

COLLECTIVE AGREEMENT

Between

**THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 78
(FRASER-CASCADE)**

And

**THE CONSTRUCTION, MAINTENANCE
AND
ALLIED WORKERS BARGAINING COUNCIL
LOCAL UNIT 2423**

July 1, 2022 to June 30, 2025

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COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)
(Hereinafter referred to as the "Board")

AND

THE CONSTRUCTION, MAINTENANCE AND ALLIED WORKERS
BARGAINING COUNCIL,
LOCAL UNIT 2423 representing those employees who are affected by this
agreement and
for whom the Union has been certified.
(Hereinafter referred to as the "Union")

WHEREAS it is the responsibility of both parties to this Agreement to promote the effective and efficient operation of this School District recognizing meanwhile the parties' responsibilities and obligations each to the other;

AND

WHEREAS both parties desire to maintain a harmonious relationship between the Board and the employees, they have provided herein for matters of mutual interest.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree each with the other as follows:

ARTICLE 1. - DEFINITIONS

1.01 Casual Employee

- (a) Casual employee shall be defined as an employee other than Probationary, Regular or School-term Employee. A Casual employee is employed to augment the regular staff or who is employed on a special project of limited duration not to exceed three (3) calendar months. Such periods of time may be extended by mutual consent of both parties in writing. A Casual employee shall also be hired on a day to day basis to replace existing staff due to illness, leave of absence, Workers' Compensation leave or

vacation. Casual employees shall only be entitled to those benefits expressly accorded to them in the agreement and those benefits mandated by statute.

- (b) A casual employee who has completed forty (40) working days of continuous service and has completed the qualifications to do the job, will advance to the regular rate of pay for that department (i.e.: Custodian). The Board, in consultation with the Union, will use reasonable judgment where an unavoidable absence interrupts this continuous service.

1.02 Probationary Employee

"Probationary" employee shall mean an employee serving a ninety (90) day scheduled working day (which includes absences) trial period of continuous employment in a permanent position for appointment to the permanent staff as a regular employee provided that all or part of this period may be waived by mutual consent in any case where the employer has had the opportunity to observe the employee while on "casual" status in a position with the same job title. A probationary employee shall receive a forty-five (45) day written report on their work progress from their immediate supervisor.

In the case of a transfer of a permanent employee to a position with the same job title, the probationary period will be waived.

In the case of a transfer of a permanent employee to a new position, the probationary period will be only forty-five (45) working days.

1.03 Regular Employee

"Regular" employee shall mean an employee, full or part-time, who has successfully completed their probationary period and who is employed on a regular twelve (12) month basis. A part-time employee works less than the standard hours laid down in Article 8.

1.04 School-Term Employee

"School-term Employee" means a regular employee who normally is required to work on, and receive payment for, school days only. Holiday pay is issued for the days of Spring and Winter closures, in accordance with Article 10.01(b). Clerical employees will be required to work for one week after the termination of the school year and for one week prior to school opening in September; and they are deemed to be on a temporary lay-off for the unpaid period of the summer closure.

1.05 Continuous Employment

"Continuous Employment" shall mean employment as a probationary or regular employee of the Board commencing with the initial date of the qualifying period of the probationary employment and shall include all periods of temporary absence that do not result in termination.

1.06 Temporary Employee

Temporary employee shall mean an employee who is employed on a temporary basis to relieve a regular employee who is on an approved leave of a period of more than three (3) months (e.g. maternity leave, leave of absence or sick leave), or for special projects or to augment regular staff for temporary positions of three (3) months or longer but not to exceed ten (10) months. Such periods of time may be extended by mutual consent of the parties.

- (a) Temporary positions will be posted following procedure defined in Article 3 - Appointment and Transfers and the posting will include the start and end date of the position, or the expected return date of the incumbent, if known.
- (b) Regular employees who have been appointed to temporary positions will return to their former position at the end of the temporary appointment or upon the return of the incumbent.
- (c) New employees who have been appointed as a result of a temporary posting will cease employment with the Board at the end of the appointment or on the return of the incumbent and not be subject to Article 7 - Lay-off and Recall Procedures the provisions of the collective agreement.
- (d) Should the incumbent not return for any reason the job will be posted in accordance with Article 3.01 Job Postings.
- (e) For the purpose of benefit eligibility, any temporary employee, meeting the eligibility requirements of Article 13.09, hired for a confirmed six (6) month period will be eligible for the benefits of a regular employee, after completing ninety (90) days of services. If an employee continues in a temporary position for six (6) months or greater, the employee will be eligible for benefits while employed in that position.

ARTICLE 2. - MANAGEMENT'S RIGHTS

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

ARTICLE 3. - APPOINTMENTS AND TRANSFERS

3.01 Job Postings

When a regular position becomes vacant or a new position is created which will come within the bargaining unit, the Board shall notify the Union prior to posting of such vacancy or job, which shall be posted for a minimum of four (4) working days on all bulletin boards and by electronic means. Internal applicants will be considered first. This will in no way restrict the Board from making temporary appointments. If no internal applicants meet the required knowledge, skills and ability to fulfill the position, external applicants will be considered.

When the Board creates a new position and there is doubt as to whether or not it falls within the scope of the bargaining unit, Management will consult with the Union. If it is agreed that the position is a Union job, postings will take place as in the foregoing paragraph.

When a new position is created which falls within the scope of the bargaining unit the matter will be referred to the JEC committee (refer to procedures in the Letter of Understanding – Maintenance Plan of the Pay Equity Plan). The posting will clearly indicate that the position is subject to termination should external funding be discontinued and that, in that event, any employee holding such a position will be subject to lay-off in accordance with Article 7.01.

The posting will include the classification and wage scale of the position, clearly define required knowledge, ability and skills, hours of work, job description and a notation that internal applicants will be considered first. Applicants for the posted position shall be notified of the results within twenty (20) working days from the closing date of the posting. Any employee who has received a job through the Posting Procedure will not be eligible for any further posting within the same classification for a period of 120 calendar days, except by mutual agreement of the parties.

When formally offered a position, the successful applicant will have no more than forty-eight (48) hours to accept the position, or it will be deemed that the employee has declined it.

3.02 Conditions Governing Selection and Appointment

- (a) Applications within the department concerned (clerical, maintenance, custodial, noon hour supervisors, special education assistants and Indigenous support workers) having the required qualifications will receive first preference and qualified applicants from other departments second preference. In making transfers and promotions, the required knowledge, ability and skills for the position shall be the primary consideration; and where two or more applicants are qualified to fill the position, seniority based on years of service within a department shall be the determining factor.
- (b) In the event that there are no qualified applicants from within the bargaining unit interested in a vacancy, the Board may at its discretion transfer a present employee from another position after consultation with the Union and the employee. This type of transfer will only be done where necessary and provided it does not involve any loss of earnings. If the Board does not wish to transfer a present employee it may then hire a new employee.
- (c) All promotions and reclassification of regular employees shall be made on the basis of the first thirty calendar days being a trial period. If during the trial period the employee does not prove satisfactory then such an employee shall be returned to his or her former position without loss of seniority or salary.
- (d) New employees hired to fill permanent positions shall remain on a probationary basis for the first ninety (90) scheduled working days of continuing employment (excluding the two month summer lay-off in the case of school-term employees). They shall be subject to termination at any time during the period without recourse to the Grievance Procedure.
- (e) Within five (5) working days the Union shall be notified by the Board in writing of all appointments and transfers.
- (f) Sections (a) and (b) of this clause will not apply to Indigenous Support Workers funded by targeted funds. These positions will be filled by a selection process which may include members from within the bargaining unit and other applicants from outside the bargaining unit.

3.03 Union Notification

The employer agrees to notify in writing the union within 5 working days when any employee covered by this agreement is hired, promoted, demoted, transferred, laid off, recalled or is suspended or when their employment is terminated.

3.04 Work Jurisdiction

If any displacement of employees is anticipated as a result of decisions involving automation, or in general any major changes in method of operation, the Board agrees to discuss the matter with the Union prior to implementation. Any personnel required to maintain School District buildings shall be employees of the Board and must be, or must become members of the Union.

3.05 Job Security

No regular employee shall suffer loss of employment or a reduction in hours as a result of sub-contracting by the employer or the use of volunteers.

3.06 Casual Work During School Breaks

The Board will maintain a list of employees who have expressed an interest in casual work during school breaks. Casual school break work will be filled from this list when applicant's knowledge, skills and abilities allow. Employees will confirm their interest to be added to or retained on this list by June 1st of each year.

The board will fill all casual summer work using the normal posting and filling procedures.

ARTICLE 4. - TERMINATION OF EMPLOYMENT

4.01 Termination

Termination of an employee's employment with the Board will occur under the following conditions:

- (a) they are discharged for just cause,
- (b) they resign or retires,
- (c) they have been laid off for a period of eighteen (18) months without recall,
- (d) they are absent from work for three (3) consecutive days

- without notifying their employer unless such notice was not reasonably possible,
- (e) they fail to return to work on recall from lay-off after due notice as outlined in Article 7.

4.02 Union Notification

In the case of regular employees, written notice of termination will be given by the Board to both the Union and the employee concerned. If the employee affected wishes the Board will provide the employee with a letter giving the reasons for termination.

ARTICLE 5. - CONDITIONS OF EMPLOYMENT

5.01 Union Security

The Board recognizes the Union as the sole and exclusive bargaining agent for all employees affected by this agreement and for whom the Union has been certified pursuant to the British Columbia Labour Relations Board Certification, dated April 28, 2005. It being understood that the following employees are excluded for the application of this agreement:

- (a) Secretary-Treasurer
- (b) Assistant Secretary-Treasurer
- (c) Executive Assistant to Secretary-Treasurer
- (d) Executive Assistant to Superintendent
- (e) Executive Assistant Human Resources
- (f) Director of Transportation and Facilities
- (g) Custodial Manager
- (h) Transportation Manager
- (i) Maintenance Manager

5.02 Union Membership

As a condition of continued employment, all employees except casuals, filling positions for which the Union has been certified must become permanent members of the union.

After the signing of this Agreement all new employees except casuals hired for positions for which the Union has been certified will from the first day of the month following thirty (30) calendar days continuous employment be deducted monthly an amount equal to the monthly Union dues. All new employees will be required to become members of the Union at the completion of their probationary period.

5.03 Dues Check-Off

- (a) The Board agrees to deduct from the earnings of each employee in the bargaining unit, Union dues, fees and assessments legally levied, and in the amount communicated to the Board by the Union from time to time.
- (b) Probationary employees shall be liable for an amount equal to the monthly dues, but shall not be liable for fees and assessments until they become Union members.
- (c) Casuals will pay a permit fee for each day or part-day worked, subject to a maximum monthly fee equal to the monthly dues paid by a regular employee.
- (d) Initiation fees of one hundred dollars (\$100.00) will be deducted off the first full pay period once the member has accepted a permanent position and completed the ninety (90) working day probationary period.

5.04 Monthly Remittance

Deductions made each month will be forwarded to the Union Secretary no later than the 15th day of the month following together with a list of employees which shall indicate the amount of deductions in each case and provide the effective dates of appointments, terminations and lay-offs, etc.

5.05 Medical Examination

- (a) New employees may be required to provide the Board with a medical statement certifying that the employee is physically and mentally fit for work and free of infections or contagious disease. New employees shall bear the cost of required examinations. The Board reserves the right to require employees on staff to produce a certificate of medical fitness. In such cases, the Board will bear the cost of required examinations.
- (b) Employees requesting flu shots will be immunized with the Board covering the cost.

5.06 Employee's Duties

It shall be the duty of every employee to perform their assignments diligently, faithfully and to the best of their abilities and to keep the best interests of the Board foremost in the execution of their assigned task.

5.07 Employee Agreement

No employee shall be required or permitted to make any written or verbal agreement with the employer or his representative which may conflict with the terms of this Collective Agreement without the approval of the bargaining agent.

ARTICLE 6 – SENIORITY

Effective January 1, 2012 the date of hire to a regular posted position shall be used to establish seniority. Existing employees seniority shall be legacied as of the seniority earned effective December 31, 2011.

- 6.01 (a) Seniority retroactive to the initial date of employment shall be established for new employees following ninety (90) days of continuous service (refer to A.1.06) in a regular posted position.
- (b) Effective September 1, 2022, when two (2) or more employees have the same length of seniority they shall be listed by the following:
- i) The employee with the earliest date of hire as a casual, temporary, or continuing employee shall be deemed to have the greatest seniority. Seniority prior to a break in service (termination) will not be considered.
 - ii) Where further differentiation is required the tie will be broken by a lottery draw with both the union and management representative present.

6.02 Seniority During Absence

If an employee is absent from work due to illness, maternity, or accident, seniority shall accrue.

6.03 Exempt Staff Seniority

- (a) If a union employee accepts a position excluded from the bargaining unit (See Article 5.01), they shall retain the seniority accrued to the date of commencement in the exempt position for a period of eighteen (18) months, but shall not accumulate seniority while outside the bargaining unit.
- (b) The employee will pay union dues in accordance with the terms of this agreement during the eighteen month (18) period.
- (c) An exempt employee with seniority in the Union shall be

included in the seniority list required under Article 6.05 below;
and that seniority will be applicable in case of job applications
under Article 3.02 and in case of lay-offs under Article 7.01.

6.04 Loss of Seniority

An employee will lose their seniority on termination of employment
as defined in Article 4.01.

6.05 Seniority Lists

The Board agrees to provide the Union with a seniority list before
February 28 each year, listing the names of all regular employees in
order of seniority as at December 31st of the preceding year.

6.06 Casual Employees

Casual employees will be considered for posted positions when they apply.

ARTICLE 7. - LAY-OFF AND RECALL PROCEDURES

7.01 Layoff and Recall

- (a)
 - (i) In the event of lay-offs due to a reduction in the working force, seniority of affected employees shall be the guiding factor when the knowledge, skills and ability to fill the position are equal. When seniority prevails the employee with the least seniority shall be the first to be laid off and the last to be re-hired.
 - (ii) An employee reduced in hours by fifteen (15) percent or more and/or is reclassified without choice shall be given the opportunity of displacing a junior employee in a similar or other classification provided their knowledge, skills and ability to fill the position are equal.
- (b) No new employees will be hired until laid-off personnel on the seniority list have had an opportunity to apply for available work for which they have the required knowledge, skills and abilities.
- (c) A laid-off employee from one department may displace a more junior employee from another department provided that they have the required knowledge, skills and ability to carry out the duties of that other department position.

- (d) A regular employee who is about to be laid-off shall be offered a position in any department that is being filled by a probationary, casual or temporary employee, providing that the regular employee has the required knowledge, skill and abilities to fill such a position.

7.02 Notice of Lay-off

Regular employees, who are to be laid off or terminated for reasons other than for cause, shall receive notice in accordance with the Employment Standards Act; but in any event, no less than sixty (60) calendar days.

The letter of notice shall contain the reason for lay-off or termination, details of recall rights, and availability of benefits and severance pay.

An employee may bump any employee in their department only with less seniority, provided the employee has the knowledge, skills and ability to perform the scope of work. If there are no positions in their department to bump, then the employee may bump employees with less seniority in another department provided they have the knowledge, skills and ability to perform that scope of work.

An employee entitled to bump in accordance with this Article shall advise the Board of their intentions within five (5) days of such notice.

7.03 Payment on Lay-off

Whenever possible, an employee shall be entitled to receive on the day of lay-off all monies due to them including vacation pay.

7.04 Right of Recall

- (a) When a position becomes available, the job will be posted in accordance with Article 3.01 Job Postings.

Employees on the lay-off/recall shall apply for jobs for which they have the required knowledge, ability and skill.

For employees on the lay-off/recall the Job Posting shall be in writing and will be sent by e-mail to the employee's school district email address.

- (b) If an employee on lay-off recall is offered a position under Section 7.04(a) above they shall inform the Board whether or not the offer is accepted within five (5) working days of

receipt of the offer. If the most senior employee declines the offer, the next most senior qualified employee shall be similarly offered the position and so on until all laid-off employees have been offered the position.

- (c) An employee who accepts a position in accordance with Section 7.04(a) above shall commence duties within ten (10) working days of acceptance or on the date on which the posting closes. The ten (10) days may be extended in extenuating circumstances by mutual agreement between the Board and the Union.
- (d) An employee's right to re-engagement under this section is forfeited:
 - i) if the employee elects to receive severance pay under Section 7.06 below; or
 - ii) if the employee elects to receive termination benefits under Section 13.04 below; or
 - iii) if eighteen (18) months has elapsed from the day of lay-off or termination under this Article.
- (e) An employee on the recall list is responsible for keeping the Board notified of their current address and telephone number.
- (f) Upon recall an employee shall retain their former recall status even though the assignment may be for a specified term and/or for an amount of employment different from their recall status. This will permit an employee to accept casual, temporary or part-time employment without jeopardizing their right to recall otherwise provided for in this article.
- (g) An employee recalled pursuant to this section shall be entitled to the benefits as provided elsewhere in this agreement.

7.05 Benefits

- (a) Where an employee is laid off or terminated under this Article, after completion of more than one (1) years' service (or, in the case of a school-term employee, ten (10) months' service) with the Board, the Board will continue to maintain coverage, and pay its normal share of the premium, for a period of three (3) calendar months beyond the date of termination for the following benefit plans, provided that the employee makes appropriate arrangements with the Secretary- Treasurer to pay their share of the premiums;

B.C. Medical

Plan Extended
Health Benefits
Dental Plan

- (b) An employee who retains rights of re-engagement under Section 7.04 above and who is not otherwise employed shall be entitled, if otherwise eligible, to continue his or her participation for a further fifteen (15) months in the benefit plans listed in 7.05 (a) above by prepayment monthly of the full cost of the premiums. If an employee falls in arrears their right to participation is forfeited.

7.06 Severance Pay

- (a) An employee with one or more years of seniority who is laid off indefinitely under this Article, except one terminated for just cause, may elect to receive severance pay at any time during the eighteen (18) months following the date of the lay-off or termination.
- (b) Severance pay shall be calculated at the rate of five (5) percent of the annual salary for each full year of service with the Board, to a maximum of two (2) years pay. Severance pay will be based on the employee's rate of pay at the time of lay-off.
- (c) An employee who receives severance pay under this section and is subsequently rehired shall retain such severance pay. However, for the purposes of Section 7.06(b) above only, the calculations of years of service shall commence with the date of such re-hiring.
- (d) An employee laid off or terminated under this article may elect to receive severance pay under this section or termination benefits under Section 13.04, but not both.
- (e) No school-term employee temporarily laid off during school closures shall be entitled to severance pay under this Article.

ARTICLE 8.-HOURS OF WORK

8.01 Part-time Schedules

Part-time schedules may be established where necessary but no split shifts, with the exception of school crossing guards/supervision assistants and bus drivers, will be scheduled. All hours of work will be

scheduled within a day, afternoon or night shift as defined in this Article.

8.02 Day Shift

Day Shift: Any consecutive eight (8) hours, excluding thirty (30) minute meal breaks between the hours of 7:00 a.m. and 7:00 p.m.

Upon mutual agreement of the individual members and their supervisor, day shift for Maintenance and Custodial shall be permitted to be extended to the hours of 6:00 a.m. and 7:00 p.m., during school breaks.

le: Spring Break
Summer Break
Winter Break
School Closure Days

8.03 Afternoon Shift

Any eight (8) consecutive hours (including one-half hour meal break) between the hours of 3:00 p.m. and 11:00 p.m.

8.04 Night Shift

(a) Night Shift: Seven and one-half (7 1/2) hours (including one-half hour meal break) between the hours of 8:00 p.m. and 7:00 a.m.

(b) Second Shift

Where the major portion of an employee's shift, other than bus drivers, occurs after fifteen hundred (1500) hours, employees shall be paid a shift differential of 2.25% per hour for the entire shift worked.

8.05 Notice of Hours of Work

Notice of work schedules shall not be changed except upon 24 hours written notice. If 24 hours-notice is not given all time worked outside the hours of schedule will be paid at the appropriate overtime rate.

8.06 Call Back

A call-back results when an employee has completed their regular day's work and is called back to work. In such instances the employee shall be paid a minimum of two (2) hours pay at the applicable

overtime rate. If an employee is requested to extend their shift prior to the end of their regular day's work such a request shall not constitute a call back.

8.07 Rest Periods

Full time 8 hour employees shall be required to take two fifteen (15) minute paid rest periods in each working day (one in each half of the work shift). Employees working less than 8 hours a day shall receive one fifteen (15) minute paid rest period for each four hours worked per day. In addition, all staff working more than four (4) hours must take a thirty (30) minute unpaid meal break during their scheduled hours.

8.08 Reporting to Work

If an employee reports for work and no work is available (i.e. due to power failure) such employee shall be paid a minimum of two (2) hours; in the event an employee commences work (and power fails) then is required to terminate a day's work, a minimum of four (4) hours shall be paid.

8.09 Overtime

Authorized overtime shall be paid in accordance with the following provisions:

- (a) All hours worked in excess of eight (8) hours per day for employees shall be paid at the rate of time and one-half (1 1/2 T) for the first two (2) hours and thereafter double (2T) the employee's regular rate of pay.

All overtime must be preapproved by a supervisor.

The employer shall make every effort to offer hours worked in excess of the normal work day to a regular employee. The employer shall first offer overtime to the most senior employee who normally performs that work within that school. If the most senior employee should decline the offer, the next most senior employee shall be similarly offered the overtime.

- (b) All hours worked outside the employee's hours of work schedule and qualifying for overtime in accordance with the provisions of Article 8.05 shall be paid at the rate of time and one-half (1 1/2T) for the first two (2) hours and thereafter double (2T) the employee's regular hourly rate of pay.

- (c) Work performed on an employee's first day of rest (normally Saturday) shall be at double (2T) the employee's regular hourly rate of pay.
- (d) Work performed on an employee's second day of rest (normally Sunday) will be compensated at double (2T) the employee's regular hourly rate of pay.
- (e) Work performed on Statutory Holidays shall be compensated at double (2T) the employee's regular hourly rate of pay except that where statutory holidays are observed on alternate days, employees whose schedule requires them to work both the statutory holiday and the day observed as such shall be compensated at their regular hourly rate of pay on the statutory and at double (2T) their regular hourly rate of pay on the alternate day observed as such.
- (f) Except as provided in (b), (c) and (d) above, employees working less than a seven (7) hour day for clerical employees and less than an eight (8) hour day for other than clerical employees, shall not be entitled to the overtime provisions of the Article until they have worked seven (7) or eight (8) hours in a day respectively.

8.10 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon. For school-term employees time off in lieu of overtime not taken during the year shall be paid out at the appropriate rate on final payroll in each calendar year. For regular employees time off in lieu not taken in the calendar year will roll over to the next year. If not used, will be paid out at the end of that calendar year. All overtime and time off in lieu is to be recorded on time sheets and a report of time off in lieu is to be reported on paystubs, updated each pay period.

8.11 Hours of Work Bus Drivers

The hours of work of the regular full-time bus driver employees shall be eight (8) hours per day, Monday through Friday. There shall be a guaranteed minimum of four (4) hours pay per day which shall be designated by the Employer and shall be divided into two (2) hours pay for the regular morning shift, and two (2) hours pay for the regular afternoon shift. In addition, there shall be a guaranteed minimum of two and one half (2 1/2) hours pay per week designated by the Employer for bus cleaning purposes. This clause will not result in

inequitable distribution of work for the bus drivers. Extra cleaning time may be allotted on the administration day at year-end, if required by the supervisor and approved by the Board.

For the purposes of calculating provisions requiring a daily equivalent, such as sick leave entitlements and all general holidays, the guaranteed daily equivalent shall be deemed to be four and one half (4 1/2) hours pay per day. Vacation pay shall be paid in accordance with Article 10.

8.12 Extra Shifts - Bus Drivers

- (a) Any extra shift, where more than one-half (1/2) hour break exists between the regular shift and the extra shift or between two (2) extra shifts, shall be paid at a minimum of 2 hours. Any extra shift where one-half (1/2) hour or less break exists between two (2) extra shifts, shall be paid as continuous time based on the two (2) hour minimum.

Where there is one-half (1/2) hour or less break between a regular shift and an extra shift, the total time worked shall be considered an extension of the regular shift and paid as continuous time.

Where an extra shift replaces a regular morning or afternoon shift, the bus driver shall be paid actual hours worked for that shift provided a guaranteed minimum two (2) hours pay is maintained.

Where an extra shift replaces both the morning and afternoon regular shifts, the bus driver shall be paid actual hours worked provided a guaranteed minimum four (4) hours pay for the day is maintained.

- (b) All time worked, inclusive of waiting time, in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half (1 1/2) times the regular rate.
- (c) A four (4) hour minimum guarantee shall be paid for Saturday and Sunday trips.
- (d) Saturday and Sunday shifts shall be paid at straight time for eight (8) hours per day and one and one-half (1 1/2) times the regular rate for any time thereafter.

- (e) Waiting time, where required, shall be paid at the appropriate rate but shall not include lay-over's such as hotels or residences.
- (f) Regular bus drivers shall be given first priority to accept any extra shifts.
- (g) Meal allowance will be in accordance with the current Board policy.
- (h) Accommodation: The Employer shall pay the cost of accommodation and will be responsible for making appropriate reservations.

8.13 Professional Development Days

Employees required by the Board to attend Professional Development shall be paid for the time in attendance at their regular hourly rate of pay. All other employees (except for Noon-hour supervisors, crossing guards and lunch program employees) will be paid for their normally scheduled hours on Pro-D days. Employees can work those normally scheduled hours by working at the school or attending a Pro-D session of their choice.

8.14 Modified work week

For 12 month staff working during periods of non-instruction (spring break and summer break only) and upon mutual agreement of the employees and their supervisor, employees shall be eligible to work 4x 10 hours shifts in lieu of 5x8 hour shifts (40 hours per week), start and end times will be in accordance with article 8.02.

There will be no additional cost to the Board.

Only two (2) fifteen (15) minute rest periods as per article 8.07 will apply.

The modified work week will only take place during weeks when there is no statutory holiday in that week.

Each department will maintain normal coverage as to ensure operational requirements of the Board are met.

ARTICLE 9 - REMUNERATION

9.01 Wages and Salaries:

All employees shall be paid every second Friday. All payments will be made by direct deposit to each employee's bank account. A statement will be provided each pay day detailing the gross pay and deductions there from: For the purpose of calculating bi-weekly remuneration:

- (a) Eight (8) hours per day shall be computed at 80 hours multiplied by the hourly rate.
- (b) Seven and one-half (7 1/2) hours per day shall be computed at 75 hours multiplied by the hourly rate.
- (c) Seven (7) hours per day shall be computed at 70 hours multiplied by the hourly rate.

9.02 Regular Rates of Pay

Regular rates of pay for categories covered by this Agreement shall be as provided for in Schedule "A" Wages and Salaries, which follows and forms part of this Agreement. This Schedule shall not bind the Board to create or fill any of the classifications set out therein. Incremental periods when applicable will date from the initial date of continuous employment.

9.03 Rate of Pay for Uncertified Special Education Assistants

There is a recognition that on occasion there may be a shortage of skilled, certified Special Education Assistants and that personnel are still required to ensure the health and safety of students with diverse needs.

In such instances, the District may hire uncertified staff to fill in on a **casual basis**. The Board encourages uncertified staff to work toward qualifications in a timely manner if the person wishes to work as a Special Education Assistant.

- (a) The following will lay out how such personnel will be deployed:
 - Only in the event when certified staff is not available will uncertified Special Education Assistants be employed.
 - Uncertified Special Education Assistants will not be eligible to fill regular posted positions.
 - Uncertified Special Education Assistants will not convert to regular status by virtue of time worked: (Article 1.01(b) does not apply to uncertified Special Education Assistants).

- (b) The two (2) pay categories for uncertified Special Education Assistants are listed in Schedule A:

In order to be considered to be “working toward certification”, the employee must show proof of registration in a program approved by the Board. In addition, the onus is on the employee to provide proof of completion of courses on a regular basis and updates every four months (September 1, January 1, and May 1) as to status in order to maintain their category placement as “working toward certification”. Documentation will either be transcripts of course completion or a letter stating completion date of next course.

If no documentation is received every four months, the rate will revert to the lesser rate until further documentation is received. Retro-pay will not be paid in the event that documentation is late.

Staff will be given three years to complete the program, at their own expense. In certain circumstances, by mutual agreement of the employer and the union, extensions may be granted upon receipt of a written explanation for the reason and the time required.

At the end of three years, should an employee not be certified, they will revert to the status of uncertified and not working toward certification until they become fully certified.

9.04 Wages/Signing of Agreement

- (a) No employee shall suffer a loss of wages because of the signing of this Agreement.
- (b) The implementation of negotiated increases shall be paid no later than the third pay period from the date of ratification, unless an extension is otherwise mutually agreed upon.

9.05 Assignment to Substitute

- (a) If an employee is assigned to substitute on a job, or to perform the duties of a position in a higher classification, they shall receive the rate of pay for the higher classification during the period of such assignment.
- (b) Where the General Foreman is away from work a designated employee in the maintenance department shall receive their wage effective from the first day of each absence.

9.06 Overtime Meal Allowance

Unless the Employer has given at least 24 hours notice of the need to work overtime, or unless the Employer has made time available for the employee to obtain a meal during the overtime period, an employee required to work more than two (2) hours overtime in any day shall be paid a meal allowance in accordance with the current Board policy

9.07 Employee Expenses

Employees who incur expenses with prior approval in carrying out their authorized duties will be reimbursed for expenses in accordance with Board policy.

ARTICLE 10. - ANNUAL VACATIONS

10.01 Annual Vacation with Pay

Employees covered by this agreement shall receive an annual vacation on the following basis:

- (a) For the purpose of this section, calendar year shall be the period January 1 to December 31
- (b) Regular employees will receive vacation with pay in accordance with the following schedule:

Calendar Years of Service as at December 31 of	Working Days Vacation with Pay (Based on a 5 day work week)	Working Days Vacation with Pay (Based on a 4 day work week) * (4 days/5 days = 0.8)
Less than one (1) year	One (1) day for each month of service – Maximum 10 days	0.8 day for each month of service – Maximum of 8 days
One (1) year	10 days (4%)	8 days (4%)
Two (2) to Five (5)	15 days (6%)	12 days (6%)
Six (6) to Twelve (12)	20 days (8%)	16 days (8%)
Thirteen (13) to Twenty-three (23)	25 days (10%)	20 days (10%)
Twenty-four (24) to Twenty-eight (28)	30 days (12%)	24 days (12%)
Twenty-nine (29) years or more	35 days (14%)	28 days (14%)

- (c) All employees leaving the service of the Board shall receive vacation pay at the appropriate percentage of their gross earnings for the calendar year in which they leave the service of the Board, applicable to their years of continuous service, less any vacation pay received under Section 7.03.
- (d) All casual employees shall receive vacation pay on the basis of 4% of their gross earnings.
- (e) School-term employees shall receive vacation in accordance with Section (b) with payment made for Spring Break (last pay) and the balance on the last pay in December. Payment in December shall be calculated by using the number of days rather than percentage of salary. Clerical employees are required to work for one week after the termination of the school year and for one week prior to school opening in September; and they are deemed to be on a temporary lay-off for the unpaid period of the summer school closure.

10.02 Accumulation of Vacation

Vacation time for regular employees shall not be accumulative from year to year, except in special circumstances with the prior approval of the Board. The employee may carry forward up to but not exceeding ten (10) days of unused accrued vacation, which must be taken in the next vacation year. Any additional unused accrued vacation will be paid out as a lump sum after the end of the vacation year.

10.03 Time of Year

Whenever possible the Board shall permit regular employees to take their annual vacation during the period of the school summer holiday. Full-time employees shall be entitled to take their holidays either in one unbroken portion or segments of five (5) consecutive days. The latter shall be subject to the Boards' approval.

10.04 Application for Vacation

On an annual basis regular employees shall make application for vacation to their Supervisor and require the approval by the Board. The application must be submitted in writing at least one month before the vacation is to take place. In the event of transfer to another position the employee's vacation period will be subject to review.

10.05 Incapacitated While on Vacation

Where an employee commences vacation and becomes incapacitated through illness or injury, the period of illness or injury will be charged as paid sick leave rather than vacation provided that:

- (a) the period of incapacity persists for at least three (3) normal working days and;
- (b) proof of incapacity is provided.

ARTICLE 11 - GENERAL HOLIDAYS

11.01 Qualifications

- (a) (i) Each employee who has received remuneration for at least fifteen (15) days in the thirty (30) day period immediately prior to the General Holiday, shall receive at the time of the General Holiday one (1) days pay at the employee's regular rate as holiday pay for each of the following holidays or days observed in lieu thereof:

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

and any other General Holiday proclaimed by the Provincial or Federal Governments.

- (ii) Where a school-term employee works the four (4) or more working days prior to Labour Day they shall receive payment for the General Holiday.
 - (iii) Where a school-term employee has received remuneration for at least fifteen (15) of the thirty (30) possible school days immediately prior to the General Holiday, they shall receive payment for Good Friday and Easter Monday.
- (b) Holidays on Regular School Days: Should the schools be required to be in session on any General Holiday, employees required to work on such a holiday will be granted an alternate day off in lieu of the General Holiday worked. The alternate day

off will be taken at a mutually acceptable time, but not later than the conclusion of the employee's next annual vacation.

11.02 Day off in Lieu

If a statutory or public holiday should fall on a non-working day, the Board declares that, if the holiday falls on a Saturday, the Friday immediately preceding the holiday will be observed in lieu of the holiday. If the holiday falls on a Sunday, the Monday immediately following the holiday shall be observed in lieu of the holiday.

Should the Provincial Government choose another day, then that date shall be observed.

11.03 Unauthorized Absence

In the case of unauthorized absence on the last regular scheduled shift before a general holiday or the first regular scheduled shift after a general holiday, entitlement to the provisions of the Article will be forfeited.

ARTICLE 12. - LEAVE OF ABSENCE

12.01 Union Business

- (a) Negotiations - One (1) employee from each department not exceeding four (4) in total, being members of the bargaining committee of the Union shall be granted leave with pay where it is mutually agreed to carry on negotiations with the Employer during an employee's regular working hours. Grievance Proceedings - The shop steward and employee(s) concerned shall be allowed leave of absence with pay for the purpose of discussions in accordance with the grievance procedure. For discussions at Stage 3 up to three (3) local representatives of the Union shall be granted leave of absence with pay where meetings are required to be held with the Employer during regular working hours. Where Union business representatives attend such meetings paid leaves are reduced accordingly.
- (b) Union Conventions and Seminars - Upon written request from the Union the Board will grant leave of absence for attendance at conventions and/or seminars to not more than two (2) employees at any one time. It being understood that the Board will bill the Union for the cost of wages of such employee(s), and

that the total absence allowed for this purpose shall not exceed twenty (20) working days in any one year.

- (c) General - The Board recognizes the Incumbent President of the Union or their appointee as the Senior Shop Steward and spokesperson for the Union with the Board on Union-Management matters. Reasonable time for the discussion of Union- Management matters will be allowed by the Board.
- (d) Any absence under this Article shall be subject to advance notification and approval by the Board, wherever possible. Such approval shall not be unreasonably denied.

12.02 Health

Sick leave will only be granted because of illness or medical reasons other than maternity. Employees are to notify their supervisor as soon as possible if they are absent from duty because of illness or medical reasons and must give reasonable notice of their anticipated return to work.

An employee may be required to provide a medical certificate to establish the reasons for their absence or to verify their fitness to undertake normal duties.

Sick leave with pay will be granted up to the limit of the employee's unused sick leave accumulation.

Notwithstanding the foregoing sections, the employer may grant further periods of sick leave in special circumstances for employees with five (5) or more years service. Such periods shall not normally exceed eighteen (18) working days and shall be recovered by the employer as the employee earns additional credits and, moreover, if not repaid, shall be deducted from wages if or when the employee loses status as an employee for any reason.

12.03 Maternity/Parental/Adoption leave

- (a) Maternity/Parental/Adoption Leave without pay shall be granted in accordance with the Employment Standards Act.
- (b) Health and welfare benefits shall be continued provided the employees pay their share of the premiums. Vacation pay shall be pro-rated in accordance with the percentages provided all regular employees in Article 10.01 (b). Sick leave shall be pro-rated in accordance with hours worked as provided to all regular employees in Article 13.04 (a) and Article 13.09.

12.04 Bereavement Leave

- (a) Regular and Probationary employees shall be granted up to four (4) days with pay in the event of a death in their family, (parent, parent-in-law, grandparent, grandparent-in-law, grandchild, spouse, ward, sibling, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt and uncle, or common-law spouse) to attend the funeral, and/or attend to the deceased affairs.
- (b) In special circumstances (e.g. unusual length of travel time) the Board may grant up to two (2) additional days.
- (c) Up to one (1) day will be granted without loss of pay to attend a funeral as pall bearer or mourner at the funeral of a relative other than immediate family or of a close friend provided such employee notifies their supervisor or the Supervisor in advance.

12.05 Compassionate Leave

Regular and Probationary employees shall be granted up to three (3) days compassionate leave, to be used from employee's accumulated sick bank, in the event of a serious illness or other traumatic occurrence affecting the immediate family (e.g. father, mother, husband, wife, child, legal guardian and common-law spouse). Serious illness in the family shall be defined as an illness which a physician considers sufficient to require the employee's absence from work.

12.06 Family Illness

In case of illness when no one at home other than the Employee can provide for the needs of an immediate member of their family, the employee shall be entitled, after notifying their supervisor, to use their accumulated sick bank to a maximum of three (3) days per year for this purpose. Leave provided under this clause is not also available under clause 12.05.

12.07 Court Appearances

- (a) If an employee is subpoenaed to appear in court as a witness or for jury duty, leave of absence with pay will be granted.
- (b) The employee will receive the regular rate of pay for the leave of absence.
- (c) All monies received for service as a subpoenaed witness or for jury duty shall be turned over to the Board.

- (d) Employees must present proof of service and the amount of pay received.
- (e) Leave will be granted where an employee personally initiates court actions not related to their position. In such cases unpaid leave may be granted instead of paid leave.

12.08 Discretionary Days

- (a) All employees will receive three (3) discretionary days per year. Three days will be added to the employee's bank on September 1st. The three (3) discretionary days of flexible time will be granted to an employee to use as the employee sees fit. An employee may choose to use the three (3) discretionary days for the purposes of extending their regularly scheduled vacation. The three (3) discretionary days must be used by the end of June of the year in which the days were granted. All unused days as of the end of June will be paid out. Discretionary days may not be rolled over or banked. The use of 'discretionary' days must be clearly indicated on the Request for Leave Form.

12.09 Other

The Board may grant leave of absence without pay to any regular employee requesting such leave for good and sufficient cause.

Unpaid leave of absence requests for school-term employees during the school year shall only be considered in special circumstances. All requests are subject to approval by the supervisor and Human Resources and are determined on a case-by-case basis.

The Board shall notify the applicant of its decision and in the event the Board denies the request, the Board shall notify the applicant of the reason for its decision within five (5) working days. If leave is granted, depending on the years of service with the District, the Applicant shall not exceed the following:

Two (2) years or less	up to one (1) month
Two (2) years to five (5)	up to six (6) months
Five (5) years plus	up to one (1) year

Employees requesting a long-term unpaid leave (longer than one (1) month) must provide a minimum of 1 month's written notice, unless special circumstances exist, prior to the start date of the leave.

An employee on leave may choose to continue their participation in benefit plans during the period of leave, by making appropriate

arrangements with the Board provided that the following conditions are met:

- (a) The contract with the carrier will allow coverage while on leave of absence.
- (b) That the employee prepays monthly, the full cost of premiums.

12.10 Workshops/Seminars

Approval may be granted for employees to attend workshops, seminars, etc. relating to the employee's duties, which appear to be of benefit to the employee and the School District. Leave will not be approved if the workshop/seminar is not related to an employee's duties. Lost work time will be paid at the normal pay rates and expenses paid in accordance with Board policy. Applications are to be forwarded to the Board, through the immediate supervisor.

ARTICLE 13. – EMPLOYEE BENEFITS

13.01 Medical Plan

- (a) An extended health benefit plan is to be maintained, to include the eyeglasses and hearing aid option. Premiums will be borne entirely by the Board.

13.02 Pension and Retirement

- (a) All regular employees who have completed their probationary period shall be required to participate in the Municipal Plan.
- (b) An employee currently participating in the MPP will also participate for any additional hours worked (e.g. an SEA who adds work as a Noon Supervisor) which would not otherwise qualify to participate in the MPP.

13.03 Group Life Insurance

The Board will arrange for a group life insurance plan, which offers coverage for Support Staff employees. All regular employees will participate in the life insurance plan. The life insurance plan structure will not be changed without mutual agreement of the parties. The premium will be shared 70/30 by the Board and the employee respectively.

13.04 Sick Leave with Pay

- (a) Subject to Section 12.02 of this agreement, all regular employees shall be entitled to sick leave accumulation at the rate of one and one-half (1 1/2) days for every calendar month of service during which pay was earned retroactive to the initial month of the qualifying period of probationary employment. Sick leave with pay will be deducted from the employee's sick leave accumulation. An employee shall be entitled to accrue all unused sick leave to a maximum of two hundred and twenty-five (225) days for their future benefit.

A new employee may be advanced up to ten (10) days of sick leave during their first twelve (12) months of service provided that:

- (i) No more than eighteen (18) days of paid sick leave are taken in the first twelve (12) months, and
 - (ii) The pay for any sick leave days over entitlement is refunded at the end of the twelve (12) months.
- (b) The Board shall include on the employee's payroll statement once every three (3) months, a current status of accumulated sick leave.
- (c) Employees with accumulated sick leave at time of signing of the agreement will retain such credit and further credit will be accrued as set out above.
- (d) Employees with accumulated sick leave to their credit shall transfer or cause to be transferred to the Board, any time loss compensation payable to them by the Workers' Compensation Board. And upon so doing will receive full pay up to the value of the accumulated sick leave pay entitlement. In such cases there will be a deduction from their accumulated sick leave of the percentage of which the Workers' Compensation Board does not recompense the Board. If there is no credit of sick leave, employees will retain their Workers' Compensation Board cheques.
- (e) Sick leave credits will not be accrued if an employee is on leave of absence without pay as outlined above for a period equal to one complete calendar month.
- (f) Any savings that occur from the Employment Insurance Premiums, due to employee benefits, will be applied to the employer's share of the cost of the employee benefits.

- (g) (i) Any employee having sick leave to their credit at the time of termination of employment or retirement shall receive a salary grant equal to one-half (1/2) of such credit in accordance with the following schedule:

Regular Employees Years of Continuous Service At the completion of:	Maximum Sick Days	Amount of Grant
5 years (60 months)	90 days	45 days
6 years	108 days	54 days
7 years	126 days	63 days
8 years	144 days	72 days
9 years	162 days	81 days
10 years	180 days	90 days

- (ii) Any employee having sick leave to their credit at the time of termination of employment or retirement shall receive a salary grant equal to one-half (1/2) of such credit in accordance with the following schedule:

School-Term Employees Years of Continuous Service At the completion of:	Maximum Sick Days	Amount of Grant
5 years (50 months)	75 days	37.5 days
6 years	90 days	45.0 days
7 years	105 days	52.5 days
8 years	120 days	60.0 days
9 years	135 days	67.5 days
10 years	150 days	75.0 days

The amount of the grant shall be based upon the current rate of pay at the time of termination of employment. In the event of death any such entitlement will be paid to the beneficiary of the deceased.

- (h) In this section one day means a day measured in the number of hours normally worked. Thus, an employee working four (4) hours a day accumulates one and one-half four (4) hour days a month [i.e. six (6) hours]. If an employee's regular hours of work change their accumulated sick leave is recalculated by dividing the number of hours accumulated by the number of hours per

day worked in the new position. For example, if an employee regularly works four (4) hours per day for a year, they will have accumulated eighteen (18) days each of four hours duration (i.e. $18 \times 4 = 72$ hours). If they change to an eight (8) hour a day position, their number of accumulated days changes to nine (i.e. $72 \text{ hours divided by } 8 = 9$).

13.05 Dental Plan

Regular employees and their spouses and eligible members of their families may be enrolled in the group dental plan. Premiums are to be borne 70/30 by the Board and the employee respectively.

13.06 Clothing Allowance

All regular employees will receive a \$105.00 per year clothing allowance, payable at the start of each year except employees mandated by the Workers' Compensation Board to wear safety boots or Bus Drivers.

A new employee starting during the year will have this allowance pro-rated.

If employment is terminated for any reason during the year, the pro-rated portion will be deducted from the employee's final pay cheque.

In addition, maintenance employees will continue to be supplied with coveralls.

Those employees mandated by the Workers' Compensation Board to wear safety boots shall have the option to receive; upon permanent hire one (1) pair of safety footwear and have them replaced as required to a maximum of one (1) pair per year (maximum cost \$200.00); or be paid the \$105.00 per year as noted above, but not both. Part-time employees will have the boots replaced on a prorated basis, i.e. a half (1/2) time employee will have their boots replaced to a maximum of one (1) pair per two (2) years.

Bus drivers shall be required, as a condition of employment, to wear uniforms as provided by the Employer, at the Employer's cost, while performing bus driver duties and shall be extended provision for cleaning. The Employer shall provide bus drivers with a new uniform every two (2) years. The uniform shall consist of four (4) pair of pants, four (4) shirts, and one (1) jacket. One (1) winter jacket will be provided as required but not more than every three (3) years.

13.07 Long Term Disability

- (a) The employer agrees to provide a payroll deduction for an employee paid Long Term Disability Plan. The plan will be compulsory for all regular employees.
- (b) When an employee has depleted all sick leave or has completed the waiting period and been approved for payment under the Long Term Disability Plan, they shall be covered by benefits in the following manner:
 - (i) The Board will continue to maintain coverage, and pay its normal share of premiums, for a period of three (3) months provided that the employee makes arrangements with the Board to pay their share of premiums.
 - (ii) Following the above three (3) month period an employee may choose to continue their participation in benefit plans, by making appropriate arrangements with the Board to prepay monthly, the full cost of premiums.

13.08 Employee and Family Assistance Program

Regular employees shall be covered under an Employer funded employee and family assistance program.

13.09 Benefit Entitlement - Part-time Employee

Regular employees working less than full-time shall be entitled to vacation pay, general holiday pay, superannuation, and paid sick-leave proportionate to their regularly scheduled hours actually worked.

The other benefits provided under this Article shall be available to regular part-time employees working fifteen (15) hours per week or more. Employees who have benefit coverage at date of ratification will continue to be covered if their hours are reduced by the Board below fifteen (15) hours per week.

ARTICLE 14. - GENERAL PROVISIONS

14.01 Travel

- (a) An employee who is requested by the Employer to use their vehicle for School Board purposes and consents to such use will be reimbursed at the current rate established in Board Policy. All

mileage must be certified by the employee's immediate superior, on the form provided.

- (b) Employees required by the Board to use their vehicle for approved Board business in excess of ICBC requirements per year, and not otherwise covered by the Board, shall be reimbursed the difference in insurance costs from Class 2 (to and from work) to Class 7 (business use) to a maximum of seventy-five (75) dollars upon submission of proof of coverage.
- (c) Employees shall not be expected to use their cars for the purpose of transporting School District materials or equipment unless it is or has been a part of the normal work requirement.

14.02 Hand Tools

The Board agrees that only trades people may be required to supply hand tools. Such tools and tool box may be stored on school property in a place approved by the supervisor provided a list of such tools is supplied if requested.

The Board further agrees to recompense such tradesperson for any loss due to breakage, fire or theft while being used on behalf of the Board while in approved storage on Board property and provided that replacement for loss due to breakage shall be subject to approval of the supervisor concerned.

14.03 Bulletin Board

The Board shall make available Bulletin Boards at all places of employment for the posting of Job Vacancies and Union Notices.

14.04 Picketing

Should picket lines be established affecting any premises of the Board, it is agreed that members of the Union will not be requested or expected to cross such lines except to perform duties necessary to ensure the security of property and safety of the pupils. Failure or refusal of a member to cross such lines, except for the exceptions cited above, will not constitute grounds for disciplinary or discriminatory action by the Board.

14.05 New Construction

When the Board builds new schools and new additions to schools (not including renovations to existing buildings), with its own forces, workers so employed shall be paid in accordance with the appropriate building

trades agreement. Such workers will be subject to payment of dues and fees established by Local Union 2423.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 Difference

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

15.02 Stages

Stage 1: The Shop Steward, with the employee, shall first discuss the matter with the departmental head within five (5) working days of the alleged grievance first arising. If the matter is not resolved within five (5) working days, then:

Stage 2: Within three (3) working days the matter shall be submitted in writing to, and discussed with, the Board. Should the matter not be resolved at this stage within five (5) working days, then:

Stage 3: The matter shall be discussed within five (5) working days between a grievance committee of the Board consisting of at least three (3) representatives of the Board, including at least one (1) trustee, and a grievance committee of the Union consisting of at least three (3) representatives of the Union. Should the matter not be resolved within ten (10) working days, then:

Stage 4: The matter shall be referred to an Arbitrator within twenty (20) working days of decision at Stage 3. Both parties will attempt to come to agreement on selecting the Arbitrator. In the event the parties are unable to agree on the selection of an Arbitrator within five (5) days, the Minister of Labour of the Province of British Columbia shall be asked to appoint an Arbitrator.

The Arbitrator's decision shall be final and binding upon the Board, the Union and employee(s) concerned. Each party shall pay one-half (1/2) of the expenses of the Arbitrator.

Stage 5: Should the Arbitrator find that an employee has been

disciplined or dismissed for other than cause, the Arbitrator may direct the Board to reinstate the employee and pay the employee a sum equal to the wages or salary lost by such disciplining or discharge, or such lesser sum as in the opinion of the Arbitrator is fair and reasonable. Provided always that any order the Arbitrator may make is made with due regard to the terms of the Agreement, and that any order relating to the lost wages shall be less any wages or salary earned by an employee during a period of discipline or dismissal.

Mutual Consent: Wherever a stipulated time limit is mentioned in this Article the said time limit may be extended by mutual consent of both parties.

15.03 Discipline of Employee

An employee may be dismissed or disciplined for just cause. Where a supervisor intends to interview an employee for Disciplinary Purposes, the supervisor shall notify the Steward or their designate in advance, who shall be present at the interview. Such interviews shall be conducted during paid time for the employee. All disciplinary letters will come only from the Board.

Employees are entitled to receive a written report of all accusations or complaints pertaining to their employment, or behaviour when such accusations or complaints result in disciplinary action, or have to be used as evidence at any subsequent time.

15.04 Personnel File

Employees shall have the right to access and review their personnel file. After receiving a request from an employee to view their personnel file, the Board shall grant access to that employee's file at a mutually acceptable time. An appropriate Employer official shall be present when an employee reviews their file, and the employee may be accompanied by an individual or Union representative of their choosing. The employee shall have the right to respond, in writing, to any document contained therein; such reply and all related documentation to become part of their permanent record.

ARTICLE 16. - TECHNOLOGICAL CHANGE

16.01 Definition

For the purposes of this Agreement, the term "Technological Change" means:

- (a) the introduction by an employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking or business, or
- (b) a change in the manner, method or procedure in which the employer carries on their work, undertaking or business that is related to the introduction of that equipment or material,

but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

16.02 Process of Introduction

The process to be followed where the Board intends to introduce technological change which affects the terms and conditions or security of employment of a significant number of members of the Union shall be:

- (a) Notice and Discussion

When it is determined that the introduction of a technological change is under consideration or is to be introduced, the Board shall notify the Union in writing. Such notice shall be given at least ninety (90) days before the date on which the Board proposes to introduce the technological change. Once such notice is given, the Board agrees to discuss the matter with the Union.

- (b) Information to be provided.

The notice of intent to introduce a technological change shall contain:

- (i) the nature of the change;
- (ii) effective date of the change;
- (iii) the approximate number, type and location of members affected by change;
- (iv) the anticipated effects the change may have on Union members;
- (v) any other pertinent data related to anticipated effects on the employees.

The Board shall update this information as new developments arise and modifications are made.

- (c) Introduction of Technological Change

Where the Board introduces or intends to introduce a technological change that

- (i) affects the terms, conditions or security of employment of an employee to whom this Collective Agreement applies; and
- (ii) alters significantly the basis on which this Collective Agreement was negotiated,

either party may refer the matter to arbitration under Article 15, Grievance Procedure.

- (d) The employer agrees to offer alternate employment to an employee made redundant by technological change provided a suitable alternative position is available. If no position is available then bumping shall be provided in accordance with Article 7.
- (e) The employer shall provide retraining for such employees where required, and where feasible, provided said employee is retrainable and/or is willing to be retrained. Every effort shall be made to ensure that the employee suffers no loss in pay.

ARTICLE 17. - DURATION OF AGREEMENT

17.01 Length

This agreement shall be for the period from and including July 1, 2022 to and including June 30, 2025 and from year to year thereafter subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the date of the expiry of this agreement or immediately preceding the last day of June in any year thereafter, by written notice, to require the other party to the agreement to commence collective bargaining.

17.02 Notice/Strike/Lockout/Revision of Agreement

Should either party give written notice as aforesaid, this agreement shall thereafter continue in full force and effect and neither party shall make any changes in the terms of the said agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted nor alter any other terms or conditions of employment) until:

- (a) The Union shall give notice to strike (or goes on strike) or
- (b) The Board shall give notice of lockout (or the Board shall lock out its

employees) or

- (c) The parties shall conclude a renewal or revision of this Agreement, or enter into a new collective Agreement, whichever is the earliest.

ARTICLE 18. - REMUNERATION

18.01 Wages as per Schedule "A"

In addition the parties have agreed to the following salary increase in accordance with BCPSEA guidelines. Increases will be effective on the following dates:

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

SCHEDULE A

WAGES

Position	30-Jun-21	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*
Maintenance				
Casual Labourer	18.06	\$18.90	\$20.18	\$20.58
Labourer	21.17	\$22.11	\$23.61	\$24.08
Groundsman	24.36	\$25.41	\$27.12	\$27.66
Semi-Skilled Tradesman	24.85	\$25.91	\$27.66	\$28.22
Skilled Tradesman	30.1	\$31.33	\$33.45	\$34.12
General Foreman	29.93	\$31.16	\$33.26	\$33.93
Service Technician	27.52	\$28.67	\$30.60	\$31.22
Transportation				
Mechanic	31.11	\$32.38	\$34.56	\$35.25
Bus Driver	24.83	\$25.89	\$27.64	\$28.19
Transportation Supervisor	32.84	\$34.16	\$36.47	\$37.20
Custodial				
Custodian	22.82	\$23.82	\$25.43	\$25.93
Casual Custodian - no certification	18.06	\$18.90	\$20.18	\$20.58
Shift Differential (after 3:00 pm)	2.25%	\$0.28	\$0.30	\$0.31
Clerical				
School Secretary	25.52	\$26.60	\$28.40	\$28.97
Library Aide	22.31	\$23.29	\$24.86	\$25.36
Accounts Clerk	24.99	\$26.06	\$27.82	\$28.37
Receptionist	21.99	\$22.96	\$24.51	\$25.00
Payroll Clerk	27.08	\$28.22	\$30.12	\$30.72
Special Education				
Child Care Counsellor	27.85	\$29.01	\$30.97	\$31.59
Speech Language Assistant	24.99	\$26.06	\$27.82	\$28.37
StrongStart Coordinator	25.76	\$26.85	\$28.67	\$29.24
Special Education Assistant (SE0101)	25.76	\$26.85	\$28.67	\$29.24
Unqualified Special Education Assistant (SE0102) *	20.84	\$21.77	\$23.24	\$23.71
Unqualified Special Education Assistant (SE0103) **	23.18	\$24.19	\$25.82	\$26.34

Position	30-Jun-21	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*
Indigenous				
Aboriginal Education Coordinator	28.9	\$30.09	\$32.13	\$32.77
Indigenous Support Worker	25.01	\$26.08	\$27.84	\$28.40
Other				
Noon Hour Supervisor/Crossing Guards	19.99	\$20.90	\$22.31	\$22.75

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

Labour Market Adjustments from the 2022-2025 Bargaining Round:

*Speech Language Assistants

**Bus Drivers

***Skilled Tradespeople

****School Based Secretaries and Accounts Clerk

*Unqualified Special Education Assistant (SE0102) * = not working towards certification*

*Unqualified Special Education Assistant (SE0103) ** = working towards certification*

ARTICLE 19. - CROSSING GUARDS/NOON-HOUR SUPERVISION

The parties agree that:

The traditional level of usage of parents and students may continue and that positions that are held by employees will continue to be held by employees while such jobs exist.

These positions will be posted as per the Collective Agreement.

Employees holding these positions will be considered as School-Term Employees as defined in Article 1.04

These positions will be subject to the probationary period detailed in Article 1.02.

Seniority will be granted upon successful completion of the probationary period. For the purposes of Article 6.01 (a) the full time equivalent of 45 days will be based upon a 7 hour day or 315 hours of probation.

The employees in these positions will not be entitled to receive benefits under this Collective Agreement.

ARTICLE 20. - HEALTH AND SAFETY

The Board will involve support staff in the development and application of the Board's policy on Health and Safety. The Board's Health and Safety policy will be appended and form part of this contract.

ARTICLE 21. - HARASSMENT/SEXUAL HARASSMENT

21.01 General:

- (a) The Board and the Union recognize the right of employees to work in an environment free from bullying, harassment and sexual harassment.
- (b) The Board and the Union consider harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harasses shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of

harassment or sexual harassment which the complainant reasonably believes to be valid.

- (c) All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- (d) The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.
- (e) Where false or malicious complaints are made, disciplinary actions may occur.

21.02 Definitions:

- (a) For the purpose of this article harassment shall be defined as including:
 - i. sexual harassment; or
 - ii. any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
 - iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
 - iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
 - v. such misuses of power or authority as intimidation, threats, coercion and blackmail.
- (b) The definition of “sexual harassment” shall include:
 - i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or

- ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- iii. an implied promise of reward for complying with a request of a sexual nature; or
- iv. A sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance.

ARTICLE 22. – NO DISCRIMINATION

- (a) The Board and the Union endorse the provisions of the Human Rights Code of British Columbia and WorkSafe BC that address the issues of employment discrimination (which may be amended from time to time).
- (b) The Board and the Union agree that there will be no discrimination against any employee or prospective employee, because of Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

IN WITNESS WHEREOF the parties have caused this agreement to be executed this 18 day of September 2023, by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

Signed on Behalf of:

The Board of Education of School District No. 78 (Fraser-Cascade)

"Signature on File"

"Signature on File"

Gerry Slykhuis

Signed on Behalf of:

The Construction, Maintenance and Allied Workers Bargaining Council, Local 2423

"Signature on File"

"Signature on File"

Chris Wasilenchuk

CW

Letter of Understanding #1

**Between
The Board of Education School
District No. 78 (Fraser-Cascade)**

And

**The Construction, Maintenance and Allied Workers
Bargaining Council, Local Unit 2423**

Lay-offs

The parties agree that there will be no layoffs of Union Support employees after October 31 for the duration of the school year. Staff changes that become necessary during the school year will be dealt with through transfers initiated by the Board in the following manner:

1. When a work location identifies an employee as surplus to that location the employee will be so informed.
2. Prior to initiating a transfer, the Board will provide the surplus employee with an opportunity to indicate preferences to be considered for any available positions within the same classification for which that employee is qualified.
3. If there are no available positions within the same classifications or at the same or greater number of hours the Board may reassign the surplus employee to another work location at the same classification and at the same or greater hours or to the casual list on a "float" basis.

This applies to only laid-off employees (after October 31) and not to restructure the workforce.

SIGNATURES

IN WITNESS WHEREOF the parties have caused this agreement to be executed this 28 day of June, 2023, by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

Signed for the Board of Education

Signed for the Construction, Maintenance
School District No. 78 (Fraser-Cascade)
and Allied Workers Bargaining Council,
Local Unit 2423

Original document signed by:

"Linda Kerr"

"Janine Morris"

"Gerry Slykhuis"

"Shannon Dobson"

Letter of Understanding #2

**Between
The Board Of Education for School
District No. 78 (Fraser-Cascade)**

And

**The Construction, Maintenance and Allied Workers
Bargaining Council, Local Unit 2423**

Four (4) Hour Minimum

The District is committed to providing a minimum of four (4) hours of work for all Employees reporting to work.

Exemptions from the four (4) hour minimum:

- Noon/Morning/Bus/After-school/Playground supervisors,
- Small schools with enrollment of seventy-five (75) students in which case a two (2) hour minimum will apply,
- Casual replacements,
- Employees hired from Aboriginal targeted funds, and/or employees hired under funding from other agencies or ministries.
- Any other positions by mutual agreement.

Hours will be consecutive where provincial funding for this purpose is available.

Bus Drivers are exempt from the requirement of consecutive hours. The daily hours shall be completed within a period of twelve (consecutive hours).

The four (4) hour minimum shall be implemented no later than September 1, 2001. The District will implement the four (4) hour minimum consistent with the attached criteria and provisions of the collective agreement:

- If either party identifies that the criteria was not followed, or that they disagree with the decision, the issue shall be forwarded to the Labour Management Committee.
- If the Labour Management Committee determines the criteria was not followed the District will correct the situation: and
- If subsequent to this process either party determines that the criteria was not followed, that party may move the issue to grievance.

The parties agree to implement the above four (4) hour minimum to the extent that

any additional costs are fully funded by specific additional funding, as per IIC 2 requirement, for the implementation and maintenance of the four (4) hour minimum.

CRITERIA FOR ATTAINING FOUR (4) HOUR MINIMUMS

In providing and maintaining an appropriate service level to students, management may consider the following points when implementing a four (4) hour minimum:

- Compression of the work week;
- A combination of positions;
- The elimination of current positions of less than four (4) hours and the lay-off of employees in those positions;
- The reassignment of hours of current positions less than four (4) hours;
The funding available for the implementation of the four (4) hour minimum from the Provincial Four (4) Hour Minimum
- The position requirements, if any, for combined positions;
- The applicability of other articles in the collective agreement;
- Other positions that an exemption may apply to.

SIGNATURES

IN WITNESS WHEREOF the parties have caused this agreement to be executed this 12 day of

September, 2006, by affixing the signatures of their officers thereunto lawfully

authorized in that behalf.

Signed for the Board of Education

Signed for the Construction,
Maintenance School District No. 78
(Fraser-Cascade) and Allied Workers
Bargaining Council, Local Unit 2423

Original document signed by:
R. Tustian

Original document signed by:
B. A. Bourel

Kenneth Campbell

J. L. Campbell

Letter of Understanding #3

**Between
The Board Of Education for School
District No. 78 (Fraser-Cascade)**

And

**The Construction, Maintenance and Allied Workers
Bargaining Council, Local Unit 2423**

Maintenance Plan of the Pay Equity Plan

This Letter of Understanding is developed to provide for ongoing Maintenance Plan of the **Pay Equity Plan** between CMAWBC Local Unit 2423 and School District No. 78 (Fraser-Cascade) in accordance with PSEC guide-lines.

The Parties have used the gender neutral job evaluation plan that had its basis with the plan developed by School District No. 76 (Agassiz-Harrison). The employee jobs were evaluated by a joint CMAWBC and Management committee and a final plan for School District No. 78 was established under guidelines approved by PSEC.

Achievement of full pay equity as shown in the Pay Equity Plan is dependent on the continuation of funding by the Provincial Government for that purpose.

1. Joint Evaluation Committee

- (a) There shall be a Joint Evaluation Committee (JEC) comprised of two (2) representatives of the Union and two (2) representatives of the Board. Each party may have one (1) alternate.
- (b) The Committee shall be supplied with all documentation including job descriptions and previous evaluation results.
- (c) Release time for members of the JEC committee shall be granted in accordance with the collective agreement.
- (d) Nothing in the Agreement shall be interpreted as barring the Parties to this Agreement from engaging third party advisers to the Committee, however they shall function as advisers only.

2. Wage Protection

- (a) Male dominated jobs shall be paid at the rates established by negotiation in the Collective Agreement. Negotiated wage increases will apply to these positions.

- (b) All female positions above the regression line and currently paid at the rate above their evaluated rate will not be affected by the pay equity process. Negotiated wage increases will apply to these positions.

3. Procedures for Changed Positions

Whenever the Employer changes the duties, responsibilities and qualifications of a job or the employee(s) Union believes that the duties, responsibilities and qualifications have significantly changed, the JEC committee shall review all information relating to the job and evaluate the job as follows:

- (a) The incumbent(s)/Union or the supervisor/employer may request, in writing, a job evaluation review.
- (b) The JEC committee shall proceed to gather relevant, accurate, up-to-date information on the job. An interview shall be held with all stakeholders affected by the change. These will include but are limited to the following: incumbents, supervisors and/or co-workers. The JEC committee may also visit the job site. Based on the information gathered, the committee may update the job description as necessary.
- (d) If the JEC committee determines that the job has been changed, the JEC committee shall meet to rate each sub-factor of the job and establish a new rating for the job. The JEC will advise the incumbent(s) and the Supervisor of its decision.
- (e) The rate of pay will be negotiated directly with the union and will be consistent with the Pay Equity Plan.

4. Procedures for New Jobs

- (a) Whenever the Employer establishes a new job, the JEC shall review the job description and assign a temporary evaluation for the job using the process in #3. The evaluation shall determine the interim wage rate for the job.
- (b) Six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted, along with an updated job description, to the JEC.
- (c) The JEC shall recommend a finalized job description and evaluation.
- (d) A negotiated pay rate shall be paid to each incumbent effective the date of his/her appointment to the job. The rate of pay will be consistent with the Pay Equity Plan.

5. Evaluation Procedures for Routine Reviews

- (a) It is important to maintain accurate job descriptions and evaluations on an ongoing basis. It is the intention of the Parties to review, adjust as necessary, and re-evaluate of all positions by March 31st, of every third year. The starting point for this review will be September 2003.
- (b) No job will be reviewed more than once in a thirty-six (36) month period unless there is a significant change in the duties and responsibilities.
- (c) To complete the ongoing reviews, the JEC shall proceed to gather accurate, up-to-date information of the job. The gathering of information may involve requesting the incumbent(s) and supervisor(s) to complete an up-to-date job analysis questionnaire. The gathering of information may also involve interviews with the incumbent(s) and supervisor(s) and/or visits to the job sites.
- (d) The JEC shall recommend a finalized job description and evaluate the job using the process in #3.

6. Dispute Resolution

- (a) In the event the JEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the evaluation plan (including the classification or pay rate of male-dominated positions reclassified under this Agreement) the JEC shall request, within ten (10) work days, that each party designate an adviser to meet with the committee. The two (2) advisers shall meet with the committee to assist in reaching a decision.
- (b) If, after meeting the two (2) advisers, the JEC remains unable to agree upon the matter in dispute, the JEC shall advise, in writing, within ten (10) working days, the Union and the Employer of this fact.
- (c) The dispute shall then be submitted to arbitration.
- (d) The arbitrator shall decide the matter upon which the JEC or the parties have been unable to agree and his/her decision shall be final and binding on the JEC, the Union and all affected employees. The arbitrator shall be bound by this Agreement and shall not have the power to modify or amend any of its provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the Parties.
- (e) The Employee and the Union shall be the Parties to the arbitration hearing and shall have the right to present evidence as argument concerning the matter in dispute. The arbitrator shall have the power of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have

the authority to require the Parties to present additional information and to require other person(s) to present evidence as deemed necessary by the arbitrator.

(f) The arbitrator's fees and expenses shall be borne equally between the Parties.

(g) The time limits may be extended by mutual agreement of the Parties.

SIGNATURES

IN WITNESS WHEREOF the parties have caused this agreement to be executed this 1st day of

February, 20 12, by affixing the signatures of their officers thereunto lawfully

authorized in that behalf.

Signed for the Board of Education School
District No. 78 (Fraser-Cascade)

Signed for the Construction, Maintenance and
Allied Workers Bargaining Council,
Local Unit 2423

Original document signed by:
N. Lowe

Original document signed by:
B. A. Bourel

Letter of Understanding #4

Between
The Board Of Education for School District No. 78 (Fraser-Cascade)

And

The Construction, Maintenance and Allied Workers
Bargaining Council, Local Unit 2423

Extra Week at Spring Break

This Letter of Understanding is developed to provide the basis upon which support staff will work and be paid during the one extra week off at Spring Break outside of the Spring Break as set out by the standard school calendar.

For regular twelve (12) month employees, the District will encourage that time be taken as vacation during this break. If there is work that must be done during this period, a request to work during this period with the rationale can be made to the Secretary-Treasurer through the employee's supervisor, for approval.

For regular ten (10) month employees, in accordance with non-instruction time other than professional development days, the time will be taken off. The District will pay holiday pay during this period from the bank accrued to June 30 of the year in which the break occurs.

Casual employees will not work during this period unless expressly requested by the Secretary- Treasurer.

Whenever possible, the Board encourages vacation time to be taken off during natural breaks in the school year.

SIGNATURES

IN WITNESS WHEREOF the parties have caused this agreement to be executed this__day of

_____, 20___, by affixing the signatures of their officers

thereunto lawfully authorized in that behalf.

Signed for the Board of Education School
District No. 78 (Fraser-Cascade)

Original document signed by:
N. Lowe

Signed for the Construction, Maintenance and
Allied Workers Bargaining Council,
Local Unit 2423

Original document signed by:
B. A. Bourel

MOA - Appendix A

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

1. Term

July 1, 2022 to June 30, 2025

2. Wages Increases

General wage increases as follows:

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

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

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

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

3. Wage Increase Retroactivity

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

4. COLA Adjustment

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

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

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

5. Public Sector Wage Increases

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

shall be considered to be a 0.5% general wage increase, notwithstanding what it

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

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

6. Local Table Bargaining Money

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

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

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

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

7. Provincial Labour Management Committee

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

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

grievance/arbitration processes.

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

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

8. Support Staff Education Committee (SSEC)

Structure:

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

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

Mandate:

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

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

Terms of Reference:

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

Funding:

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

9. Safety in the Workplace

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

10. Provincial Joint Health and Safety Taskforce

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

The Provincial Joint Health and Safety Taskforce will:

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

11. Job Evaluation

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

Committee are as follows:

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

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

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

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

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

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

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

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

Create a maintenance program to support ongoing implementation of the JE plan at a local, regional or provincial level. The maintenance program will include a process for

addressing the wage rates of incumbents in positions which are impacted by implementation of the JE plan.

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

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

12. Committee Funding

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

13. Public Education Benefits Trust

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

14. Benefits

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

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

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

- b. Effective July 1, 2023, provide \$1,000,000 one-time money to the PEBT to be utilized for addiction treatment support programs. The PEBT will determine

appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost considerations, and relapse response.

15. Production of Local Collective Agreements

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

16. Demographic, Classification and Wage Information

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

17. Unpaid Work

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

18. Education Assistant Credential Standardization

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

19. Provincial Framework Bargaining 2025

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

20. Provincial Dispute resolution

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

21. Funding

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

22. Employee Support Grant

The Parties agree to the principle that Support Staff union members who have lost wages

as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

23. Adoption of the Provincial Framework Agreement

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

Dated this 15th day of September, 2022.

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

K-12 Presidents' Council and Support Staff Unions

"Paul Simpson"

"Justin Schmid"

"Kirsten Daub"

"Jeff Virtanen"

"Gray Boisvert"

"Tammy Carter"

"Michelle Bennett"

"Patti Pocha"

"Denise Bullock"

"David Bollen"

"Monica Brady"

BC Public School Employers' Association

"Leanne Bowes"

"Bruce Anderson"

"Alan Chell"

"Kyle Uno"

"Tammy Sowinsky"

"Rae Yu"

"Richard Per"

"Ken Dawson"

"Nancy Brennan"

"Eric Harvey"

"Alex Dounce"

"Warren Williams"

"Tim DeVivo"

"Jane Massy"

"Amber Leonard"

"Jason Franklin"

"Christina Forsyth"

"Tammy Murphy"

"Jeannette Beauvillier"

"Daun Frederickson"

"Tracey O'Hara"

"Katarina DiSimo"

Provincial Framework Agreement – Appendix A

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

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

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

Original signed on 15th September, 2022 by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Paul Simpson

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