THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 SPECIAL PUBLIC BOARD MEETING

Monday, February 13, 2023 @ 1:00 p.m.

Board Room

This Special Regular Board Meeting is being held for the purpose of:

In accordance with Board By-law 1/90 (5.1), the purpose of this Special Regular Board Meeting is to ratify the 2022-2025 CUPE Memorandum of Agreement.

AGENDA

- 1.0 Call to Order
- 2.0 2022-2025 CUPE Memorandum of Agreement Ratification (Attachment)
 Recommended Motion: That the Board of Education accept/ratify the 2022 2025
 CUPE Memorandum of Agreement as negotiated and amended by BCPSEA and PSEC.
- 3.0 Adjournment

MEMORANDUM OF AGREEMENT "MoA"

Between

BOARD OF EDUCATION of SCHOOL DISTRICT NO. 60 (Peace River North) "Employer"

And

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 4653 "Union"

The parties to this Memorandum of Agreement (MoA) agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

Continuing Provisions of the Current Collective Agreement

Except as provided by this MoA, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2022 will be incorporated in their entirety into the revised collective agreement between the parties.

Effective Date

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this MoA.

Changes to the Revised Collective Agreement

The July 1, 2019 – June 30, 2022 Collective Agreement will continue in force and effect until June 30, 2022 except as modified by the following:

Appendix A – 2022 Provincial Framework Agreement

Appendix B – Local Memorandum of Agreement between the Board of Education of School District 60. (Peace River North) and the Canadian Union of Public Employees Local 4653 dated 35, 2023 which sets out all other agreed changes to the Collective Agreement.

Ratification

This MoA is subject to ratification by the Board of Education of School District No. 60 (Peace River North), the British Columbia Public School Employers' Association, and the membership of CUPE Local 4653.

AGREED Joney 25, 2023	
CUPE Local 4653	Board of Education of School District No. 60 (Peace River North)
Jennie Copeland	Angela Telford
Dave Shipley Darilyn Hards	Crystal Jesson Chad Cushway
	M
Brandy Frocklage	Wade Hart
Tasha McDermott	Anita Deng Park Remon
Sarah Olsen s.O.	Leah Reimer
Bailey Van Der Meer	Madeline Lehmann

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

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

c. Employees who retired between July 1, 2022 and the date of ratification, shall have their retro-active pay increase pro-rated from July 1, 2022 to date of retirement.

4. COLA Adjustment

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

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

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

5. Public Sector Wage Increases

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the K-12 Provincial Framework Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This paragraph 5 is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

- 2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
 - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

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

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

6. Local Table Bargaining Money

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

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

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

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

7. Provincial Labour Management Committee

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

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

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

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

8. Support Staff Education Committee (SSEC)

Structure:

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

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

Mandate:

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

- a) Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b) Developing and delivering education opportunities to enhance service delivery to students;

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

Terms of Reference:

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

Funding:

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

9. Safety in the Workplace

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

10. Provincial Joint Health and Safety Taskforce

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

The Provincial Joint Health and Safety Taskforce will:

a) develop Terms of Reference to support training on the 2021 Workplace Violence Prevention Toolkit and the joint health and Safety Evaluation Tool;

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

11. Job Evaluation

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

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

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

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

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

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

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

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

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

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

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

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

12. Committee Funding

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

13. Public Education Benefits Trust

- a. PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlors Statement on Accepted and Policy Practices of the PEBT.
- b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

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

14. Benefits

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

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

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

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

15. Production of Local Collective Agreements

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

16. Demographic, Classification and Wage Information

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

17. Unpaid Work

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

18. Education Assistant Credential Standardization

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

19. Provincial Framework Bargaining 2025

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

20. Provincial Dispute resolution

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

21. Funding

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

22. Employee Support Grant

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

23. Adoption of the Provincial Framework Agreement

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

Dated this 15th day of September, 2022.

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

K-12 Presidents' Council and Support Staff Unions	BC Public School Employers' Association	
"Paul Simpson"	"Leanne Bowes"	
"Justin Schmid"	"Bruce Anderson"	
"Kirsten Daub"	"Alan Chell"	

MoA: Appendix A - Provincial Framework Agreement

"Jeff Virtanen"	"Kyle Uno"
"Gray Boisvert"	"Tammy Sowinsky"
"Tammy Carter"	"Rae Yu"
"Michelle Bennett"	"Richard Per"
"Patti Pocha"	"Ken Dawson"
"Denise Bullock"	"Nancy Brennan"
"David Bollen"	"Eric Harvey"
"Monica Brady"	"Alex Dounce"
"Warren Williams"	
"Tim DeVivo"	7
"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.

MoA: Appendix A - Provincial Framework Agreement

- 4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.
- 5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
- 6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on 15 th September, 2022 by:			
BCPSEA	K-12 Presidents' Council Paul Simpson		

MOA - Appendix B

Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2019 – June 30, 2022 local Collective Agreement between the Board of Education of School District No. 60 (Peace River North) and CUPE Local 4653.

Each signed off item is attached for reference.

Article	Item
2.05	Addition language RE: meeting requirement for probationary period
5.04	Additional Language
5.15	Strike outdated language
6.01	Language Cleanup
8.01 (d)	Reference that postings are in accordance with article 9.01(a)
8.05	Strike outdated language
9.01 (a)	Additional Language RE: postings over July and August
9.01 (e)	Additional Language
9.05	Clarify Language
11.04	Strike outdated language
11.05 (b)	Change fiscal year to School year and housekeeping items
11.08 (b)	Strike specific numbers and reference School Protection Plan
11.10	Cleanup language
12.01	Language Cleanup
12.01	Addition of Truth and Reconciliation Day
13.02	Additional Language for clarity
14.06/14.07	Remove duplicate language
14.08	Cleanup language
17.01	Adjust top up language to reflect that EI act allows for
17.05	Additional Language RE: returning from extended pregnancy leave
17.19 - NEW	Addition of Employment Standards Act Leaves
17.20 - New	Addition of Indigenous Cultural Leave Days
18.01	Remove specific numbers that are covered in the Benefit plan
18.03	Strike outdated language
18.04	Strike outdated language
18.06	Strike outdated language
18.08	Update language

MoA: Appendix B – Local Memorandum of Agreement

20	Additional Language RE: Professional Development Fund
21.12	Strike outdated language
21.13	Change to Safety Footwear and clarify and cleanup language
22.01	Additional Language
22.02	Additional Language
#3 LOU RE:	Add in that every effort is necessary to have these programs
Aboriginal Student	staffer by those of Indigenous descent and remove location
Support Workers	from grand-fathered in employee
Appendices	Strike outdated language
Crossing Guards/Bus	Strike outdated language and clean up language
Attendants Appendix	
EA Appendix	Strike outdated language
Maintenance	Change how an apprentice transfers into a Journeyman
Appendix -	position
Apprentice	
Rate Schedule	Strike outdated language
Housekeeping -	Gender Neutral Language throughout the Agreement
Gender Neutral	
Language	
Housekeeping -	Change all mentions of Aboriginal to Indigenous
Indigenous	
Housekeeping - BC	Add "BC" to all mention of the Employment Standards Act
ESA	
Housekeeping - Pay	Update outdate language for Pay Equity and Job Evaluation
Equity/Job Evaluation	Committees
Duration of	Adopt Provincial Framework and term
Agreement &	
Provincial Framework	
Title Page	Add CUPE Local logo and land acknowledgement to title
	page
Additional Hours for	LOU to allow for a pool of additional hours for part-time
Part-time	Administrative Assistants
Administrative	
Assistants	Increase to Bue Driver Wage
LMA - Bus Drivers	Increase to Bus Driver Wage
LMA - Custodians	Increase to Custodian Wage
Remaining Local	Remaining funds shall go to District training for bus drivers
Table Allocation	LOLL for Minter Mark was allowed a specific resitions
Winter Work wear	LOU for Winter Work wear allowance for specific positions
Allowance	

MoA: Appendix B - Local Memorandum of Agreement

Agreed Lanuary 25, 2023.	
CUPE Local 4653	Board of Education of School District No. 60 (Peace River North)
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Dave Shipley	Crystal-Jessen
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Sarah Olsen 3.0.	Leah Reimer
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Bailey Van Der Meer	Madeleine Lehmann

Article 2.05 - Probationary Employee

Shall mean and include those employees employed in any position within the scope of this Agreement who have not yet worked forty-five (45) shifts. At minimum, one (1) meeting shall take place with the supervisor and the employee during the probationary period.

For School District 60: Peace River North

For CUPE Local 4653

Article 5.04 - Probationary Employee_ 9

The Board shall provide the Union with all necessary information relating to the following matters for employees within the Bargaining Unit:

- (a) By January 15th and June 15th of each year, eight (8) seniority lists, showing the names of each regular employee in order of seniority and stating the commencement date of employment. The Board will provide the Union with a seniority list showing the hours worked per week, when requested.
- (b) job postings;
- (c) names of Union members who apply for job postings within five (5) working days of the closing date;
- (d) hirings, discharges, transfers, suspensions, written warnings, resignations, leaves of absence, retirements and deaths, within five (5) working days of the occurrence;
- (e) financial and actuarial information and all other technical information and reports, records, studies, surveys, and directives required for collective bargaining purposes pertaining to Pension Plans.

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For School	istrict 60): Peace	River North

Article 5.15 - Shift Work re: Union Meeting

Afternoon shift employees will be allowed time off, with pay, to attend one (1) Union Meeting per month, excluding Executive Meetings, provided the employee ensures that this shift will be completed and the school building will be ready for the next day's regular activity. Time away will be reported on the monthly absentee sheet.

In certain schools designated by the Board, one employee will remain on shift. The application of this clause shall not cause the Board to incur any overtime liability.

For School District 60: Peace River North

Article 6.01

6.01 A Labour Management Committee shall be established consisting of the incumbent President, Recording Secretary and Chief Lead Shop Steward of the Union, plus a Union representative from each school district department

For School District 60: Peace River North

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Article 8.01 (d) - Layoff and Recall Procedures

Postings shall be available through the district website and at each location in accordance with 9.01(a).

Anda Illand	Gloneland	
For School District 60: Peace River North	For CUPE Local 4653	

Article 8.05 - Recall

Employees at the time of layoff will be notified of the date of recall. Employees who are laid off for an indefinite period, and recalled to work, shall be given at least three (3) weeks written notice of recall, by double registered mail addressed to the last known address of the employee. The employee must notify the Board, in writing, of the intent to return to work not later than two (2) weeks from the date of notice. It shall be the responsibility of the employee to keep the Board notified of their current address.

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For S	chool District	60: Péace Riv	ver North
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Article 9.01 (a) – Job Postings

Where a job vacancy occurs, the Board shall immediately notify the Union in writing and provide notices for posting on all Union bulletin boards. Postings in July and August will be online only. The closing date of such position will be no sooner than five (5) days from date of posting. Upon the expiration of the five (5) day posting, the position shall be awarded within the following five (5) days, where practicable. For the purpose of this clause, five (5) days referenced excludes weekends and stat holidays.

For School District 60: Peace River North

12/11/22

Article 9.01 (e) - Replacement Positions

Once a position has been vacated for longer than two (2) years (including Long Term Disability) by a regular employee or the regular employee has been placed on total and permanent disability, the position will be posted as a permanent position, if required. The two (2) year period shall be calculated from the first day of absence.

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For School District 60. Peace River North	For CUPE Local 4653	

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Article 9.05 - Trial Period

A regular employee who is the successful applicant shall be placed on a trail period for a period of forty (40) shifts worked. In the event the employee is not able unsuccessful, or does not wish to complete the limited training and familiarization or, trial period, they s/he shall be returned to their his/her former position and wage rate, without loss of seniority; and any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to his/her their former position, wage rate and without loss of seniority.

For School District 60: Peace River North

For CUPE Local 46

11.04 - Remuneration

For the purposes of computing overtime rates for personnel, the following conversion figures will apply:

Regular Day Shift	174 hours per month
Clerical & Educational Assistants	152 hours per month
Afternoon Shift	174 hours per month
Night Shift	174 hours per month

Strike Article

For School District 60: Peace River North

or CUPE Local 4653

Article 11.05 (b) - Time off in Lieu of Overtime

Instead of monetary payment for overtime and banked straight time, an employee may choose to receive time off at the overtime rate or straight time rate no later than the fiscal-school year (July 1 to June 30) in which it was accrued and at a mutually agreeable time. The time to be taken at the conclusion of the employee's next annual vacation. No more than five (5) days may be banked at one time and any overtime or straight time in excess of the five (5) days must be paid in each at the applicable rate. The hours for each of the five (5) days banked are based on the employee's current FTE.

For School District 60: Peace River North

Article 11.08 (b) - Travel Allowance

School District No. 60 (Peace River North) carries Excess Automobile Liability Coverage. in the amount of \$10,000,000.00.

The Excess Liability Coverage is in addition to the driver's own coverage. That is, in the event of an accident, should the Driver's insurance coverage be expended, the School District insurance will take over to the maximum covered under the School Protection Plan. a maximum of \$10,000,000.00.

In accordance with Article 11.08(a) of the Agreement, this coverage would apply to those individuals who receive authorization to use their personal vehicles on behalf of the Board.

For School District 60: Peace River North

Article 11.10 - Premium Pay

Employees shall receive an additional fifty (\$.50) cents-one dollar (\$1.00) per hour in addition to the regular rate of pay while performing work where the enclosed environment is such that a respirator must be worn as outlined in the WorkSafeBC Regulations with regard to health hazards.

Effective July 1, 2020 the premium will increase from fifty cents (\$.50) to one dollar (\$1.00).

Effective July 1, 2020 Employees shall receive an additional one dollar (\$1.00) in addition to their regular pay when assigned to do snow removal outside of their regular work hours.

Effective July 1, 2020 Head Custodians and Designated Custodians will receive a premium of an additional fifty cents (\$.50) when assigned to afternoon shifts.

For School District 60: Peace River North

Article 12.01 – Statutory Holidays

All casual and temporary employees shall receive Statutory Holidays within the provisions of the General Holidays Act BC Employment Standards Act.

For School District 60: Peace River North

12.01 – Statutory Holidays

All regular employees shall have the following statutory holidays off with pay:

New Year's Day Good Friday Easter Monday Victoria Day Canada Day

Remembrance Day Christmas Day Boxing Day Family Day

Thanksgiving Day

B.C Day Labour Day Truth and Reconciliation Day *

or any other day proclaimed by the Federal, Provincial or Municipal governments or the Minister of Education.

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

Ten (10) month employees who do not perform any work during the period from July 10th to August 10th in any year will not be entitled to Statutory Holiday B.C. Day unless so entitled by Provincial Statute.

For School District 60: Peace River North

For CUPE Local 4653

Article 13.02 – Annual Vacation with Pay

All employees must give adequate notice for annual vacation leave requests.

Adequate notice is considered to be at least three (3) days in advance.

Consideration shall be given to special circumstances.

For School District 60: Peace River North

Article 14.06/14.07 - Sick Leave – Regular Employees Working Less Thank 15 hours per week

14.06 WorkSafeBC When an employee is in receipt of payments from WorkSafeBC, regular pay is suspended.

Sick Leave - Regular Employees Working Less Than 15 hours per week

14.07 Employees are entitled to a proportionate percentage of one and one-half (1 1/2) days sick leave for every month of employment, to a maximum accumulation of 180 days, which may be claimed for any period of sickness, disability or medical or dental examination. The unused portion of an employee's sick leave shall accrue as a future benefit.

For School District 60: Peace River North

Article 14.08 - Sick Leave — Regular Employees Working Less Thank 15 hours per week

The Board will supply, on month end pay statements, a statement of accumulated sick leave on pay statements.

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For School District 60: Peace River North	For CUPE Local 4653	

Date

1219122

17.01 - Pregnancy Leave

Pregnancy Leave shall be granted to an employee who becomes pregnant and who shall:

- i) officially notify the Board of her pregnancy at least three (3) months before the expected date of birth:
- ii) or to an employee who becomes an adoptive parent. Maternity leave will be granted in accordance with Part 6 of the Employment Standards Act. Where a medical certificate is provided stating that a longer period of pregnancy leave is required for health reasons, the employer shall grant the required unpaid pregnancy leave in accordance with the Employment Standards Act.
- iii) Supplemental Unemployment Benefits

When a pregnant employee takes pregnancy leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the employee:

- a. Seventy-five (75%) percent of her current salary for the first one (1) week of the leave, where the employee is entitled to receive Insurance parental benefits.
- b. The difference between **eighty (80%)** seventy-five (75%) percent of her current salary and the amount of Employment Insurance parental benefits received by the employee, for a further sixteen (16) fifteen (15) weeks.

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For School District 60: Peace River North	For CUPE Local 4653
12/11/22 Date	

17.05 – Extended Pregnancy Leave

At the request of the employee, the employer may grant a period of up to twelve (12) calendar months unpaid extended maternity leave. This is to commence at the end of the regular maternity leave and must be requested in writing three (3) months in advance. Any written requests made less than three (3) months in advance will be considered. This leave is in addition to entitlements under the Employment Standards Act and as such is treated as a General Leave. At the completion of the extended leave, the employee shall return to their previous position, if available.

For School	istrict 60:	Peace	River	North	
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NEW Article 17.19 – Employment Standards Act Leaves

Any employee has the right to request any leaves that they are eligible for under the BC Employment Standards Act that are not included in this Collective Agreement

For School District 60. Peace River North	For CUPE Local 4653
1219122 Date	

NEW – Indigenous Cultural Leave Days

Article New - 17.20

Article Name: Indigenous Cultural Leave Days

Indigenous employees have a right to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

- 1. Indigenous employees are entitled to up to two days leave with pay per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.
- 2. A minimum of seven (7) days' notice is required for leave under this provision. Where seven (7) days' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.

For School District 60: Peace River North	For CUPE Local 4653	
12/9/22		
Date	vo.	

Article 18.01 - Medical and Health Insurance

The Extended Health Benefit Plan will be in accordance with the current benefit plan.

Extended Health Benefit Plan-

The Extended Health Benefit Plan shall include a travel rider and an eyeglass rider:

Travel Rider-Benefit

This provides travel for three (3) out of town medical referrals per calendar year for either the employee or an insured dependent. This plan also provides for a maximum of \$40.00 per day for commercial accommodation.

When the employee is the one going out of town for a medical referral, the Board will pay a per diem of \$75.00 per day in lieu of wages for full time employees and a prorated portion for part-time employees for a maximum of three (3) days per referral.

Visual Care Rider

Eligible expenses under this provision shall include charges for eye glasses or contact lenses and their fitting, up to a maximum of \$140.00 and a maximum of one such expense in any 2 consecutive calendar years, for each insured person.

For School District 60: Peace River North

Article 18.03 - Living Life Insurance Benefits

Employees who are terminally ill may apply for the living life insurance benefit as provided by the current benefits provider. for withdrawal of up to 50% of their life benefit or \$50,000, whichever is less. The amount withdrawn for the living life benefit will be deducted from the life insurance paid to the beneficiary (s).

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For School District 60: Peace River North	For CUPE Local 4653	

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Article 18.04 - Pension Plan

Upon completion of one year of service, employees working one half (1/2) time or greater, shall, as a condition of employment, participate in the Municipal Pension Plan. Employees who opted not to be covered by this plan prior to February 1, 2008, shall remain with the Standard Life Assurance Plan.

For School District 60: Peace River North

or CUPE Local 4653

Article 18.06

The Board may wish to tender the benefit package from time to time, but before any change is implemented, it will first be mutually agreed between the Parties.

For School District 60: Peace River North

Article 18.08 – Voluntary Registered Retirement Savings

The Board shall establish a Voluntary Registered Retirement Savings Plan as a monthly bi-weekly payroll deduction for all regular employees. The Board will have the right to choose the carrier for this plan.

For School District 60: Peace River North

Article 20 - Professional Development Fund

The Board shall contribute \$10,000 per contract year to a Professional Development Fund to provide professional development for members of Local 4653.

20.01 The Board's contribution shall be paid into a separate account under the administration of the Local by September 30th each year.

20.02 The fund and any interest earned is to be used solely for the purpose of professional improvement activities as approved by the Local.

20.03 The Local shall provide a <u>bank</u> statement to the Board annually by September 30th detailing expenditures of this fund <u>for the previous year</u> and showing that interest earned on this principal amount is used for professional development in the district.

For School District 60: Peace River North

For CUPE Local 4653

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Article 21.12 - Travel Allowance

A regular employee shall be eligible for a travel allowance pro-rated at 10% of the employee's annual gross salary to a maximum of \$5,000 per contract year. For income tax purposes, this allowance is deemed to be included in amounts outlined in the salary grid and will not be separated on the menthly pay slip. The accumulated travel allowance shall be reported in the appropriate box on the T-4 slip at the end of the year.

For School District 60: Peace River North

Article 21.13 - Steel-Toed Boots

21.13 Steel Toed Boots Safety Footwear

After the completion of the probationary period, the Board shall reimburse employees up to-\$75.00 \$225.00 per school year (July 1 to June 30), upon receipt toward the purchase of CSA approved steel-toed work wear safety footwear upon supervisory approval for use by the employee in the performance of his/her their duties. If the \$75.00 \$225.00 is not used, it may be carried over for one (1) school year. Increase effective July 1, 2020

For School District 60: Peace River North

Article 22 - HARASSMENT/SEXUAL HARASSMENT

Article 22 - DISCRIMINATION/HARASSMENT/SEXUAL HARASSMENT

22.01. General

- a. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from discrimination, harassment or sexual harassment.
- b. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of discrimination, harassment, verbal warning, written warning, transfer, suspension or dismissal.
- c. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of discrimination, harassment or sexual harassment which the complainant reasonably believes to be valid.
- d. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- e. 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.

For School District 60: Peace River North

For CUPE Local 4653

Article 22.02 – Definitions

- a. For the purpose of this article discrimination shall be defined as per Article 3.02
- b. 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.
- c. The definition of "sexual harassment" shall include:
 - 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 is rejected.

For School District 60: Peace River North

#3 Letter of Understanding – RE: Aboriginal Student Support Workers

Proposed Language:

Date

RE: Indigenous Aboriginal Student Support Workers

Preamble: It is understood that the Provincial funding for Indigenous Aboriginal Education Programs is are intended to support Indigenous aboriginal students in three distinct programs: Indigenous Aboriginal Language and Culture, Indigenous Aboriginal Support Services and Other Approved Indigenous Aboriginal Programs which improve the demonstrated success of Indigenous Aboriginal students. To this end it is deemed necessary to make every effort to have these programs staffed by individuals from Indigenous Aboriginal descent. If Aboriginal persons are not available, positions will not be filled.

It is therefore agreed that: The following individuals are grand-fathered and may continue to work as **Indigenous Aboriginal** Student Support Workers:

Sylvia Zettergreen

Dr. Kearney

Ongel

For School District 60: Peace River North

For CUPE Local 4653

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Appendices

Remove all mention of MONTHLY PAYROLL WILL BE BASED ON 21.75 DAYS PER MONTH.

For School District 60: Peace River North

or CUPE Local 4653

Crossing Guards/Bus Attendants Appendix

Inclement Weather Conditions Crossing Guards located at the Charlie Lake Elementary School will be paid \$20 a month \$10 per pay period worked, up to a maximum of \$200 per school year (July1 to June 30) for extra costs incurred for protection against inclement weather conditions.

Educational Assistant Appendix

Educational Assistants shall be paid in ten (10) equal monthly installments from September to June of each year.

Salary will be determined by the number of teaching days in the current school year per the Ministry of Education calendar, plus the Statutory Holidays that would be included in that term.

For School District 60: Peace River North

Maintenance Appendix - Apprentice

Upon successful completion of an apprenticeship, by mutual agreement, the apprentice will transition into a Journeyman position of that trade, should one be available. This transition does not require a posting of the Journeyman position.

employees are not entitled to a Journeyman position and will need to post into one.

In the event that there is no vacant Journeyman position the following will occur:

- If the apprentice has only ever held an apprentice position, the apprentice will be considered terminated
- If the apprentice held a position within the bargaining unit before taking the apprentice position the apprentice will return to their previous position. If their previous position is unavailable, the apprentice will go into layoff and are eligible for the bumping provisions as per Article 9.11

For School District 60: Peace River North	For CURE Local 4653	
FOI SCHOOL DISTRICT BU. Peace River North	ibi conf. Local 4033	
12/9/22. Date		

Rate Schedule

**For Educational Assistants, Aboriginal Student Support Workers, Crossing Guards, Bus Attendants, Lunch Period Monitors, Youth Care Workers, Settlement Workers in Schools, and Hall Monitors—as per contract language in the applicable appendices, monthly rates are based on Ministry of Education calendar (plus statutory holidays).

For School District 60: Peace River North

For CUPE Local 465

Housekeeping – Gender Neutral Language

Replace all mentions of his/her with their Replace all mentions of s/he with they Replace all mentions of him/her with them

Or other Gender Neutral Language as fits the sentence

For School District 60: Peace River North

Housekeeping – Change to Aboriginal

Change all mentions of "Aboriginal" to "Indigenous"

For School District 60: Peace River North

North for CUPE Local 4653

Housekeeping – BC ESA

Add BC to all mention of "Employment Standards Act"

For School District 60: Peace River North

or CUPE Local 4653

Housekeeping - Pay Equity Committee and Job Evaluation Committee

Change all mention of Pay Equity Procedural Committee to Job Evaluation Committee
Change all mention of Pay Equity Procedural Committee to Pay Equity Committee
11.03 (b)

Where an employee feels s/he is incorrectly classified or that his/her existing job duties are substantially changed or the volume of work increased, s/he may file a request for further review through the Job Evaluation Committee Pay Equity Procedural Committee in conjunction with the Pay Equity Committee Ratings committee.

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For School District 60: Peace River North	For CUPE Local 4653	

Duration of Agreement & Provincial Framework

Adopt the provincially agreed upon dates for the term of the Collective Agreement and adopt the provincial Framework agreement

For School District 60: Peace River North

For CUPE Local 4653

Title Page

The District agrees to have both the District and Local logos on the title page. However, we propose that they are side by side.

The District proposes the following Land Acknowledgement:

"We respectfully acknowledge the Tsaa Che' Ne Dane and Dane-zee within Treaty 8. They are the traditional keepers of this land and we give thanks to them for allowing us to reside, work and play on their traditional territory."

For School District 60: Peace River North

Labour Market Adjustment - Bus Drivers

Effective July 1, 2022 an increase of one dollar and twenty-five cents (\$1.25) per hour shall be applied to the Bus Driver wage.

Effective July 1, 2023 an increase of one dollar and fifty cents (\$1.50) per hour shall be applied to the Bus Driver wage.

Effective July 1, 2024 an increase of two dollars (\$2.00) per hour shall be applied to the Bus Driver wage.

For School District 60 Peace River North

For CUPE Local 4653

Labour Market Adjustment - Custodians

Effective July 1, 2022 an increase of fifty cents (\$0.50) per hour shall be applied to the Custodian wage.

This does not apply to Head Custodians, Designated Custodians, or the Custodial Working Foreman.

For School District 60 Peace River North

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#5 Letter of Understanding

BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4653

RE: Winter Clothing/Work wear Allowance

Effective July 1, 2022, after the completion of the probationary period, the Board shall reimburse employees in eligible positions up to \$100 per school year, upon receipt toward the purchase of winter clothing/work wear upon supervisory approval for use by the employee in the performance of their duties.

Effective July 1, 2024, the amount eligible for reimbursement shall be \$200 per school year.

Unused amounts cannot be carried forward.

Eligible positions are as follows:

- Delivery Person
- Electrician
- Working Foreman Facilities
- Working Foreman Grounds
- Plumber/Gasfitter
- Labourer
- Mechanic

- Transportation Working Foreman (provided their trade is Mechanic)
- Stores/Locksmith
- Trades without Ticket
- Joiner
- Carpenter
- Utility Person

This Letter of Understanding is in effect from July 1, 2022 to June 30, 2025. Nothing in this Letter of Agreement prevents it from being discussed at the next Local Bargaining table.

For School District 60: Peace River North

#6 Letter of Understanding

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4653

RE: Additional Hours for Part-time Administrative Assistants

Effective July 1, 2022 a pool of additional hours shall be available to all part-time Administrative Assistants. Part-time is defined as any Administrative Assistant who is scheduled to work less than seven (7) hours per day. The use of these additional hours must be approved by the immediate Supervisor prior to the time being worked.

The additional hours available per school year shall be as follows:

- July 1, 2022 to June 30, 2023: 150 hours
- July 1, 2023 to June 30, 2024: 200 hours
- July 1, 2024 to June 30, 2025: 200 hours

While these additional hours are available to all part-time Administrative Assistants, priority will be given to Clearview, Taylor, and Baldonnel.

This Letter of Understanding is in effect from July 1, 2022 to June 30, 2025. Nothing in this Letter of Agreement prevents it from being discussed at the next Local Bargaining table.

For School District 60: Peace River North

For CUPE Local 4653

Remaining Local Table Allocation

Any and all remaining Local Table Allocation funds shall be allocated to District training opportunities for Bus Drivers. If the funds are not utilized by the end term of this agreement they will go towards the CUPE Local 4563 Professional Development fund.

For School District 60: Peace River North

For QUPE Local 4653