.15     | TBD      | 18.24     | 18.42     | 18.51     | 18.70     | 18.79     | 18.98     |
| 117      | Student Supervisor (Detention/Susp.)  | A                      | 17.13     | 17.30     | TBD      | 17.39     | 17.56     | 17.65     | 17.83     | 17.92     | 18.10     |
| 123      | Speech Language Assistant             | G                      | 22.54     | 22.77     | TBD      | 22.88     | 23.11     | 23.23     | 23.46     | 23.58     | 23.82     |
| 128      | Aboriginal Education Support Worker   | F                      | 21.59     | 21.81     | TBD      | 21.92     | 22.14     | 22.25     | 22.47     | 22.58     | 22.81     |
| 135      | Strong Start Facilitator              | H                      | 23.54     | 23.78     | TBD      | 23.90     | 24.14     | 24.26     | 24.50     | 24.62     | 24.87     |
| 201A     | School Secretary Receptionist         | D                      | 19.74     | 19.94     | TBD      | 20.04     | 20.24     | 20.34     | 20.54     | 20.64     | 20.85     |
| 204      | School Secretary (Career Prep)        | D                      | 19.74     | 19.94     | TBD      | 20.04     | 20.24     | 20.34     | 20.54     | 20.64     | 20.85     |
| 205      | School Secretary (YouLearn.ca)        | F                      | 21.59     | 21.81     | TBD      | 21.92     | 22.14     | 22.25     | 22.47     | 22.58     | 22.81     |
| 208      | Administrative Secretary (Secondary)  | J                      | 25.57     | 25.83     | TBD      | 25.96     | 26.22     | 26.35     | 26.61     | 26.74     | 27.01     |
| 210      | Administrative Secretary (Elementary) | I                      | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 211      | Administrative Secretary (Elementary) | I                      | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 212      | Administrative Secretary (Secondary)  | J                      | 25.57     | 25.83     | TBD      | 25.96     | 26.22     | 26.35     | 26.61     | 26.74     | 27.01     |
| 213      | District Receptionist                 | E                      | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 228      | Payroll Assistant                     | G                      | 22.54     | 22.77     | TBD      | 22.88     | 23.11     | 23.23     | 23.46     | 23.58     | 23.82     |
| 231      | School Accounting Clerk               | E                      | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 239      | Accounting Clerk                      | E                      | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 247      | Special Services Secretary            | F                      | 21.59     | 21.81     | TBD      | 21.92     | 22.14     | 22.25     | 22.47     | 22.58     | 22.81     |
| 252A     | Transportation Assistant              | J                      | 25.57     | 25.83     | TBD      | 25.96     | 26.22     | 26.35     | 26.61     | 26.74     | 27.01     |
| 303      | Custodian                             | D                      | 19.74     | 19.94     | TBD      | 20.04     | 20.24     | 20.34     | 20.54     | 20.64     | 20.85     |
| 308      | Painter                               | K                      | 28.87     | 29.16     | TBD      | 29.31     | 29.60     | 29.75     | 30.05     | 30.20     | 30.50     |
| 309      | Grounds Worker                        | C                      | 18.84     | 19.03     | TBD      | 19.13     | 19.32     | 19.42     | 19.61     | 19.71     | 19.91     |
| 311      | Grounds Leadhand                      | I                      | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 312      | Carpenter                             | K                      | 28.87     | 29.16     | TBD      | 29.31     | 29.60     | 29.75     | 30.05     | 30.20     | 30.50     |
| 316      | Electrician                           | K                      | 28.87     | 29.16     | TBD      | 29.31     | 29.60     | 29.75     | 30.05     | 30.20     | 30.50     |
| 319      | Mechanic                              | K                      | 28.87     | 29.16     | TBD      | 29.31     | 29.60     | 29.75     | 30.05     | 30.20     | 30.50     |
| 324      | Benchwork Joiner (Cabinet Maker)      | K                      | 28.87     | 29.16     | TBD      | 29.31     | 29.60     | 29.75     | 30.05     | 30.20     | 30.50     |
| 327      | Bus Driver                            | I                      | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)**  
**Effective July 1, 2014 to June 30, 2019**  
**WAGE SCHEDULE "A"**

| Job. No. | Position Title                 | Job Eval.<br>Pay Grade | July 1/14 | July 1/15 | May 1/16 | July 1/16 | May 1/17  | July 1/17 | May 1/18  | July 1/18 | May 1/19  |
|----------|--------------------------------|------------------------|-----------|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|
|          |                                |                        |           | 1%        | ESD*     | 0.5%      | 1% + ESD* | 0.5%      | 1% + ESD* | 0.5%      | 1% + ESD* |
| 339      | Light Vehicle/Tractor Operator | C                      | 18.84     | 19.03     | TBD      | 19.13     | 19.32     | 19.42     | 19.61     | 19.71     | 19.91     |
| 345      | Maintenance Worker III         | G                      | 22.54     | 22.77     | TBD      | 22.88     | 23.11     | 23.23     | 23.46     | 23.58     | 23.82     |
| 408B     | Computer Technician            | N                      | 29.92     | 30.22     | TBD      | 30.37     | 30.67     | 30.82     | 31.13     | 31.29     | 31.60     |

\*ESD will be calculated pursuant to Appendix A of the 2014 Provincial Framework Agreement.

Custodian in charge of a one-custodian school shall receive fifty cents (\$.50) per hour in addition to their regular rate of pay.

Chief Custodian in charge of one or more custodians in a school shall receive fifty cents (\$.50) per hour and fifteen cents (\$.15) per hour for each custodian under their charge in addition to their regular rate of pay.

Rates for Leadhand

Leadhand shall receive a one dollar and seventy-one cents (\$1.71) premium in addition to their regular rate of pay. Leadhands must be designated by the Superintendent (or Designate). However, an employee shall not be considered as responsible for employees working with them unless designated as the Leadhand.

**SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)**  
**Effective July 1, 2014 to June 30, 2019**  
**WAGE SCHEDULE "A"**

| Job. No. | Position Title                        | Job Eval. | July 1/14 | July 1/15 | May 1/16 | July 1/16 | May 1/17  | July 1/17 | May 1/18  | July 1/18 | May 1/19  |
|----------|---------------------------------------|-----------|-----------|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|
|          |                                       | Pay Grade |           | 1%        | ESD*     | 0.5%      | 1% + ESD* | 0.5%      | 1% + ESD* | 0.5%      | 1% + ESD* |
| 101      | Student Supervisor                    | C         | 18.84     | 19.03     | TBD      | 19.13     | 19.32     | 19.42     | 19.61     | 19.71     | 19.91     |
| 104      | Education Assistant                   | F         | 21.59     | 21.81     | TBD      | 21.92     | 22.14     | 22.25     | 22.47     | 22.58     | 22.81     |
| 104A     | Education Assistant PC 1              | G         | 22.54     | 22.77     | TBD      | 22.88     | 23.11     | 23.23     | 23.46     | 23.58     | 23.82     |
| 104B     | Education Assistant PC 2              | H         | 23.54     | 23.78     | TBD      | 23.90     | 24.14     | 24.26     | 24.50     | 24.62     | 24.87     |
| 108      | Meals Program Coordinator             | E         | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 111      | Library Assistant                     | B         | 17.97     | 18.15     | TBD      | 18.24     | 18.42     | 18.51     | 18.70     | 18.79     | 18.98     |
| 113      | Library Technician                    | F         | 21.59     | 21.81     | TBD      | 21.92     | 22.14     | 22.25     | 22.47     | 22.58     | 22.81     |
| 116      | Brailist                              | H         | 23.54     | 23.78     | TBD      | 23.90     | 24.14     | 24.26     | 24.50     | 24.62     | 24.87     |
| 116C     | Visual Language Interpreter           | I         | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 118B     | Education Assistant (Work Experience) | H         | 23.54     | 23.78     | TBD      | 23.90     | 24.14     | 24.26     | 24.50     | 24.62     | 24.87     |
| 119      | Education Assistant (Job Coach)       | G         | 22.54     | 22.77     | TBD      | 22.88     | 23.11     | 23.23     | 23.46     | 23.58     | 23.82     |
| 135      | Strong Start Coordinator              | H         | 23.54     | 23.78     | TBD      | 23.90     | 24.14     | 24.26     | 24.50     | 24.62     | 24.87     |
| 202      | School Secretary                      | D         | 19.74     | 19.94     | TBD      | 20.04     | 20.24     | 20.34     | 20.54     | 20.64     | 20.85     |
| 206      | Computer Administration Secretary     | E         | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 207      | Administrative Secretary (Middle)     | J         | 25.57     | 25.83     | TBD      | 25.96     | 26.22     | 26.35     | 26.61     | 26.74     | 27.01     |
| 208      | Administrative Secretary (Secondary)  | J         | 25.57     | 25.83     | TBD      | 25.96     | 26.22     | 26.35     | 26.61     | 26.74     | 27.01     |
| 211      | Administrative Secretary (Elementary) | I         | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 214      | District Receptionist                 | E         | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 215      | Admin. Secretary (ConnectEd)          | I         | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 228      | Payroll Clerk II                      | G         | 22.54     | 22.77     | TBD      | 22.88     | 23.11     | 23.23     | 23.46     | 23.58     | 23.82     |
| 231      | School Accounting Clerk               | E         | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 236      | Purchasing Clerk/Computer Support     | H         | 23.54     | 23.78     | TBD      | 23.90     | 24.14     | 24.26     | 24.50     | 24.62     | 24.87     |
| 239      | Accounts Payable/Receivable Clerk     | E         | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 242      | Accountant                            | K         | 26.61     | 26.88     | TBD      | 27.01     | 27.28     | 27.42     | 27.69     | 27.83     | 28.11     |
| 244      | District Secretary Education Program  | H         | 23.54     | 23.78     | TBD      | 23.90     | 24.14     | 24.26     | 24.50     | 24.62     | 24.87     |
| 267      | District Secretary (Maintenance)      | F         | 21.59     | 21.81     | TBD      | 21.92     | 22.14     | 22.25     | 22.47     | 22.58     | 22.81     |
| 303      | Custodian                             | D         | 19.74     | 19.94     | TBD      | 20.04     | 20.24     | 20.34     | 20.54     | 20.64     | 20.85     |
| 308      | QT - Painter                          | K         | 28.87     | 29.16     | TBD      | 29.31     | 29.60     | 29.75     | 30.05     | 30.20     | 30.50     |
| 309      | Utility Grounds                       | C         | 18.84     | 19.03     | TBD      | 19.13     | 19.32     | 19.42     | 19.61     | 19.71     | 19.91     |
| 309A     | Utility Grounds (Pesticide)           | D         | 19.74     | 19.94     | TBD      | 20.04     | 20.24     | 20.34     | 20.54     | 20.64     | 20.85     |
| 312      | QT - Carpenter                        | K         | 28.87     | 29.16     | TBD      | 29.31     | 29.60     | 29.75     | 30.05     | 30.20     | 30.50     |
| 316      | QT - Electrician                      | K         | 28.87     | 29.16     | TBD      | 29.31     | 29.60     | 29.75     | 30.05     | 30.20     | 30.50     |
| 320      | QT - Plumbing, Heating, Cool. & Vent. | K         | 28.87     | 29.16     | TBD      | 29.31     | 29.60     | 29.75     | 30.05     | 30.20     | 30.50     |
| 324      | QT - Benchwork Join. (Cabinet Maker)  | K         | 28.87     | 29.16     | TBD      | 29.31     | 29.60     | 29.75     | 30.05     | 30.20     | 30.50     |

**SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)**  
**Effective July 1, 2014 to June 30, 2019**  
**WAGE SCHEDULE "A"**

| Job. No.  | Position Title                        | Job Eval.<br>Pay Grade | July 1/14 | July 1/15 | May 1/16 | July 1/16 | May 1/17  | July 1/17 | May 1/18  | July 1/18 | May 1/19  |
|-----------|---------------------------------------|------------------------|-----------|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|
|           |                                       |                        |           | 1%        | ESD*     | 0.5%      | 1% + ESD* | 0.5%      | 1% + ESD* | 0.5%      | 1% + ESD* |
| 327       | Bus Driver                            | I                      | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 338       | Pickup and Delivery                   | D                      | 19.74     | 19.94     | TBD      | 20.04     | 20.24     | 20.34     | 20.54     | 20.64     | 20.85     |
| 341       | Warehouse Person                      | E                      | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 343       | Grounds Technician                    | I                      | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 345B      | Maintenance II                        | F                      | 21.59     | 21.81     | TBD      | 21.92     | 22.14     | 22.25     | 22.47     | 22.58     | 22.81     |
| 408A      | IT Systems Administrator              | O                      | 31.06     | 31.37     | TBD      | 31.53     | 31.85     | 32.01     | 32.33     | 32.49     | 32.81     |
| 409       | District Data Coord./Software Support | K                      | 26.61     | 26.88     | TBD      | 27.01     | 27.28     | 27.42     | 27.69     | 27.83     | 28.11     |
| Not Rated | Casual Labour 1 (Student Help Only)   | N/A                    | 17.93     | 18.11     | TBD      | 18.20     | 18.38     | 18.47     | 18.65     | 18.74     | 18.93     |

\*ESD will be calculated pursuant to Appendix A of the 2014 Provincial Framework Agreement.

Custodian in charge of a one-custodian school shall receive fifty cents (\$.50) per hour in addition to their regular rate of pay.

Chief Custodian in charge of one or more custodians in a school shall receive fifty cents (\$.50) per hour and fifteen cents (\$.15) per hour for each custodian under their charge in addition to their regular rate of pay.

**Rates for Leadhand**

Leadhand shall receive a one dollar and seventy-one cents (\$1.71) premium in addition to their regular rate of pay. Leadhands must be designated by the Superintendent (or Designate). However, an employee shall not be considered as responsible for employees working with them unless designated as the Leadhand.

**SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**  
**Effective July 1, 2014 to June 30, 2019**  
**WAGE SCHEDULE "A"**

| Job. No. | Position Title                        | Job Eval.<br>Pay Grade | July 1/14 | July 1/15 | May 1/16 | July 1/16 | May 1/17  | July 1/17 | May 1/18  | July 1/18 | May 1/19  |
|----------|---------------------------------------|------------------------|-----------|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|
|          |                                       |                        |           | 1%        | ESD*     | 0.5%      | 1% + ESD* | 0.5%      | 1% + ESD* | 0.5%      | 1% + ESD* |
| 101      | Lunch Hour Supervision Aide           | C                      | 18.84     | 19.03     | TBD      | 19.13     | 19.32     | 19.42     | 19.61     | 19.71     | 19.91     |
| 102      | Early Childhood Ed./Multi-Grade Class | G                      | 22.54     | 22.77     | TBD      | 22.88     | 23.11     | 23.23     | 23.46     | 23.58     | 23.82     |
| 103      | Crossing Guard                        | A                      | 17.13     | 17.30     | TBD      | 17.39     | 17.56     | 17.65     | 17.83     | 17.92     | 18.10     |
| 104      | Education Assistant                   | F                      | 21.59     | 21.81     | TBD      | 21.92     | 22.14     | 22.25     | 22.47     | 22.58     | 22.81     |
| 104B     | Education Assistant Personal Care     | H                      | 23.54     | 23.78     | TBD      | 23.90     | 24.14     | 24.26     | 24.50     | 24.62     | 24.87     |
| 105A     | Language Monitor                      | A                      | 17.13     | 17.30     | TBD      | 17.39     | 17.56     | 17.65     | 17.83     | 17.92     | 18.10     |
| 109B     | Meals Program Worker                  | A                      | 17.13     | 17.30     | TBD      | 17.39     | 17.56     | 17.65     | 17.83     | 17.92     | 18.10     |
| 111      | Library Assistant/Clerk               | B                      | 17.97     | 18.15     | TBD      | 18.24     | 18.42     | 18.51     | 18.70     | 18.79     | 18.98     |
| 115      | Educational Support Worker            | I                      | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 116A     | Education Assistant (Interpreter)     | I                      | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 116B     | Sign Language Interpreter             | I                      | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 117      | In School Suspension Supervisor       | A                      | 17.13     | 17.30     | TBD      | 17.39     | 17.56     | 17.65     | 17.83     | 17.92     | 18.10     |
| 120      | Career Centre Clerk                   | E                      | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 121      | Music Accompanist                     | C                      | 18.84     | 19.03     | TBD      | 19.13     | 19.32     | 19.42     | 19.61     | 19.71     | 19.91     |
| 122      | Music Resource Secretary              | C                      | 18.84     | 19.03     | TBD      | 19.13     | 19.32     | 19.42     | 19.61     | 19.71     | 19.91     |
| 128A     | Aboriginal Education Worker           | G                      | 22.54     | 22.77     | TBD      | 22.88     | 23.11     | 23.23     | 23.46     | 23.58     | 23.82     |
| 135      | Strong Start Coordinator              | H                      | 23.54     | 23.78     | TBD      | 23.90     | 24.14     | 24.26     | 24.50     | 24.62     | 24.87     |
| 201      | School Secretary I                    | D                      | 19.74     | 19.94     | TBD      | 20.04     | 20.24     | 20.34     | 20.54     | 20.64     | 20.85     |
| 205      | School Secretary Storefront           | F                      | 21.59     | 21.81     | TBD      | 21.92     | 22.14     | 22.25     | 22.47     | 22.58     | 22.81     |
| 205A     | School Secretary - Gateway            | H                      | 23.54     | 23.78     | TBD      | 23.90     | 24.14     | 24.26     | 24.50     | 24.62     | 24.87     |
| 206      | School Secretary II                   | E                      | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 206A     | Computer Admin. Secretary II          | F                      | 21.59     | 21.81     | TBD      | 21.92     | 22.14     | 22.25     | 22.47     | 22.58     | 22.81     |
| 208      | Secondary Secretary In-Charge         | J                      | 25.57     | 25.83     | TBD      | 25.96     | 26.22     | 26.35     | 26.61     | 26.74     | 27.01     |
| 210      | Elementary Secretary In-Charge        | I                      | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 214      | District Receptionist                 | E                      | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 215      | Secretary - Education Outreach        | I                      | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 227      | Payroll Clerk                         | F                      | 21.59     | 21.81     | TBD      | 21.92     | 22.14     | 22.25     | 22.47     | 22.58     | 22.81     |
| 228      | Payroll Clerk/Benefits                | G                      | 22.54     | 22.77     | TBD      | 22.88     | 23.11     | 23.23     | 23.46     | 23.58     | 23.82     |
| 229      | Human Resources/Payroll Clerk         | E                      | 20.64     | 20.85     | TBD      | 20.95     | 21.16     | 21.27     | 21.48     | 21.59     | 21.81     |
| 233      | District Buyer                        | I                      | 24.54     | 24.79     | TBD      | 24.91     | 25.16     | 25.29     | 25.54     | 25.67     | 25.93     |
| 235      | Purchasing Clerk II                   | D                      | 19.74     | 19.94     | TBD      | 20.04     | 20.24     | 20.34     | 20.54     | 20.64     | 20.85     |
| 238B     | Accounts Payable Clerk                | D                      | 19.74     | 19.94     | TBD      | 20.04     | 20.24     | 20.34     | 20.54     | 20.64     | 20.85     |

**SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

**Effective July 1, 2014 to June 30, 2019**

**WAGE SCHEDULE "A"**

| Job. No.  | Position Title                            | Job Eval.<br>Pay Grade | July 1/14 | July 1/15<br>1% | May 1/16<br>ESD* | July 1/16<br>0.5% | May 1/17<br>1% + ESD* | July 1/17<br>0.5% | May 1/18<br>1% + ESD* | July 1/18<br>0.5% | May 1/19<br>1% + ESD* |
|-----------|-------------------------------------------|------------------------|-----------|-----------------|------------------|-------------------|-----------------------|-------------------|-----------------------|-------------------|-----------------------|
| 239       | Accounting Clerk                          | E                      | 20.64     | 20.85           | TBD              | 20.95             | 21.16                 | 21.27             | 21.48                 | 21.59             | 21.81                 |
| 243A      | Secretary/Receptionist                    | E                      | 20.64     | 20.85           | TBD              | 20.95             | 21.16                 | 21.27             | 21.48                 | 21.59             | 21.81                 |
| 244A      | Board Office Secretary IV                 | I                      | 24.54     | 24.79           | TBD              | 24.91             | 25.16                 | 25.29             | 25.54                 | 25.67             | 25.93                 |
| 244B      | Brd Office Sec IV - Sec. to Direct. Inst. | J                      | 25.57     | 25.83           | TBD              | 25.96             | 26.22                 | 26.35             | 26.61                 | 26.74             | 27.01                 |
| 252       | Sec. - Transportation Dispatcher          | I                      | 24.54     | 24.79           | TBD              | 24.91             | 25.16                 | 25.29             | 25.54                 | 25.67             | 25.93                 |
| 252B      | Secretary-Receptionist Operations         | E                      | 20.64     | 20.85           | TBD              | 20.95             | 21.16                 | 21.27             | 21.48                 | 21.59             | 21.81                 |
| 253       | Transp. Operations and Training           | J                      | 25.57     | 25.83           | TBD              | 25.96             | 26.22                 | 26.35             | 26.61                 | 26.74             | 27.01                 |
| 260       | Machine Operator Clerk                    | A                      | 17.13     | 17.30           | TBD              | 17.39             | 17.56                 | 17.65             | 17.83                 | 17.92             | 18.10                 |
| 263B      | District Secretary/Resource Centre        | E                      | 20.64     | 20.85           | TBD              | 20.95             | 21.16                 | 21.27             | 21.48                 | 21.59             | 21.81                 |
| 268       | District Secretary/Maintenance            | I                      | 24.54     | 24.79           | TBD              | 24.91             | 25.16                 | 25.29             | 25.54                 | 25.67             | 25.93                 |
| 303       | Custodian                                 | D                      | 19.74     | 19.94           | TBD              | 20.04             | 20.24                 | 20.34             | 20.54                 | 20.64             | 20.85                 |
| 308       | QT - Painter                              | K                      | 28.87     | 29.16           | TBD              | 29.31             | 29.60                 | 29.75             | 30.05                 | 30.20             | 30.50                 |
| 309       | Grounds Labourer                          | C                      | 18.84     | 19.03           | TBD              | 19.13             | 19.32                 | 19.42             | 19.61                 | 19.71             | 19.91                 |
| 312       | QT - Carpenter                            | K                      | 28.87     | 29.16           | TBD              | 29.31             | 29.60                 | 29.75             | 30.05                 | 30.20             | 30.50                 |
| 316       | QT - Electrician                          | K                      | 28.87     | 29.16           | TBD              | 29.31             | 29.60                 | 29.75             | 30.05                 | 30.20             | 30.50                 |
| 319       | QT - Mechanic                             | K                      | 28.87     | 29.16           | TBD              | 29.31             | 29.60                 | 29.75             | 30.05                 | 30.20             | 30.50                 |
| 320       | QT - Plumber                              | K                      | 28.87     | 29.16           | TBD              | 29.31             | 29.60                 | 29.75             | 30.05                 | 30.20             | 30.50                 |
| 322       | QT - Heating, Vent., Air Conditioning     | K                      | 28.87     | 29.16           | TBD              | 29.31             | 29.60                 | 29.75             | 30.05                 | 30.20             | 30.50                 |
| 324       | QT - Benchwork/Joinery                    | K                      | 28.87     | 29.16           | TBD              | 29.31             | 29.60                 | 29.75             | 30.05                 | 30.20             | 30.50                 |
| 327       | Bus Driver                                | I                      | 24.54     | 24.79           | TBD              | 24.91             | 25.16                 | 25.29             | 25.54                 | 25.67             | 25.93                 |
| 329A      | Bus Driver/Trainer                        | J                      | 25.57     | 25.83           | TBD              | 25.96             | 26.22                 | 26.35             | 26.61                 | 26.74             | 27.01                 |
| 339       | Light Vehicle Operator                    | C                      | 18.84     | 19.03           | TBD              | 19.13             | 19.32                 | 19.42             | 19.61                 | 19.71             | 19.91                 |
| 339A      | Light Vehicle Operator                    | E                      | 20.64     | 20.85           | TBD              | 20.95             | 21.16                 | 21.27             | 21.48                 | 21.59             | 21.81                 |
| 342       | Grounds Person-Operator/Certified         | G                      | 22.54     | 22.77           | TBD              | 22.88             | 23.11                 | 23.23             | 23.46                 | 23.58             | 23.82                 |
| 348       | Shipper/Receiver                          | G                      | 22.54     | 22.77           | TBD              | 22.88             | 23.11                 | 23.23             | 23.46                 | 23.58             | 23.82                 |
| 407       | Electronic Service Technician             | J                      | 25.57     | 25.83           | TBD              | 25.96             | 26.22                 | 26.35             | 26.61                 | 26.74             | 27.01                 |
| 408       | Computer Network Technician               | N                      | 29.92     | 30.22           | TBD              | 30.37             | 30.67                 | 30.82             | 31.13                 | 31.29             | 31.60                 |
| Not Rated | Casual Labour 1 (Student Help Only)       | N/A                    | 17.93     | 18.11           | TBD              | 18.20             | 18.38                 | 18.47             | 18.65                 | 18.74             | 18.93                 |

\*ESD will be calculated pursuant to Appendix A of the 2014 Provincial Framework Agreement.

**SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**  
**Effective July 1, 2014 to June 30, 2019**  
**WAGE SCHEDULE "A"**

Custodian in charge of a one-custodian school shall receive fifty cents (\$.50) per hour in addition to their regular rate of pay.

Chief Custodian in charge of one or more custodians in a school shall receive fifty cents (\$.50) per hour and fifteen cents per hour for each custodian under their charge in addition to their regular rate of pay.

Construction

Employees assigned to new construction, where the project is over Thirty Thousand Dollars (\$30,000) will be paid fifteen (15%) percent above their basic rate (effective July 1st, 1974). The rates for Forepersons are not subject to this clause.

Rates for Leadhand

Leadhand shall receive a one dollar and seventy-one cents (\$1.71) premium in addition to their regular rate of pay. Leadhands must be designated by the Superintendent (or Designate). However, an employee shall not be considered as responsible for employees working with them unless designated as the Leadhand.

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)**  
**SCHEDULE "B"**

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

**WORK SCHEDULE**

|                                               |                                                                                                                                                                   |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Custodians:                                   | Between 2:30 PM and 12:00 midnight<br>(on days when school is not in session,<br>employees will have the option to work the<br>maintenance/grounds work schedule) |
| Maintenance/Grounds:                          | 7:00 a.m. - 3:30 p.m.<br>(1/2 hour unpaid lunch)                                                                                                                  |
| Bus Drivers:                                  | To be arranged according to requirements of the route<br>and other duties, but in no event to extend over a period<br>longer than twelve (12) hours.              |
| Office Employees and<br>Education Assistants: | Between 8:00 AM and 4:30 PM                                                                                                                                       |

**SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)**  
**SCHEDULE "B"**

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

**SHIFTS**

Normal shifts are as follows:

|                                                                        |                                                                                                                                                                                                               |
|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6:00 a.m. - 3:00 p.m.                                                  | 1 hour off for lunch (unpaid)                                                                                                                                                                                 |
| 7:00 a.m. - 3:30 p.m.                                                  | 1/2 hour off for lunch (unpaid)                                                                                                                                                                               |
| 1:00 p.m. - 11:30 p.m.                                                 | 8 hours work, ½ hour off for a meal break (unpaid). Employer may require an employee to remain on premises during the meal break. If required, a paid ½ hour meal break will be included in the 8 hours work. |
| 8:00 a.m. - 4:30 p.m.                                                  | 1/2 hour off for lunch                                                                                                                                                                                        |
| Graveyard Shift<br>10:30 p.m. - 7:00 a.m.<br>(Custodial Shifts at PSS) | 8 hours work, ½ hour off for a meal break (unpaid). Employer may require an employee to remain on premises during the meal break. If required a paid ½ hour meal break will be included in the 8 hours work.  |

Other than normal shifts:

4:00 p.m. - 12:00 midnight

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

Bus drivers

Two (2) hours in a.m. (per schedule) and two (2) hours in p.m.

**SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**  
**SCHEDULE "B"**

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

SHIFTS

|                         |                                                                                                                                                                                                                                                                                |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Day Shifts              | Between 7:00 a.m. and 5:00 p.m. (8 working hours with 1/2 hour unpaid lunch break)                                                                                                                                                                                             |
| Afternoon Shift         | Between 1:00 p.m. and 11:30 p.m. (8 working hours and ½ hour unpaid meal break). The Employer may require an employee to remain on premises during the meal break. If so required the paid ½ hour meal break will be included in the 8 hours of work.                          |
| Weekend Graveyard Shift | Between 11:30 p.m. and 8:00 a.m. Friday, Saturday and Sunday (8 working hours and 1/2 hour unpaid meal break). The Employer may require an employee to remain on premises during the meal break. If required, the paid ½ hour meal break will be included in the 8 hours work. |

Where there are two or more full-time custodians in a Secondary school one work shift will be a day shift.

When scheduling of building use permits, employees will be allowed to work a day shift during school vacations.

With mutual agreement of the Supervisor and employees, custodians may trade shifts or positions on a temporary basis. Should the trade continue for longer than a 30-day period it shall be subject to review in conjunction with the Union. Employees will be paid the rate for the position they actually work. A shift exchange within a school or complex will not constitute an exchange of position unless an exchange of duties also takes place.

Maintenance shifts shall normally be between the hours of 7:00 a.m. and 5:00 p.m.

## **LETTER OF UNDERSTANDING #1**

### **BETWEEN**

**OKANAGAN LABOUR RELATIONS COUNCIL  
THE DELEGATED BARGAINING AUTHORITY FOR  
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
ACCREDITED FOR AND REPRESENTING:**

**THE BOARDS OF EDUCATION OF:**

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)  
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

### **AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

#### Joint Job Evaluation Committee Maintenance Procedures

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

1. Joint Job Evaluation Committee
  - 1.1 The parties shall each appoint three (3) members to the Joint Job Evaluation Committee.
  - 1.2 The terms of reference of the Committee shall be as set out in this Letter of Understanding.
  - 1.3 The Committee shall meet as required to carry out its tasks. Evaluations of positions under Section 2 - Evaluations and Section 3 - Appeal Procedures shall be completed within six (6) months of submission under sections 2.1.2, 2.2.1 or 3.1.1 as the case may be.
  - 1.4 A Committee member shall be excused from rating his or her own job, the position of a direct subordinate, or any employee where the rating of that job may place them in a conflict of interest.

## Joint Job Evaluation Committee Maintenance Procedures cont'd.

### 2. Evaluations

#### 2.1 Creating of a new position

- 2.1.1 It is the responsibility of the Employer to prepare a job description whenever a new job is created.
- 2.1.2 The job description shall be referred to the Committee which will determine the appropriate rating and advise the Employer.
- 2.1.3 The Employer shall provide the incumbent of the new position with a copy of the job description and rating upon appointment.
- 2.1.4 If the Committee is unable to establish a rating for a newly created job prior to posting of the position, the Employer may proceed with implementation using an interim rating.
- 2.1.5 After six months, a questionnaire shall be completed by the incumbent and referred to the Committee.

#### 2.2 Changes to existing positions

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

- 2.2.1 The Employer or incumbent shall complete a Request for Review Form, forwarding copies to the Committee to review as soon as possible.
- 2.2.2 The Committee shall review and confirm or revise the evaluation, if necessary, ensuring the adequacy of the job description and/or application of the evaluation manual.
- 2.2.3 The Joint Job Evaluation Committee will consider whether all incumbents to that job number need to be part of the evaluation process. Adjustments to pay rates arrived at through the joint job evaluation process shall apply to all incumbents of a job number.

### Joint Job Evaluation Committee Maintenance Procedures cont'd.

- 2.2.4 Copies of the Advice of Decision form shall be forwarded to the Employee, the Employer(s) and the Union.
- 2.2.5 If either the employee, the Union or the Employer does not agree, the decision may be challenged through the appeal procedures as outlined.
- 2.2.6 When a job description and evaluation is changed by the foregoing process, it shall be implemented retroactively to the date when the Request for Review form was completed and submitted to the Secretary-Treasurer or designate by the employee.
- 2.2.7 Any employee affected by downward adjustment shall be red-circled as of the date in 2.2.6 above.

### 3. Appeal Procedures

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

Steps in the Appeal Procedure are as follows:

- 3.1.1 When there is a concern that the job description is inadequate or the rating is incorrect, it shall be referred to the Committee, who may discuss the matter with the incumbent(s) and the Employer. Concerns should be referred to the Committee as soon as possible after they become apparent.
- 3.1.2 If the Committee agrees to a change in the evaluation, it shall be revised and implemented accordingly.
- 3.1.3 If the Committee does not agree that a discrepancy exists, the Committee will so advise the parties.
- 3.1.4 If the parties involved do not accept the Committee's decision, the Union or Employer may pursue the matter through the arbitration process.
- 3.1.5 When a job evaluation is changed by the foregoing process, it shall be implemented retroactively to the date as in 2.2.6.

Joint Job Evaluation Committee Maintenance Procedures cont'd.

4. Arbitration Procedures

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

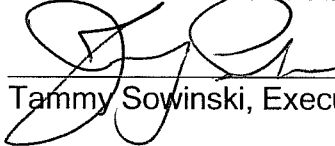
5. General Maintenance Procedures

The Committee shall:

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

SIGNED this 31<sup>st</sup> day of October, 2014.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Tammy Sowinski, Executive Director

FOR THE UNION:

  
\_\_\_\_\_  
President, Local 523  
  
\_\_\_\_\_  
Secretary-Treasurer, Local 523

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**OKANAGAN LABOUR RELATIONS COUNCIL  
THE DELEGATED BARGAINING AUTHORITY FOR  
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
ACCREDITED FOR AND REPRESENTING:**

**THE BOARDS OF EDUCATION OF:**

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)  
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

Overtime Rates (Bus Drivers)

The parties hereby agree that the interpretation of "appropriate overtime rates" in Article 17(c) of the Agreement with respect to part-time drivers working less than eight (8) hours per day shall be as follows:

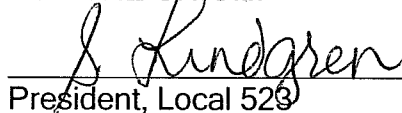
- Straight time for hours worked between the employees' regularly assigned hours and eight (8) hours on a normal working day;
- In accordance with Article 17(a) for work beyond eight (8) hours on a normal working day;
- In accordance with Article 17(b) on Saturdays, Sundays and holidays.

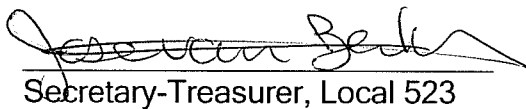
SIGNED this 31<sup>st</sup> day of October, 2014.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Tammy Sowinski, Executive Director

FOR THE UNION:

  
\_\_\_\_\_  
President, Local 523

  
\_\_\_\_\_  
Secretary-Treasurer, Local 523

## LETTER OF UNDERSTANDING #3

### BETWEEN

**OKANAGAN LABOUR RELATIONS COUNCIL  
THE DELEGATED BARGAINING AUTHORITY FOR  
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
ACCREDITED FOR AND REPRESENTING:**

**THE BOARDS OF EDUCATION OF:**

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)  
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

### AND

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

#### Provincial Accord Re School Year Layoffs

1. The Public Sector Accord on K-12 Support Staff Issues contains the following provision:

#### *Government Funding Flows*

*To address the structure and operation of government funding flows, Government will commit to ensuring that the funding allocation formula used to calculate the preliminary funding (spring) for districts will be utilized to calculate final funding (fall) allocations to districts. Further, it will commit to providing school districts with the technical ability to calculate final funding allocations during the month of September. School districts and local unions agree to cooperate in implementing the operational practices/parameters to facilitate the achievement of the staffing process contemplated by this element of the Accord. This includes identifying ways to address emergent circumstances occurring after September 30<sup>th</sup>. In return, school districts will commit that regular (continuing) support staff employees in positions as at September 30<sup>th</sup> will not be declared surplus (laid off) to the districts for that school year.*

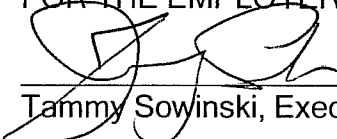
2. The parties agree that this provision applies to all regular and probationary employees in regular positions as at September 30, 2000 and each subsequent September 30 for the life of this Letter.

Provincial Accord Re School Year Layoffs cont'd

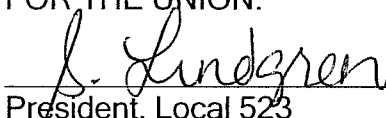
3. In the event that an employee is to be laid off or to have a reduction of hours, the provisions of Article 11 shall apply to employees other than Education Assistants. Education Assistants shall be governed by the Letter of Understanding re Education Assistants. There shall be no reduction of normal compensation for employees covered by this provision prior to the end of the school year unless the employee declines reasonable alternate work, accepts layoff or bumps.
4. Where an employee alleges that the alternate work offer is unreasonable, the parties shall meet to resolve the matter. Failing agreement, the matter shall be determined through expedited arbitration within the thirty-day notice period for layoff.

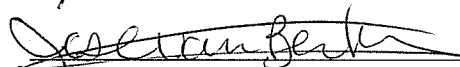
SIGNED this 31<sup>st</sup> day of October, 2014.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Tammy Sowinski, Executive Director

FOR THE UNION:

  
\_\_\_\_\_  
President, Local 523

  
\_\_\_\_\_  
Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING #4

BETWEEN

OKANAGAN LABOUR RELATIONS COUNCIL  
THE DELEGATED BARGAINING AUTHORITY FOR  
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
ACCREDITED FOR AND REPRESENTING:

THE BOARDS OF EDUCATION OF:

SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)  
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)

AND

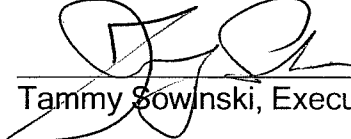
LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

Student Field Trips (Excluding Bus Drivers)

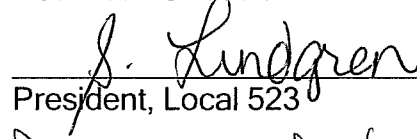
1. When required by the Employer to accompany a student(s) on a field trip, an employee shall be paid at straight time for all hours actually worked up to thirty-five (35) hours in a week.
2. Hours worked in any overnight situation shall exclude eight (8) hours sleeping time and one (1) hour per meal per day.
3. Any hours worked over thirty-five (35) hours in a week shall be at the applicable overtime rates even if worked as part of the employee's regularly scheduled shifts.
4. An employee shall be allowed to work their regularly scheduled shifts even if thirty-five (35) hours work has been reached in that week due to the field trip.

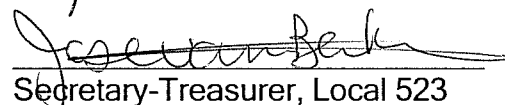
SIGNED this 31<sup>st</sup> day of October, 2014.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Tammy Sowinski, Executive Director

FOR THE UNION:-

  
\_\_\_\_\_  
President, Local 523

  
\_\_\_\_\_  
Secretary-Treasurer, Local 523

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**OKANAGAN LABOUR RELATIONS COUNCIL  
THE DELEGATED BARGAINING AUTHORITY FOR  
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
ACCREDITED FOR AND REPRESENTING:**

**THE BOARDS OF EDUCATION OF:**

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)  
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

The parties agree as follows:

Supervisors and Crossing Guards

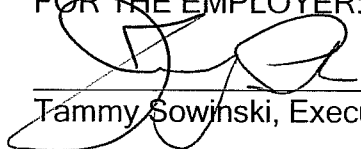
1. That the terms and conditions of the present CUPE contract apply to the above except as hereinafter amended:
2.
  - a. Seniority for regular Supervisors and Crossing Guards is applied on a Supervisor/Crossing Guards classification only basis. Seniority shall be accumulated in hours and be effective from the date of employment and/or September 1, 1989, whichever last occurred and maintained as a separate list.
  - b. Temporary Supervisors and/or Crossing Guards shall not accumulate seniority and shall not be entitled to special consideration by right of seniority.
  - c. Employees shall be entitled to use their seniority for the following purpose only:  
-- call to work within the Supervisor/Crossing Guard classification;
  - d. Seniority accumulated as a Supervisor and/or a Crossing Guard shall not be considered in job postings for other job classifications within the bargaining unit although any such employee who applies shall be given the same consideration as other non-seniority-rated applicants.

Supervisors and Crossing Guards cont'd.

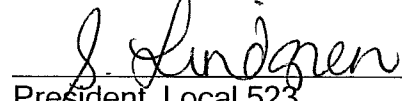
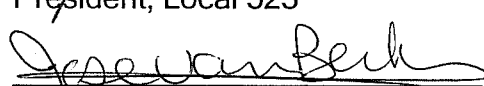
- e. When a Supervisor or Crossing Guard is the successful applicant to a regular position, their seniority within the Supervisor/Crossing Guard classification shall be converted and back dated to a calendar date upon successful completion of the probationary period based on the following formula: 80 hours worked = 1 month seniority.
3. Regular employees who are successful applicants for the position of Supervisor/Crossing Guard shall be subject to the terms and conditions as listed in this Letter of Understanding if the employer permits employees to hold more than one job.
4. It is recognized that teachers and administrative officers may also provide supervision pursuant to the *School Act*. This Letter of Understanding is not applicable to teachers.
5. Employees shall not be paid overtime as a result of work performed by them as Supervisors or Crossing Guards.

SIGNED this 31<sup>st</sup> day of October, 2014.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Tammy Sowinski, Executive Director

FOR THE UNION:

  
\_\_\_\_\_  
President, Local 523  
  
\_\_\_\_\_  
Secretary-Treasurer, Local 523

**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**OKANAGAN LABOUR RELATIONS COUNCIL  
THE DELEGATED BARGAINING AUTHORITY FOR  
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
ACCREDITED FOR AND REPRESENTING:**

**THE BOARDS OF EDUCATION OF:**

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)  
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

Education Assistants

In the event an education assistant (which term is used in its generic sense) is about to lose their position or to lose hours during the school year, the Board:

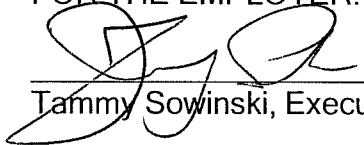
1. May create a new education assistant position for the balance of that school year into which the employee shall be placed after consultation with, and agreement of, the union, so long as the position is reasonable considering the geography and affected employee's qualification and experience. The position shall be of equal or greater hours at an equal or greater pay rate.
2. May lay off the education assistant with the least seniority within the same geographical area and offer this position to the education assistant who is about to lose their position or hours. The Board must guarantee the original education assistant equivalent hours and pay rate. The laid off junior employee would have bumping rights.
3. At the end of that school year any position created under paragraph 1 and continuing into the next school year shall be posted and any employee affected by this letter, who has not already done so, shall be able to exercise their bumping rights.
4. Any affected employee shall have the option of accepting layoff for the remainder of the school year and/or be placed on the casual list if they do not wish to accept the positions offered.

Education Assistants cont'd.

5. The designated geographical areas shall be determined by agreement of the Local and the school district.

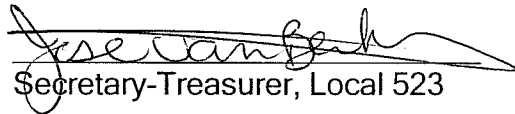
SIGNED this 31<sup>st</sup> day of October, 2014.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Tammy Sowinski, Executive Director

FOR THE UNION:

  
\_\_\_\_\_  
President, Local 523

  
\_\_\_\_\_  
Secretary-Treasurer, Local 523

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

**OKANAGAN LABOUR RELATIONS COUNCIL  
THE DELEGATED BARGAINING AUTHORITY FOR  
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
ACCREDITED FOR AND REPRESENTING:**

**THE BOARDS OF EDUCATION OF:**

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)  
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

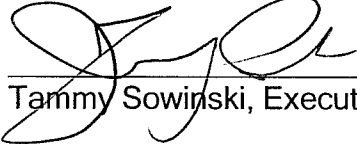
Training (In-Service)

The parties agree that in-service training shall be provided during the term of the agreement to all employees. In-service training may include district workshops, out-of-district workshops, college courses, on the job training and individualized and group training programs.

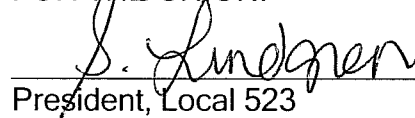
The subject matter and timing shall be determined by the Employer and shall not interfere with the regular operation of the school district.

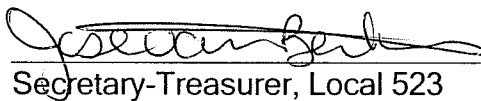
SIGNED this 31<sup>st</sup> day of October, 2014.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Tammy Sowinski, Executive Director

FOR THE UNION:

  
\_\_\_\_\_  
President, Local 523

  
\_\_\_\_\_  
Secretary-Treasurer, Local 523

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

**OKANAGAN LABOUR RELATIONS COUNCIL  
THE DELEGATED BARGAINING AUTHORITY FOR  
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
ACCREDITED FOR AND REPRESENTING:**

**THE BOARDS OF EDUCATION OF:**

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)  
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

Leave of Absence for Union Business

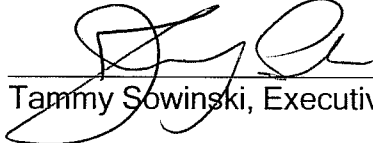
It is agreed that Union representatives on Union leave shall continue to receive their pay directly from the School District.

When applicable, the Union shall reimburse the District for the wages paid. In addition, a compensation top up of 24% shall be paid by the Union for benefit costs.

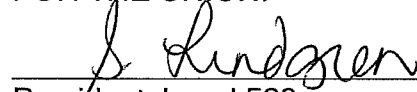
This letter shall apply through to the expiration of this collective agreement, after which it is subject to re-negotiation between the Parties.

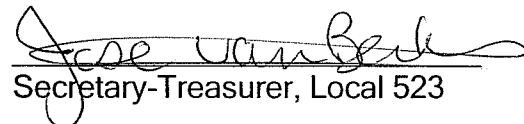
SIGNED this 31<sup>st</sup> day of October, 2014.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Tammy Sowinski, Executive Director

FOR THE UNION:

  
\_\_\_\_\_  
President, Local 523

  
\_\_\_\_\_  
Secretary-Treasurer, Local 523

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

**OKANAGAN LABOUR RELATIONS COUNCIL**

**THE DELEGATED BARGAINING AUTHORITY FOR  
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
ACCREDITED FOR AND REPRESENTING:**

**THE BOARDS OF EDUCATION OF:**

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)  
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)  
(hereinafter referred to collectively as the "Employer")**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS  
(hereinafter referred to as the "Union")**

**StrongStart Coordinator**

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

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

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

StrongStart Coordinator cont'd

*StrongStart Coordinators*

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

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

Minimum Hours

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

Break Periods

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

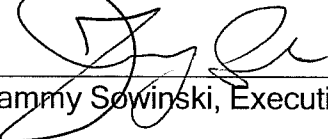
4. School District No. 83 - Early Learning Educator

The Union and the Employer agree that terms of this Letter of Understanding also apply to the position titled "Early Learning Educator" in School District No. 83 in the same manner as they apply to the StrongStart Coordinator positions.

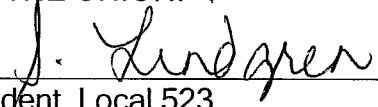
5. The Union and the Employer agree that this Letter of Understanding will continue until such time as the Union and the Employer agree to terminate or amend the Letter of Understanding.

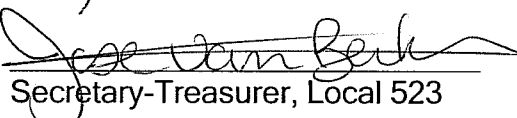
SIGNED this 31<sup>st</sup> day of October, 2014.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Tammy Sowinski, Executive Director

FOR THE UNION:

  
\_\_\_\_\_  
President, Local 523

  
\_\_\_\_\_  
Secretary-Treasurer, Local 523

**LETTER OF UNDERSTANDING #10**

**BETWEEN**

**OKANAGAN LABOUR RELATIONS COUNCIL  
THE DELEGATED BARGAINING AUTHORITY FOR  
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
ACCREDITED FOR AND REPRESENTING:**

**THE BOARDS OF EDUCATION OF:**

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)  
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

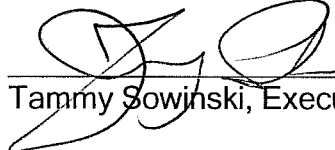
Ethno-Cultural and Religious Leaves of Absence

Where established ethno-cultural or religious practices provide for ceremonial occasions, the employer may grant up to five (5) days leave without pay per school year. Such leave is to be requested in writing and shall give reasonable notice to the Employer considering all of the circumstances of the leave.

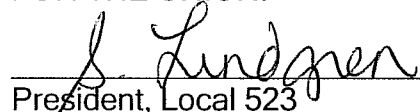
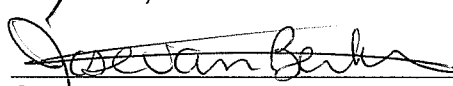
This letter shall apply through to the expiration of this collective agreement, after which it is subject to re-negotiation between the Parties.

SIGNED this 31<sup>st</sup> day of October, 2014.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Tammy Sowinski, Executive Director

FOR THE UNION:

  
\_\_\_\_\_  
President, Local 523  
  
\_\_\_\_\_  
Secretary-Treasurer, Local 523

**LETTER OF UNDERSTANDING #11**

**BETWEEN**

**OKANAGAN LABOUR RELATIONS COUNCIL  
THE DELEGATED BARGAINING AUTHORITY FOR  
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
ACCREDITED FOR AND REPRESENTING:**

**THE BOARDS OF EDUCATION OF:**

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)  
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

Summer Replacement Workers

This Letter of Understanding outlines the agreed-upon practice of allocating summer work according to Article 11(h) of the Collective Agreement.

For the summer staffing for custodial, transportation, maintenance and grounds, the following process will be used.

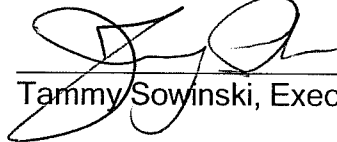
1. Qualified employees seeking summer custodial, transportation, maintenance and grounds work will notify the respective manager in writing by May 15 of the dates he/she is available during July and August.
2. Any employee not notifying the managers by the above date will not be considered for such work that summer.
3. The available work shall be granted to the most senior qualified employee available from the seniority list.
4. No bumping of working employees will occur unless a junior employee is scheduled more than two (2) weeks longer than a more senior employee.
5. Vacation pay for regular part-time employees shall be the same as during the regular year.

Summer Replacement Workers cont'd.

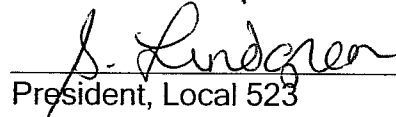
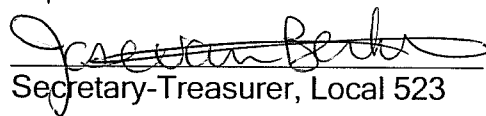
6. Sick leave will only apply to regular employees scheduled under this Letter of Understanding where an employee has accepted and been scheduled to work and becomes ill or injured. Only scheduled shifts may be claimed as sick days.
7. It is agreed that Article 11(f) does not apply to work scheduled under this Letter of Understanding.
8. If, under this Letter of Understanding, an error is made by the Employer at the time of assignment resulting in a more junior employee scheduled over a more senior employee, the Employer will not be liable for any compensation. The Employer will, upon being so notified, allow the affected senior employee to replace the most junior employee then working.
9. The past practices and numbers of student workers can continue in spite of the summer replacement Letter of Understanding agreed to.

SIGNED this 31<sup>st</sup> day of October, 2014.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Tammy Sowinski, Executive Director

FOR THE UNION:

  
\_\_\_\_\_  
President, Local 523  
  
\_\_\_\_\_  
Secretary-Treasurer, Local 523

Letter: Paul Ramsay to Irene Holden and Vince Ready  
June 6, 2000  
Ministry of Finance and Corporation Relations Ref. No. 116240

Dear Irene Holden and Vince Ready:

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

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

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

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

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

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

Sincerely,

Original signed by Paul Ramsey

Minister of Finance and  
Corporate Relations

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

**Settlors Statement on Accepted Policy and Practices of the PEBT**

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

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

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

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

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

For further clarification please contact your BCPSEA or CUPE representative.

*This Memorandum initially formed part of the Letter of Understanding entered into between BC Public School Employers' Association and School Boards and Signatories to this LOUR and Support Staff Unions who are Signatories to this LOU. The LOU was signed on December 14, 2011.*

*The Memorandum was subsequently adopted into the Provincial Framework Agreement signed on September 18, 2013, that is attached to this Collective Agreement as Appendix B.*

**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.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than November 30, 2014.

**1. Term**

July 1, 2014 to June 30, 2019.

**2. Wage Increases**

Wages will increase by 5.5%. Increases will be effective on the following dates:

- July 1, 2015 1.0%
- May 1, 2016 Economic Stability Dividend
- July 1, 2016 0.5%
- May 1, 2017 1.0% plus Economic Stability Dividend
- July 1, 2017 0.5%
- May 1, 2018 1.0% plus Economic Stability Dividend
- July 1, 2018 0.5%
- May 1, 2019 1.0% plus Economic Stability Dividend

The terms of the Economic Stability Dividend are described in Appendix A.

**3. Employee Support Grant**

BCPSEA, the Unions and the Government 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 the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix B.

#### **4. Benefits Standardization**

The Parties agree to pursue a voluntary standardized extended health plan to be implemented during the term of the collective agreement in accordance with the terms laid out in Appendix C.

#### **5. The Support Staff Education and Adjustment Committee (SSEAC)**

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

- a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- b) a study of the potential for regionalization of wages
- c) an exploration of the potential for a standardized extended health and dental benefit plan
- d) recommendations to address issues associated with hours of work and service delivery
- e) a review of practices in districts having modified school calendars and the resulting impact on support staff
- f) skills enhancement for support staff

There will be a total of \$100,000 of annual funding allocated for the purposes set out above commencing July 1, 2015. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

#### **6. Education Assistants Committee**

- a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.

- c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.
- d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.
- e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.
- f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

## **7. Learning Improvement Fund – Support Staff**

The funds stipulated in Item 1 of the LOA – Learning Improvement Fund: Support Staff Priorities (Appendix D) are the greater of \$10 million or 20% of the LIF commencing on July 1, 2015. These funds will be allocated to School Districts in accordance with the following principles as per established SSEAC procedures:

- a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.
- b) In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.
- c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.
- d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA's in circumstances of changing enrollment throughout the school year.
- e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA's are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.
- f) SSEAC will receive the jointly agreed plans from school districts and locals.

- g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.
- h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.
- i) If permitted by legislation and regulation, a one-time allocation of \$2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.

## **8. PEBT**

- a) Date adjustment for the annual funding of the PEBT LTD plan:

Change the date of the annual funding payment of \$19,428,240 provided by the Ministry of Education from January 1 to April 1 of each year, commencing April 1, 2015. Thereafter the Ministry of Education will provide the PEBT with \$19,428,240 each April 1.

The annual contribution period will continue to be based on the calendar year.

Recognizing the impact on interest earnings as a result of the three (3) month delay in 2015, the PEBT will be provided with a one-time interest payment by the Ministry of Education of \$300,000 on January 2, 2015.

- b) Employee Family Assistance Program (EFAP) services and the PEBT

The Parties request that the PEBT Board undertake a review to assess the viability of administering all support staff EFAP plans.

## **9. Shared Services**

The Parties will write a joint letter to the Ministry seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertakings that may have an impact on support staff positions.

## **10. 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.

### **11. Standardized Job Evaluation Study**

The Parties will establish a provincial joint job evaluation steering committee (the JE committee) within thirty (30) days following the signing of this framework agreement. The committee is responsible to create a provincial job evaluation plan which may include a regional or local approach. The JE tool will be based upon the CUPE gender neutral job evaluation plan. The Parties agree the plan can be modified to fit the needs of the K-12 sector.

The committee will report out to the Parties at key milestones during the development of the plan. Should any concerns arise during the development they will be discussed and resolved by the Parties at that time.

Upon successful completion of the plan the Parties will identify one local in each of the seven established CUPE regions to pilot the plan prior to full implementation.

### **12. Job Evaluation Fund**

To fund the development work of the JE committee during 2014 the Parties agree to a one-time allocation of \$50,000 from SSEAC.

To facilitate the implementation of the provincial job evaluation plan a fund will be established within SSEAC with an initial one-time allocation of \$250,000 on July 1, 2015 and annually each year thereafter during the term of the framework agreement, for a total of \$1,000,000 in one-time funding.

In addition to the one-time allocations, ongoing annual funds of \$900,000 will be added to the job evaluation fund for implementation purposes at January 2, 2019. Any residual ongoing funds that are available after the implementation of the standardized benefit plan will be added to the job evaluation fund.

### **13. Provincial Bargaining**

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding of \$200,000 to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. This funding will be allocated as of July 1, 2016.

### **14. Unpaid Work**

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

## 15. Workload Concerns

The Parties agree that employees should be provided with a reasonable workload. Employees with workload concerns are encouraged to bring these concerns to their supervisor or union in order that the concerns can be addressed.

## 16. Modified Calendar

The parties recognize calendar changes are an area of concern for local support staff unions. For future calendar amendments during the term of the collective agreement the Parties agree to review and compile best practices on existing modified calendars.

The Parties recommend that where boards of education are considering making calendar changes that may have an impact on the income of support staff employees, the support staff union will have the opportunity to provide input prior to the decision being made.

Dated this 7<sup>th</sup> day of June, 2014.

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 & Boards of  
Education**

*[Original signed by Bargaining Committees]*

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APPENDIX A

LETTER OF AGREEMENT

BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
K-12 PRESIDENTS COUNCIL

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" Is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial

Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

### **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

### **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - (i) February Budget – Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
  - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;

- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

**Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

**Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

**APPENDIX B**

**Letter of Agreement ("Letter")**

**Between:**

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

**And:**

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

**And:**

**Her Majesty the Queen in Right of the Province of BC as  
Represented by the Ministry of Education ("the Government")**

**Re: Employee Support Grant for May/June 2014**

1. BCPSEA, the Unions and the Government agree that employees covered by collective agreements between Boards of Education and the Unions may recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA during May and June 2014 as set out in this letter.
2. Subject to the terms of this Letter:
  - (a) Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.
  - (b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
  - (c) If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

*Appendix "B" – Provincial Framework Agreement 2014*

3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7, 2014 by:

*[Original signed by Renzo Del Negro]*

---

BCPSEA

*[Original signed by Marcel Marsolais]*

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K-12 Presidents' Council

*[Original signed by Paige MacFarlane]*

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Ministry of Education on behalf of Her  
Majesty in Right of the Province of BC

**Letter of Agreement ("Letter")**

**Between:**

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

**And:**

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

**And:**

**Her Majesty the Queen in Right of the Province of BC as  
Represented by the Ministry of Education (the "Government")**

**Re: Employee Support Grant for after June 30, 2014**

1. This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may 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, 2014.
2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.
3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.
4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
5. If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

*Appendix "B" – Provincial Framework Agreement 2014*

6. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7, 2014 by:

*[Original signed by Renzo Del Negro]*

*[Original signed by Marcel Marsolais]*

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
K-12 Presidents' Council

*[Original signed by Paige MacFarlane]*

\_\_\_\_\_  
Ministry of Education on behalf of Her  
Majesty in Right of the Province of BC

**APPENDIX C**

**Provincial Support Staff Extended Health Benefit Plan**

**TERMS OF REFERENCE  
BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
K-12 PRESIDENTS COUNCIL**

**Re: Exploration of a Greater Standardization of Benefits Plans**

The parties agree to move to an optional standardized provincial extended health benefits plan (standardized plan) which would include the majority of support staff members. To further such change the parties agree to form a working committee with the goal of achieving agreement on a standardized extended health benefits plan.

Terms of Reference:

1. The committee will consist of no more than 4 members of the K-12 Presidents' Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10<sup>th</sup>, 2014.
2. The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.
3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.
4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.
5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.
6. Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.

7. BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of \$3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.
8. Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.
9. The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13<sup>th</sup>, 2014 or a mutually agreed upon day.

**APPENDIX D**

**LETTER OF AGREEMENT**

**BETWEEN:**

**BCPSEA**

**AND**

**K-12 SUPPORT STAFF UNIONS**

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS  
REPRESENTED BY THE MINISTRY OF EDUCATION**

**RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities**

**WHEREAS:**

The Ministry has established and maintains additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant (EA) work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

**THEREFORE:**

The parties hereby agree as follows:

1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of \$10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.

2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.
3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. This letter replaces the letter between the parties signed December 14<sup>th</sup>, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

**Original signed on June 7, 2014 by:**

*[Original signed by Renzo Del Negro]*

*[Original signed by Marcel Marsolais]*

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BCPSEA

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Support Staff Unions

*[Original signed by Paige MacFarlane]*

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Ministry of Education

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