

School District No. 73 (Kamloops-Thompson)

CUPE LOCAL 3500

2022 TO
2025
COLLECTIVE
AGREEMENT



SCHOOL DISTRICT NO. 73
(Kamloops-Thompson)



THIS AGREEMENT
MADE THIS 1st DAY
OF JULY, 2022

BETWEEN:

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 73 (KAMLOOPS-THOMPSON)**

(Hereinafter called the "Employer")
PARTY OF THE FIRST PART

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL No. 3500,
chartered by the
Canadian Union of Public Employees
and affiliated with the Canadian Labour Congress**

(Hereinafter called the "Union")
PARTY OF THE SECOND PART

July 1, 2022 – June 30, 2025

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PREFACE: TERRITORIAL ACKNOWLEDGMENT

Secwepemcúl'ecw yi7elye ell, re tmicws re Secwépemc n7elye
Acknowledge that we live and work on Secwepemcúl'ecw, the lands of the Secwépemc peoples.

ARTICLE 1: PREAMBLE

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

1. To promote harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions 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 now 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:

Interpretations:

Spouse shall mean:

- a) the person to whom an employee is lawfully married through an ecclesiastical or civil ceremony;
- b) on designation in writing by an employee, filed with the Employer, a person who has been domiciled with the employee for at least one (1) year.

ARTICLE 2: RECOGNITION AND NEGOTIATIONS AND EMPLOYER RIGHTS

(A) Recognition and Negotiations

The Employer recognizes the Union as the sole and exclusive bargaining agency for all employees covered by the Union's certificate of bargaining authority and hereby agrees to negotiate with the Union Bargaining Committee, and will recognize and meet with any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

(B) Employer Rights

The Union recognizes the right of the Board 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, which rules and regulations shall not be contrary to any provisions of this Agreement. The Board shall always have the right to hire, assign, transfer, discipline, demote and discharge employees for proper cause subject to the provisions of this Agreement, and the Union's right to institute grievance procedure.

(C) No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representative which may conflict with the terms of the Collective Agreement.

ARTICLE 3: NO DISCRIMINATION

- (A) The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of their membership or activity in the Union or any other reason.
- (B) For the purpose of this Agreement, the term "handicap" shall be defined as follows:

Any degree of medically diagnosed physical disability, infirmity, malformation or disfigurement, condition of mental retardation or impairment, learning disability, or dysfunction in one or more of the processes involved in understanding or using symbols or spoken language, or a psychological disorder.
- (C) 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 work place.

ARTICLE 4: UNION SECURITY

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

ARTICLE 5: CHECK OFF OF UNION DUES

The Employer agrees to the compulsory check off of all Union dues and assessments as a condition of employment. Said dues and assessments to be paid and deducted each pay period and forwarded to the Union with a list of those paying dues, the amount each pays and the number of hours worked, before the 15th day of each month.

ARTICLE 6: THE EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES...

- (A) The Employer agrees to acquaint new employees with the fact that an Agreement between the parties is in effect, and with the conditions of employment set out in Articles 4 and 5 dealing with the Union Security and Dues Check off.

New employees shall be presented with a copy of the Agreement, a Union membership card and Union dues check off card, and a Union package. The dues check off is to be signed and turned back to the Employer immediately. The Union membership card is to be signed and turned over to the Union Treasurer within thirty (30) days.
- (B) On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or representative. An Officer of the Union, after informing the Building Supervisor, shall meet with all new employees for the purpose of an orientation meeting within regular working hours and without loss of pay for a period of time not to exceed thirty (30) minutes. This meeting shall be held within the first month of employment. The purpose of such meeting is to acquaint the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 7: LABOUR MANAGEMENT NEGOTIATIONS

(A) Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than six (6) members of the Employer as appointees of the Employer, and not more than six (6) members of the Union as appointees of the Union. Both parties will advise the other of their Committee members.

(B) Additional Representatives

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

(C) Meeting of Committee

In the event of either party wishing to call a meeting of the full Committee, the meeting shall be held at a time and place fixed by mutual agreement. Meetings of the full Committee will be held no later than ten (10) days after request has been given unless varied by mutual consent.

(D) Function of Bargaining Committee

All matters of mutual concern pertaining to rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the full Bargaining Committee for discussion and settlement.

(E) Time Off for Meetings

Any representative of the Union on this Committee, or their alternate, 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 that the work site Supervisor has reasonable notice.

(F) Technical Information

Within ten (10) days of a request by the Union, the Employer shall make available to the Union any information, as approved by the Board as public information, required by the Union for Collective Bargaining purposes.

ARTICLE 8: LABOUR MANAGEMENT LIAISON COMMITTEE

(A) Composition of Committee

A Labour/Management Liaison Committee shall consist of not more than seven (7) representatives of the Union, and not more than seven (7) representatives of the Employer, of which one (1) shall be a representative from the Educational Officers Committee and one (1) representative from the Board of Education. Both parties shall inform the other in writing of their members on the committee. The committee shall enjoy the full support of both parties to this Agreement in the interest of maximum services to the public.

(B) Functions of the Committee

The Committee shall concern itself with matters of the following general nature:

1. Formulating and implementing a program designed to ensure equal employment opportunity for all employees.
2. Reviewing all aspects of employment for evidence of differential treatment of employees and to recommend the necessary measures for eliminating such practices.
3. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employee.

4. Increasing operating efficiency by promoting cooperation in effecting economic moves.
5. Improving service to the public.
6. Promoting safety and sanitary practices and the observance of safety rules.
7. Reviewing suggestions from employees, and Management questions or working conditions and service (but not grievances concerned with service).
8. Correcting conditions making for grievances and misunderstanding.
9. Promoting education and training of the staff.

(C) Chairperson of the Meetings

An Employer and Union representative shall be designated as Joint Chairperson, and shall alternate in presiding over monthly meetings.

(D) Jurisdiction of the Committee

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

The Employer agrees to provide the Committee with access to such personnel data and other documents as may be requested by it.

ARTICLE 9: DEFINITION OF EMPLOYEES

(A) Category (1) Regular Employee

Occupy a posted position and have successfully completed a probationary period.

(B) Category (2) Regular Recall Employee

Regular employees who have in the past occupied a posted position [Category (1) regular employee] and through no fault of their own were placed on the recall list or who have chosen to be placed on the Relief/Recall list.

(C) Category (3) Relief Employee with Seniority

Employees who have in the past been a Category (4) relief employee and have served a probationary period.

(D) Category (4) Relief Employee

Employees who have been hired to relieve any employee for any duration of time.

(E) Trial Employee

Are Category (1) regular employees or Category (3) relief employees with seniority who are in a new and/or higher classification.

(F) Probationary Employee

An employee who is in their first regular or temporary posted position. Employees on probation do not have a seniority date.

ARTICLE 10: SENIORITY

(A) Seniority List

Seniority is the length of service within the Bargaining Unit and with the Employer and shall operate on a bargaining-unit-wide basis. The seniority list agreed upon between the Union and former School District No. 24 June 2, 1982 shall be considered the recognized seniority date for employees on staff at that time. The seniority list agreed upon between the Union and the former School District No. 26 in the Memorandum of Agreement on Amalgamation (January 16, 1997) shall be considered the recognized seniority date for employees on staff at that time. The aforementioned seniority lists shall be integrated and considered the recognized seniority dates for School District No. 73 employees.

Seniority for employees not on the above list will be established as follows:

1. A seniority date shall be granted to an employee upon the successful completion of a probationary period.
2. The date on which a Category 1 regular employee or regular part-time employee, or a Category 3 relief employee with seniority was confirmed in their appointment shall be the date from which a calculation shall be made.
3. Total accumulated days worked prior to appointment in 2 above shall be used to establish an employee's seniority date by backdating the date in 2 above by the number of days worked.
4. In cases where no Category 1 regular employee and/or Category 2 regular recall employee has posted on a vacancy, Category 4 relief employees shall be entitled to use their total accumulated days worked when posting on a posted position. On request, Category 4 relief employees will be notified of their accumulated days worked before any posting meeting.

The Employer shall maintain an up-to-date seniority list for all employees denoting either seniority date or accumulated days worked. An electronic copy will be posted and available through the SD73 employee intranet site. The seniority list will be updated September 1, December 15, May 15, and following the June posting process. A copy shall be sent to the Union and posted on all bulletin boards.

(B) Seniority During Absences

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

An employee shall only lose their seniority in the event:

1. They are discharged for just cause and are not reinstated.
2. They resign.
3. They are absent from work in excess of one (1) working day without notifying their Employer, unless such notice was not reasonably possible.
4. After a layoff, they fail to return to work within five (5) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
5. An employee who is laid off shall not attain seniority recall rights if employed for less than three (3) months. If they are employed in excess of three (3) months, the employee shall not retain seniority rights if they are laid off and not reemployed within twelve (12) months after layoff.

(C) Seniority During Transfers to Supervisory Positions

If an employee is transferred to a Supervisory position or any other position not covered by this Agreement, the employee shall retain their seniority as per Article 22(H)(3).

ARTICLE 11: LAYOFF, BUMPING AND RECALL

(A) Definition of Layoff

Except as described in 11(F) a layoff shall be defined as:

1. a reduction in the number of Category 1 regular employees,
2. a reduction in the regular hours of work of regular employees as defined in this Agreement, or
3. a result of school term closures or seasonal layoffs as per (B)4 of this Article.

(B) Intent to Layoff, Bumping, Layoff/Severance and Recall Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff under Article 11(A) 1 or 2, Category 1 regular employees shall be laid off by classification in the reverse order of their seniority. The Board shall give intent to layoff letters only to those employees having positions eliminated. The Board reserves the right to rescind the layoff up until the start of the posting meeting.

1. Intent to Layoff

Those Category 1 regular employees receiving an intent to layoff letter will be able to choose to:

- (i) Accept the reduction in hours and remain in the amended position.
- (ii) Exercise their seniority to secure any position for which they are qualified.
- (iii) Elect to receive severance pay as noted in 11-B-2 (iii).

2. Bumping, Layoff/Severance

In the event an employee who receives an intent to layoff letter, or is displaced by bumping, is unable or unwilling to secure a position at the posting meeting, the employee will be able to exercise one of the following options:

- (i) Exercise their seniority to displace a junior employee in any position for which they are qualified.

In the event an employee proves to be unsatisfactory within a four (4) week familiarization period, they will exercise seniority within their former classification or any equal or lower hourly rated classification and displace a junior employee within that classification or be placed on the relief roster.

- (ii) Elect to be placed on the relief/recall roster noted in C of this Article.
- (iii) Accept severance pay on the basis of one week's pay at the rate for the position last occupied for each year of completed service with the Employer.

3. Recall

All other Category 1 regular employees laid off as per Article 11(A)1 and 2 shall be recalled to their classification and position held prior to layoff in order of their seniority.

4. Category 1 Layoff

Category 1 regular employees laid off under Article 11(A)3 shall be laid off by classification in reverse order of seniority and recalled to their classification and position held prior to layoff in order of seniority.

- (i) Employees who are temporarily laid off as a condition of employment in the Seasonal Grounds, school-based Clerical, Certified Education Assistant and Bus Driving positions and are not recalled after their normal layoff period, shall be notified immediately, and all provisions of Article 11 shall apply. These employees shall not retain seniority rights if they are laid off and not re-employed within twelve (12) months after notification of permanent layoff.

5. New, Vacant and Temporary Assignments

All vacant or newly created relief and temporary assignments of a known duration of more than 20 days must be offered to Category 2 regular recall employees in order of seniority, prior to being filled by Category 4 relief employees.

6. Non-CEA Employee Not Returning from Layoff

In the event that an employee other than a Certified Education Assistant does not return from layoff to their classification or position, the vacancy shall be posted in accordance with provisions of Article 12.

7. CEA Not Returning from Layoff

In the event that a Certified Education Assistant does not return from layoff to their classification or position, it will be filled according to Article 12(B).

(C) Category 1 Regular Employees on Layoff and Retaining Recall Rights

- 1. Shall receive all job postings at their SD73 e-mail address.
- 2. Shall be permitted to retain benefit coverages as provided for in Article 28.
- 3. Shall be recalled by seniority for temporary assignments provided they are competent to do the work.
- 4. Shall be eligible for all benefits provided by this Agreement. Employees on layoff and working in long term relief assignments (more than 20 days) shall be eligible for benefits as provided for in Article 21 and Article 22.

Employees displaced will receive layoff notice of thirty (30) days.

(D) Notice of Layoff

The Employer shall notify Category 1 regular employees who have completed their probationary period, and who are to be laid off under 11 (A) 1 or 2, in writing thirty (30) calendar days prior to lay off being effective. The Employer shall provide a record of employment (ROE) upon request to those individuals laid off.

(E) Continuation of Benefits

The Employer agrees to pay for Category 1 regular employees as defined in Article 9, the monthly premium up to four (4) months of the Medical and Extended Health Care Plans for the employee laid off who is currently covered by the Plans. In the event of a longer layoff, the employee so affected will be given the option to review coverage as per Article 28.

The onus to be on the employee to notify the Employer one month in advance of the expiration, together with advance payment for the ensuing month, and it will be their responsibility to submit payment in advance for any subsequent payments. Should such advance payment not be required, the employee shall be reimbursed.

(F) Mid-Year Elimination of Certified Education Assistant Positions

If the level of Certified Education Assistant support drops in a location as a result of a student changing schools or leaving the district, a consultative process will occur to determine which Certified Education Assistant will be relocated. If agreement is not reached, the most junior employee in that classification will be reassigned.

Certified Education Assistants who are affected in this way will choose to be either:

1. reassigned within the general geographic area and maintain economic status of the prior assignment, or
2. placed on the recall list under the definition of a Category 2 regular recall employee.

(G) Student-Specific Assigned CEA

Where a Certified Education Assistant is assigned student-specific, and the student is not in attendance at school for more than one (1) week the applicable support employee will be reassigned within the general geographic area to provide support as determined by the Board and will receive mileage as per Board policy if required to travel in excess of ten (10) kilometres extra to and from work.

ARTICLE 12: PROMOTIONS AND STAFF CHANGES

(A) Job Postings

Assignments will be posted as follows:

- i. Newly created positions
- ii. When a vacancy occurs
- iii. A temporary assignment (defined as four (4) months or greater in length)
- iv. Any recall assignments (as defined in Article 12.B.iii)
- v. Any position that is vacated and then altered (i.e. change to location, hours of work, or classification within a department) will be filled at a subsequent posting meeting.

The Employer shall post notice of the position within thirty (30) calendar days unless mutually agreed to otherwise on all bulletin boards, as well as electronically through SD 73 e-mail and the SD73 employee intranet site for a minimum of one week. Positions may be posted year-round based on operational need. During school closure periods such as Spring, Summer and Winter breaks the posting will go live at noon Wednesday.

90% of the budgeted FTE Certified Education Assistant positions will either continue or be posted at the annual posting meeting to be held in June on a date mutually agreed upon prior to June 1st. Other positions will be filled as per B(1)(iv).

Such notice shall be open to both male and female applicants, and contain the following information: location, nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

No advertisement shall be placed until such notice has been completed, unless by mutual agreement.

(B) Method of Making Appointments

1. (i) Except for those positions specifically excluded all appointments to Custodial, Clerical, Grounds and Bus Driving positions shall be made at a posting meeting convened by the Employer and jointly presided over by the Union and the Employer. Postings for all positions shall include all relevant data and details concerning the positions.

Appointments to the posted position(s) and any other position(s) that may become vacant as a result of any rearrangement necessitated by the original appointment(s) shall be made at this meeting in accordance with Article 12(B) 2 and 3.

All other positions not listed above shall be posted and filled by written application rather than at a posting meeting.

- (ii) All employees looking to change classifications will be required to pre-qualify with the appropriate department manager.
 - (iii) Certified Education Assistants, Aboriginal Education Workers, and Early Childhood Educators who secure positions of 20 hours per week or less at the June posting meeting will be offered, in order of seniority, the opportunity to fill a full-time position, should one become available between September and December. For the initial recall of Certified Education Assistants, Aboriginal Education Workers, and Early Childhood Educators by October 31st, the Employer will post notice of the positions for a minimum of 24 hours prior to the recall process. An electronic copy will be posted and available through the SD73 employee intranet site.
 - (iv) The remaining Certified Education Assistant positions will be filled for the duration of that school year, in order of seniority, from the recall list first, and then from the relief list by date hired cluster.
2. Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointments shall be made of the applicant senior in the service, and having the required qualifications. In the event seniority dates are equal, the original date of the application form will be used to break the tie.
 3. Employees that may not be able to attend such meetings may submit written application for the posted position(s) or those position(s) that may become vacant as a result of a re-arrangement necessitated by the original appointment(s).

(C) Trial/Probationary Period

The successful applicant shall serve either a twelve (12) week trial or probationary period as defined in Article 9. If this period includes the summer breaks, then this period shall be extended by up to four (4) weeks. Conditional on satisfactory service, such trial or probationary promotion shall become permanent after the period of twelve (12) weeks.

1. Trial Employees

In the event the successful applicant serving a trial period proves unsatisfactory in the position during the aforementioned trial period, the employee shall displace the most junior person within the general geographic area having the same number of shift hours per week in what was their previous classification.

If the above noted applicant was appointed from the recall list that individual will return to the recall list.

2. Probationary Employees

In the event the successful Category 4 relief employee serving a probationary period proves unsatisfactory in the position during the aforementioned probationary period the employee will be placed back on the relief roster.

(D) Union Notification

The Employer shall notify the Union when it occurs of all appointments, hirings, layoffs, re-hirings, terminations, maternity leaves, long term sick leaves and general leaves of absence of any duration. Such notice shall include the current addresses of newly hired or re-hired employees, and any changes of address of present employees.

(E) 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 formal qualifications, but are preparing for qualifications prior to filling a vacancy. Such employees will be given an opportunity to qualify within a specified length of time, as mutually agreed between the parties to the Agreement, and to revert to their former position if the required qualifications are not met within such time.

(F) Transfers

An employee may be transferred from one position to another in the same classification within the School District:

1. if it is considered by mutual agreement between the parties that the employee can better serve their Employer in the new situation.
2. by mutual agreement an employee may be temporarily transferred for appropriate training in any department within the School District.

(G) Date Hired Clusters

Date Hired Clusters are groups of Category 4 relief employees hired within six-month periods. Employees within a cluster will be called for positions for which they are qualified as provided for in Article 12 (H).

For the term of this Agreement date hired clusters are as follows:

Those with Seniority Date	0
July 1, 2010 – December 31, 2010	35
January 1, 2011 – June 30, 2011	36
July 1, 2011 – December 31, 2011	37
January 1, 2012 – June 30, 2012	38
July 1, 2012 – December 31, 2012	39
January 1, 2013 – June 30, 2013	40
July 1, 2013 – December 31, 2013	41
January 1, 2014 – June 30, 2014	42
July 1, 2014 – December 31, 2014	43
January 1, 2015 – June 30, 2015	44
July 1, 2015 – December 31, 2015	45
January 1, 2016 – June 30, 2016	46
July 1, 2016 – December 31, 2016	47
January 1, 2017 – June 30, 2017	48
July 1, 2017 – December 31, 2017	49
January 1, 2018 – June 30, 2018	50
July 1, 2018 – December 31, 2018	51
January 1, 2019 – June 30, 2019	52
July 1, 2019 – December 31, 2019	53
January 1, 2020 – June 30, 2020	54
July 1, 2020 – December 31, 2020	55
January 1, 2021 – June 30, 2021	56
July 1, 2021 – December 31, 2021	57
January 1, 2022 – June 30, 2022	58
July 1, 2022 – December 31, 2022	59
January 1, 2023 – June 30, 2023	60
July 1, 2023 – December 31, 2023	61
January 1, 2024 – June 30, 2024	62
July 1, 2024 – December 31, 2024	63
January 1, 2025 – June 30, 2025	64
July 1, 2025 – December 31, 2025	65
January 1, 2026 – June 30, 2026	66
July 1, 2026 – December 31, 2026	67
January 1, 2027 – June 30, 2027	68
July 1, 2027 – December 31, 2027	69
Date Hire Cluster 99	99

Employees who have retired from the School District may apply to work on a relief basis and will be placed in Date Hired Cluster 99. Date Hired Cluster 99 relief employees will only be dispatched after all other available relief employees have been dispatched.

Once a Date Hired Cluster 99 relief employee is dispatched to a relief assignment, they will continue in that assignment until a relief employee becomes available. Once a relief employee becomes available the Cluster 99 relief employee will be removed. The employer shall provide the union with an updated list of all Hire Cluster 99 employees twice yearly.

(H) Filling of Relief Assignments

In order to provide senior relief employees and those employees on lay-off with long-term assignments:

1. All short-term assignments will be filled within a geographic area on a rotational basis by date hired clusters within each specific geographic area.
2. All assignments of a known duration of more than twenty (20) working days will be considered long-term and will be offered to those relief employees not already in a long-term assignment, based on a system rotational basis within the date hired cluster and not on a geographic basis.
3. Mileage will be paid as per Article 23(e) to any relief employee who is required to travel outside of their designated geographic area for a short-term assignment for the first twenty (20) days only.
4. Mileage will not be paid to relief employees when they accept a known long-term assignment based on date hired cluster(s) as in (2) above.
5. In the event an absence becomes known as long-term within the first ten (10) days of an assignment, the relief employee assigned on a rotational basis within a geographic area will be removed and replaced with a relief employee in an earlier date hired cluster. In the event it may be necessary to remove a relief employee who has been in an assignment for more than ten (10) days, the parties will discuss this matter at that time. Neither party will unreasonably withhold their agreement.
6. The relief roster in various occupational groups shall be kept to the minimum number of employees necessary to cover relief work and the relief work shall be allocated in a manner that will equalize as close as reasonably possible the monies earned by the employees on their respective rosters.

The Employer is committed not to use relief employees where it is feasible to establish a regular position.

(I) Assignments or Assignment Changes

Assignments or assignment changes will be determined through a consultative process at the school level or work location.

In the event an individual has a concern with the specific assignment and has legitimate grounds for appeal, the affected employee may appeal to a committee comprised of representatives from the Employer and the Union.

Clarification about individual Behavior and Personal Care Certified Education Assistant staffing allocations will be provided to the Union when requested through the Human Resources Department.

(J) Information on Students with Diverse Learning Abilities

The District agrees to provide Certified Education Assistants with access to appropriate information regarding the student, the Inclusive Education Plan (IEP), as well as techniques and strategies necessary to carry out the respective responsibilities of each in relation to students' programs. The District will also provide Certified Education Assistants with appropriate in-service on instructional and behavioural techniques and strategies. Principals, supported by the Inclusive Education Department and Human Resources, are encouraged to request a Certified Education Assistant provide feedback and input through attendance at a School Based Team Meeting, or through written communication.

(K) Lead Hand Appointment Replacements

When a lead hand is replaced the employer shall appoint the most senior qualified employee of the affected department as a temporary replacement for the entirety of the absence. The temporary replacement shall receive the lead hand rate for the replacement period.

ARTICLE 13: GRIEVANCE PROCEDURE

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

- (A) In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint, or otherwise select a Grievance Committee of five (5) members, who shall process any grievance in their department in accordance with the Grievance Procedure.
- (B) The Employer shall recognize the Shop Stewards selected by the Union. Shop Stewards shall investigate and attempt to settle disputes before reaching the Grievance Committee.
- (C) The Union shall notify the Employer in writing of the name of each Grievance Committee member and Shop Steward before the Employer shall be required to recognize them.
- (D) In order that the work of the Employer shall not be unreasonably interrupted, Shop Stewards are required to advise their Supervisor of their time of departure and return to their regular duties when acting as Shop Stewards.
- (E) Should a dispute arise between the Employer and any employee(s) or the Union an earnest effort shall be made to settle the dispute fairly and promptly in the following manner:

Step 1: Within fifteen (15) working days from the date the employee became aware of the alleged violation of the Collective Agreement, the employee shall discuss the matter with their immediate supervisor with a view to resolving the issue. Failing settlement at this stage, all grievances and replies shall be put in writing in all further stages of the grievance procedure.

Step 2: If the Shop Steward and/or the grievance committee consider the grievance to be justified, a written grievance form will be submitted and the grievor along with the Steward will seek to settle the dispute with the employee's work site excluded supervisor/Department Head, with a copy to the District Principal of Human Resources within ten (10) working days.

Step 3: If the grievance is not resolved within ten (10) working days of the meeting referred to in Step 2, the grievance may be presented in written form to the Associate Superintendent - Human Resources. The Associate Superintendent - Human Resources will meet with the grievor along with their Union representative in an attempt to resolve the dispute.

Step 4: If the grievance is not resolved within ten (10) working days of the meeting referred to in Step 3, the Union may within ten (10) working days of receipt of the written decision under Step 3, refer the matter to the Step 4 Hearing Committee composed of two (2) appointees from the Union and two appointees from the Employer. Union appointees will be at no cost to the Board.

Step 5: Failing agreement being reached at Step 4, the Union may refer the dispute to Arbitration as per Article 14.

The Union shall receive replies at each step within ten (10) working days and will proceed to the succeeding step within ten (10) working days if applicable unless mutually agreed to otherwise.

- (F) The grievant shall have the right to be present at any step of the aforementioned procedure.
- (G) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee(s) without the consent of the Union.

- (H) Where a dispute involves a question of general application of interpretation or where a dispute involves five (5) or more employees, or dismissal of an employee, Steps 1 and 2 may be bypassed.
- (I) Replies to written grievances shall be in writing at all stages.
- (J) Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- (K) The Employer shall supply the necessary facilities for the grievance meetings.
- (L) Employees together with their Shop Stewards shall have access to all information in their personnel file.
- (M) If the grievant, Union or Management fails to process a grievance to the next step in the grievance procedure within the time limits specified they shall request an extension of the time limits in writing. Such requests shall not be unreasonably denied by the other party.

ARTICLE 14: ARBITRATION

(A) Composition of Board of Arbitration

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. Either party may proceed to expedited arbitration as per Section 104 of the Labour Relations Code. If there is no request to proceed to expedited arbitration, a full arbitration hearing shall be held. Each party shall name an arbitrator to an Arbitration Board within five (5) days thereafter and shall 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 (2) appointees fail to agree upon a Chairman within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party. The parties may, by mutual agreement appoint a single arbitrator.

(B) Arbitrator Exclusions

No person shall be selected as a member of an Arbitration Board who:

1. Is acting, or has within a period of six (6) months preceding the date of their appointment acted in the capacity of solicitor, legal advisor, counsel, or a paid agent of either of the parties.
2. Has any pecuniary interest in the matters referred to the Arbitration Board.

(C) Arbitration Board Procedure

The Board may determine its 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) Decisions of the Board

Should the Board of Arbitration find that an employee has been suspended or dismissed for other than just cause, the Board of Arbitration may direct the School Board to reinstate the employee and pay the employee a sum equal to the wages or salary lost by such suspension or discharge, or such lesser sum as in the opinion of the Board is fair and reasonable, or make such other order as it considers fair and reasonable. Provided always that any order relative to lost wages shall be less any wages or salary earned by an employee during a period of suspension or dismissal.

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

(E) Expenses of the Board

Each party shall pay:

1. The fees and expenses of the arbitrator it appoints.
2. One-half the fees and expenses of the Chairman.

(F) Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by mutual 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.

ARTICLE 15: RESIGNATION, DISCHARGE OR SUSPENSION

(A) Warnings

Whenever the Employer or a Deputy deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee and the Union.

(B) Discipline, Suspension, Discharge Procedure

1. An employee may be disciplined, suspended or discharged only for just cause.

When an employee is disciplined, suspended or discharged they shall be given the reason in the presence of their steward, or any member of the Executive available. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discipline, suspension or discharge.

2. An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 13, Grievance Procedure.

(C) Resignation

Any employee may resign by giving the Employer two (2) weeks' notice.

(D) Removal of Disciplinary Letters

After eighteen (18) months has elapsed, an employee may apply to have letters of a disciplinary nature removed from their personnel file. Such requests will not be unreasonably denied.

(E) Falsely Accused Employee Assistance

1. An employee accused of misconduct and subsequently found to be not guilty shall:
 - (i) be provided with specialist counselling and/or medical assistance to deal with any negative effects of the allegations;
 - (ii) be provided time off as sick leave when supported by medical documentation.

2. The Employer shall issue, upon request, a clear written statement exonerating the employee who has been found to be falsely accused.

ARTICLE 16: HOURS OF WORK

(A) Working Schedule – Schedule B

The Employer agrees in consultation with the Union, to set forth the working schedule for each work location in Schedule B.

(B) Regular Hours

1. The regular work week for full-time positions shall consist of
 - (i) five (5), seven and one half (7.5) hour days, from Monday to Friday inclusive, for all employees other than clerical, bus drivers and Certified Education Assistants.
 - (ii) five (5), seven (7) hour days, from Monday to Friday inclusive, for all clerical employees except as noted in Schedule B.
2. The hours of work for Certified Education Assistant positions will be as follows:
 - (i) All elementary positions at 5.75 hours/day.
 - (ii) All secondary Certified Education Assistant positions at 6.25 hours/day.
 - (iii) A four (4) hour provision to provide half time support at either the elementary or secondary level
 - (iv) Hours can be increased by up to one hour per day to the end of the school year without reposting.
 - (v) Hours required to perform supervisory duties outside of the 5.75 hours/day for elementary positions and 6.25 hours/day for secondary positions will be recorded on time cards as extra time worked.
3. The hours of work for bus driver positions will be as follows:
 - (i) A regular scheduled route to a maximum of seven and one half (7.5) hours per day for all bus drivers.
 - (ii) Special Needs Runs can be increased or decreased by up to one hour per day to the end of the school year without reposting.
 - (iii) Regular Runs can be increased or decreased by up to one half (1/2) hour per day to the end of the school year without reposting.

Notwithstanding any other provisions of this Agreement, those employees who of necessity regularly work on Saturdays and Sundays, shall have as rest days, two (2) other consecutive days of the week. In such event, Saturday and Sunday shall be considered working days and overtime rates shall not apply, excepting for that time worked in excess of the normal.

(C) Trades Days Off (TDOs)

The work day for those employees classed as trades, grounds, shop utility, production services technician, site support technician – elementary, site support technician – secondary, I.E. service technician, computer technician, graphic technician, and desk repairman shall be eight (8) hours per day at straight time rate, of which 30 minutes will be accumulated so that on the 16th day they will be entitled to one seven and one-half (7.5) hour day off. This day to be the closest Monday, Friday, or other day(s) mutually agreed to after accumulation. Time taken as Trades days off (TDOs) must be approved by the worksite supervisor.

A maximum of three (3) Trades days off may be banked as provided for in Article 17(B). Time accumulated beyond three (3) Trades days will be paid out on a quarterly basis (on the regular pay period in which the following dates fall: March 31, June 30, September 30, and December 31).

Seasonal grounds personnel must take banked Trades days off within term of appointment. Any bank remaining at the time of seasonal layoff will be paid out on the employee's final pay.

(D) Working Ten (10) Hour Shifts Outside of Geographical Area

Where employees are required to work in a geographic area requiring significant travel time, instead of working five (5) regular eight (8) hour days, the members can decide on a crew basis, to work four (4) – ten (10) hour days and bank the additional two (2) hours per day over four days.

1. The normal Trades Day Off (TDO) time of 2.5 hours per week will be banked as per contract.
2. Hours of work will be arranged in consultation with the employee to accommodate the most effective use of time and equipment.
3. Company vehicle may be used on a casual basis.
4. Employees who may have difficulty accommodating a temporary re-assignment are invited to discuss their situation with their immediate worksite supervisor. In the event an accommodation cannot be agreed upon, the parties will meet to discuss the extenuating circumstances that restrict the employee from being re-assigned.

Employees working ten (10) hour days will, in addition to the aforementioned, be:

1. Allowed an additional fifteen (15) minute break;
2. Allowed to travel from their residential geographic area to the worksite geographic area on company time;
3. Paid the per diem allowance as per Board Policy in advance;
4. Provided with accommodation when required to stay in the worksite geographic area; and,
5. Allowed one ten (10) minute long distance phone call per day.

Employees, other than regular employees, who are offered and accept positions on a casual basis to work on an extended day assignment shall work the extended day, and shall qualify only for the benefits outlined above.

Where practical, these re-assignments will be allocated on a rotational basis in one week blocks.

Once days are earned, they must be taken and cannot be accumulated.

(E) Minimum Hours

Except where otherwise provided in this Agreement, in the event of an employee starting work on any day, and being sent home before they have completed four hours, they shall be paid for four hours at their regular rate. In the event that an employee reports for work but is sent home before commencing work, the employee shall be paid for two (2) hours at regular rates.

(F) Break Period

All employees working in full time (7 or 7.5 hour) positions shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift.

(G) Approval

All requests or direction to perform extra work or overtime shall be confirmed to the employee in writing with twenty-four (24) hours of the request being made, through written or electronic communication.

(H) Right of First Refusal for Custodial Day Shifts

When a Custodian in Charge is absent, the evening Custodial Shift Leader shall be offered right of first refusal to work the day shift in schools where there is an evening shift leader.

In schools where there is no evening shift leader, the evening custodian(s) shall be offered right of first refusal to work the day shift in order of seniority.

If there is no evening custodian willing or available to work the shift, then a relief worker will be dispatched.

In the event there is no relief worker available Hire Cluster 99 shall be dispatched.

ARTICLE 17: OVERTIME

(A) Overtime Defined

All time worked beyond the normal work day as defined in Article 16(B) or normal days of rest shall be deemed to be overtime.

Prior approval from the immediate work site supervisor must be obtained for all overtime worked.

(B) Overtime Rates

All overtime shall be paid, or banked at double the standard rate. Overtime may be banked to a maximum of five (5) work days annually.

Three (3) Trades days off for employees as per Article 16(B) may be included in this bank to the five (5) day maximum. Seasonal grounds personnel must take banked Trades days off within term of appointment. All banked TDOs must be taken by December 31 of each year.

(C) Overtime on Normal Days of Rest and Holidays

All time worked on normal days of rest shall be paid at overtime rates.

Any employee who is required to work on a holiday will be paid overtime rates in addition to their regular pay.

(D) Minimum Call-Back Time

Every employee who is called out 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 the employee leaves their home until the time they arrive back home. The word emergency above being defined as the instance where an employee does not receive notification during their regular working hours.

(E) Sharing of Overtime

Overtime and call-back time shall be divided equally among the employees engaged in similar types of operations and who are qualified to perform the work that is available.

(F) Overtime During Layoffs

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

(G) Overnight Trips

Certified Education Assistants who are on overnight trips supporting students will be granted one day off in lieu for each night. This time shall be mutually agreed upon between the employee and immediate work site supervisor and taken prior to the end of each school year.

ARTICLE 18: DIFFERENTIAL PAY

(A) In addition to the employees' regular rate of pay, differential pay shall be paid at the following rates for each hour worked in the respective shift.

Afternoon Shift: \$50.00 per bi-weekly pay period
 Night Shift: \$55.00 per bi-weekly pay period

The above differentials will be paid only when employees work in excess of one (1) hour outside of the following shifts:

DAY 8:00 A.M. TO 4:00 P.M.
 AFTERNOON 4:00 P.M. TO MIDNIGHT
 NIGHT MIDNIGHT TO 8:00 A.M.

The Steno I Dispatcher position(s) will be paid 1.5 hours per day Night Differential.

All employees whose normal work week includes work on Saturday or Sunday, shall receive one hour extra straight time pay for each Saturday or Sunday worked.

Shift Differential Calculation

Posted Hours of Shift	Shift Diff
6:30 a.m. to 10:30 a.m.	.25
6:30 a.m. to 2:30 p.m.	.13
7:00 a.m. to 11:00 a.m. 3:00 p.m. to 7:00 p.m.	.26
12:00 p.m. to 6:00 p.m.	.22
12:00 p.m. to 8:00 p.m.	.36
2:30 p.m. to 6:30 p.m.	.41
2:30 p.m. to 7:30 p.m.	.46
3:00 p.m. to 7:00 p.m.	.50
3:00 p.m. to 9:30 p.m.	.61
3:00 p.m. to 11:00 p.m.	.67
3:30 p.m. to 11:30 p.m.	.67
4:00 p.m. to 12:00 a.m.	.67
5:00 p.m. to 9:00 p.m.	.67
3:00 p.m. to 8:00 p.m.	.53
2:30 p.m. to 10:30 p.m.	.49

ARTICLE 19: HOLIDAYS

All employees after fifteen (15) days of employment shall receive one day's pay for not working on the following holidays:

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

*In the event that the provincial government declares Truth and Reconciliation Day as a different day than the federal government, the parties agree that only the provincial holiday will be observed.

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

A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonable withheld.

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

Employees laid off from work shall be entitled to statutory holiday pay if a statutory holiday occurs during the first ten (10) working days of the layoff.

Employees on general leave shall not be entitled to payment for a day that falls within, or on a calendar day which falls immediately prior to or following such leave.

When any of the above statutory holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off in lieu of the statutory holiday.

Category 4 relief employees will receive 4% in lieu of statutory holiday pay on each pay cheque.

ARTICLE 20: VACATIONS

(A) Definition of Vacation Year

The vacation year shall be defined as the period of time from July 1st to June 30th.

(B) Entitlement

The employee shall be entitled to annual vacations in accordance with the following schedule:

1. Vacation entitlements are based on the anniversary of service as follows:

Year 1	1½ days/month to maximum of 15 days
Years 2 - 5	15 working days
Years 6 - 13	20 working days
Years 14 - 19	25 working days
Years 20 +	30 working days

2. Accumulated service at June 30th of less than ten (10) complete months, one and one half (1 1/2) working days for each completed month of service, plus one and one half (1 1/2) working days for the total of partial months of service, to a maximum of fifteen (15) working days.

And one additional day for each year of service thereafter. Employees hired after June 30, 1995 will be limited to a maximum of 35 days.

Vacation entitlements shall be recorded on earning statements. If a Statutory or declared holiday falls or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation for such holiday in addition to their regular vacation time.

(C) Usage

1. 12 Month Employees (Including Custodial)
Entitlements may be taken in the year they are earned but shall not exceed the current balance. Entitlements must be taken by the end of the following vacation year in which they are earned. All requests for vacation must be approved by the employee's supervisor, based on operational requirements. Such requests will not be unreasonably denied. Preference over vacation dates shall be determined by seniority.
2. School-Term Employees
School term employees who receive days off necessitated by school holidays and in-service days shall have such days deducted from their vacation entitlements to prevent layoff on such days. Employees may request an unpaid leave of absence for in-service days.
School term clerical and Certified Education Assistant classifications who wish to use vacation outside of the months of July and August, except as specified above, shall be approved subject to the following provisions.
 - (I) Applications will be made prior to September 30 of the school term for the period requested and will be approved/denied by October 15. Applications shall also be considered on a case-by-case basis for approval during the school year;
 - (II) Leave will be granted to employees in each of the three (3) classifications listed above per school year to a maximum of seventy (70) days per year per classification;
 - (III) An individual employee applying for this leave shall only be granted up to a maximum of two (2) weeks' vacation per year;
 - (IV) Based on seniority;
 - (V) Based on operational requirements;
 - (VI) Only allowed once every three (3) years per individual.
3. Special Leave for School Term Employees

School-term employees may be permitted to use vacation allotment outside the months of July and August for the following reasons:

- i. Serious fire or flood in employees' household
- ii. Employee receives an evacuation order

School-term employees may be permitted to use up to two (2) days' vacation allotment outside the months of July and August for the following reasons:

- i. Formal hearing to become a Canadian Citizen
- ii. Employee's or employee's spouse or dependent's graduation from high school or post-secondary

Such requests will not be unreasonably denied.

(D) Vacation Pay

1. 12 Month Employees:
While on vacation all 12-month employees shall receive their pay on regular bi-weekly pay days.
2. School-Term Employees:
All school-term employees will be offered a choice as to whether they want to be paid out their vacation entitlements at the end of May each year or to use their remaining vacation entitlements to stay on payroll past their last day of work.

Those employees choosing to be paid out their entitlements at the end of May shall receive vacation pay on their regular bi-weekly pay dates during Christmas and Spring Break.

Those choosing to remain on payroll will not qualify for the B.C. Day statutory holiday.

3. Grounds Employees
All grounds employees will accrue vacation entitlement and will be paid out upon layoff.

(E) Certified Education Assistant Non-Instructional Days

Certified Education Assistants will be paid to attend five out of six non-instructional days

Commencing in the 2020/2021 school year, Certified Education Assistants will be paid to attend six out of six non-instructional days. Relief Certified Education Assistants will also be paid to attend six out of six non-instructional days.

Certified Education Assistants can be granted non-instructional days off by the worksite supervisor in lieu of days owed for overnight trips as per Article 17(G).

(F) Bus Driver Training

Bus drivers will be paid to attend three (3) days of mandatory training per year in lieu of non-instructional days. Training dates to be determined by the Employer. Training may be scheduled during the month of August and/or on non-instructional days.

(G) Injured/Sick or Bereavement While on Vacation

When an employee, who has made application and been approved for vacation as per Article 20(C), has commenced that vacation and becomes ill or injured resulting in admission to the hospital, or experiences a bereavement as outlined under Article 22(C), the employee shall be entitled to use either sick leave or bereavement leave and have that portion of vacation leave reinstated. Proof shall be provided upon request.

ARTICLE 21: SICK LEAVE PROVISIONS

(A) Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, exposed to contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

(B) Amount of Sick Leave

Sick leave shall be granted to employees on the basis of one and two-third (1 2/3) days for every month of service.

In any one calendar year when an employee has not had sick leave, or only a portion thereof, the employee shall be entitled to an accrual of all the unused portion of sick leave up to a maximum of 160 working days for their future benefits. Employees at maximum accumulation of 160 or more sick days shall accumulate at one half day per month effective January 1, 1993.

Employees who have accumulated 160 days or more and who become ill in the year preceding retirement will be allotted a maximum of twenty (20) days to maintain their entitlement. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of Statutory Holiday) absent for sick leave as defined in (A) and Article 25 (Supplementation of Compensation).

The PEBT LTD Plan shall be fully integrated with the sick leave plan so that an employee will be entitled to use sick leave up to the date the employee is eligible to collect LTD (80 work days) at which time sick leave usage shall cease.

(C) Illness in the Family

In the case of illness at the employee's residence and/or a medical emergency/procedure at a hospital of a family member where no one other than the employee can provide for the needs of the ill person, the employee, after notifying their supervisor, shall be entitled to a maximum of eight (8) days per calendar year when supported by a medical certificate.

In the event that a non-resident parent requires support due to a serious medical condition as confirmed by a medical practitioner, such time will be provided under the Family Illness provisions of this Article.

(D) Proof of Illness

The Employer may request that an employee provide a certificate from a duly qualified medical practitioner certifying the employee was unable to perform their duties due to personal or family member illness. The Employer shall reimburse costs associated with obtaining a medical certificate upon presentation of a paid receipt.

(E) Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, etc., the employee shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

(F) Sick Leave Without Pay

Sick leave without pay of one year shall be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work at the termination of the period for which sick leave with pay is granted. At the end of one year, any extension can only be granted upon review and by mutual agreement of the parties hereto.

(G) Sick Leave Records

A record of all unused sick leave will be kept by the Employer.

Sick leave entitlements shall be recorded on pay stubs.

(H) Payment of Accumulated Sick Leave

Any employee having accrued sick leave to their credit shall, on retirement or termination, after ten (10) years of continuous service, receive a salary grant in lieu thereof equal to:

55% of the days accumulated as per 21(B).

In the event of death, the salary grant shall be paid to their beneficiary.

Union dues will not be deducted from payout.

(I) Compassionate Leave

In the event of a life threatening illness or accident of a spouse, child, parent or sibling, an employee shall be granted up to three (3) working days per year without loss of salary which shall be deducted from the employee's accumulated sick leave entitlement.

ARTICLE 22: LEAVE OF ABSENCE

(A) Union Leave – Negotiations and Grievances

The Employer agrees that, where permission has been granted to representatives of the Union to leave their employment temporarily in order to meet or carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

(B) Union Conventions and Seminars

Leave of absence without pay and without loss of seniority will be granted upon request to the Board, to employees elected or appointed to represent the Union at Union conventions and Seminars. One week's notice shall be given to the Employer.

The Employer agrees to continue regular payment of wages and deductions for employees on leave under (B) of this Article.

The Employer will be reimbursed by the Union in full including holiday pay and pension payments.

Where there is no replacement provided for the absent employee, the money reimbursed and thus saved by the Employer for said leave will be used to establish a special fund for educational courses for employees. The Employer will account in writing to the Union by November 30th annually, for these funds. The Employer will forward the interest earned on the funds twice a year on November 30th and May 31st.

(C) Bereavement Leave

An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of salary in case of the death of a parent, spouse, brother, sister, child, grand-parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, or any other relative living in the same household.

In the event of death of a spouse, child, parent, brother or sister, two (2) additional days will be granted.

Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

(D) Funeral Leave

Up to one-half (1/2) day shall be granted without loss of salary or wages to attend a funeral, provided such employee has given sufficient notice to their immediate work site supervisor.

(E) Jury Leave

Jury Selection

The Employer shall pay an employee who is required to attend jury selection their normal earnings for the time required to be in attendance, provided such time falls during the employee's normal working hours.

Jury Duty, Subpoena to Appear, Testify at a Hearing

The Employer shall pay an employee who is required to serve as a juror or subpoenaed as a court witness the difference between their normal earnings and the payment the employee received for jury service or court witness for the time the employee is required to attend. The employee will present proof of service and the amount of pay received.

If jury selection is cancelled or court is in recess the employee is expected to return to work for the remainder of their regularly scheduled shift.

(F) Full Time Union or Public Duties

The employer will grant, on written request, leave of absence without pay:

1. For employees to seek election in a municipal, provincial, federal, First Nation or other Aboriginal election, for a maximum period of ninety (90) consecutive calendar days immediately preceding the election date.
2. For employees selected for a paid position with the Union or any body to which the Union is affiliated for a period of up to one year and will be renewed upon request of the Union.
3. For employees elected to a public office until the end of their elected term and will be renewed upon request.
4. For an employee elected to a full-time position of the Union or any body to which the Union is affiliated, the leave will be for the period of the term and will be renewed upon request from the Union.
5. For an employee appointed or elected to a full-time position with a First Nation or other Aboriginal organization, the leave will be for the period of the term and will be renewed upon request.

(G) President's Leave

A President of the Local Union who is elected to take office 100% of the time, shall be granted a leave to assume presidential duties by the Board. The Board will continue to pay the President their salary and to provide benefits as specified in the Agreement. The Union will reimburse the Board monthly for all salary and benefits costs.

For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Board. The President shall inform the Board of the number of days or partial days, if any, that the employee was absent from presidential duties. Such days or partial days shall be deducted from the President's accumulated sick leave or vacation credits.

Upon return from leave, the President has the option of returning to the position vacated or another position secured through posting.

(H) General Leave

Employees shall be granted by the Human Resources Department unpaid leave(s) upon application as follows:

1. Up to five (5) days per calendar year for school term employees for personal business providing an adequate replacement is available at the time of approval. Additional days may be granted upon request.
2. Over five (5) days and to a maximum of four (4) months, upon written application without loss of seniority or position. The employee bears all costs associated with maintaining benefits, as outlined in Article 22(M).
3. Over four (4) months up to one (1) year, upon written application. The employee does not earn seniority for the year but maintains seniority rights as provided for in Article 10. The employee bears all costs associated with maintaining benefits and is required to relinquish their position and must exercise their adjusted seniority date to obtain a position upon their return.

Additional leave under subsection (2) or (3) may be granted every three (3) years provided:

1. The employee relinquishes their position.
2. The employee taking the leave does not accept employment elsewhere.
3. The employee bears all costs associated with maintaining benefits.
4. The employee will not accrue seniority for the duration of the leave.

(I) Maternity Leave

An employee who becomes pregnant may take maternity leave for a duration that is in accordance with the Employment Standards Act and the employee shall:

1. Officially notify the Board of the pregnancy by submitting the Maternity-Parental Leave Form at least four (4) weeks before the date the employee proposes to begin leave.
2. Advise the Employer of their intention to return to the employ of the Employer following the maternity leave.

An employee may be requested to go on maternity leave at any time before the dates specified, where it is considered in the best interest of the Employer and not a violation of the Employment Standards Act.

(J) Supplemental Employment Benefits on Maternity Leave

When an employee takes the maternity leave to which they are entitled pursuant to the Employment Insurance Act, the Employer shall pay the employee:

1. 95% (ninety-five percent) of their current salary for the first week of the leave, providing such time occurs when the employee is not on normal layoff.
2. the difference between 95% (ninety-five percent) of their current salary and the amount of EI maternity benefits received by the employee, for a maximum of sixteen (16) weeks providing such time occurs when the employee is not on normal layoff.

(K) Parental Leave

An employee who has been granted maternity leave and/or an employee who qualifies for Parental Leave pursuant to the Employment Standards Act shall be granted Parental Leave for a duration as defined by the Act. The employee shall submit the Maternity-Parental Leave Form at least four (4) weeks prior to commencing the leave, advising the Employer of their intention to return to the employ of the Employer following the parental leave.

(L) Seniority While on Maternity and/or Parental Leave

An employee who returns to duty following a maternity and/or parental leave where the duration is less than or equal to 78 weeks will have no loss of seniority.

An employee who returns to duty following a maternity and/or parental leave where the duration is greater than 78 weeks will have no loss of seniority for the first 78 weeks of leave.

An employee who returns to work after more than 78 weeks will be required to relinquish their position and must exercise their adjusted seniority date to obtain a position upon their return.

(M) Employee Responsibility for Benefit Costs While on Leave

For the duration of a leave, as defined in section Article 22(H) subsection 2 and 3, 22(F), 22(N), 22(O) and 22(P), the employee bears all costs associated with maintaining benefits as provided for in Article 28. For the duration of a leave, as defined in Article 22(I), 22(J) and 22(K), the employee bears the cost for benefits as provided for in Article 28 that are normally deducted from an employee's earnings.

The employee must contact the employer prior to the commencement of the leave or during the leave to agree upon a benefits payment plan. A payment plan will include scheduled regular payments or planned deductions from earnings before the leave starts, during the leave, and/or once the employee has returned to duty. The benefits payment plan is subject to the approval of the employer.

In the event that an employee has not made payments in accordance with the payment plan and there is no scheduled date for return to duty, the employer may cease employee benefit coverage to mitigate financial loss. The employee accepts that the cessation of employee benefit coverage could impact that employee's ability to obtain benefit coverage in the Board benefit plan at a later date.

(N) Education Leave

The Board agrees that it is to the mutual benefit of the employer and the employee to improve the educational standards of the work force. Leave of absence without pay and without loss of seniority shall be granted to an employee for a period of up to two (2) years, in order to upgrade the employee's education or training, so far as to improve the employee's employment opportunities for positions within the School District. This leave shall be granted only where the time is mutually agreed to and provided an acceptable replacement can be recruited, and provided that the employee has been employed with the Board for five (5) consecutive years or provided five (5) years have elapsed since the employee's return to work from a previously approved educational leave. This leave shall be accorded to no more than two (2) employees per department, at any one time. If the employee requests to be kept on benefits, the employee will pay the full cost of the benefit premiums. Such leave shall be requested in writing no later than 90 days prior to the requested start date of the leave.

(O) Compassionate Care Leave

Compassionate Care Leave is extended to employees in accordance to the Employment Standards Act. Employees are entitled to take up to 27 weeks of unpaid compassionate care leave without loss in seniority within a 52-week period to care for a family member who is terminally ill. The Employment Standards Act defines family member as follows:

In relation to the employee

- The employee's spouse, child, parent, sibling, grandchild or grandparent
- Any person who lives with the employee as a member of the employee's family
- The employee's step sibling, aunt or uncle, niece or nephew, current or former foster parent, foster child, ward or guardian
- The spouse of the employee's sibling or step-sibling, child or step-child, parent, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian
- Anyone else who the employee considers to be like a close relative regardless of blood, adoption, marriage or common law partnership

In relation to the employee's spouse

- The spouse's child, parent or step-parent, sibling or step-sibling
- The spouse's grandparent, grandchild, aunt or uncle, niece or nephew
- The spouse's current or former foster parent, or ward

The employee shall speak with their employer about the need to take the leave when the employee first becomes aware of it. The employee must get a medical certificate that states the family member has a serious medical condition and is at risk of death within 26 weeks. The employee must give the employer the certificate as soon as it is reasonably possible to do so. The employee is not required to do this before taking the leave.

(P) Family Responsibility Leave

Family Responsibility Leave is extended to employees in accordance to the Employment Standards Act.

An employee can take up to five days of unpaid leave in each employment year (an employment year begins on the date the employee started work) to help with the care, health or education of a child under the age of 19 in their care.

An employee can also ask for this type of leave to care for the health of any other member of their immediate family.

Family responsibility leave does not accumulate from year to year.

ARTICLE 23: PAYMENT OF WAGES AND ALLOWANCES

(A) Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages and deductions.

(B) Vacation Pay

While on vacation all 12-month employees shall receive their pay on regular bi-weekly pay days.

All 10-month employees will be offered a choice as to whether they want to be paid out their vacation entitlements at the end of May each year or to use their remaining vacation entitlements to stay on payroll past their last day of work.

All 8-month grounds employees will accrue vacation entitlement and not be paid out vacation pay.

Those employees choosing to be paid out their entitlements at the end of May shall receive vacation pay on their regular bi-weekly pay dates during Christmas and Spring Break.

The vacation year shall be from July 1st until June 30th for those 10-month employees who choose to remain on payroll past their last day of work. Those choosing to remain on payroll will not qualify for the B.C. Day statutory holiday.

(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.

When an employee is regularly assigned to a position paying a lower rate, their rate shall not be reduced for a period of three (3) months following their regular assignment to a lower rate position.

(D) Automobile Allowance

Where employees agree to use their personal vehicles for Board business they shall be reimbursed in accordance with Board Policy. This would include claims for working in two (2) or more work locations.

(E) Mileage for Relief Employees

Relief employees shall be paid in lieu of mileage if required to travel in their vehicle to an area outside their general geographic area (Barriere, Chase, Heffley Creek, Logan Lake, Pinantan, Savona, Sun Peaks, Westwold) from the first day of an assignment up to a maximum of twenty (20) working days per assignment. For those areas not listed above, the following rates apply:

		Commencing 2020/2021 School Year:	
Kamloops to Heffley Creek	\$25.00 per day	Kamloops to Heffley Creek	\$28.75 per day
Kamloops to Logan Lake	\$40.00 per day	Kamloops to Logan Lake	\$46.00 per day
Kamloops to Pinantan	\$25.00 per day	Kamloops to Pinantan	\$28.75 per day
Kamloops to Barriere	\$40.00 per day	Kamloops to Barriere	\$46.00 per day
Kamloops to Savona	\$40.00 per day	Kamloops to Savona	\$46.00 per day
Barriere to Clearwater	\$40.00 per day	Barriere to Clearwater	\$46.00 per day
Kamloops to Sun Peaks	\$40.00 per day	Kamloops to Sun Peaks	\$46.00 per day
Kamloops to Chase	\$40.00 per day	Kamloops to Chase	\$46.00 per day
Kamloops to Westwold	\$40.00 per day	Kamloops to Westwold	\$46.00 per day

(F) Bus Drivers - Outside Bus Trips

The allocation of all extra bus trips shall be in accordance with Schedule "C" attached.

(G) Out of Town on Employer Business

Employees required to be out of town on educational courses or other Board business shall be reimbursed expenses in accordance with Board Policy. All educational courses shall receive prior approval of the Employer.

(H) First Aid Certificate

Employees required to possess a Level 3 Occupational First Aid certificate will receive an allowance of \$1.05 per hour.

Employees required to possess a Level 2 Occupational First Aid certificate will receive an allowance of 80¢ per hour.

Employees required to possess a Level 1 Occupational First Aid certificate will receive an allowance of 60¢ per hour.

The Employer shall designate an employee who possesses a Level 1 Occupational First Aid certificate in each school. Other employees who volunteer and are designated by the school as a Level 1 Occupational First Aid attendant shall receive an additional 40¢ per hour.

(I) Medical Exams

In the event a driver has been required to have an examination under Section 49 under the Motor Vehicles Act, the driver will submit the examination to the School District and all costs associated with the physical exam will be borne by the Employer upon receipt of a copy of the examination and the receipt for same.

Bus Drivers are required to have an annual physical examination from a qualified medical practitioner each year prior to August 15th. In the event a Bus Driver has been required to have an examination under Section 49 within three months prior to August 15th, the Bus Driver will submit the Motor Vehicle Examination to the School District and will not be required to undergo the School District medical in that year.

(J) Bus Driver – Orientation Trips

Bus drivers will be compensated \$50 for the initial orientation trip where mandated by the employer.

ARTICLE 24: JOB CLASSIFICATIONS AND RECLASSIFICATION

The Employer will develop job descriptions for all new classifications.

The Employer agrees to consult and receive Union input on preparation of job descriptions.

ARTICLE 25: SUPPLEMENTATION OF COMPENSATION AWARD

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by WorkSafeBC as compensable within the meaning of the Compensation Act, shall have deductions of that portion of the day not paid by WorkSafeBC made from their sick leave entitlement for each day the employee is entitled to Worker's Compensation, provided the employee has credit, provided further that this section shall only apply to those employees who have completed the probationary period.

The Board shall receive the Worker's Compensation cheque and shall pay the employee their regular rate. In the event an employee has not sufficient sick leave entitlement, the employee shall receive the Worker's Compensation cheque.

ARTICLE 26: TECHNOLOGICAL AND OTHER CHANGES

Adjustment Plan

- (A) If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees by classification to whom the Collective Agreement applies;
- (i) the Employer shall give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
 - (ii) after notice has been given, the Employer and Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - 1. consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
 - 2. resource planning and employee counselling and retraining;
 - 3. notice of termination;
 - 4. severance pay;
 - 5. entitlement to pension and other benefits including early retirement benefits;
 - 6. a bipartite process for overseeing the implementation of the adjustment plan.
- (B) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement.
- (C) Subsections (1) and (2) do not apply to the termination of the employment of employees referred to in section 49.2 of the Employment Standards Act.

Any training required as a result of technological change shall be given during work hours.

ARTICLE 27: OCCUPATIONAL HEALTH AND SAFETY

- (A) The Union and the Employer shall cooperate in continuing and advancing the School District's Occupational Health and Safety program in accordance with School District policy.
- (B) The joint District Safety Committee shall be established and composed of two representatives appointed by the Employer, and two representatives of the Union and two members of the KTTA as per the Occupational Health and Safety policy.
- (C) The joint safety committee shall comply with and enforce all applicable federal, provincial and municipal health and safety legislation and regulations such as the Industrial Health and Safety Regulations established under the Workers' Compensation Act and regulations established under W.H.M.I.S. and the School District No. 73 Occupational Health and Safety Manual.
- (D) Where an employee working in an environment where serious communicable diseases have been determined by the Medical Health Officer to exist, the Board will pay expenses associated with preventive medication not covered by the employee's own medical insurance coverage.
- (E) Severe student behaviour occurs when an employee has been physically or verbally abused by a student. That employee shall refer the student to the principal who will investigate the concern and take appropriate corrective measures. In every case the principal shall involve the employee, student and parent/guardian in the corrective plan. Incident reports that involve injury to employees shall be sent to the joint Health and Safety Committee monthly.

- (F) No employee will be required to work in environments that are unsafe or unhealthy.
- (G) The Employer agrees to have site-based procedures to deal with employee safety and protection in the workplace. Any employee upon beginning a new assignment at a work site shall be provided with safety procedures/guidelines for those students deemed to be high risk behaviourally and/or for students requiring extraordinary lifting or mobility assistance.

ARTICLE 28: BENEFITS

Eligibility for Benefits

1. Category 1 regular employees
Entitled to all benefits as outlined in this Agreement.
 2. Category 2 regular recall employees
If recalled into a position that is known to extend beyond 12-weeks within 4-months of being placed on the recall list are treated as a Category (1) regular employee for benefit purposes. If not recalled into a position within 4-months of being placed on the recall list will be given the option to review benefit coverages to determine if they wish to continue as a Category (1) regular employee at their cost or be a Category (3) relief employee with seniority for benefit purposes.
 3. Category 3 relief employees with seniority
Employees will upon successful completion of a probationary period be offered Medical and Extended Health benefits.
 4. Category 4 relief employees
Will be entitled to statutory benefits and vacation pay. Employees will be offered Extended Health Benefits after 100 days worked. Days worked for the purpose of benefits offerings will be calculated quarterly (March 31, June 30, September 30, and December 31). Employees will be responsible for 100% of the benefits costs.
 5. Benefit Deductions
All ten (10) month employees will have benefit premiums deducted in eighteen (18) equal instalments.
 6. In the case of absence for illness
The Employer’s contribution for the Medical and Extended Health plans will be paid for a maximum of one-year from the commencement of illness. Thereafter and for the full period of any other absence, the employee may pay the full premiums through the Employer if the employee so desires.

Other coverages can be maintained by the employee at their cost if permitted under the plan(s).
 7. Joint Benefit Trust Program
For those benefits noted in B-C-F-G and I, as of February 1, 2005, the parties will participate in the Joint Benefit Trust Program offered through PEBT (https://www.pebt.ca/en/SelectDistrict_PEBT.asp).
- (A) Medical Insurance

The Employer shall contribute one hundred percent (100%) of the premiums of the recognized medical plan.
 - (B) Extended Health Care

The Employer shall contribute one hundred percent (100%) of the premiums of the Extended Health care plan (one million lifetime maximum), which shall include hospital co-insurance, eyeglass coverage and hearing aids. Eyeglass coverage shall be a maximum of \$400.00 every two (2) years for each family member.
 - (C) Group Life Insurance

Category 1 regular employees shall participate in a mutually agreeable Group Life Insurance Policy, with the Employer paying one hundred percent (100%) of the regular monthly premiums. Group Life Insurance coverage is two (2) times each employee's annual salary with a waiver of premium rider to age 65.

(D) Pension Plan

Category 1 regular employees shall participate in the existing pension 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 hereto.

(E) Retirement Benefits

An employee not enrolled in the pension plan, upon retirement, as defined by Municipal Superannuation, shall be granted one-half (1/2) day's pay for every month of service with the Employer prior to January 1, 1988 and one (1) day's pay for every month of service effective January 1, 1988, provided the employee has served a minimum of five (5) years' service, except in the case of dismissal for just cause.

Employees with Municipal Superannuation, who in the past were excluded from participation, will be granted this benefit on a pro-rated basis for the time worked as a regular or temporary employee (after successful completion of the probationary period) providing previous service was not picked up.

Payment of benefit to be based on the rate of pay effective immediately preceding retirement.

(F) Dental Insurance

Category 1 regular employees shall participate in the Pacific Blue Cross Dental Plan with the Employer contributing 75% of the premiums providing 100% of Plan A, 60% of Plan B and 60% of Plan C with a lifetime limit of \$3,500.00.

(G) Long Term Disability

Disability benefits will be as provided through the Public Education Benefits Trust (PEBT).

(H) Employee Assistance

All employees shall participate in the mutually agreed upon Employee Assistance Program with the Employer contributing 75 percent of the premium. Employee deductions will be made at date of hire and annually thereafter in the month of October.

(I) Accidental Death and Dismemberment Insurance

The Employer agrees to check-off and remit premiums for a Voluntary Accidental Death and Dismemberment Insurance Plan and to provide any statistical data necessary for premium quotation. Such policy and the carrier shall be determined by the Union. The Employer agrees to provide application forms and details of this plan to new employees.

Voluntary A.D.&D. benefits in multiples of \$10,000 are available and paid for by the employee.

(J) Employment Insurance

All employees shall be covered by the provisions of the Employment Insurance Act, and the Employer agrees that no further certificates exempting employees from coverage under the Act shall be issued.

ARTICLE 29: GENERAL CONDITIONS

(A) Proper Accommodation

Where possible, 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 suitable locations upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

All Employees shall be issued an email account and shall have access to relevant electronic bulletin boards as posted by the Employer.

(C) Fire and Theft Insurance

The Employer shall provide fire and theft insurance covering the tools owned by employees and used in performance of their duties with the Employer and left on the Employer's premises. The employee shall provide the Employer with an itemized list of these tools as purchased.

(D) Strike at Employer's Premises

In the event that any employees of the Employer become engaged in a strike and maintain pickets at the Employer's premises, then any refusal to work or failure to cross such a picket line by employee members of this Union shall not be considered a violation of this Agreement, nor constitute sufficient grounds for dismissal. However, services essential to safeguarding buildings and property will be maintained.

(E) Instructional Courses and Course Reimbursement

The Employer agrees to pay the full cost for the one successful attempt of any course of instruction required and approved by the Employer. Employer initiated courses will be funded by the Employer. Other courses will be funded as per Article 22(B).

Employees who plan on requesting course reimbursements must receive prior approval. When approved by the Employer, courses that require the employee to travel out of town will be reimbursed for gas, toll, and ferry charges only upon submission of appropriate receipts. The employee will assume any and all other associated expenses.

Employees taking courses should forward a copy of marks and/or certificates for inclusion in their personnel file.

(F) Dress

Employees shall keep themselves clean and tidily dressed at all times, except when it is necessary for them to be working in a particular job that tends to require an older type of working clothes.

(G) Protective Clothing

The Employer agrees to supply protective clothing to employees who require them.

(H) Safety Protective Footwear Allowance

In compliance with WorkSafe Regulations the Employer agrees to pay up to \$150.00 annually or \$300.00 every second year towards the cost of Safety Protective Footwear where required by work function, when supported by an original receipt. Employees receiving Safety Protective Footwear Allowance must wear the Safety Protective Footwear at any time during the work shift where a risk of injury to the foot exists.

(I) Swim Suit Allowance

The Employer agrees to pay \$50.00 annually or \$100.00 every second year towards the cost of a swimsuit for Certified Education Assistants where required on a regular on-going basis and when supported by an original receipt.

(J) Transportation Trades

Bus Mechanics', the mechanical foreman, Shop Utility – Autobody, and Shop Utility – Tireperson's tools that are broken, worn out, lost or stolen will, upon application, be replaced by the Employer at no charge to the employee.

New tools required for employees' use on the job due to new technology will be purchased by the School District. The School District will retain ownership of new tools purchased.

Commencing in the 2020/2021 school year, bus mechanics and the mechanical foreman will receive a \$75/month tool allowance, and Shop Utility - Autobody, and Shop Utility – Tireperson will receive a \$50/month

tool allowance for the purpose of purchasing new hand tools, air tools, power tools, or specialty tools of their choosing to aid in the performance of their duties. The employee will retain ownership of these tools.

(K) Copyright Infringement

Any employee whose job requires the copying and/or reproduction of material will not be held responsible for any copyright infringement violation incurred on behalf of the Employer.

(L) Special Eyeglasses - VDT's or CRT's

The Employer agrees to pay 50% to a maximum of \$250.00 every two (2) years for special eyeglasses required by employees working on VDT's or CRT's.

(M) Indemnification

The School Board recognizes that as a general principle it has an obligation to its employees to indemnify them from damages and costs incurred by them as a result of actions or prosecutions brought against employees acting in the ordinary course of their duties.

ARTICLE 30: JOB SECURITY

No permanent employee shall lose their employment because of subcontracting engaged in by the Employer.

No paid staff position will be displaced or replaced by the use of volunteers.

The Employer is committed during the life of this Agreement not to contract out work presently performed by C.U.P.E. members.

The Employer is prepared to review concerns regarding contracting out informally with the Union through the Labour Management Liaison Committee structure.

ARTICLE 31: PRESENT CONDITIONS AND BENEFITS

All rights, benefits, privileges, 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 32: ACCESS TO INFORMATION

Agendas and minutes of all public Board Meetings with attachments will be provided to the Union at the time of distribution to the Board.

ARTICLE 33: TERM OF AGREEMENT

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first day of July, 2022 and up to and including June 30, 2025, and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the Labour Code of British Columbia. During the period of collective bargaining, this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF BOTH PARTIES HERETO EXECUTED THESE PRESENTS:

Signed on behalf of the Employer:



John Wiedrick
Associate Superintendent



Heather Grieve
Board Chair

Originally signed by
The Board of Education
School District No. 73
(Kamloops-Thompson)

On 11 day of July, 2024

Signed on behalf of the Union:



Dawn Armstrong
President



Kimberly Grigg
Bargaining Chair

Originally signed by
The Canadian Union of Public Employees
Local 3500

On 12 day of July, 2024

DUTIES AND RESPONSIBILITIES OF SCHOOL BUS DRIVERS

1. All Bus Drivers must possess a valid B.C. "Class 2" Chauffeur's Licence and air brake endorsement.
2. Annual Driver Medicals – refer to Article 23 (I).
3. The driver shall sweep and clean out the interior of the bus before or after each trip; and shall keep the bus well ventilated, and/or heated at all times.
4. Drivers will at all times adhere to traffic and safety regulations in the operation of their vehicle.
5. The Driver shall never drive backwards on the School Grounds until the driver has looked behind, sounded their horn, and placed a responsible pupil to guard the rear.
6. The driver shall not leave the bus when pupils are in it until the driver has shut off the motor, set the brakes, and has removed the ignition key.
7. The driver shall not engage in unnecessary conversation with anyone while the bus is in motion.
8. The driver shall see that all doors on the bus are kept closed while the bus is in motion.
9. The driver shall bring the bus to a complete stop before taking on or letting off children. Whenever possible the driver shall stop off the pavement, at a place where the road may be clearly seen for several hundred feet in either direction. The driver shall always signal to drivers coming up from the rear before stopping or turning.
10. The driver shall pre-trip their bus before driving it for the condition of headlights, brakes, steering apparatus, tires, windshield wipers, horns and other mechanical features affecting safety of the children in the bus the employee drives. The employee shall not transport pupils unless the bus is safe to operate.
11. The driver shall not permit anyone but themselves to operate the bus, except with the permission of the Transportation Dispatcher or the Transportation Manager.
12. The driver shall not fill the fuel tank while pupils are in the bus, or while the motor is running.
13. Drivers shall report all student accidents to the Principal and the Transportation Office.
14. The drivers shall instruct the pupils at least twice during the school year in the following:
 - (A) Use of the Emergency Door.
 - (B) Safe operation of the windows.
 - (C) Proper use of the fire extinguisher.
15. In the case of an accident, the driver must not make any statement that may reflect liability for accident, on themselves or other party.
16. Driver report, re vehicle accident forms, must be filed with the Manager or School Board Office within 24 hours of accident.
17. The driver shall report to the Transportation Dispatcher any new road hazards as they occur.
18. The driver shall adhere closely to the established schedule, which shall be approved by the Manager and placed in the bus where it can be easily seen.
19. The driver shall not, except on special order of the Transportation Manager, use a school bus for any purpose other than transporting pupils to and from school.

20. The driver shall not permit dogs or other animals in the bus.
21. The driver shall report to the Transportation Manager immediately when the bus is overloaded.
22. The driver shall keep their person clean and neat, and not use tobacco on the school bus.

SCHOOL BUS REGULATIONS

1. Principals have the final responsibility for behaviour of all pupils transported on school buses.
2. Rules and regulations concerning safety and deportment to be:
 - (A) Discussed with students by school authorities.
 - (B) Given to Bus Driver.
 - (C) Copy sent to parents for signature.
3. Bus Drivers shall have the authority to maintain order on the bus, but shall report all cases requiring disciplinary action to the Principal on a form provided to the Bus Drivers for this purpose.
4. Parents shall be advised of all cases of misbehaviour reported by the Bus Drivers to the Principal.
5. Principals have the authority to suspend the right to ride on buses for repeated misbehaviour. This shall be for a stated period of time.
6. Any suspension shall be reported to the parents and to the School Board.
7. Privilege of transportation shall be restored to students suspended only upon assurance to the Principal of conforming to bus regulations.
8. Indefinite suspension shall be authorized only by the Board of Education.
9. Pupils will be held responsible for wilful damage to the school bus under Section 10 of the School Act.
10. Bus drivers shall be provided with an up-to-date list of students eligible to ride on the bus. Drivers may require students to produce a student's card as proof of such eligibility. Such card to be issued free of charge.
11. Students must provide the Bus Driver with written permission from their parent or guardian to disembark at other than their normal location.
12. Drivers shall insure that sufficient fuel is held in tanks to complete inward and outward runs.
13. Drivers are responsible for care and protection of the transportation equipment in their charge during working hours.

SCHEDULE “A”: RATES OF PAY

NOTE: Full-time employees work either 75 or 70 hours/bi-weekly period dependant upon their position, with the exception of four (4) hour Bus Driver positions based on 40 hours/bi-weekly period.

Employees required to possess First Aid Certificates will be paid as per Article 23 (H)

During the term of this Collective Agreement general wages increase will amount to an overall increase of 5.5%. Increases will be effective on the following dates:

- July 1, 2022 \$0.25 and 3.24% GWI
- July 1, 2023 5.5% GWI plus 1.25% COLA
- July 1, 2024 2% GWI plus up to 1% COLA*

Pay schedules will be available through the SD73 employee intranet site after each effective date.

ACCOUNTING

Job #	Description	JE Points	01-Jul-22	01-Jul-23	01-Jul-24
			\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
1-2	Accounting Clerk 2 - General	275	\$28.71	\$30.65	\$31.26
1-3	Accounting Clerk 2 - Data Input	275	\$28.71	\$30.65	\$31.26
1-4	Account. Clerk 2 - Accounts Payable	275	\$28.71	\$30.65	\$31.26
1-5	Accounting Clerk 3	295	\$29.38	\$31.36	\$31.99
1-6	Accounting Clerk 4 - Payroll	315	\$30.04	\$32.07	\$32.71
1-7	Accounting Clerk 4 - General	315	\$30.04	\$32.07	\$32.71
1-9	Payroll Supervisor	430	\$36.63	\$39.10	\$39.88

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

CLERICAL

Job #	Description	JE Points	01-Jul-22	01-Jul-23	01-Jul-24
			\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
2-1	Booking Clerk	205	\$26.33	\$28.11	\$28.67
2-2A	Steno 2 – Community Rentals/Reception	285	\$29.05	\$31.01	\$31.63
2-3	HR System Specialist - Dispatch		\$29.71	\$31.72	\$32.35
2-3A	Steno 1 - Event Planner	215	\$26.66	\$28.46	\$29.03
2-4	Steno 1	215	\$26.66	\$28.46	\$29.03
2-5	Steno 2	305	\$29.71	\$31.72	\$32.35
2-6	Regional Maintenance Steno	295	\$29.38	\$31.36	\$31.99
2-7	Counseling Steno	265	\$28.38	\$30.30	\$30.91
2-8	International Secretary	295	\$29.38	\$31.36	\$31.99
2-9	Secretary-in-Charge (Elementary)	295	\$29.38	\$31.36	\$31.99
2-10	Transportation Clerk	250	\$27.86	\$29.74	\$30.33
2-11	Secretary-in-Charge (Secondary)	335	\$30.73	\$32.80	\$33.46
2-12	Secretary-in-Charge (HGEC)	335	\$30.73	\$32.80	\$33.46
2-13	Steno 3	315	\$30.04	\$32.07	\$32.71
2-14	Steno 3 Facilities	315	\$30.04	\$32.07	\$32.71
Combo	Steno 1/Counselling	Combo	\$27.52	\$29.38	\$29.97
2-15	Secretary in Charge Distant Learning	335	\$30.73	\$32.80	\$33.46

NOTE: Steno 1 rate of pay for first 5 days

CUSTODIAL

Job #	Description	JE Points	01-Jul-22	01-Jul-23	01-Jul-24
			\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
3-1	Custodian 1 - Supervised	160	\$24.82	\$26.50	\$27.03
3-2	Custodian 2 - Unsupervised	200	\$26.15	\$27.92	\$28.48
3-3	Custodian 3 - Shift Leader	230	\$27.19	\$29.03	\$29.61
3-4	Custodian 4 - In Charge (One Person School)	230	\$27.19	\$29.03	\$29.61
3-5	Custodian 5 - In Charge (Elementary & Small Secondary)	260	\$28.21	\$30.11	\$30.71
3-6	Custodian 6 - In Charge (3 or More People)	270	\$28.55	\$30.48	\$31.09

NOTE: Shift differential will be paid to Custodians who work in excess of one (1) hour outside of the shifts specified in Article 18 as follows:
 Afternoon Shift: \$50.00 per bi-weekly pay period
 Night Shift: \$55.00 per bi-weekly pay period

EDUCATION SUPPORT

Job #	Description	JE Points	01-Jul-22	01-Jul-23	01-Jul-24
			\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
6-1	Itinerant Science Assistant	240	\$27.50	\$29.36	\$29.95
6-2	CEA 2 (Relief)	225	\$27.03	\$28.85	\$29.43
6-2 (b)	CEA 2 Bus Supervisor	250	\$27.86	\$29.74	\$30.33
6-5 (a,b)	CEA 3 (Behaviour, Personal Care)	270	\$28.55	\$30.48	\$31.09
6-5 (c)	CEA 3 District Resource Room	280	\$28.87	\$30.82	\$31.44
6-5 (c)	CEA 3 Brailist	275	\$28.87	\$30.82	\$31.44
6-6	Aboriginal Education Worker	255	\$28.04	\$29.93	\$30.53
6-7	Early Childhood Education	270	\$28.55	\$30.48	\$31.09
6-8	CEA - Advanced Signer/Brailist	265	\$28.38	\$30.30	\$30.91
6-11	CEA 4	330	\$30.58	\$32.64	\$33.29
6-12	Registered Sign Language Interpreter	335	\$30.73	\$32.80	\$33.46
6-13	Speech and Language Pathologist Assistant	270	\$28.55	\$30.48	\$31.09

GROUNDS

Job #	Description	JE Points	01-Jul-22	01-Jul-23	01-Jul-24
			\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
4-1	Labourer	170	\$25.15	\$26.85	\$27.39
4-2	Groundsperson	220	\$26.82	\$28.63	\$29.20
4-3	Mechanic/Welder	375	\$34.71	\$37.05	\$37.79
4-4	Groundsperson - Fencing	305	\$29.71	\$31.72	\$32.35
4-5	Groundsperson - Horticulture	360	\$31.61	\$33.74	\$34.41
4-6	Irrigation Mtce Trainee	185	\$25.64	\$27.37	\$27.92
4-2b	Fencing Playground Helper		\$26.82	\$28.63	\$29.20
4-7	Irrigation Maintenance 1	255	\$28.04	\$29.93	\$30.53
4-8	Irrigation Maintenance 2	335	\$30.73	\$32.80	\$33.46
4-9	Grounds Equipment Op. 1	260	\$28.21	\$30.11	\$30.71
4-10	Grounds Equipment Op. 2	280	\$28.87	\$30.82	\$31.44
4-11	Regional Utility/Grounds Eq. Op	335	\$30.73	\$32.80	\$33.46
4-12	Groundsperson 3 Playground	305	\$29.71	\$31.72	\$32.35
4-12	Groundsperson 2	250	\$27.86	\$29.74	\$30.33

LIBRARY

Job #	Description	JE Points	01-Jul-22	01-Jul-23	01-Jul-24
			\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
7-1	Itinerant Library Assistant	225	\$27.03	\$28.85	\$29.43
7-2	Library Assistant 1	205	\$26.33	\$28.11	\$28.67
7-2	Library Assistant 2 (French)	215	\$26.66	\$28.46	\$29.03
7-3	Library Cataloguing Tech	290	\$29.21	\$31.18	\$31.80
7-4	Library Resource Centre / Computer Tech	320	\$30.22	\$32.26	\$32.91

OTHER

Job #	Description	JE Points	01-Jul-22	01-Jul-23	01-Jul-24
			\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
11-2	Desk Repairman	260	\$28.21	\$30.11	\$30.71
11-4	Driver/Storesman	185	\$25.64	\$27.37	\$27.92
11-5	Resident Caretaker - McQueen Lake	305	\$29.71	\$31.72	\$32.35
11-6	Labourer - Printer/Media	210	\$26.47	\$28.26	\$28.83

PURCHASING

Job #	Description	JE Points	01-Jul-22	01-Jul-23	01-Jul-24
			\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
8-2	Buyer	365	\$31.78	\$33.93	\$34.61
8-3	Junior Buyer	315	\$30.04	\$32.07	\$32.71

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NOTE: The daily differential rate for the Buyer 2 covering the absence of the Purchasing Manager for a full day or more will be \$1.25 per hour (\$8.75 per day)

SKILLED/TECHNICAL

Job #	Description	JE Points	01-Jul-22	01-Jul-23	01-Jul-24
			\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
5-1	Production Services Technician	320	\$30.22	\$32.26	\$32.91
5-2	Graphic Technician	340	\$30.88	\$32.96	\$33.62
5-3	Print Technician	340	\$30.88	\$32.96	\$33.62
5-3	Help Desk Tech - Level 1	295			
5-4	WIFI Video Conference Tech	385	\$32.44	\$34.63	\$35.32
5-5	Site Support Tech - Elem	385	\$32.44	\$34.63	\$35.32
5-6	Site Support Tech - Sec	385	\$32.44	\$34.63	\$35.32
5-7	Video Conference Tech	385	\$32.44	\$34.63	\$35.32
5-8	Computer Hardware	400	\$32.96	\$35.18	\$35.88
5-9	Network Support Technician - Programmer	415	\$33.44	\$35.70	\$36.41
5-10	Wide Area Network Specialist	415	\$33.44	\$35.70	\$36.41
5-11	Distance Learning Support Programmer	405	\$33.11	\$35.34	\$36.05
5-12	Communications Coordinator	340	\$30.88	\$32.96	\$33.62
5-13	Website Coordinator	340	\$30.88	\$32.96	\$33.62
5-14	Distributive Learning/IT Service	385	\$32.44	\$34.63	\$35.32
5-16	Sr. Web Developer / Applications Analyst	405	\$33.11	\$35.34	\$36.05

TRADES

Job #	Description	JE Points	01-Jul-22	01-Jul-23	01-Jul-24
			\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
9-1	Carpenter	415	\$36.07	\$38.50	\$39.27
9-2	Electrician	435	\$36.76	\$39.24	\$40.02
9-3	Glazier/Locksmith	405	\$35.78	\$38.20	\$38.96
9-4	Heating/Refrigeration Technician	415	\$36.07	\$38.50	\$39.27
9-5	Painter	300	\$32.18	\$34.35	\$35.04
9-6	Plumber	425	\$36.47	\$38.93	\$39.71
9-7	Millwright	435	\$36.76	\$39.24	\$40.02

NOTE: Painter - When spray painting, painters will be paid 10% more per hour.
 Trades Team Lead - Will receive the current rate of pay for their respective trade plus 10%.

TRANSPORTATION

Job #	Description	JE Points	01-Jul-22	01-Jul-23	01-Jul-24
			\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
10-1	Bus Driver	295	\$29.38	\$31.36	\$31.99
10-3	Bus Dispatcher	335	\$30.73	\$32.80	\$33.46
10-4	Shop Utility - Autobody	315	\$32.72	\$34.93	\$35.63
10-6	Shop Utility – Wash Bay Tire Repair	275	\$28.71	\$30.65	\$31.26
10-7	Mechanic	435	\$36.76	\$39.24	\$40.02
10-8	Mechanic Foreman	445	\$40.41	\$43.14	\$44.00
10-9	Regional Shop Utility	295	\$29.38	\$31.37	\$31.99

NOTE: The Mechanic Foreman will always be paid 10% more than a Mechanic.
 Bus Drivers' rates shall be based upon the actual driving time, plus fifty (50) minutes.
 Field Trip Rate is paid an additional 6% in lieu of Holiday Pay.

SUPPORTED WORKER

Description	01-Jul-22	01-Jul-23	01-Jul-24
	\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
Supported Worker	\$21.40	\$22.84	\$23.30

SCHEDULE “B”: HOURS OF WORK

The Employer and the Union agree that the appended schedule sets out the hours worked in each work location.

Provisions of Article 17(A) shall apply to hours worked outside of those set out in this schedule. Amendments to this schedule may only be made by mutual agreement of the parties to this Agreement.

- The P.M. Custodian position in secondary school that is posted as a 4:00pm – 12:00am shift shall be permitted to work 3:00pm to 11:00pm except when required to work 5:00pm to 1:00am.
- Bus Garage Hours – In the months of July and August, hours of work will be 7:00 am – 3:30pm with the assurance that one employee will work 7:30am – 4:00pm daily.

Schedule “B” will be updated September 1, December 15, and May 15. An electronic copy will be posted and available through the SD73 employee intranet site.

SCHEDULE "C": ALLOCATION OF EXTRA BUS TRIPS

In Kamloops the period of time for the equitable allocation of extra bus trips is from September 1 to June 30. Regular bus drivers in posted positions in Kamloops who wish to drive extra trips shall indicate to the Bus Driver Dispatcher that they wish their name to be placed on the daytime (8:30 am to 3:00 pm) extra trip roster and/or the evening, weekend, and extra sports trip roster. Extra sports trips are defined as those extra sports trips that do not interfere with a regular driver's route.

At the beginning of each school year all Bus Drivers shall be deemed to have zero accumulated hours. Henceforth, all extra day trips shall be allocated in a manner that will equalize as close as reasonably possible the accumulated hours on extra day trips of each bus driver who has placed their name on the daytime roster throughout each school year term.

In cases where a bus driver places their name on the daytime extra trip roster during the school year term, the Dispatcher shall, at that time, total the number of hours accumulated from the start of the school year term by all the drivers on the daytime roster and divide those hours by the number of drivers. Those hours shall be then allocated to the new driver the same as if they had been accrued by working extra trips.

Evening, weekend, and extra sports trips shall be dispatched on a rotating basis among those drivers whose names have been placed on the evening, weekend, and extra sports trip roster. Hours will be recorded on a separate roster from the extra day trip roster.

All trips which can commence and can be completed during school hours (8:30 am to 3:00 pm) without interfering with regular runs providing District buses and drivers are available will be driven by a CUPE member who has been pre-qualified by the Manager of Transportation.

All trips originating in Kamloops would be dispatched through the Dispatcher at the Kamloops Bus Garage who would ensure compliance to the above.

All extra trips originating in Clearwater will be offered to regular bus drivers by seniority on a rotational basis and those drivers choosing to take an extra trip shall forfeit their normal bus run(s) on the day(s) affected by the extra trip.

A complete record of all extra trips shall be kept by the Bus Driver Dispatcher who shall make it available to the Union twice a year.

On field trips when the bus is not required to be held over, the driver will be paid as follows:

A minimum of one hour driver pay for the delivery and return or the actual time required to complete the trip, whichever is the greater.

All drivers are to be paid for all time involved on a trip which returns within a 24 hour period and be provided with meals.

On all extra trips which take over four (4) hours, but under seven and one-half (7.5) hours, the driver shall be provided with a minimum of one meal. The maximum amount paid for a meal will be in accordance with Board Policy.

SCHEDULE "D": LETTERS OF UNDERSTANDING

The following Letters of Understanding have been carried forward or added and will be in effect during the life of the current Collective Agreement.

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LETTER OF UNDERSTANDING NO. 1

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT:

**ACCOUNTING CLERK 3 – PAYROLL
ACCOUNTING CLERK 4 – PAYROLL
ACCOUNTING CLERK 4 – GENERAL
PAYROLL SUPERVISOR**

The parties to the Agreement agree without prejudice to post the Accounting Clerk 3 – Payroll, Accounting Clerk 4 – Payroll, Accounting Clerk 4 – General, Accounting Clerk 5, and Payroll Supervisor positions as per Article 12(A) and that these positions will be filled by written application rather than at a posting meeting.

Either party may cancel this agreement in writing with sixty (60) days' notice.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On March 14, 1988

Originally signed by
The Canadian Union of Public Employees
Local 3500
On March 14, 1988

Renewed June 30, 1993; Renewed January 11, 1996; Revised September 22, 2000; Revised June 2005; Renewed June 2006; Renewed July 2010; Renewed September 2014; Renewed January 2023

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: EXCLUSION FROM BARGAINING UNIT (LEVEL III NURSE)

The parties to the Collective Agreement agree positions that are primarily established through the Ministry of Health Provincial Protocol to provide for the health needs of medically fragile students will be excluded from the Bargaining Unit.

These positions will not be tied to any specific educational program for students with special needs, and the incumbents will not be scheduled to provide general Certified Education Assistant support to the school. They will perform medical support services to the child to which the employee is assigned and may provide, on an informal basis, tutorial support to other students in the classroom.

Incumbents in these positions have no status within the C.U.P.E. bargaining unit and cannot displace any C.U.P.E. member or be displaced by any C.U.P.E. member.

The parties finally agree that when any specific concerns of incumbents performing Certified Education Assistant duties occur, that the concerns will be reviewed and resolved by the parties immediately.

If the concerns are not resolved within five (5) working days, the duties of Certified Education Assistant support will not be performed until a resolve is reached.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On October 3, 1995

Originally signed by
The Canadian Union of Public Employees
Local 3500
On October 3, 1995

Renewed January 11/96; Revised September 22, 2000; Renewed June 2005; Renewed June 2006; Renewed July 2010; Renewed September 2014; Renewed January 2023

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: SCHEDULE B

The parties to the Collective Agreement agree that, in addition to Schedule B, the actual start and finish times for all positions will be as set out in the Staff List which will be updated after each posting meeting.

Staff lists will be distributed to the Union after each update.

All changes to hours will be made on a "Request to Change Form".

Change of location for Certified Education Assistants necessitated by movement of a child will be confirmed in writing to affected employee with a copy to the Union.

All additions and deletions of positions will be reflected in new staff lists. Positions increased by one (1) hour or less will not be reposted.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On January 15, 1993

Originally signed by
The Canadian Union of Public Employees
Local 3500
On January 15, 1993

Renewed June 30, 1993; Renewed January 11, 1996; Renewed September 22, 2000; Renewed June 2005;
Renewed June 2006; Renewed July 2010; Renewed September 2014; Renewed January 2023

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: EXCLUSIONS TO ARTICLE 16

The parties to the Collective Agreement agree to exclude the following positions:

Classification	Location	Hours per day	Days per week
Certified Education Assistant	Sun Peaks Elementary	6.25	4

The parties agree to review and, if necessary, update this list on an annual basis, no later than December 31 each year.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On January 15, 1993

Originally signed by
The Canadian Union of Public Employees
Local 3500
On January 15, 1993

Renewed June 30, 1993; Renewed January 11, 1996; Revised September 22, 2000; Revised June 2005; Renewed June 2006; Revised July 2010; Renewed September 2014; Revised July 2019; Revised January 2023

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: SUPPORTED WORKER PROGRAM

The parties to the Collective Agreement agree to establish Supported Worker Program position(s) as follows:

- The position will be assigned the rate of pay as identified in Schedule A.
- The duties of the position will be as per the job description.
- All terms and conditions of the Collective Agreement will apply with the exception of Articles 10, 11 and 12.
- Hours of work:
 1. NorKam Secondary shall be twenty (20) hours per week (shift). This shall be a school term position (10 months).
 2. Henry Grube Education Centre shall be thirty (30) hours per week (shift). This shall be a school term position (10 months).
 3. Kamloops Transportation shall be twenty (20) hours per week (shift). This shall be a 12 month position.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On January 18, 1991/October 6, 1996

Originally signed by
The Canadian Union of Public Employees
Local 3500
On January 18, 1991/October 6, 1996

Revised June 30, 1993; Revised January 11, 1996; Revised September 22, 2000; Revised June 2005; Renewed June 2006; Renewed July 2010; Renewed September 2014; Revised June 2019; Renewed January 2023

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: CO-OP STUDENT

The parties to the Collective Agreement agree to the following conditions in regards to the employment of a co-op student to support the District Software Support Technicians.

1. All terms and conditions of the Collective Agreement will apply with the exception of Articles 10, 11 and 12.
2. The rate for the position will be 60% of the rate of pay of the position being supported by the co-op student. .
3. The student will be enrolled in the Bachelor of Technology in Applied Computing Science program at Thompson Rivers University.
4. All things being equal, preference will be given to candidates who graduated at the secondary school level in School District No. 73 (Kamloops-Thompson).
5. Students will be appointed by the Board as required during periods agreed upon by the School District and Thompson Rivers University for placement between September through December, January through April, or May through August.
6. Students will be working directly with a member of the bargaining unit.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On September 22, 2000

Originally signed by
The Canadian Union of Public Employees
Local 3500
On September 22, 2000

Revised June 2005; Renewed June 2006; Renewed July 2010; Renewed September 2014; Revised January 2023

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: APPRENTICESHIP PROGRAM

The Board of Education of School District No. 73 (Kamloops-Thompson) and C.U.P.E. Local 3500 agree to cooperate in the establishment of an apprenticeship program and that the following terms and conditions will apply:

- 1) The chief purpose of this Program is to provide an opportunity for employees to gain career advancement in a specific trade.
- 2) The School Board will ensure that apprentices will be given on-the-job practical training.
- 3) Initial selection as an apprentice under this Program shall be through a pre-apprenticeship test administered by the Industry Training Authority (ITA), with a required passing grade of 80%.
- 4) Where there are more people initially selected in (3) above than actually needed for the Program, seniority will prevail.
- 5) School District No. 73 will authorize leave of absence to the apprentice for the purpose of attending full-time courses required under the ITA or will allow the apprentice to take their vacation during this time.
- 6) The School Board will ensure that the apprentice commences their apprenticeship with School District No. 73. For the remaining portion the apprentice will conclude their training with a different employer for which leave of absence will be granted. The duration of which will be decided by the ITA (as some trades will differ from others).
- 7) The employee shall not accrue seniority while on this leave of absence.
- 8) The starting rate of pay will be 60% of Journeyman rate and will rise in accordance with the apprenticeship contract's sliding scale.

4 year course:	60% - 1 st 6 mo.	3 year course:	60% - 1 st 6 mo.
	65% - 2 nd 6 mo.		65% - 2 nd 6 mo.
	70% - 3 rd 6 mo.		75% - 3 rd 6 mo.
	75% - 4 th 6 mo.		80% - 4 th 6 mo.
	80% - 5 th 6 mo.		85% - 5 th 6 mo.
	85% - 6 th 6 mo.		90% - 6 th 6 mo.
	90% - 7 th 6 mo.		
	95% - 8 th 6 mo.		
- 9) There will be an indenture set up between Employer, Employee and the Apprenticeship Board.
- 10) Employees selected as apprentices under this Program shall accrue seniority while in the Program, except while on leave as provided for in (7) above.
- 11) Once an apprentice has obtained a certificate of proficiency or a certificate of apprentice or journeyman ticket in their designated trade the employee shall return to the relief list and be able to exercise their seniority to bid on available positions within the District for which they are qualified.
- 12) Note: It is recognized that some unforeseen problems may arise in respect to this first apprenticeship training program. Therefore, it is agreed that such problems shall be discussed between the Union

and the Employer with a view to the settlement of the problems to the mutual satisfaction of both parties.

- 13) All other terms and conditions to this Program will be governed by the "Apprenticeship Act" and current "Collective Agreement".

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On January 23, 1992

Originally signed by
The Canadian Union of Public Employees
Local 3500
On January 23, 1992

Renewed June 30, 1993; Renewed January 11, 1996; Renewed September 22, 2000; Revised June 2005; Renewed June 2006; Revised July 2010; Renewed September 2014; Renewed January 2023

LETTER OF UNDERSTANDING NO. 8

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: **JOB EVALUATION PROGRAM**

(A) Joint Job Evaluation Program

The parties agree to participate in the established Job Evaluation Program as follows:

A joint standing Job Evaluation Committee (JEC) shall have equal representation and participation from the parties, consisting of two representatives from the Employer and two representatives from the Union. Each party may appoint alternate representatives to serve as replacements for absent representatives or to assist the committee in its work, from time to time.

Decisions of the committee shall be made by a simple majority and shall be final and will be referred to the bargaining committees so that they may be incorporated into the negotiation of the overall salary costs for the bargaining unit. Increases will be retroactive to the date the Committee agreed to the additional points.

Either party may engage advisors to assist its representatives on the JEC. Any such advisor shall be entitled to voice opinions but not to vote and shall not be considered to be a member of the committee.

(B) Mandate of the Job Evaluation Committee

The JEC shall:

Maintain the integrity of the job evaluation program.

Use the established plan factors to review and rate updated and new job descriptions.

Recommend changes to the job evaluation plan, its procedures or methods as may be deemed necessary from time to time.

(C) JEC Program

New Positions

Within 30 days job descriptions for any newly created positions shall be referred to the JEC to be rated using the same job evaluation manual and criteria as used for all other positions.

Request for Review

Management and/or the Union may request a review of a job rating when the responsibilities of the job have changed to such a point as to alter the job itself.

The committee shall meet and rate the job description within 30 days.

No job may be reviewed a second time within a twelve (12) month period.

(D) JEC Maintenance Program

It is the intention of the parties to review the rating of all job descriptions over a 4-year period commencing January 1, 1998.

Proposed maintenance adjustments should be referred to the bargaining committees so that they may be incorporated into the negotiation of the overall salary costs for the bargaining unit.

If the JEC cannot reach agreement on a rating, the matter shall be referred to a single arbitrator who shall be jointly selected by both parties. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision of the arbitrator shall be final and binding. Costs for arbitration shall be as stated in the Collective Agreement.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On September 22, 2000

Originally signed by
The Canadian Union of Public Employees
Local 3500
On September 22, 2000

Renewed June 2005; Renewed June 2006; Renewed July 2010; Renewed September 2014; Renewed January 2023

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: UNION LABEL

The School District will establish a committee to develop and design a School District logo to be affixed to desks and other materials designed and built by employees who are members of CUPE Local 3500.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On May 25, 1992

Originally signed by
The Canadian Union of Public Employees
Local 3500
On May 25, 1992

Renewed June 30, 1993; Renewed January 11, 1996; Renewed September 22, 2000; Renewed June 2005;
Renewed July 2010; Renewed September 2014; Renewed January 2023

LETTER OF UNDERSTANDING NO. 10

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: JOB SHARING

A position may be shared by two (2) employees where it is deemed to be acceptable by the Employer.

Incumbent refers to the individual who secured a posted position as per Article 12. Partner refers to the individual who secured a shared portion of a position as outlined in this LOU.

Incumbents wishing to job share an assignment:

1. Shall make a written request to the worksite supervisor using the Job Share Application Form with a copy to the Employer and the Union describing the shared arrangement.
2. Where the request is approved by the Employer the shared portion of the position will be filled as per the Collective Agreement.
3. If the job sharing arrangement cannot continue because the incumbent leaves the position, the position shall be posted with its full hours.
4. The partner who posted into the shared portion of the position cannot assume the full hours on a permanent basis until the position is reposted.
5. The incumbent or partner in the position may end the job sharing arrangement by giving 30 days written notice to the Employer and the Union.
6. Partners who secure a job share position in June can bid on recall positions if their job share assignment is 20 hours per week or less, in accordance with Article 12(B).
7. If a job share ends due to the job share partner bidding into a different position at recall, the job share incumbent will be given 7 calendar days to assume the full hours of the assignment.
8. If a job share ends due to the partner vacating the assignment by providing 30 days' notice, the incumbent is to assume the full assignment at the end of the 30 days.
9. The vacated job share portion will be posted once at a subsequent recall or posting meeting. If unfilled during that recall or posting meeting, the incumbent assumes the full assignment for the remainder of the school year.
10. The incumbent holds the position if the job share arrangement ends.

All shared positions:

1. Employees (incumbent and partner) shall earn full seniority, have full rights under the Collective Agreement, and shall be entitled to benefits as set out in the agreement, except that the Employer's cost for premiums for benefits covered in Article 28 (Medical Services Plan, Pacific Blue Cross Extended Health, Pacific Blue Cross Dental Plan and the Employee Assistance Program) shall not exceed the cost of one full-time employee on those plans.
2. The Employer shall provide orientation.
3. Each incumbent and partner shall be entitled to Statutory Holiday pay at the same percentage as the percentage of full time that the employee works.
4. An employee shall have the right to post on any position for which they are qualified.
5. On elimination of the position the incumbent and partner left without a position each have the right to bump.
6. Employees sharing a position shall have first opportunity to cover the other employee's illness, vacation, leaves, etc.
7. Employees who enter into a job sharing arrangement may accept work in addition to the job sharing arrangement as long as the additional work does not conflict with the job share and does not exceed the maximum number of hours of work per day for the classification.

8. The Employer agrees not to increase the workload of the position because of the introduction of job sharing.
9. The Employer agrees there will be no reduction of the position as a consequence of the related job sharing arrangement.

The parties recognize that questions and/or problems may arise from this Letter of Understanding and agree to meet, as necessary, in order to resolve questions that arise.

In the event an individual has a concern with a specific application for job share and has legitimate grounds for appeal, the affected individual may appeal to a committee comprised of representatives from the Employer and the Union. In the event the Committee is unable to reach a consensus resolution, the matter may be referred to the grievance process.

Upon written notification, either party can cancel this Letter of Understanding, with 30 days notice. In the event this Letter of Understanding is cancelled, the incumbent will hold the position and the partner will be placed on the relief roster.

All shared assignments shall be reviewed by the Employer annually. If not renewed the Union may refer this matter to the grievance process.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On April 29, 2003

Originally signed by
The Canadian Union of Public Employees
Local 3500
On April 29, 2003

Renewed June 2005; Renewed June 2006; Renewed July 2010; Renewed September 2014; Revised January 2023

LETTER OF UNDERSTANDING NO. 11

BETWEEN

**THE DELEGATED BARGAINING AUTHORITY FOR
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

ACCREDITED FOR AND REPRESENTING:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 73 (KAMLOOPS-THOMPSON)

(hereinafter referred to collectively as the “Employer”)

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3500
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

(hereinafter referred to as the “Union”)

Strong Start Coordinator

1. The Employer created the positions of Strong Start Coordinators responsible for delivery of the Strong Start Program and identified the requisite qualifications, fitness and ability consistent with the program objectives and direction of the Ministry of Education.
2. The Employer has agreed to the inclusion of the Strong Start Coordinator positions within the bargaining unit represented by the Union. The Union has agreed to the terms of this letter of understanding in recognition of the distinct character of this pre-school Strong Start Program. In extending this voluntary recognition, the Employer does not concede it was obliged to post and fill the initial positions under the collective agreement. It extends recognition without prejudice to the stand it may take in the creation of new positions, other than Strong Start Coordinator, in the future.
3. With the inclusion of the current and future Strong Start Coordinator positions under the collective agreement, the Employer has set the qualifications, fitness and ability in the attached Schedule 1. The Union acknowledges the Employer's right to set the qualifications, fitness and ability and agrees that the qualifications established in Schedule 1 are fair and equitable. It is understood that any future variation of the qualifications, fitness and ability by the Employer will be subject to challenge if the Union does not believe the variation is a proper exercise of management and contractual rights under the collective agreement.
4. The Employer and Union acknowledge these newly-created and included positions under the collective agreement will be subject to review under the Job Evaluation Committee Maintenance Procedures Letter of Understanding. Any retroactivity under the Job Maintenance Plan would be effective July 1, 2008
5. The parties agree that the incumbent Strong Start Coordinators shall be recognized as regular part-time employees of the School District within the CUPE Local 3500 bargaining unit who will continue to be paid at their existing wage until June 30, 2008, or an earlier date mutually agreed to by the parties in lieu of

the salary and benefits otherwise provided under the Collective Agreement. Benefits shall commence September 1, 2008. The incumbents' seniority dates shall be the date each started employment with the respective employer.

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

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

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

These employees will take their annual vacation during Christmas and Spring Break or otherwise when the program is not operating.

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

Minimum Hours

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

Break Periods

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

9. 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.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On November 19, 2008

Originally signed by
The Canadian Union of Public Employees
Local 3500
On November 19, 2008

Renewed July 2010; Renewed September 2014; Renewed January 2023

LETTER OF UNDERSTANDING NO. 12

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: ELECTRICIAN – FIELD SAFETY REPRESENTATIVE

The Board of Education of School District No. 73 (Kamloops-Thompson) and C.U.P.E. Local 3500 agree to the following Electrician – Field Safety Representative as follows:

Effective April 1, 2006, the parties agree to pay a maximum District-wide allowance of 15 percent of the established Electrician classification rate for the service of Field Safety Representative. The individual(s) will perform the duties as noted in the Safety Standards Act and the Electrical Safety Regulations.

- All terms and conditions of the Collective Agreement will apply.
- This Letter of Understanding shall remain in full force and effect until such time as it is altered or deleted by the mutual agreement of the parties.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On October 14, 2006

Originally signed by
The Canadian Union of Public Employees
Local 3500
On October 14, 2006

Renewed July 2010; Renewed September 2014; Renewed January 2023

LETTER OF UNDERSTANDING NO. 13

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: **SECONDARY SCHOOL APPRENTICESHIP PROGRAM (SSAP)**

The Board of Education of School District No. 73 (Kamloops-Thompson) and C.U.P.E. Local 3500 agree to cooperate in the establishment of a Secondary School Apprenticeship Program (SSAP) and the following terms and conditions will apply:

- (iv) The chief purpose of this Program is to provide an opportunity for secondary school students to gain valuable work experience and trades training.
- (v) The SSAP student shall not be a member of the Bargaining Unit. The provisions of the Collective Agreement, including union membership and dues or seniority, shall not apply to students registered as SSAP students with the School District.
- (vi) No position in the Bargaining Unit shall be lost, nor shall any employee in the bargaining unit be laid off, or displaced, or have their hours reduced as a result of the placement of a SSAP student.
- (vii) The coordination of the SSAP is the responsibility of the District Educational staff, the placement of SSAP students is by mutual agreement of the selected Journey-person(s), Union and Employer.
- (viii) The SSA program is 480 hours of apprenticeship training; the student placement shall not exceed 480 hours. The SSA program shall run only when school is in session (September – June).
- (ix) Selection of the students shall be based on a satisfactory interview of the potential candidate. The interview will be conducted by the maintenance department Administration and the journey person.
- (x) The rate of pay for SSAP students shall be Fifty percent (50%) of the base Journeyman trades rate.
- (xi) SSAP students shall complete a relief time card, indicating hours of work and will be subject to all statutory deductions. Students will receive 4% in lieu of statutory holiday pay and 6% in lieu of vacation pay.
- (xii) The employer shall provide an orientation to all SSAP students.
- (xiii) The union shall provide an orientation as to the role of the Union in the workplace to all SSAP students.
- (xiv) Funding for the implementation of the SSAP and the placement of students shall come from education program sources.

Either party may cancel this agreement in writing with thirty (30) days' notice.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On October 4, 2010

Originally signed by
The Canadian Union of Public Employees
Local 3500
On October 4, 2010

Renewed September 2014; Renewed January 2023

LETTER OF UNDERSTANDING NO. 14

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: KAMLOOPS LONG-TERM RELIEF FOR REGULAR DRIVERS

Regular bus drivers who want to be eligible for long term (more than 20 working days) relief assignments must place their names on a long term relief roster by September 15th of each year.

To be eligible for a long term relief assignment there must be a minimum of 1 hour per day of allocated time over the regular driver's regular posted assignment.

In the event an absence becomes known as long term in the first ten days, the relief employee assigned to the long term run will be removed and replaced with the senior regular driver whose name appears on the long term relief roster, and the relief driver will assume the regular driver's run for the duration of the long term assignment.

Long term relief assignments will be offered to regular bus drivers by seniority and who are available at the time of dispatch.

The parties recognize that questions and/or problems may arise from this Letter of Understanding and agree to meet, as necessary, in order to resolve questions that arise.

Upon written notification, either party can cancel this Letter of Understanding, with 30 days notice.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On November 15, 2012

Originally signed by
The Canadian Union of Public Employees
Local 3500
On November 15, 2012

Renewed September 2014; Renewed January 2023

LETTER OF UNDERSTANDING NO. 15

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: CUSTODIANS WORKING 10-HOUR SHIFTS DURING SUMMER MONTHS & SPRING BREAK

Custodians will be given the ability to change their shift to ten (10) hour days for the time period from the second Monday in July to the third Friday in August, and during the designated spring break provided the following conditions are met:

- No additional cost to the employer
- The team will work three (3) 10 hour days and 1 (1) 7.5 hour day with no overtime, hours of work are between 6:30 a.m. – 5:00 p.m. and 6:30 a.m. – 2:30 p.m.
- Time cards will be completed indicating actual time worked
- Statutory holidays, vacation and sick leave will be based on regular hours (7.5 or 4 hour days)
- The number of break periods will be the same as in a regular work week
- This arrangement will commence on the second Monday in July and will end the third Friday in August, with incumbents returning to their posted schedule

The parties recognize that questions and/or problems may arise from this Letter of Understanding and agree to meet, as necessary, in order to resolve questions that arise.

Upon written notification, either party can cancel this Letter of Understanding, with 30 days notice.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On December 10, 2013

Originally signed by
The Canadian Union of Public Employees
Local 3500
On December 10, 2013

Renewed September 2014; Revised January 2023

LETTER OF UNDERSTANDING NO. 16

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: EI PREMIUM REDUCTION PROGRAM - 5/12's DISTRIBUTION

The Employment Insurance Premium Reduction Program allows employers who have qualified short-term disability plans for their employees to pay employment insurance premiums at a reduced rate. EI premiums are paid by employers and employees at a ratio of 7/12 and 5/12 respectively of the total EI premium payable. The EI Premium Reduction Program offers savings to both the employer and the employees using these same ratios.

The parties agree that the method to be used to return the employees' portion of the reduction will be to pay that amount to CUPE Local 3500 twice yearly on or about November 30th and May 30th each year.

This Letter of Understanding shall remain in full force and effect as long as the EI Premium Reduction Program exists.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On September 4, 2014

Originally signed by
The Canadian Union of Public Employees
Local 3500
On September 4, 2014

Renewed January 2023

LETTER OF UNDERSTANDING NO. 18

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: OPTIONAL CUPE 12-MONTH PAY PLAN

The parties agree to establish an Optional CUPE 12-Month Pay Plan. The criteria and details are outlined on the attached form.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On September 4, 2014

Originally signed by
The Canadian Union of Public Employees
Local 3500
On September 4, 2014

Renewed January 2023

SCHOOL DISTRICT NO. 73 (KAMLOOPS-THOMPSON)

Application Form

Optional CUPE 12-Month Pay Plan

Name: _____ Employee #: _____

School: _____

Requirements:

- (i) This application must be received by the Payroll Department by June 15 of the preceding school year.
- (ii) Applicant must be a CUPE employee with a permanent position; or,
- (iii) Recall employees with a position known to extend to June 30 will have deductions made during the term of the position.
- (iv) Employees appointed to a year-long position after June 15 have until September 30 to apply.
- (v) A fixed bi-weekly deduction will be collected from each payroll.
- (vi) A minimum bi-weekly deduction of \$50 is required.
- (vii) Interest from September 1 to March 31 is calculated (at the bank interest rate received by the School District) on the balance of the plan and will be paid equally in July and August.
- (viii) Benefit deductions continue over the term of the position.

I am requesting \$_____ be deducted from each of my bi-weekly payrolls for the applicable school year. These total deductions will be repaid in two equal disbursements in the second pay period in July and August.

I understand the biweekly payroll deductions cannot be adjusted or cancelled, and withdrawals are not permitted during the period of September to June. Cancellations or amendments to this application must be received in writing by the Payroll Department by June 15 of the preceding school year.

Date: _____ Signature: _____

**Forward to: Attention - Payroll
School District No. 73 (Kamloops-Thompson)
1383 Ninth Avenue, Kamloops, BC V2C 3X7
Fax: (250) 372-1183**

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On September 16, 2014

Originally signed by
The Canadian Union of Public Employees
Local 3500
On September 16, 2014

Renewed January 2023

LETTER OF UNDERSTANDING NO. 19

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: DEFERRED SALARY LEAVE PLAN

1. Definition
 - a. The Deferred Salary Leave Plan allows CUPE members to defer a portion of their salary to fund a future leave of absence.
 - b. The CUPE employee participating in the Plan shall be referred to as the Participant.
2. Eligibility
 - a. All Category 1 regular full-time and regular part-time employees are entitled to enroll and make contributions to the Plan.
 - b. Participants must retain a regular full-time or part-time assign for a minimum of four (4) calendar years before taking a leave under the Plan, and only one (1) employee may be on leave at any one (1) time per department and site, unless otherwise agreed to by the department or site supervisor.
 - c. An eligible Participant will apply through the Human Resources Department for permission to participate in the Deferred Salary Leave Plan on or before March 31. The employee will identify the duration of the leave (subject to conditions of the Plan) and the amount of salary to be saved (before tax) in the Plan, over a maximum period of six years (also subject to conditions of the Plan).
3. Contributions
 - a. Employees wishing to enroll in the Plan shall apply in writing at least two (2) months before enrolment stating the percentage of their wages they wish to have deferred. The percentage deferred shall be a minimum of 10% and a maximum of 33-1/3% of gross wages, and the aggregate of percentages may not exceed 100% of salary in relation to the period of the leave.
 - b. Participants may adjust their percentage contribution amount once (1x) per calendar year.
 - c. Participants shall contribute to the Plan for a maximum of six (6) years or to a total of one year's salary, after which time they must take their scheduled leave or have their deferred salary paid out in a lump sum or on a payroll basis according to their position.
4. Leaves
 - a. Participants must provide six (6) months' notice of start/end dates before commencing their leave.
 - b. The employee will go on an unpaid leave subject to conditions contained in the Plan and in the Collective Agreement, and will receive the total amount of their funding through the School District payroll system either on a per-pay-period basis over the duration of the leave or in the form of lump-sum payment(s). Appropriate taxes and deductions will apply in either case.
 - c. Under Canada Revenue Agency Regulations, the employee must return to the School District after the leave for a period at least equal to the leave.

- d. The employee may not receive any additional remuneration from the employer or persons with whom the employer does not deal at arm's length during the leave of absence period, as per Income Tax Act regulation.
 - e. Deferred Salary Leaves must be for a minimum of six (6) months and a maximum of twelve (12) months, to be taken consecutively, as per the Canada Revenue Agency.
5. Assignment, Post & Fill
- a. The Participant will retain the assignment they hold at the commencement of their leave, for the duration of their leave. The employer will endeavour to fill their position temporarily for the duration of the Participant's leave.
 - b. The Participant will not be eligible to bid into other positions posted during their leave.
6. Benefits
- a. During the leave of absence, the responsibility for payment of premiums for benefits will be as set forth in the Collective Agreement.
 - b. The entire cost of the premiums is the sole responsibility of the employee. Employees who opt out of insured benefits may not be able to opt back in upon completion of the leave.
7. Seniority
- a. Employees on Deferred Salary Leave will not accrue seniority, in alignment with Article 22(H)3 of the Collective Agreement.
8. Employment Insurance and Pension
- a. In accordance with legislation the payments made during the leave shall be subject to income tax but not employment insurance.
 - b. EI premiums are based upon the employee's gross salary before deferrals during the period of deferral. No premiums are withheld from the deferred amounts when paid to the employee during the leave period.
 - c. Both the Employer and the Employee Canada Pension Plan (CPP) contributions during the leave shall be calculated for the complete leave duration and paid from the accrued savings.
 - d. Canada Pension Plan (CPP) premiums are based upon the salary net of the deferred amounts during the period of deferral, and on the deferred amounts when paid to the participant during the leave period.
 - e. Union Dues are based upon the gross salary before deferrals and no dues are withheld from the deferred amounts when paid to the employee during the leave period.
 - f. Contributions to your pension Plan are based upon "pensionable" gross earnings prior to deductions to the Deferred Salary Leave Plan. Thus, when deferred savings are paid during the leave period, pension contributions are not deducted. As your taxable income during the Savings Period is gross earnings less savings, yet your pension contributions are based upon your entire gross earnings, this may affect your eligibility to contribute to an RRSP. It would be advisable to consult with your financial advisor.
9. Length of Service
- a. Length of service-based accruals (e.g. vacation) shall be suspended for the period of leave.
10. Withdrawal from the Plan
- a. Withdrawal from the Plan is permitted only in the following circumstances:
 - 1. Death of the employee.
 - 2. Employee ceases to be employed by the District.
 - 3. Financial Hardship.
 - b. Upon withdrawal from the Plan, within sixty days the Board will pay to the Participant or the Participant's estate the Deferred Compensation amount.
11. Plan Interruption
- a. The Participant may on one occasion, while they are participating in the Plan, give notice to the Board to suspend their participation in the Plan as of September 1st for a period of one year. The Board will pay the regular salary amount to the Participant

as if they were not participating in the Plan. The amounts previously retained by the Board will continue to be held until the Participant withdraws from the Plan or takes a Leave of Absence.

12. General

- a. The Plan shall be subject to approval of Canada Revenue Agency and the Multi-Sector Pension Plan Trustees.
- b. The final document may include additional points for clarification without changing the intent of this Letter of Understanding.

Signed on behalf of
The Board of Education
School District No. 73 (Kamloops-Thompson)

Signed on behalf of
The Canadian Union of Public Employees
Local 3500

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On September 16, 2014

Originally signed by
The Canadian Union of Public Employees
Local 3500
On September 16, 2014

Revised September 2019, Revised January, 2023

CUPE Local 3500 Self-Funded Deferred Salary Leave Plan Application Form

I HAVE READ THE TERMS AND CONDITIONS OF THE DEFERRED SALARY LEAVE PLAN AND UNDERSTAND SAME, AND I AGREE TO PARTICIPATE IN THE PLAN UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. COMMENCEMENT

My salary deferral shall commence: _____.

2. NUMBER OF YEARS OF PARTICIPATION:

I shall participate in the Deferred Salary Leave Plan for _____ years (not to exceed six (6) years) and my leave of absence shall immediately follow thereafter but subject to the provisions of the plan.

3. PERIOD OF LEAVE:

I shall take my leave of absence from _____, 20___ to _____, 20___ (not to be less than six (6) consecutive months).

4. SUSPENSION FROM PARTICIPATION IN THE PLAN: Under certain circumstances, as stated under the Terms and Conditions of the Deferred Salary Leave Plan, I may suspend participation in the salary deferral program on one occasion only for a period of up to twelve (12) months.

5. SALARY TO BE DEFERRED TO: I direct MY EMPLOYER to withhold the following percentages (not to exceed thirty-three and one-third percent, 33.33%) of my current compensation amount during my participation in the plan:

School Year: _____ to _____ deduct ____ % School Year: _____ to _____ deduct ____ %
enter year enter year enter year enter year

School Year: _____ to _____ deduct ____ % School Year: _____ to _____ deduct ____ %
enter year enter year enter year enter year

School Year: _____ to _____ deduct ____ %
enter year enter year

Payments to commence on _____ 20___ and payments to end on _____ 20___.

6. RETURN TO EMPLOYMENT: I understand that I must return to employment with School District #73 (Kamloops-Thompson) for a period of time not less than the period of leave. Initial: _____

7. MAIN PURPOSE OF PLAN: The Plan is established for the main purpose of permitting the Participant to fund a leave of absence, not to provide benefits to the participant on or after retirement.

Employee Name Approved by Associate Superintendent or Designate

Employee Signature Signature of Associate Superintendent or Designate

Employee Address/Date of Birth/SIN

Application Date Approval Date

LETTER OF UNDERSTANDING NO. 20

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
CUPE Local 3500

SUBJECT: PAINTER SPRAY RATE

The parties agree that, when spray painting, painters will be paid 10% more per hour.

Originally signed by
The Board of Education
School District No. 73 (Kamloops-Thompson)
On November 14, 2014

Originally signed by
The Canadian Union of Public Employees
Local 3500
On November 14, 2014

Renewed January 2023

LETTER OF UNDERSTANDING NO. 21

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: TWO-WEEK SPRING BREAK

The parties to the Collective Agreement agree without prejudice and precedent to address an additional week off at Spring Break by increasing the hours of work per day for the 2021/22, 2022/23, 2023/24, and 2024/25 school years for those school-term employees who would otherwise be laid off for the two weeks.

School-term employees in posted positions, including Aboriginal Education Workers, Buyer, Certified Education Assistants, 10- and 11-month clerical staff, and Library staff (as outlined in Schedule A) will have extra minutes per day added to their posted hourly assignments based on the number of days school is in session each year. Extra minutes will be banked and time accumulated will be paid out on the regular pay period in which the second week of Spring Break falls. Statutory holiday pay, vacation pay and sick leave pay will be paid at the increased hours at straight time at the current rate and level of pay associated with the classification and position that they occupy.

Scheduled hours per day	Total hours per week	Equivalent minutes per week	Extra minutes worked per day
4	20	1200	6
5	25	1500	8
5.5	27.5	1650	9
5.75	28.75	1725	9
6	30	1800	10
6.25	31.25	1875	10
7	35	2100	11

It is agreed that any time worked due to the additional minutes being added to the school day as a result of the two-week Spring Break that exceed the full-time hours of work defined in Article 16 of the Collective Agreement shall be paid at straight time.

Bus drivers shall be entitled to use vacation pay during the first week and vacation pay or banked overtime during the second week of Spring Break. If work is available which they are qualified to perform, bus drivers may request to work during the second week of Spring Break by informing dispatch of their availability by March 1st of each respective year.

Employees in the classifications listed below shall be paid vacation as per Article 20(C) during the first week of Spring Break. Employees may also choose to take an unpaid leave of absence during the second week of Spring Break as per Article 22(H), or agree to work additional hours during the school year equivalent to the total hours of work lost as a result of the school closure days. These hours of work will be scheduled by the employee's supervisor, in consultation with the employee. Additional hours worked will be recorded on a non-standard time sheet as extra time and submitted to Payroll to be added to the employee's bank at straight time rates of pay.

- Science Assistants
- Speech Language Pathologist Assistants
- Strong Start Facilitators

Casual employees will be paid at straight time based on hours worked on their bi-weekly pay. Time will not be banked.

Nothing in this agreement precludes the District from reducing the hours of work or laying off of staff should the need arise due to budgetary or other circumstances (for example, a reduction of funding due to fewer students, loss of grants, CEA change in hours, etc.).

To accommodate scheduling of the school calendar, the parties agree to review the agreement in the 2023-2024 school year, prior to the end of January 2024, and determine by mutual agreement.

“Rhonda Kershaw”

“Corey Grabner”

Rhonda Kershaw, Board Chair

Corey Grabner

Originally signed on behalf of
The Board of Education
School District No. 73 (Kamloops-Thompson)
On July 5, 2021

Originally signed on behalf of
The Canadian Union of Public Employees
Local 3500
On July 5, 2021

Revised January, 2023

LETTER OF UNDERSTANDING NO. 22

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: SEAMLESS DAY PROJECT

WHEREAS

- A. The Employer has entered into an agreement with the Province of British Columbia contract # (the "Contract") and will participate in Government's Seamless Day Pilot Project (the "Pilot Project");
- B. Under the terms of the Contract, the Employer will employ Early Childhood Educators ("ECEs") to provide services in relation to the Pilot Project, in the following schools and grades;
 - a. Arthur Hatton Elementary;
- C. The parties wish to record their agreement regarding the terms and conditions of employment of the ECE's employed by the District to deliver the Pilot Project, and other matters arising from the Project.

The Parties Agree as Follows

1. This Letter of Understanding has been reached on a without prejudice and precedent basis and will not be referred to in any other context or proceeding other than for the purpose of enforcing its terms. This agreement is without prejudice to the ability of the Employer to permit current or future third party licensees to use board property for the purpose of providing ECE or childcare services.
2. The Employer recognizes the Union as the accredited bargaining agent for ECEs employed by the Employer in connection with the Pilot Project.
3. This Letter of Understanding will expire at the conclusion of the Pilot Project, unless extended by the mutual written agreement of the Parties.

Early Childhood Educators

Terms and Conditions of Employment

4. Unless specifically identified in this LOU, the provisions of the collective agreement between the Employer and the Union will apply to the employment of the ECEs.
5. For the purpose of applying local collective agreement provisions, ECEs will be treated as ten (10) month school year employees who do not work on non-instructional days. In the event Districts elect a different model for providing services (e.g., continued service over holiday breaks or on non- instructional days), the District and local will modify or determine the application of local collective agreement provisions to facilitate these schedules.

Job Description and Qualifications

6. The Employer has identified the requisite qualifications and duties of the ECEs, in the attached Schedule 1. These qualifications and duties are consistent with the pilot program objectives and direction of the Ministry of Education. Any future variation of the qualifications, fitness and ability

by the Board will be subject to the provisions of the collective agreement. Notwithstanding any other provision in the collective agreement, applicants for ECE positions must have the qualifications for their position as of the first day of their assignment.

Wages

7. The ECE shall be paid salaries and wages bi-weekly in accordance with Schedule "A".
8. The Union and Employer acknowledge this newly created ECE position under the collective agreement will be subject to review under the joint job evaluations committee maintenance procedures letter of understanding #8. Any retroactivity under the Job Maintenance Plan will be effective January 4, 2022.

Hours of Work

9. The daily operation of the Project does not mirror the regular school day. The Union and Employer have agreed to recognize this in the application and administration of the hours of work provisions of the collective agreement Article 16. The pilot will operate between the hours of 7:00 a.m. and 6:00 p.m.
10. The parties agree that ECE's may work up to 8 hours/day at straight time rates without requiring overtime. Time worked will be pensionable and will count towards other benefit or prerequisite entitlements which are based on straight time hours.
11. The parties agree that the paid rest period contemplated by Article 16(E) shall be taken during times that will not interfere with the Pilot Project.

Vacation

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

Employee Movement/Bumping

13. In recognition of the character of the ECE positions, and the need to maintain continuity of instruction, the Union and Employer have agreed that in addition to the terms contained within Article 11(B), the following shall apply to ECEs:

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

Use of Other Employees in Existing Classifications

14. While ECEs will be the main support staff participants in the Pilot Project, education assistants and/or other support staff classifications may also provide services in connection with the Pilot Project. These arrangements will vary from District to District. Where Districts contemplate using other bargaining unit employees to support the Pilot Project, provided that the employee assigned possesses the appropriate qualifications for the position at the time of assignment, any required collective agreement modifications will be discussed and negotiated at the local level and included in their LOU. The parties to this agreement have established the following guiding principles in this regard:
 - a. Services may be required for over the full day (7 a.m. - 6 p.m.). Hours of work, assignment of employees, post and fill, rest periods, and vacation language may need to be amended.

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

School District No. 73
Dec. 13/21

Union Local No. 3500
Dec. 15/21

Originally signed on behalf of
The Board of Education
School District No. 73
(Kamloops-Thompson)
On December 13, 2021

Originally signed on behalf of
The CUPE Union Local 3500
On December 15, 2021

Revised January, 2023

LETTER OF UNDERSTANDING NO. 23

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

**SUBJECT: CERTIFIED EDUCATION ASSISTANT UNDERFILL APPOINTMENTS
TEST PROGRAM**

The parties to the Collective Agreement agree without prejudice and precedent to address the recruitment and retention challenges surrounding Certified Education Assistants.

Intent and Application

Underfill allows for the appointment of candidates who have a combination of skills, education and experience and who demonstrate capacity and potential for a role as a CEA, and who are qualified to perform the full functions of the position based on the language of the respective job description, but do not possess a Certified Education Assistant Certificate. The act of underfilling shall not eliminate existing assignments, nor replace qualified staff in assignments.

This underfill approach is utilized to support human resource planning objectives, including:

- Supporting the efforts of hiring diverse and representative employees
- Recruiting and hiring during periods when the employer is experiencing a shortage of qualified CEAs
- Increasing meaningful job opportunities for CEA candidates in our community

The Associate Superintendent of Human Resources determines the need for underfill in consultation with the Union. Posting for underfill positions shall proceed in accordance with the Collective Agreement but may be posted internally and externally simultaneously. No external candidate shall be hired over qualified internal applicants.

The employer shall determine the qualifications for positions that the employer posts, recruits for and fills.

Underfill Appointment

Underfill appointments require the approval of the Associate Superintendent of Human Resources in consultation and agreement with the Union.

Employees hired using the underfill program will be considered Category 4 Relief employees (under Article 9) in a trial/probationary period (under Article 12(C)1 and 2) until they are released from underfill at the completion of the underfill appointment.

The employer shall provide CPI Training to all Candidates at the earliest opportunity.

At the time of appointment, an underfill offer letter will define the terms and conditions of the appointment. This offer letter will specify:

- The time period for the underfill appointment (to a maximum of one (1) calendar year)
- The specific training and experience requirements that the employee must meet before release to the full classification level.
- The rate of pay, which is commensurate with the rate of pay for a relief employee in the full classification according to Schedule A of the Collective Agreement
- The standard terms of relief employment, including procedures for dispatching and availability
- A copy of the job description of the respective full classification position
- Contact information for the Manager of Human Resources as the supervisor.

Those in underfill appointments will be evaluated by their supervisor every 12 weeks. Failure to achieve a satisfactory evaluation at any point could result in termination. Employees on probation in an underfill assignment are not entitled to post into a CEA assignment or into another classification during their underfill appointment.

Release from Underfill

Following the completion of the (maximum) one (1) calendar year underfill appointment, release to full classification may be achieved through the following:

- a. Successful completion of the (maximum) one (1) calendar year appointment, with recommendation for full classification by the employee’s appointed supervisor
- b. Demonstration that the employee meets the knowledge, skills and abilities required in the full classification

Current, fully qualified CEA staff will not be displaced by employees hired under this underfill program. At release from underfill to full classification, the employee is no longer bound by this Letter of Understanding and Article 12 of the Collective Agreement (*Promotions and Staff Changes*) will apply. Upon successful completion of the underfill appointment, the employee will be awarded a seniority date. This seniority date will be calculated as per Article 10(A) of the Collective Agreement.

All other terms of the Collective Agreement shall apply.

This agreement shall remain in place for one full year from the date of signing, at which time it shall be reviewed by the parties and either mutually amended to address problematic issues, or unilaterally rescinded by either party with thirty (30) days notice.

 Signed on behalf of
 The Board of Education
 School District No. 73 (Kamloops-Thompson)

 Signed on behalf of
 The Canadian Union of Public Employees
 Local 3500

Signed February 7, 2023

LETTER OF UNDERSTANDING NO. 24

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: RESOLUTION OF JOINT JOB EVALUATION GRIEVANCE

Whereas the union has a grievance which is advancing to arbitration #21-05-31 (LoU No. 8 Job Evaluation), and whereas the parties wish to resolve this matter, the following process shall constitute a full and complete resolution. Without precedent and prejudice:

1. The employer shall designate the following amounts towards a resolution to the Joint Job Evaluation Maintenance Program:

Year 1 Allocation	Year 2 Allocation	Year 3 Allocation
\$ 131,727.97	\$ 158,149.15	\$ 205,589.83

2. The union and the employer shall each name two (2) designates who shall be responsible for the completion of outstanding Joint Job Evaluation Maintenance evaluations of all classifications that have not been evaluated in the last four (4) year period, as per LoU No. 8
3. Each party shall be committed to taking all steps necessary to starting the resolution process within 30 days following the ratification of the 2022-2025 Collective Agreement, and to finish the process in a timely manner
4. Once the outstanding evaluations are complete, the parties will work together to determine the appropriate distribution of the agreed upon sum above to employees in positions which have been rated at a higher level than was previously the case
5. Going forward after fund distribution, the parties agree that the existing Job Evaluation Maintenance Program described in LoU No. 8 will continue, and any future decisions of Job Evaluation Committee as part of the JEC Maintenance Program will be referred to the parties' respective bargaining committees so that they may be incorporated into the negotiation of the overall salary costs for the bargaining unit from local table monies at the next round of collective bargaining.

Signed on behalf of
The Board of Education
School District No. 73 (Kamloops-Thompson)

Signed on behalf of
The Canadian Union of Public Employees
Local 3500

Signed February 7, 2023

LETTER OF UNDERSTANDING NO. 25

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: FAIR MARKET ADJUSTMENT FOR TRADES AND IT

The parties to the Agreement agree that a portion of the local monies available to the bargaining unit during the 2022-2025 local bargaining negotiations will be allocated to a fair market wage adjustment for all Trades and IT positions. The parties agreed to equitable distribution of the available funds at the bargaining table, based on the following allocation:

Year 1 Allocation	Year 2 Allocation	Year 3 Allocation
\$ 131,727.97	\$ 158,149.15	\$ 205,589.83

Trades and IT positions include:

1. Carpenter
2. Electrician
3. Glazier/Locksmith
4. Heating/Refrigeration Technician
5. Painter
6. Plumber
7. I.E. Service Technician/Millwright
8. Mechanic
9. Shop Utility – Autobody
10. Computer Technician
11. Distributive Learning/IT Service
12. Graphic Design Technician
13. Network Support Tech/Programmer
14. Print Technician
15. Production Services Technician
16. Software Support Technician
17. Senior Web Developer/App Analyst
18. Video Conference Technician
19. WAN Specialist
20. WiFi Video Conferencing Technician

Signed on behalf of
The Board of Education School District
No. 73 (Kamloops-Thompson)

Signed on behalf of CUPE Local 3500

Originally signed February 7, 2023

LETTER OF UNDERSTANDING NO. 26

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: HYBRID WORK

The parties agree that remote work, hybrid work, and 10-hour shifts have potential benefits for employees and the employer.

Therefore, the parties agree:

2. To enter into open discussions to develop remote work, hybrid work and 10-hour shift opportunities for CUPE members.
3. The union and the employer shall each name four (4) participants who will act as primary developers of the process. The developers shall accept and involve as many impacted managers and employees as possible.
4. That such discussion will begin within 60 days from the signing of the new Collective Agreement, and continue expeditiously.
5. Any such change must be cost neutral to the District.
6. Any such change must meet the bona fide operational requirements for the District.
7. Efforts will be made to either incorporate and or consider Trades Days Off, and the Compressed Work Week proposal of the district.
8. That the final proposal must be ratified by the parties' appropriate constituents prior to acceptance.
9. The union reserves the right to grieve if the process is impeded for non-bona fide reasons.

Upon written notification, either party can cancel this Letter of Understanding, with 30 days notice.

Signed on behalf of
The Board of Education
School District No. 73 (Kamloops-Thompson)

Signed on behalf of
The Canadian Union of Public Employees
Local 3500

Signed January 12, 2023

LETTER OF UNDERSTANDING NO. 27

BETWEEN:

The Board of Education
School District No. 73 (Kamloops-Thompson)

AND:

The Canadian Union of Public Employees
Local 3500

SUBJECT: CERTIFIED EDUCATION ASSISTANT PRACTICUM STUDENTS

The parties agree that Certified Education Assistant (CEA) practicum students shall be accepted by the District to carry out their regular practicum experience.

The parties further agree that:

3. No practicum student shall carry out any duties that fall outside of those typically performed by a District CEA.
4. Practicum students shall only be supervised by a District CEA.
5. Practicum students shall not be allowed to work without supervision.
6. Supervising CEAs shall be directly involved in the evaluation of their assigned CEA practicum student.

Upon written notification, either party can cancel this Letter of Understanding, with 30 days notice.

Signed on behalf of
The Board of Education
School District No. 73 (Kamloops-Thompson)

Signed on behalf of
The Canadian Union of Public Employees
Local 3500

Signed January 12, 2023

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

1. Term

July 1, 2022 to June 30, 2025

2. Wages Increases

General wage increases as follows:

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

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

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

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

3. Wage Increase Retroactivity

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

4. COLA Adjustment

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

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

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

5. Public Sector Wage Increases

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

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

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

6. Local Table Bargaining Money

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

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

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

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

7. Provincial Labour Management Committee

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

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

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

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

8. Support Staff Education Committee (SSEC)

Structure:

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

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

Mandate:

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

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

Terms of Reference:

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

Funding:

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

9. Safety in the Workplace

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

10. Provincial Joint Health and Safety Taskforce

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

The Provincial Joint Health and Safety Taskforce will:

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

11. Job Evaluation

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

- Review the results of the phase one and phase two pilots and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Gather data from all school districts and match existing job descriptions to the provincial benchmarks.

- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Develop a methodology to convert points to pay bands - The confirmed method must be supported by current compensation best practices.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

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

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

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

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

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

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

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

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

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

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

12. Committee Funding

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

13. Public Education Benefits Trust

- a. PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement on Accepted and Policy Practices of the PEBT.

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

14. Benefits

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

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

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

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

15. Production of Local Collective Agreements

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

16. Demographic, Classification and Wage Information

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

17. Unpaid Work

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

18. Education Assistant Credential Standardization

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

19. Provincial Framework Bargaining 2025

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

20. Provincial Dispute resolution

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

21. Funding

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

22. Employee Support Grant

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

23. Adoption of the Provincial Framework Agreement

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

Dated this 15th day of September, 2022.

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

K-12 Presidents’ Council and BC Public School Employers’ Support Staff Unions Association

_____ “Paul Simpson” _____
_____ “Justin Schmid” _____
_____ “Kirsten Daub” _____
_____ “Jeff Virtanen” _____
_____ “Gray Boisvert” _____
_____ “Tammy Carter” _____
_____ “Michelle Bennett” _____
_____ “Patti Pocha” _____
_____ “Denise Bullock” _____
_____ “David Bollen” _____
_____ “Monica Brady” _____
_____ “Warren Williams” _____
_____ “Tim DeVivo” _____

_____ “Leanne Bowes” _____
_____ “Bruce Anderson” _____
_____ “Alan Chell” _____
_____ “Kyle Uno” _____
_____ “Tammy Sowinsky” _____
_____ “Rae Yu” _____
_____ “Richard Per” _____
_____ “Ken Dawson” _____
_____ “Nancy Brennan” _____
_____ “Eric Harvey” _____
_____ “Alex Dounce” _____

- _____ “Jane Massy” _____
- _____ “Amber Leonard” _____
- _____ “Jason Franklin” _____
- _____ “Christina Forsyth” _____
- _____ “Tammy Murphy” _____
- _____ “Jeannette Beauvillier” _____
- _____ “Daun Frederickson” _____
- _____ “Tracey O’Hara” _____
- _____ “Katarina DiSimo” _____

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

1. The ESG will be available provided that:
 - a. A board and local union have a collective agreement which has been ratified by both parties no later than January 25, 2023 and,
 - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
 - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
 - b. The residual 25% of the employees’ base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.
5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee’s behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee’s claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on 15th September, 2022 by:

BCPSEA
Leanne Bowes

K-12 Presidents’ Council
Paul Simpson