COLLECTIVE AGREEMENT

Between

THE BOARD OF EDUCATION

School District No. 42 (Maple Ridge-Pitt Meadows)

School District 42
Maple Ridge & Pitt Meadows
Learning Today, Leading Tomorrow

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Local 703

SCHOOL DISTRICT EMPLOYEES
CUPE SCFP
MAPLE RIDGE-PITT MEADOWS
LOCAL 703

JULY 1, 2025 TO JUNE 30, 2029

The Canadian Union of Public Employees, Local 703 and the Board of Education of School District 42 acknowledge that we are privileged and honoured to operate on the historical, traditional, shared, and unceded territories of the Katzie First Nation and the Kwantlen First Nation.

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This Agreement made and entered into

BETWEEN: The Board of Education of School District No. 42 (Maple Ridge-Pitt Meadows), hereinafter called the "Board",

Party of the First Part

AND: The Canadian Union of Public Employees, Local 703, chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress, hereinafter called the "Union",

Party of the Second Part.

PREAMBLE

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

(a) To maintain and improve the harmonious relations and settled conditions of employment between the Board and the Union;

(b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;

(c) To encourage efficiency in operation;

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

(e) To recognize that the principle of pay equity shall apply, regardless of sex;

(f) To acknowledge that the implementation of this Agreement shall in no case operate to lower the wages paid to any employee;

(g) To recognize that wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party, or parties, hereto so require;

(h) To recognize the annotations found throughout this Agreement are for reference and ease of understanding and are not legal components of the Agreement;

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 "Employee" shall mean a person who is an employee as defined in the Labour Relations Code of British Columbia.

1.2 "Regular Employee" shall mean an employee, full or part time, who has successfully completed the probationary period and who is employed on a regular basis. A regular employee shall be entitled to all benefits according to the terms and conditions of this Agreement.

1.3. "Time Duration Employee" shall mean an employee who is engaged through post-and-fill to augment the regular staff or who is employed on a special project of limited duration of sixty (60) working days or more. As agreed in Article 14.5.5, time duration positions posted to fill vacancies as a result of employees on extended leave of absence shall be posted to cover the whole period of absence. Such period of time may be extended by mutual consent of both parties in writing.

1.4 "Probationary employees," including time duration employees, shall mean an employee serving a one-time probationary period of sixty (60) working days in accordance with Article 8.5 and during this period shall be subject to dismissal on one (1) days' notice, subject to Statutory Regulations. A probationary employee, including time duration employees, shall be entitled to all benefits according to the terms and conditions of the Agreement, applicable to their employment status.

1.5 "Casual Employee" means an employee hired on a day-to-day basis (on call). Casual employees may have posted positions of less than sixty (60) days or be assigned to a set schedule for less than thirty (30) days.

1.5.1 All casual employees, with the exception of those identified in 1.5.2, shall be called out in order of seniority.

1.5.2 Casual Clerical call outs shall be done in order of seniority for planned absences of five (5) consecutive working days or more.

Casual Clerical call outs shall be done by rotation for absences of less than five (5) working days.

1.6 "Seniority" is defined as the length of service in the bargaining unit.

1.7 "Emergency" shall be defined as a serious situation or occurrence that happens unexpectedly and demands immediate action.

1.8 "Harassment" occurs when someone takes an action towards an employee that they knew or reasonably ought to have known would cause the employee to be humiliated or intimidated.

1.9 "Discrimination" occurs when an employee covered by this agreement is treated differently and poorly based on any of the prohibited grounds as set out in the B.C. Human Rights Code.

The definition shall include discrimination based on any of the prohibited grounds as set out in the B.C. Human Rights Code.

ARTICLE 2 - MANAGEMENT RIGHTS

The Management of the Board's operations and the direction of the workforce is vested exclusively in management, subject to the provisions of the Collective Agreement.

The Board retains all rights to manage its business and direct the workforce subject only to the specific provisions of this Collective Agreement.

In addition, Management shall have the right to determine the size and number of the workforce in the active employ of the Board, from time to time, and to select and promote its employees subject to the specific provisions of the Collective Agreement, and to discipline or discharge employees for proper cause provided that this shall in no way prejudice the right of any employee to grieve any matter in accordance with this Agreement.

Management shall exercise its rights in a fair and respectful manner.

ARTICLE 3 - UNION RECOGNITION

3.1 The Board recognizes the Canadian Union of Public Employees, Local No. 703, as the sole and exclusive collective bargaining agency for all of its employees, save and except those excluded by the Labour Relations Code of British Columbia, and hereby consents and agrees to negotiate with the Union concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.2 Employees of the Board whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in emergency situations when regular and/or casual employees are not available and the Union will be notified as soon as possible.

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

3.4 Bulletin Boards

The Board shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to place notices of meetings and such other notices as may be of interest to the employees.

3.5 Internal Mail

Where no operational difficulties are created, the Union may use at no cost, the District courier service, email system, and the employee mail boxes for communication to bargaining unit members. The Union shall be responsible for distribution of material into the designated delivery boxes, slots, etc.

3.6 Employee Status/Volunteers

It is agreed that no regular employee will be replaced, laid off or suffer a reduction in hours of work as a result of a volunteer doing the employee's work.

The Board, the Union, and all employees agree to maintain positive relationships with volunteers. It is agreed that all problems or grievances related to the Board's volunteers, whether individually or collectively, will be restricted to formal channels, namely the employee's supervisor or the grievance procedure.

3.7 New Employee Onboarding and Orientation Sessions

A staff Onboarding session, for all new employees, shall be provided by the Board to acquaint new employees with the basic operations of the district and shall be mandatory. Employees shall be compensated for their actual time in attendance at the Employer's session to a maximum of two and a half (2.5) hours. An opportunity shall be made available to representatives of the Union to meet their new members following the Onboarding session at no cost to the Board.

Employees subsequently attending a New Employee Orientation session will be compensated for their actual time in attendance at the session to a maximum of one and a half (1.5) hours.

The time in attendance at the Onboarding or New Employee Orientation sessions shall be considered hours worked and shall be added to any dispatch on those days, not to exceed eight (8) hours.

The Union shall be notified seventy-two (72) hours in advance of all Onboarding sessions.

ARTICLE 4 - UNION SECURITY

All employees of the Board, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. All employees, on date of hire, shall be required to sign an application for Union membership and an authorization for deduction of Union dues.

The Board agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or Bylaws of the Union. The Union agrees to advise the Secretary-Treasurer of the Board of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Secretary-Treasurer of the Board, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted, together with a list of those employees from whom such deductions were made. Such deductions are to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.

ARTICLE 5 - COMMITTEES

5.1 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Board or a committee of the Board without written authorization of the Union. Accordingly, the Union will supply the Secretary-Treasurer of the Board or designate with the names of its officers, and similarly the Secretary-Treasurer of the Board or designate will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

5.2 Labour Management Committee

5.2.1 A Labour Management Committee shall consist of not more than three (3) members appointed by the Board and not more than three (3) members appointed by the Union, supplemented from time to time by a resource person as required. The Union shall endeavour to have representation from each of the employee groups and will advise the Secretary Treasurer of the Board or designate of the Union nominees to the Committee, and likewise the Secretary Treasurer of the Board or designate will advise the Union of the Board nominees to the Committee.

5.2.2 Function of Labour Management Committee

The Committee shall concern itself with the following general matters:

a) Issues arising from interpretation of the Collective Agreement (but not grievances).
b) Considering constructive criticisms of all activities so that better relations shall exist between the Board and the employees.
c) Improving and extending services to the School District through communication.
d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
e) Correcting conditions causing grievances and misunderstandings.
f) Promoting of professional development and in-service opportunities.

5.2.3 Meetings of Committee

The Committee shall meet within thirty (30) calendar days at the request, in writing, of either party at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

5.2.4 Chairperson of the Meeting

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

5.2.5 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

5.2.6 Jurisdiction of Committee

The Committee shall not supersede the activities of any other committee of the Union or of the Board and does not have the power to bind either the Union or its members or the Board to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Board with respect to its discussions and conclusions.

5.3 Negotiating

5.3.1 Board's Negotiating Committee

The Board's Negotiating Committee will be comprised of a core group of Secretary Treasurer or designate and five (5) representatives of the Board supplemented from time to time by resource persons as required.

5.3.2 Union's Negotiating Committee

The Union's Negotiating Committee will be comprised of five (5) members of CUPE, Local 703 and the Union National Representative or designate supplemented from time to time by resource persons as required.

5.3.3 Function of Negotiating Committee

All matters which may concern either party pertaining to collective bargaining or in connection with the interpretation of the Collective Agreement shall be referred to the Negotiating Committee as per Article 23 of this Agreement.

5.3.4 Technical Information

For the purpose of joint bargaining, the Board shall disclose to the Union readily available material and information, such as payroll records and other related data.

5.4 Additional Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board, and likewise the Board shall have the same right to engage outside assistance.

5.5 Cost Responsibility

The parties agree that Labour Management Committee and Negotiating Committee meetings are defined in Article 5.2 and 5.3.

Cost Responsibility:

- Leaves of absence for CUPE, Local 703 employees to attend and participate in Labour Management Committee and Negotiating Committee meetings shall be shared between the parties on the basis of seventy five percent (75%) by the Board and twenty five percent (25%) by the Union. Up to one (1) hour for preparation purposes for Labour Management Committee shall be provided, if necessary, and considered to be Labour Management Committee time.

- Leaves of absence by CUPE, Local 703 employees to attend meetings exclusively of CUPE, Local 703 members for purposes of organizing, discussing, or preparing for Labour Management Committee or Negotiating Committee meetings as defined in Article 5.2 and 5.3 that do not involve participation by Board representatives shall be at one hundred percent (100%) cost to the Union.

- Employees involved with leaves of absence as referred to above shall continue to be paid by the Board. The Board shall issue billing to the Union to recover the appropriate amount for leaves of absence, and the Union shall reimburse the Board within thirty (30) days of issue of invoice.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Application

In the event that a dispute arises concerning the interpretation, application, operation or any alleged violation of this agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether any matter is arbitrable, such difference or dispute shall be settled through the grievance and arbitration procedure without stoppage of work.

Where the grievance is initiated as a result of a suspension or dismissal, the grievance will commence at Step 2.

Either the Board or the Union may submit a policy grievance at Step 3 of the grievance procedure.

Commencing at Step 2 all grievances and replies shall be in writing.

All grievances, disciplinary, and/or investigation meetings will be held during normal hours of work and shall be at no loss of pay to the grievor(s) or the Union representative in attendance as outlined below:

- One (1) Union representative shall attend any Step 2 grievance meetings called by the Board.
- One (1) Union representative shall attend any disciplinary and/or investigative meetings called by the Board.
- Up to three (3) representatives of the Union to attend Joint Grievance Committee meetings.

In addition, the Board will pay for one (1) Union representative to attend arbitration/mediation hearings up to the number of hours identified in Article 10.1.

Step 1:
An employee who has any concern is expected to raise it initially with their supervisor and, if still unsatisfied after such discussion, shall, with a Shop Steward, take it up as a grievance with the employee's supervisor within ten (10) working days of the date the employee(s) or the Union first became aware of the incident giving rise to the grievance.

If within five (5) working days the grievance is not settled to the satisfaction of the employee or the Union, the Union may submit the written grievance to the Secretary Treasurer of the Board.

Step 2:
The Secretary Treasurer of the Board or designate shall respond within five (5) working days of receipt of the written grievance with their decision.

If the grievance is not settled to the satisfaction of the Union, the Union may submit the grievance to the Joint Grievance Committee within five (5) working days of the decision being received.

Step 3:
The Joint Grievance Committee, consisting of up to three (3) Union representatives and up to three (3) Board representatives, supplemented from time to time by a resource person as required, shall meet within ten (10) working days of the request for a meeting. The Committee shall hear the grievance and a decision shall be provided within ten (10) working days.

If the grievance is not settled to the satisfaction of the Union, the grievance may be submitted to Arbitration within thirty (30) calendar days of the Joint Grievance Committee decision.

6.2 Arbitration

6.2.1 Arbitration Procedure

The parties shall appoint a single arbitrator that will be determined based on mutual agreement of the parties.

6.2.2 Authority of Arbitrator

The decision of the arbitrator with respect to the dispute shall be final and binding upon the parties, but in no event shall the arbitrator have the power to alter, modify, or amend any part of this Agreement in any respect.

6.2.3 Payment of Expenses

The compensation and expenses of the arbitrator shall be borne equally by the Union and the Board.

6.2.4 Expedited Arbitration

The parties shall determine, by mutual agreement, those grievances suitable for expedited arbitration. Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month. The location of the hearings is to be agreed by the parties.

All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations. (Brown and Beattie may be cited rather than tabling full arbitrations.) Documents to be tabled at the arbitration shall be exchanged at least five (5) working days prior to the arbitration.

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

The decision of the arbitrator shall be completed and mailed to the parties within ten (10) working days of the hearing. The decision shall include a brief written explanation of the basis for the conclusion.

The parties shall equally share the costs of the fees and expenses of the arbitrator.

The expedited arbitrator, who shall act as sole arbitrator, shall be selected by mutual agreement of the parties.

The expedited arbitrator shall have the same powers and authority as an arbitrator established under the B.C. Labour Relations Code. The decision of the arbitrator shall be final and binding on the parties. It is understood that the parties shall not appeal the decision. All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

All settlement of proposed expedited arbitration cases made prior to the hearing shall be without prejudice and shall not be referred to by either party in any subsequent proceeding.

If the arbitrator or the parties mutually conclude at the hearing that the issues indicate a complexity or significance not previously apparent so as to require further consideration by the parties, the case shall be referred back to the parties for reconsideration and the regular arbitration process.

6.3 Extension of Time Limits

Wherever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties in writing. For the purpose of this article, "working days" shall exclude Saturdays, Sundays and statutory holidays.

6.4 Presence of Union Representation

An employee shall have the right to have Union representation present at any discussion with supervisory personnel that the employee believes might be the basis of disciplinary action. When a supervisor, manager or Principal/Vice-Principal interviews an employee and the interview may result in discipline, the Board representative will advise the employee of such possibility at the commencement of the interview. The Union President, or designate, shall be notified in advance of any disciplinary meetings including the nature of the issue.

The employer shall notify the Union President, or designate, the name of an employee who is under investigation, prior to investigation meetings involving Human Resources.

ARTICLE 7 - SENIORITY

7.1 Definition

Seniority is defined as the length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference or priority for promotions, transfers, demotions, layoffs, recall, permanent reduction of the workforce, and as set out in other provisions of this Agreement.

7.2 Time Duration and Casual

7.2.1 Employees on time duration assignments, according to Article 1.3, are entitled to seniority from their first day of hire provided there has been no break in service or lay-off and the employee successfully completes the probationary period. School breaks, when work is not available, will not be considered a break in service.

7.2.2 For the purpose of applying for posted vacancies, time duration employees shall commence earning seniority when they have passed their probationary period. After successfully completing their probationary period, seniority shall be backdated to the date of hire.

7.2.3 For the purpose of applying for postings, casual employees shall be given seniority after completing ninety (90) working days provided that there has been no break in service. Upon completion of ninety (90) working days, seniority shall be backdated to date of hire.

7.2.4 For purposes of this section, a break of service is non-availability for a period greater than two (2) consecutive weeks per annum.

7.3 Temporary **Exempt Appointments**

Employees temporarily **appointed** to positions outside the scope of the Collective Agreement in accordance with Article 15.3 shall continue to accrue seniority without interruption **and shall be on a full leave of absence from the CUPE bargaining unit for the duration of the appointment. During such period, the employee will not participate in Union activities or matters where their involvement could create a real or perceived conflict. The appointment outside the bargaining unit shall not exceed a twenty-four (24) month period.** Such employees shall return to their former positions at the end of the temporary **appointment.**

7.4 Seniority List

The Board shall maintain seniority lists showing the date upon which each employee's service commenced. The sequence of seniority for employees with identical dates of hire shall be determined by the date and time of the application for employment. Up-to-date lists shall be sent to the Union on or about March 31, July 15 and December 31 each year, with one additional copy of the lists sent if required.

7.5 Loss of Seniority

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

An employee shall only lose their seniority in the event that:

(a) They are discharged for proper cause and are not reinstated.

(b) They resign, but they shall not lose their seniority in the event that they are rehired or reinstated within thirty (30) days of their resignation.

(c) They are absent from work in excess of three (3) working days without sufficient cause or without notifying the Board, unless such notice was not reasonably possible.

(d) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Board informed of their current address.

(e) They are laid off for a period longer than one (1) year.

(f) They are promoted to a continuing exempt position.

ARTICLE 8 - PROMOTIONS AND STAFF CHANGES

8.1 Job Postings

8.1.1 When a vacancy occurs or a new position is created, Human Resources shall notify the Union in writing and post notice of the position on the District's website for a minimum of seven (7) calendar days. It is agreed between the parties that, should the necessity arise, the vacancy or new position may be filled on a temporary basis for a period not exceeding thirty (30) working days; however, due to unusual circumstances this period may be extended by mutual consent.

It is recognized that during the months of July and August all staff vacancies shall continue to be posted on the District **website**.

8.1.2 When hours are increased, the additional hours shall be offered to the part-time employees in that classification within the school/department in descending order of seniority. Failing acceptance, the additional hours shall be posted.

8.1.3 Vacancies exceeding thirty (30) working days shall be posted in accordance with Article 8.1.1.

8.1.4 Lateral transfer is defined as posting to a time duration position of the same classification and rate of pay as the position currently occupied by the employee. Lateral transfers will only be permitted if the transfer is to a position of six (6) months or longer in duration or where the transfer would result in more than a fifty percent (50%) increase in the employee's hours of work. Upon completion of the time duration posting the employee will return to their regular position.

For the purpose of this article "rate of pay" shall be defined as the wage received by the employee the day after the posting closing date and shall take into consideration any shift differential being received by the employee. If the addition or elimination of a shift differential results in a different "rate of pay", the transfer is not considered "lateral".

8.1.5 School term time duration positions posted to fill temporary vacancies as a result of employees on medical leave, maternity/adoption/parental leave or on extended leave, shall be posted to cover the period of absence until the end of the school year or the return of the incumbent, whichever is sooner. Twelve (12) month time duration positions to fill temporary vacancies will be posted for the entire duration of the leave. Should the employee decide to return to work early from one of the above noted leaves and notifies the Board in writing two (2) weeks prior to their revised return to work date, such employee will return to their former position.

8.2 Posting Notice

Posting notices shall contain the following information: nature and location of position; qualifications; required knowledge and education; skills; shift; wage or salary rate or range, with reference, where applicable, to the Job Description.

8.3 Appointments

In making promotions and transfers, the required knowledge, ability and skills for the position as outlined within the Job Description shall be the primary consideration, and where two or more employees are qualified to fill the position, seniority shall be the determining factor. Both parties recognize the principle of promotion within the service of the Board and that job opportunity shall increase in proportion to length of service.

8.4 Union Notification

The Secretary-Treasurer of the Board or designate shall notify the Union **President** in writing within ten (10) working days, when an employee is hired, promoted, demoted, transferred, laid off, recalled, has resigned, reprimanded, suspended, terminated, has had a legal name change, deceased or has had their status changed for any other reason.

The Board shall provide the Union **President** and all worksites with a list of all successful posted applicants on a monthly basis.

8.5 Probationary Period

All employees, including time duration employees, shall serve a probationary period of sixty (60) working days during their first assignment to a posted position of sixty (60) working days or more and during this period shall be subject to dismissal on one day's notice.

Provided it has consulted with the Union, the Board may extend a probationary period for a further period not to exceed forty-five (45) working days. The Union and the employee shall be advised of the cause of the extension.

8.6 Disciplinary Action

If the Board deems it necessary, the Board will conduct an inquiry process into the disciplinary issues in a fair and reasonable manner.

If, as a result of disciplinary action, an adverse report is placed in an employee's Personnel file, the employee shall receive a copy of such report and shall acknowledge the receipt of this report in writing. The Union will be copied on any adverse reports.

Before any action is taken by the Board, the employee shall be given forty eight (48) hours' notice of any disciplinary meeting and advised of their right to representation as per Article 6.4.

Upon completion of an investigation, any disciplinary action to be taken by the Board shall be communicated in writing to the employee and the Union and shall contain the reason(s) for the decision. The employee's written reply, if any, shall become part of the employee's record.

If the Union and the employee(s) affected disagree with the decision of the Board, the dispute may be referred to Article 6 Grievance Procedure. Where an investigation has been concluded and no discipline is to be implemented, all related material shall be removed from the employee's Personnel file other than resulting Letters of Direction/Expectation.

Any record of reprimand or warning shall be destroyed after eighteen (18) working months.

8.7 Access to Personnel File

The employee has the right to request access to and review their personnel file. No items may be removed from the file at the time of viewing; however, the employee may request copies of items in the file.

8.7.1 Viewing will be by prior appointment.

8.7.2 The file normally may be viewed not more than four (4) times per calendar year, but may be viewed at any time an employee files a grievance.

8.7.3 The viewing will be done in the presence of an official from the Human Resources Department. If so requested, a Union Representative may be present at no cost to the Board.

8.7.4 The employee must produce adequate identification to the designated official.

8.7.5 The employee may challenge the validity of any item contained in their Personnel file in writing and this shall become part of the file.

8.7.6 All items contained in an employee's file shall be dated.

8.7.7 The Board agrees that there will be only one Personnel file maintained for each employee.

8.7.8 The Union and the Board agree that the Board will maintain a confidential health file for each employee, separate from the contents of, but within the Personnel file. Information contained in the health file will be treated as confidential Personnel File information.

8.8 General Transfers

Where the Board and the Union agree in writing, an employee(s) may be transferred in situations where there is mutual benefit to the employee(s) and the school(s) involved.

ARTICLE 9 - LAYOFF AND RECALL

9.1 Definition

9.1.1 A layoff shall be defined as a reduction in the workforce or a reduction/increase in the hours of work of an employee. However, every effort shall be made to ensure, as near as possible, that an employee's hours are maintained.

The incumbent employee has the option to:
(a) Accept the reduction/increase and remain in the position, or
(b) Receive notice of layoff and exercise seniority rights as per Article 9.4/9.5 - Bumping Process, or Article 9.6 - Recall, or Article 9.9 - Severance Pay Due to Layoff.

9.1.2 A reduction of a twelve (12) month position to a ten (10) month position or the change of a position from a ten (10) to a twelve (12) month position shall be deemed a layoff.

9.1.3 In cases where employees are engaged in more than one position, each position shall be treated separately subject to Article 9.1.1 above. Should layoff notice be issued, such employees may only exercise bumping rights where the bump will not affect the employee's position(s) that are not affected by layoff.

9.2 Notice

The Board will keep the Union informed of anticipated layoffs and provide all available information as to positions affected and timing of layoff. Employees who are to be laid off shall be notified ten (10) working days prior to the effective day of layoff or shall be awarded pay in lieu thereof unless a greater period of notice is required by legislation.

For school term employees, layoff notices shall not be served during the regular school closure periods in normal circumstances. Should unforeseen circumstances arise and notice be served such that the notice period would occur during a normal school closure period, the

employee will be entitled to payment in lieu of the required notice period at their regular rate of pay as if notice had been served during scheduled work periods.

If the school term employee is unsuccessful in obtaining a position through the bumping procedure by the first working day in September, the Board will then pay the specified percentage in lieu of notice.

9.3 Role of Seniority

Both parties recognize that job security shall increase in proportion to seniority. An employee, upon notice of layoff, may exercise their right to bump on a seniority basis. This right shall include the right to bump up.

9.4 Bumping Process

9.4.1 The Union and the Board each will appoint two (2) members who shall serve as representatives on an ad hoc committee for consultation purposes during the bumping process. The Union will be provided with notice of all layoffs and relevant seniority lists prior to the bumping procedure taking place.

9.4.2 An employee who has been served with layoff notice or who is to be bumped shall inform the Board in writing within five (5) working days of their intentions. After five (5) working days any change in the employee's intentions shall not be recognized.

9.4.3 Where an employee elects to exercise their bumping rights, the Board will investigate as to choices available; however, prior to implementation and reassignment of a position, the Board will consult with the Union and the employee.

9.4.4 The selection of available positions for the purpose of bumping shall be as per Article 8.3 of this Collective Agreement.

9.4.5 Recognizing the provisions of Article 8.3 and Article 9.3, of this Collective Agreement, both parties agree that during the bumping process an attempt can be made to select available positions in the inverse order of seniority.

9.5 Bumping Process - Instructional Support Employees

The bumping process for Instructional Support group employees shall be set out as follows:

(a) For the Instructional Support employee group during the school year, employees who receive layoff notice shall:

(1) Be offered in seniority order, provided they have the required qualifications, vacancies within the Instructional Support group provided the vacancy has equal or greater hours and equal or greater wage rate. An employee may choose a vacancy of less hours or less wage rate, if the employee so desires. Employees in this sub-clause have full rights to participate in the "Year End Shuffle" if they so choose.

(2) If there are no vacancies, the employee will be placed on the casual list and benefits will be maintained for two (2) months. Employees in this sub-clause have full rights to participate in the "Year End Shuffle" if they so choose; or

(3) Exercise their option to bump out of the Instructional Support group per Article 9.4.5.

(b) For the Instructional Support employee group, the "Year End Shuffle" shall be defined as the layoff of instructional support staff and the resulting potential movement of staff. The ad hoc committee referred to in Article 9.4.1 will meet in May of each year to discuss the process, exchange information, prepare for the "Year End Shuffle" and will endeavor to minimize disruption resulting from the bumping procedure.

A "window" shall be determined by the Board in consultation with the Union and will take into consideration the number of layoffs, the number of vacancies, hours of each position, any specialized position requirements and seniority.

Instructional support employees who have been laid off as per Article 9.1.1 shall meet as a group at a scheduled instructional support bump meeting. Employees participating in the "Year End Shuffle" shall be reimbursed for mileage costs and time spent attending the bump meeting.

The "Year End Shuffle" process shall proceed as follows:

(1) All vacancies identified for the following September will be posted and filled according to Article 8. Any vacancies not filled will be added to the "window" and provided as part of the options available at the "Year End Shuffle" bump meeting.

(2) After the positions in Article 9.5(b)(1) above have been filled, employees who receive layoff notice and still remain subject to layoff, shall pursue options as follows:

a) Be offered vacancies and/or bumping opportunities, in seniority order provided they have the required qualifications.

Available options in the "window" will include vacancies and/or positions that have equal or greater hours and equal or greater wage rate. An employee may choose a vacancy or a position of less hours or less wage rate if the employee so desires. If both a position and vacancy of equal hours is available at an employee's desired location then the employee will be offered the vacancy.

b) Exercise their option to bump out of the Instructional Support group per Article 9.4.4.

9.6 Recall

For a period of one (1) year after time of layoff, employees shall be advised of any vacancy which may occur and shall be given the opportunity for re-employment pursuant to Article 8.1 and 8.3.

Employees who are unwilling or have been unable to obtain a position during the one (1) year of layoff shall be terminated.

Employees who have been recalled on a temporary basis, shall have their layoff period of one (1) year extended by the period of time they have been temporarily employed.

New employees will only be hired after those employees who have been laid off are given first opportunity to post into vacancies, provided however, that provisions of Article 8.3 are met in terms of appointment to vacant positions.

9.7 Benefits

During periods of layoff the Board will continue to provide medical and dental coverage for up to twelve (12) months after time of layoff if the employee requests in writing such a continuation of coverage and pays the full premium.

9.8 Normal School Closure

It is not the intent of these layoff and recall procedures that regular school term employees are allowed to bump other employees during normal school closure periods.

9.9 Severance Pay Due to Layoff

A regular employee who is laid off from the service of the Board in accordance with Article 9, may elect to receive severance pay at any time during the first sixty (60) calendar days from the effective date of layoff.

Upon the acceptance of severance pay all rights of the employee under the Collective Agreement are terminated.

The amount of severance pay shall be as follows:

9.9.1 Employees with less than one (1) year of continuous full time equivalent service - 0%.

9.9.2 Employees with over one (1) year of continuous full time equivalent service and up to two (2) years will receive 0.8% of annual salary for each year, prorated for partial service years based on completed months of service.

9.9.3 For each additional completed year after two (2) years of continuous full time equivalent service up to five (5) years will receive l.6% of annual salary for each year, prorated for partial service years based on completed months of service.

9.9.4 For each additional completed year after five (5) years of continuous full time equivalent service will receive 3.2% of annual salary for each year, prorated for partial service years based on completed months of service.

The maximum amount of severance pay shall not exceed the equivalent of six (6) months of annual salary.

Annual salary shall be defined as wages earned and regular hours assigned at time of layoff based upon fifty-two (52) weeks per year for twelve (12) month employees and forty-four (44) weeks per year for school term employees.

Full time equivalent shall be defined as fifty-two (52) weeks per year, forty (40) hours per week for maintenance and custodial staff and thirty-five (35) hours per week for administrative and instructional support employees.

Please refer to Appendix **B** for sample calculations.

ARTICLE 10 - HOURS OF WORK

10.1 Regular Hours

10.1.1 Administrative and Instructional Support Employees

The hours of work for Administrative and Instructional Support employees, except as provided in Article 10.2, shall not be more than eight (8) consecutive hours per day, Monday through Friday inclusive. Administrative and Instructional Support employees shall be paid for all hours required to work beyond their assigned hours for the purpose of consultation or other tasks as authorized by the school's Principal or their designate.

10.1.2 Custodial Employees

The hours of work for regular full-time Custodial employees, except as provided in Article 10.2, shall be eight (8) consecutive hours per day, fifty-two (52) weeks per year, Monday through Friday inclusive. During times when schools are not in session (winter, spring, summer breaks), the Manager may reassign the work location(s) of Custodial staff to meet operational needs.

In order to meet operational needs, the Board may create custodial positions with a schedule other than twelve (12) months to augment regular full-time staff. This language is not intended to reduce or replace any twelve (12) month custodial positions through the creation of new positions.

District Custodians posted out of Maintenance will be assigned to a home school and will be provided with the same rights as other custodians posted to that school. From time to time, at the request of the Manager, they may be required to provide custodial services to sites other than their home school.

The parties agree that where a school requires one or more custodians, each full-time equivalent position shall be posted as an eight (8) hour position. For example, if a school is allocated 1.5 FTE custodians, one shall be an eight (8) hour position.

When more than one part-time Custodial positions are contemplated that amount to 1 FTE, a full-time position will be created whenever possible.

10.1.3 Maintenance and Grounds Employees

The hours of work for Maintenance/Grounds employees, except as provided in Article 10.2, shall be eight (8) consecutive hours per day, fifty-two (52) weeks per year, Monday through Friday inclusive.

10.2 Irregular Hours

Operational requirements may require a work week other than a Monday through Friday week. Where an employee is required to work on a Saturday and/or Sunday, as part of a posted assignment or when a Casual employee replaces an employee regularly scheduled to work on a Saturday and/or Sunday, the following conditions shall prevail:

10.2.1 The employee shall receive the Saturday/Sunday premium.

10.2.2 The employee shall have two (2) consecutive days off in each seven (7) days and provided that, where such employees are required to work their regular hours on a statutory holiday, the Board shall grant holiday time or pay in lieu in proportion to the hours worked.

If an employee is required to work on the day off given them in lieu of a statutory holiday, they shall be paid their regular pay for the statutory holiday and double their regular rate of pay, exclusive of the Saturday/Sunday premium, for all normal hours worked on such day off. Any overtime worked on such a day shall be paid at the applicable overtime rate.

10.2.3 A casual employee may waive the right to two (2) consecutive days off as long as they receive thirty-two (32) consecutive hours free from work each week. Casual employees shall receive double the regular wage for time worked during the thirty-two (32) hour period the employee would otherwise be entitled to have free from work.

10.3 Shift Hours

10.3.1 Day shift shall be any eight and one-half (8-1/2) consecutive hours inclusive of one-half (1/2) hour unpaid meal break between the hours of 6:00 A.M. and 5:00 P.M.

10.3.2 Afternoon shift shall be any eight and one-half (8-1/2) consecutive hours inclusive of one-half (1/2) hour unpaid meal break between the hours of 12:00 noon and 12:00 midnight.

10.3.3 Graveyard shift shall be any eight and one-half (8-1/2) consecutive hours inclusive of one-half (1/2) hour unpaid meal break between 11:00 P.M. and 8:00 A.M.

10.3.4 Where an employee reports to work and no work is available, such employee shall be paid for a minimum of two (2) hours and, in the event the employee commences work, a minimum of four (4) hours shall be paid.

10.3.5 Notwithstanding Article 10.3.2 and 10.3.3 above, employees who are required to remain on the premises for security reasons shall work eight (8) consecutive hours inclusive of a one-half (1/2) hour paid meal break.

10.3.6 Notwithstanding Article 10.3.1, 10.3.2 and 10.3.3 above, all existing maintenance and custodial employees as of February 1, 1994 who work eight (8) hours inclusive of a one-half (1/2) hour paid meal break shall continue to do so until they vacate their classification.

10.4 Overtime

10.4.1 No employee shall be required to work beyond their regular hours of work without the appropriate rate of compensation.

10.4.2 Overtime shall first be authorized by the supervisor concerned.

10.4.3 For all employees, overtime shall be paid for all work in excess of eight (8) hours in each working day and for all work in excess of forty (40) hours in each working week.

The overtime rate shall be time and one-half the employee's regular hourly rate of pay for each of the first two (2) hours worked in excess of eight (8) hours in any one day and double the employee's regular hourly rate of pay for each hour worked in excess of ten (10) hours in any one day or in excess of forty-eight (48) hours in any one working week.

10.4.4 All work performed on Saturdays and Sundays by employees other than employees whose work week ordinarily includes Saturdays and Sundays shall be paid at overtime rate.

10.4.5 Overtime rate for work performed on Saturdays, Sundays and statutory holidays shall be double the employee's regular hourly rate of pay.

10.4.6 Notwithstanding Article 10.1, the employee whose work week may include Saturdays or Sundays shall be paid overtime after the first eight (8) hours of work on the basis of double time for all overtime on their regular working days and provided further, that where such employee is required to work on the day that would be designated as their equivalent to either Saturday or Sunday, such employee shall receive the applicable overtime rate.

10.4.7 Overtime will be offered on the basis of seniority in the following order:

- site based employees within the classification
- bargaining unit employees within the classification.

10.4.8 Every employee shall have the option to take time off equivalent to the appropriate overtime rate in lieu of overtime payment. This accumulated overtime must be used at a mutually convenient time, subject to the work at hand, and shall be requested by the employee in writing. Overtime, accumulated but not used by June 30th, shall be paid out in cash by July 31st.

10.4.9 In the event an employee is requested to participate in an overnight activity, that employee shall be entitled to one (1) day off with pay for each overnight worked. It is expected that time will be taken off when students are not in session.

10.5 Call Out

Call-out shall be defined as any situation when an employee is called to work outside of their regular hours of work without twelve (12) hours' notice. This call must be made by an excluded supervisor however, in cases of emergency, as per Article 1.7, or when an excluded supervisor is not available to make a call, bargaining unit employees may call-out employees.

Not less than two (2) hours at said overtime rates shall be paid when an employee is called to work after regular working hours or on Saturdays, Sundays or statutory holidays.

Any employee called in to work on a statutory holiday shall receive double time for all hours worked in addition to their regular rate of pay.

All regular employees shall be paid a minimum of two (2) hours at applicable overtime rates when they are called back to work after completing their regular hours of work or if they are called in to work prior to starting their regular hours of work.

10.6 Break Periods

Employees working for seven (7) hours or more per day shall be permitted a rest break of fifteen (15) consecutive minutes in both the first and second half of the day. Employees working a minimum of three (3) consecutive hours shall be permitted one (1) fifteen (15) minute rest break.

With the exception of employees covered by Articles 10.3.5 and 10.3.6, employees working five (5) hours or more per day shall receive a minimum one-half (1/2) hour unpaid meal break. Employees may be able to combine their rest and meal breaks with the approval of their supervisor. Rest breaks and meal breaks shall be scheduled into the work day and are not intended to shorten the length of the work day.

10.7 Temporary Change of Shift

Forty-eight (48) hours' notice shall be given before a temporary change of shift or a change in the hours of a shift. If said forty-eight (48) hours' notice has not been given, overtime rates will be paid during the first forty-eight (48) hours of the new shift for the hours worked which were not included in the work hours of the previous schedule. The above noted forty-eight (48) hours' notice does not apply to casual or part-time employees on casual call-out lists.

Failure to provide at least ten (10) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period. If a temporary change of shift is made to accommodate custodian(s) attendance at activities scheduled on non-instructional days or to perform regular custodial activities on non-instructional days, payment of overtime will be required only if there is less than eight (8) hours rest between shifts. If a temporary change of shift or a change in the hours of a shift is made to accommodate an employee, the above noted overtime rates or rest period will not apply.

The regular shift changes for custodial employees from afternoon shift to day shift at the commencement of school breaks and from day shift to afternoon shift at the termination of school breaks will not require the above noted notification nor will overtime rates apply.

The provisions of this clause shall not apply in the event of emergencies beyond control of the Board.

The word "temporary" shall be defined as a period not to exceed ninety (90) calendar days in any calendar year and is limited to Article 10.7. This period may be extended by mutual consent.

10.8 Banking Additional Hours

The parties agree that employees normally scheduled to work less than seven (7) hours or eight (8) hours per day and required to work more than their normal hours may "bank" additional hours provided that there is no additional cost to the Board and provided such additional hours are approved by the Principal, Supervisor or Manager, under the following conditions:

- The employee requires the approval of the Principal, Supervisor or Manager to work and bank additional hours. Banked additional hours and the approval of such shall be recorded on the employee timesheet.

- The employee may "bank" up to a maximum of eight (8) hours' time to be taken either on Non Instructional Days (NID) with the approval of the Principal/Supervisor/Manager or on a day mutually agreed to by the Principal/Supervisor/Manager and the employee.
- Banked time for 10-month employees will be used during the school year in which it is earned. Employees working a 10-month school term and "banking" time during the months of May and June must ensure that a NID remains or they have mutual agreement with the Principal/Supervisor/Manager to take the "banked" time off prior to the end of the school year.

If an employee is normally scheduled to work less than seven (7) or eight (8) hours on a twelve (12) month basis or where a school is operated on a 12-month calendar (i.e. Kanaka Creek Elementary) either on a single-track system or more than one track system, employees will ensure that their "bank" is empty on June 30th of each year or the end date of the school year for the program, whichever is later.

When the employee takes such "banked" time either on a NID or at a mutually agreed time the employee must note on the timesheet that they are deducting "banked" time.

10.9 Split Shifts

No employee shall be required to work a split shift at anytime.

10.10 Non-Instructional Day Training

All regular employees and those posted to time duration assignments with regularly scheduled hours falling on non-instructional days shall work or attend training activities on non-instructional days with pay up to their scheduled work hours for the day as approved or directed by their supervisor. Such training shall not be unreasonably denied.

10.10.1 Employee Development Committee

An Employee Development Committee, consisting of not more than four (4) representatives of the Board and not more than four (4) representatives of the Union, shall meet a minimum of two (2) times per year to plan for non-instructional day training initiatives. Training opportunities shall support employee development and enhance their skills, knowledge and abilities aligned with personal growth and organizational objectives. The purpose of the committee is to ensure employee input is reflected in the District's training initiatives.

The cost for Union participation at these meetings shall be shared between the parties on the basis of a seventy-five percent (75%) cost to the Board and twenty-five percent (25%) cost to the Union.

ARTICLE 11 - STATUTORY HOLIDAYS

11.1 All employees shall receive pay for the following statutory holidays:

New Year's Day	Labour Day
Family Day	**National Day for Truth and Reconciliation**
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day

Canada Day Boxing Day
B.C. Day

and any other day proclaimed by the Federal and/or Provincial Government.

11.2 An employee on leave of absence without pay shall not be entitled for statutory holidays which fall during the period of leave unless that employee has worked the last scheduled day before or the first scheduled day after the statutory holiday.

11.3 An employee, either on sick leave or on leave of absence without pay and who is in receipt of income from other sources shall not be eligible for statutory holiday entitlement.

11.4 An employee on sick leave qualifies for statutory holiday pay within a period of twelve (12) months from the first day of sick leave.

11.5 An employee on layoff but temporarily recalled for work shall be entitled to statutory holiday pay if they have worked the last scheduled day before or the first scheduled day after the statutory holiday.

11.6 To qualify for statutory holiday pay, all new employees shall have worked for the Board at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the statutory holiday.

11.7 When any of the above-noted statutory holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay, at a time mutually agreed upon between the supervisor or other authorized representative and the employee.

11.8 Casual employees shall be paid for statutory holidays if the employee has worked for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the statutory holiday.

11.9 Time Duration employees shall be paid for statutory holidays outlined in Article 11 if the employee has worked for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the statutory holiday.

11.10 Regular 10-month school term employees shall receive the BC Day statutory holiday provided the employee returns to work after the summer break and upon signing a declaration testifying that:

1. They have not been in receipt of wages from another employer or agency on the date in question, and
2. They have not been in receipt of employment insurance benefits on the day in question.

11.11 School term employees working at a "year round" school (i.e. Kanaka Creek Elementary) shall receive payment for statutory holidays that fall during school breaks, provided the employee returns to work after the quarterly break and upon signing a declaration testifying that:

1. They have not been in receipt of wages from another employer or agency on the date in question, and
2. They have not been in receipt of employment insurance benefits on the day in question.

ARTICLE 12 - ANNUAL VACATIONS

12.1 Vacation Year

The vacation year is defined as July 1st to June 30th. Vacation days accrued during this time period are to be used in the following vacation year.

12.2 Entitlement and Length of Vacation Period

12.2.1 The following language applies to employees who became regular employees on June 1, 1995 or later:

(a) For the purposes of this Article only, the calendar year of service and the vacation entitlement calculation shall be based on their personal anniversary date.

(b) The vacation entitlement shall be calculated effective with the ending of the last complete pay period in the vacation year.

12.2.2 The following language applies to employees who were regular employees on May 31, 1995:

(a) For the purposes of this article only, the calendar years of service and the vacation entitlement calculation shall be based on the vacation year July 1– June 30.

(b) Employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at May 31, shall be considered to have completed their first calendar year of service.

During their first calendar year of service, employees shall accrue one (1) working day for each completed month of employment or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accrued working days at the employee's regular rate of pay or four percent (4%) of the employee's previous year's annual gross earnings, whichever is greater.

After completion of two, three, four, five, and six continuous calendar years of service, employees shall receive an annual vacation of fifteen (15) working days at their regular rate of pay or six percent (6%) of their previous year's annual gross earnings, whichever is greater.

After completion of seven, eight, nine, ten, eleven, twelve and thirteen continuous calendar years of service, employees shall receive an annual vacation of twenty (20) working days at their regular rate of pay or eight percent (8%) of their previous year's annual gross earnings, whichever is greater.

After completion of fourteen, fifteen, sixteen, seventeen, eighteen and nineteen continuous calendar years of service, employees shall receive an annual vacation of twenty-five (25) working days at their regular rate of pay or ten percent (10%) of their previous year's annual gross earnings, whichever is greater.

After completion of twenty, twenty-one, twenty-two, twenty-three and twenty-four continuous calendar years of service, employees shall receive an annual vacation of thirty (30) working days at their regular rate of pay or twelve percent (12%) of their previous year's annual gross earnings, whichever is greater.

After completion of twenty-five or more continuous calendar years of service, employees shall receive an annual vacation of thirty-five (35) working days at their regular rate of pay or fourteen percent (14%) of their previous year's annual gross earnings, whichever is greater.

VACATION ACCRUAL/ENTITLEMENT **SUMMARY TABLE**		
Completed Years of Service	**Days**	**Percentage**
Less than 1 year	1 day/month to maximum of 10	4%
1	10	4%
2 to 6	15	6%
7 to 13	20	8%
14 to 19	25	10%
20 to 24	30	12%
25 or more	35	14%

Vacation entitlement for employees who change the number of hours of work during the course of the year shall be calculated on a pro rata basis.

Vacation must be taken in no less than one-half (1/2) day increments.

Vacation entitlement must be taken in full each year.

For 12-month employees, where the percentage calculation of vacation is greater than the value of the days' entitlement, the difference shall be added to the payment of regular earnings by July 31 of each year, subject to employees scheduling and taking their full vacation entitlement. Only in circumstances where less than one-half (1/2) day vacation is the total amount remaining in an employee's accrued vacation bank, will such accrual be permitted to be taken as vacation time or paid out by June 30.

12.3 Request for Vacation

On or before May 1st of each calendar year, employees shall submit their requests for annual vacations, and on or before May 31st of each calendar year, the supervisor shall approve the scheduling of annual vacations for employees, subject to the work at hand. **Vacation** scheduling shall be agreed with the supervisor, and, in the event agreement cannot be reached, seniority shall be the determining factor provided the request(s) were submitted prior to May 1st. New vacation requests or changes to existing, approved vacation after May 1st will be considered, subject to the work at hand, on a first-come, first-serve basis and will be responded to by the supervisor within fourteen (14) days of receipt of such request. Failure to respond to the vacation request within the time frames indicated shall constitute approval of the vacation request.

12.4 Change of Vacation

Where an employee has made arrangements for an annual vacation which has been approved by their supervisor and subsequently such employee is required by their supervisor, due to emergent conditions, to change such vacation period, then the employee shall be granted one (1) additional week of vacation with pay in addition to their regular entitlement and with reimbursement of all costs incurred due to such change.

12.5 Statutory Holiday During Vacation

When a statutory holiday falls or is observed during an employee's annual vacation, that employee shall be granted an additional day's vacation for each statutory holiday in addition to their regular vacation time.

12.6 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee and their supervisor, or other authorized representative.

12.7 Payment of Wages

Employee's pay for the annual vacation to which the employee is entitled shall be paid bi-weekly in accordance with Article 15.1.

Where an employee has mutually agreed with the supervisor to take their annual vacation entitlement in one unbroken vacation period or any combination of five (5) consecutive working days, payment for the employee's annual vacation shall be in accordance with the foregoing paragraph.

12.8 School Term Employees

School term employees shall have their vacation pay calculated in accordance with the percentage indicated in Article 12.2 and as per Article 15.2, and the amount so calculated shall be added to and included with the payment of regular earnings.

School term employees who fall under Article 12.2.1 will be eligible to receive their incremental increases in vacation entitlement for the complete pay period in which their personal anniversary date occurs following completion of the applicable number of years of continuous service with the Board.

School term employees who fall under Article 12.2.2 will be eligible to receive their incremental increase in vacation entitlement in their first pay period following July 1st.

12.9 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the employee's option. To benefit from the provisions of this clause, an employee shall provide a notarized affidavit or medical certificate attesting to the sickness or bereavement.

12.10 Employees Holding Part Time 10-Month and 12-Month Positions

Employees who have a part-time school term position and a part-time 12-month position shall accrue vacation in accordance with Article 12.1 and 12.2. Article 12.8 will not apply in these circumstances.

ARTICLE 13 - SICK LEAVE PROVISIONS

13.1 Definition

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

13.2 Accrual

All employees, upon completion of the probationary period, shall be granted one and one-half (1 1/2) days sick leave with pay for every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave to a maximum of one hundred and eighty (180) days sick leave for their future benefits.

13.3 Payment

Payment of accumulated sick leave for employees whose service is terminated by death or permanent disability, or who retire from service with the Board shall be the amount of sick leave to their credit after a minimum of four (4) years of continuous service.

In the event of death, the value of the accumulated sick leave shall be paid to the employee's named pension beneficiary. If there is no designated beneficiary, the amount shall be paid to the estate.

When an employee reaches the age of fifty-five (55) they shall be entitled to payment of all their accumulated sick leave upon retirement.

13.4 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, they shall not accrue sick leave credit for the period of such absence, but shall retain their cumulative credit.

13.5 Family Sick Leave

A regular employee may draw from their accrued sick leave bank a maximum of six (6) days per annum during the illness of an immediate member of their family (spouse, including common-law or same-sex partner, parent, grandparent, grandchild, child, sibling) or to such person as the employee has the responsibility as on-going care-giver, where no other adequate care is available, provided such employee has notified their supervisor.

13.6 Deductions

A deduction shall be made from accumulated sick leave of all hours (exclusive of holidays) absent for sick leave as defined. This includes absences for medical/dental appointments.

13.7 Proof of Illness

13.7.1 An employee may be required to produce a certificate from a certified medical practitioner for any illness, certifying that such employee is unable to carry out their duties due to illness or noncompensible accident. The Board must have just cause

when requesting that a CUPE employee produce a medical certificate. The Board deems just cause to exist in the following circumstances:

(a) The employee has been off ill for an extended time (i.e. five (5) consecutive days) during the calendar year.

(b) The employee has been off ill on more than four (4) occasions during the calendar year where no medical certificate has been provided. An occasion will be defined as one (1) or more consecutive days off due to illness (i.e. an illness of ten (10) consecutive days would be considered one (1) occasion).

(c) The employee is exhibiting a pattern of absences during a calendar year (i.e. off ill every second Tuesday or off ill just before or just after a statutory holiday on a number of occasions).

13.7.2 Such certificate shall include an indication of the nature of the illness and an indication of when the certified medical practitioner expects that the employee will be able to return to work on a regular and consistent basis. If an employee requests accommodations to the duties and/or worksite, the medical limitations must also be outlined in the certificate. If any costs for producing such certificate have been incurred, they shall be reimbursed upon receipt of invoice.

13.7.3 Where such certificate is not produced when requested, no sick pay shall be provided.

13.8 Records

A record of all unused sick leave will be kept by the Secretary-Treasurer of the Board or designate. After the close of each calendar year, and prior to June 30th, each employee shall be advised of the amount of sick leave accrued to their credit.

ARTICLE 14 - LEAVE OF ABSENCE

14.1 Temporary Union Business

The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board, attend Labour Management Committee or Negotiating Committee meetings, or attend meetings dealing with grievances, they shall suffer no loss of pay for time so spent.

Employees, representing the Union in the bargaining process, who are on other than day shift, shall be granted the equivalent time off from work without loss of pay.

The Board agrees to administer the payroll for Union representatives who are on leave for temporary union business or union duties described in Article 14.2. The Union agrees to reimburse the Board for all costs incurred within thirty (30) days of receipt of an invoice from the Board.

14.2 Union Duties

It is agreed that official representatives of the Union be granted leave of absence without pay for each such representative to attend Union conventions or perform any other function on behalf of the Union and its affiliation, provided not more than six (6) Union representatives shall be away at any one time and where the employee gives their supervisor forty-eight (48) hours'

notice where possible. Such requests for Union leave of absence will not be unduly withheld, however the Union recognizes the right of the Board to limit such leaves subject to operational and/or emergency requirements.

The Union shall provide the Director of Human Resources with a written list of the names of all elected/appointed Union officers. The parties acknowledge that the list may change from time to time and the Union will give an updated list when that occurs.

14.3 Leave of Absence for Union or Public Duties

14.3.1 The Board recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Board shall allow leave of absence and it shall be without loss of benefits for a period not to exceed thirty (30) calendar days so that the employee may be a candidate in federal, provincial or municipal elections.

Upon written request, this period shall be extended for another thirty (30) days provided the employee pays the full benefits premiums applicable.

14.3.2 An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their term of office.

14.3.3 An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority. Such leave shall be renewed each year, on request during their term of office. Upon return from leave of absence, the employee will be returned to the position held prior to their release. In the event the position has been eliminated Articles 8 and 9 shall apply.

The Board agrees to administer the payroll for the employee elected or selected for a full-time position with the Union and the Union agrees to reimburse the Board for all costs incurred.

14.3.4 An employee who is elected or selected for a part-time position with the Union, or any body with which the Union is affiliated, shall be granted a part-time leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during their term of office.

Where such employee holds a full-time instructional support position and is on a part-time leave of absence and accesses day-to-day Union leaves per Article 14.2 to perform Union duties, a time duration posting will be created annually on a full-time basis. In the event the incumbent is not required to replace the Union representative, the individual will be reassigned.

14.4 Bereavement Leave

A regular employee shall be granted a maximum of five (5) days leave without loss of wages in the case of the death of spouse (including common-law or same sex partner) and/or child and three (3) days leave without loss of wages in the case of the death of parent, **sibling**, **parent**-in-law, **child**-in-law, **Indigenous** Elder, grandparent or grandchild. Three (3) days leave without loss of wages shall be granted in the case of the death of any relative who has been residing in the same household for a period of not less than one year.

Where the burial occurs outside the Lower Mainland, such leave may include reasonable traveling time not to exceed seven (7) consecutive days' leave of absence without pay.

An employee shall be granted one-half (1/2) day without loss of wages to attend a funeral or memorial service provided that the employee has the consent of their supervisor.

14.5 General Leave

The supervisor may grant reasonable leave of absence without pay and without loss of seniority to any employee requesting such leave. Requests shall be in writing and be approved by the supervisor. Where such leave is not granted, a reason will be provided.

An extended leave of absence without pay and without loss of seniority may be granted **to** an employee upon written request as follows:

14.5.1 The leave shall be taken for periods which coincide with a school term or school year or part thereof which meet the staffing demands and work requirements of the department in question.

14.5.2 Only the first four (4) months of such absence during a calendar year will be countable for determining the number of years of service for severance payments.

14.5.3 There shall be no accrual of sick days during the period of leave.

14.5.4 During the employee's absence the Board will continue all benefit coverage if the employee requests in writing such a continuation of coverage and pays the full premium, save and except that employees shall not be eligible to continue Municipal Pension Plan benefits during the period of leave.

14.5.5 Upon completion of a leave of absence of four (4) months or less, or if the leave was granted for the purpose of upgrading qualifications, and/or for an education program approved by the Board for a period not to exceed twelve (12) calendar months, the employee shall return to their former position. For longer periods the employee shall be appointed to the first vacant position for which the employee is qualified.

14.6 Unpaid Medical Leave

Employees who:

- have exhausted their sick bank; or
- have no sick bank; and
- are not yet eligible for Long Term Disability benefits; and
- are unable to return to work;

must submit a "Request for Leave of Absence" form indicating "Medical Leave - Unpaid". Relevant medical information will be submitted to the Human Resources Department and will be maintained in the employee's confidential health file. Medical updates must be provided upon request. Employees on an approved Medical Leave or Long Term Disability who are returning to work within twenty-four (24) months shall return to their former positions. For longer periods, the employee shall be appointed to the first vacant position for which the employee is qualified.

14.7 Jury Duty or Court Witness Duty

The supervisor shall grant leave of absence without loss of seniority to an employee who serves as a juror or a subpoenaed witness. The Board shall pay such an employee the difference between their normal earnings and the payment they receive for such service, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

14.8 Maternity, Parental and Adoption Leave

14.8.1 Terms and Conditions of Maternity, Parental and Adoption Leave

An employee may be entitled to maternity, parental and/or adoption leave without pay, from the date of separation from employment, but not for more than the maximum periods stipulated for these respective leaves in the current BC Employment Standards Act. All the terms and conditions of the BC Employment Standards Act Part 6, Section 50, Maternity Leave and Section 51, Parental Leave, or as amended from time to time, shall apply and in addition, the following provisions and procedures apply to Maternity Leave, Parental and Adoption Leave.

14.8.2 Maternity, Parental, and Adoption Leave Procedures

(a) An employee applying for leave under Article 14.8.1 shall provide the Board with an anticipated date of return to work.

(b) An employee who has been granted maternity/adoption leave and fails to contact the Human Resources Department in writing within four (4) weeks prior to the anticipated expiry of the leave so that mutually convenient arrangements may be made for a return to employment, shall be considered to have permanently separated from employment.

(c) An employee on maternity or adoption leave who has notified the Human Resources Department of an intention to return to work pursuant to paragraph (b) and who subsequently suffers any incapacitating illness which prevents a return to work at the time intended shall be entitled to be paid sick leave benefits commencing on the first working day on which the employee would otherwise have returned to work provided there are sufficient sick leave credits and provided that the employee produces to the Human Resources Department a disability certificate duly completed by an attending physician.

(d) An employee who applies for and is granted maternity or adoption leave shall be reinstated in the position previously occupied by the employee provided the employee returns to work as stated in paragraph (a) above.

(e) An employee who wishes to return to work before the date stated in paragraph (a) above, shall return under the provisions of Article 14.8.3 (c) below for the period up to the date stated.

(f) An employee on maternity leave or adoption leave shall continue to accrue seniority.

14.8.3 Extended Parental Leave

(a) An employee who is on leave under Article 14.8.1 and who wishes to extend that period beyond the anticipated date as stated in Article 14.8.2(a) may be granted a period of a combined maximum leave, inclusive of Article 14.8.1, of up to twenty

four (24) months. A parent who does not have access to the leaves in Article 14.8.1 may be granted leave under Article 14.5 General Leave for a period of up to twelve (12) months.

(b) Leave shall commence on completion of the maternity/parental/adoption leave date as agreed upon between the employee and the Board. The employee and the Board shall agree on a date which is a suitable date for return to work.

(c) Article 14.8.2 (b) and (c) of maternity/parental/adoption leave above and Article 14.5 of General Leave shall apply.

14.8.4 An employee who is granted maternity and adoption leave shall be entitled to continued benefits coverage while taking a leave for a period as stipulated in the Employment Standards Act. An employee who is granted parental leave, coverage of benefits shall continue excepting Municipal Pension Plan benefits if the employee requests such continuation of benefits coverage and pays the full premium.

14.9 Cultural Leave Days

First Nations, Metis or Inuit employees are entitled to up to two (2) days leave with pay per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language. Sufficient notice is required for leave under this provision to address operational requirements.

14.10 Domestic or Sexual Violence Leave

Employees have access to leave respecting domestic or sexual violence as per the BC Employment Standards Act.

ARTICLE 15 - PAYMENT OF WAGES AND ALLOWANCES*

* Refer to Letter of Understanding Re: Premium for Oral Interpretation and Braille

15.1 Pay Days

The Board shall pay wages bi-weekly on a Friday for the pay period ending the previous Saturday. In the event that a pay day occurs on a statutory holiday employees shall be paid on the preceding day that the financial institutions are in operation. Every pay day each employee shall be provided with an itemized statement of wages, deductions, accumulated sick time, accrued overtime hours, additional banked hours, and available vacation hours.

15.2 Part-Time Employment

Regular part-time employees shall receive the wage rates, conditions of employment and perquisites specified in this Agreement on a pro rata basis according to their hours of work.

15.3 Temporary Assignments

When a supervisor temporarily assigns an employee to perform the primary duties of a higher paying position at an hourly rate of pay, the employee shall immediately receive the rate for the job for a minimum of four (4) hours or for the actual time worked in the higher rated job, whichever is greater. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid, from the beginning of the temporary assignment, not less than ten percent (10%) above the highest paid employee to be supervised or not less than ten percent (10%) above the assigned employee's regular classification, whichever is greater, for the time worked in the temporary assignment. In each assignment the employee and the union shall be notified in writing in advance of the temporary assignment.

15.4 Mileage Allowance and Business Insurance

15.4.1 Employees who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed in accordance with Board policy at the reasonable per kilometer allowance prescribed by the Canada Revenue Agency (CRA). This includes travel on Board business between work sites as required on a regular basis. Mileage reimbursement is not intended for employees who have posted to more than one (1) site as opposed to positions that encompass more than one (1) site.

15.4.2 Any employee who is required to use their personal vehicle for official Board business as a consequence of their work assignment is solely responsible for determining and maintaining proper insurance coverage.

15.4.3 Where the Board requires an employee using their own vehicle to travel, and the degree of such travel requires, under ICBC Regulations, the driver to have "Business" coverage, the employee shall be required to purchase "Business" coverage and shall be reimbursed by the Board for the extra cost of "to and from work" coverage based on the following:

(a) Third party liability coverage of $2,000,000, collision coverage with $200 deductible and $100 deductible comprehensive;
(b) The rate of insurance premium in Article 15.4.3(a) will assume the four (4) year safe driver discount, except where new residency to B.C. is involved which does not provide the necessary four (4) year record to qualify for the discount;
(c) Verification of business insurance coverage in the minimum amount referred to in Article 15.4.3(a) must be filed with the Secretary Treasurer's office before payment is made;
(d) Payment will be processed in the normal fashion when all these regulations are satisfied and shall be made in one lump sum to the employee.

15.5 Traveling Time

Traveling time required by an employee, in the performance of their duties for the Board, shall be considered as a part of normal hours of work.

Employees directed to start their shift at a district site, other than the one assigned, shall be considered to have begun their work day and be entitled to payment of mileage and travel time between assigned sites.

15.6 Education Allowance

The Board shall pay the tuition, books and materials costs of any course of instruction required by the Board for an employee to better qualify them to perform their job upon successful completion of the course.

The Board shall pay any costs of employee initiated courses of instruction that are identified and approved prior to commencement of course.

15.7 Shift Differential

Employees working on scheduled hours on afternoon shift shall receive a shift differential equal to an amount of three percent (3%) of their hourly wage rate for every hour so worked.

Employees working on scheduled hours on graveyard shift shall receive a shift differential equal to an amount of six percent (6%) of their hourly wage rate for every hour so worked.

Employees who are granted leave of absence or who are on sick leave or compassionate leave or on statutory holidays shall have their rate of pay for the time off calculated using the rate of the last working shift.

15.8 Premium Pay

15.8.1 Cleaning Sewage Plants

Employees shall receive an additional twenty-five cents ($0.25) per hour in addition to their regular rate of pay while cleaning sewage plants when draining is required.

15.8.2 Spray Painting

A premium equal to an amount of six percent (6%) of the hourly wage rate shall be paid **to** painters while engaged in spray painting for every hour so worked.

15.9 Bilingual Requirements*

Employees in positions with bilingual language (e.g. French) requirements, where the job rating does not already factor in the second language, shall receive a premium equal to four percent (4%) of the hourly wage rate for every hour so worked.

15.10 First Aid Allowance

Employees designated by the Manager, Health & Safety, the responsibility of First Aid Attendant at work sites, and who hold a valid WorkSafeBC Occupational First Aid (OFA) Level 2 Certificate shall be paid an annual allowance of $1000. If more than one (1) employee at a school location is certified, they may choose to share the responsibilities of First Aid Attendant and the annual allowance, providing there is mutual consent, in writing, from the Board, the Union and the employees concerned. Employees so designated will provide the Principal, Human Resources, and the Manager, Health & Safety with a copy of their WorkSafeBC Occupational First Aid (OFA) Level 2 Certificate upon designation and upon renewal of the Certificate.

15.11 Saturday/Sunday Premium

Employees in positions with regularly scheduled hours of work on Saturday and/or Sunday shall receive an amount equal to eight percent (8%) of the hourly wage rate for every hour worked on Saturday and/or Sunday.

15.12 Field Safety Representative (FSR)

The Field Safety Representative (FSR) certificate may be carried by an Exempt staff member or a contractor. In the event that a member of the bargaining unit is required by the Board to apply their FSR certificate to maintain the School District Electrical Operating permit, such employee will receive an allowance of $1,500 annually. Bargaining unit members required to maintain the School District Electrical Operating permit will be covered by the terms and conditions of the Employer's liability insurance.

15.13 Swimsuit Reimbursement

The Board recognizes that participating in a regularly scheduled swimming program may cause wear and tear and chlorine damage to swimsuits. Therefore the Board and the Union agree that Education Assistants and Child and Youth Care Workers in continuing or time duration positions who are required by the Employer to participate in a regularly scheduled swimming program as outlined in a student's Individual Education Plan (IEP) will, on a without prejudice or precedent setting basis to any other group, be reimbursed for the cost of a swimming suit up to a maximum of $50 per school year. Chosen swimsuits must be appropriate for the school setting and proof of purchase must be provided to the Board.

ARTICLE 16 - JOB CLASSIFICATIONS

*Refer to Letter of Understanding Re: Pay Equity (Gender Neutral Job Evaluation)

16.1 Job Descriptions

16.1.1 The Board agrees to draw up job descriptions for all positions for which the Union is bargaining agent. The job description, including wage rate, shall be presented to the Union and shall become the recognized description and wage rate unless the Union presents written objection, including items of contention, within thirty (30) days.

16.1.2 Where the Union files written objection, the description will be referred to the Joint Job Evaluation Committee.

16.1.3 The Board has the right to create and fill new positions, in accordance with Article 8 of the Collective Agreement, and temporarily set rates of pay. Such rates shall be subject to final negotiation between the parties.

A new position is a position which has:

- no existing job description with no incumbent currently performing the duties; or
- a position occupied by an incumbent whose duties and responsibilities do not fall within an existing job description.

16.1.4 After six (6) months from the appointment of an incumbent to the position, the incumbent and the Supervisor shall review the job description. Any updated job information shall be submitted to the Joint Job Evaluation Committee. Where required, the Committee shall revise the job description and the Committee shall rate the position according to the procedure.

(a) If the position is rated at a pay grade higher than the temporary pay rate, the incumbent's rate of pay shall be adjusted retroactive to the date of appointment to the position.

(b) If the position is rated at a pay grade lower than the temporary pay rate, the incumbent's rate of pay will be adjusted to the lower rate at the beginning of the new pay period following notification by the Committee.

16.1.5 Existing job descriptions shall not be eliminated or changed without prior agreement with the Union.

16.2 Reclassification

16.2.1 When the duties or responsibilities in any position are changed and, as a result of this change, the work assignment does not correspond in general terms with the job description, or when the Union, supervisor and/or the employee feels a position is incorrectly classified, the matter shall be referred to the Joint Job Evaluation Committee for consideration. A request for reclassification shall be undertaken by the Committee within thirty (30) days of submission.

16.2.2 When positions are reclassified, then such position shall be accorded to the incumbent employee(s). If it is reclassified upwards, payment of this rate shall be effective the date the request is received in the Human Resources Office. If it is reclassified downwards, the incumbent's rate shall be red circled and shall continue at the old rate until surpassed by the new rate for the classification.

16.3 Joint Job Evaluation Committee

16.3.1 The Joint Job Evaluation Committee shall be comprised of up to two (2) representatives of the Union and up to two (2) representatives of the Board.

16.3.2 If the Committee is unable to agree on the reclassification and/or rate of pay of the position in question, such dispute shall be submitted to grievance procedure as set out in Article 6 of this Agreement. A unanimous decision by the Committee is not grievable.

ARTICLE 17 - WELFARE BENEFITS*

* Refer to Letter of Understanding Re: Employee Assistance Program

17.1 Benefits Trust

The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article with the PEBT.

The Parties have further agreed to participate in the government funded Core long-term disability plan and the Joint Early Intervention Service provided through the PEBT.

17.2 Medical, Surgical and Dental Benefits

The Board agrees to provide the following benefits, **as detailed in the provider contract(s),** as a condition of employment no later than the first of the month following the date of hire for all employees working at least seventeen and one-half (17.5) hours per week:

(a) Medical and Surgical Benefits through Medical Services Plan of B.C.
(b) Extended Health Benefits, Vision Care Benefits and Hearing Aid benefits through a B.C. Licensed Insurance Carrier.
(c) Dental Care Benefits through a B.C. Licensed Insurance Carrier.
(d) Group Life Insurance (one times annual salary).
(e) Eye Examinations (every two years).

Employees working less than seventeen and one-half (17.5) hours per week shall receive five percent (5%) additional pay in lieu of benefits.

Where an employee is covered for same or similar benefits by a spouse, the provisions of this Article shall be optional.

One hundred percent (100%) of the costs of providing the benefits shall be borne by the Board with the exception of Dental Care Benefits. Eighty percent (80%) of the costs of providing Dental Care Benefits shall be borne by the Board and twenty percent (20%) by the employee.

Time Duration employees shall receive twelve percent (12%) in lieu of all benefits, or exercise a one-time option of entitlement to benefits in Article 17.2 (Medical, Surgical and Dental Benefits) according to the terms and conditions of this Agreement plus four percent (4%). It is understood that time duration employees who elect to receive full benefits agree to pay the full cost of premiums of such benefits when their posted time duration position ends. Such benefits shall continue as long as the employee maintains full cost of premiums and as long as the employee remains available to work for the Board. Availability means able to return to work within two (2) weeks of being contacted by the Board.

A casual employee shall receive twelve percent (12%) of salary in lieu of benefits over and above their normal rate of pay.

17.3 Benefit Plan Implementation

The Board recognizes its responsibility to the Union and its employees for any undue failure or neglect on its part to implement any benefit plan or improvements to an existing plan negotiated between the Board and the Union.

Both parties shall agree as to an appropriate date for implementation of any new or improvement of existing negotiated benefit plan.

The Secretary-Treasurer shall undertake to implement the plan as soon as possible, and should the Board be informed by the Carrier that the agreed implementation date cannot be met then the Board shall so inform the Union and its employees in writing, thereby negating the Board's responsibility.

17.4 Municipal Pension Plan

Employees shall participate in the Municipal Pension Plan in accordance with the regulations and requirements of the Municipal Pension Plan Rules.

17.5 Maternity Benefits

The Board shall continue to make payments to any benefit plan in the same manner as if the employee was not absent, providing the employee elects to continue to pay their share of the cost of any plan that is paid for jointly by the Board and the employee.

17.6 Communicable Disease Protection

Where an employee working in an environment where serious communicable diseases have been determined by the Public Health Officer to exist, the Board will pay expenses associated with preventative medication and provide all necessary related vaccinations not covered by the employee's own medical insurance coverage.

Where employees are exposed to any student who is a known Hepatitis B carrier or a regular biter/scratcher, the Board will provide the appropriate preventative medication. Where an employee who is providing personal care to a student subsequently becomes aware that the student is a Hepatitis C carrier, the employee shall have the option of remaining in that position or receiving layoff notice.

To effect the removal of a lice or scabies infestation, the Board will pay necessary medication costs not covered by insurance, for an employee working in an environment where such infestations are shown to exist. Such protection shall also include the immediate family of the employee.

No employee shall be required to perform examinations for scabies or lice.

17.7 Indemnification Clause

17.7.1 The Board shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any action or proceeding, whether civil or criminal, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

17.7.2 Article 17.7.1 does not provide a defense where:

(a) An employee has, in relation to the conduct that is the subject matter of the action, been found guilty of dishonesty, gross negligence or malicious or willful misconduct, or
(b) The cause of action is libel or slander.

ARTICLE 18 - HEALTH AND SAFETY

18.1 Principle

The Board recognizes the need to have an effective health and safety program and will abide by the Workers Compensation Act and Regulation. The Board will make available to every employee a written information package outlining the workers' rights and responsibilities.

18.2 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established and composed of two (2) representatives of the Board and two (2) representatives of the Union, without eliminating the rights of both parties to engage consultants and assistance from the outside. The Occupational Health and Safety Committee shall be expanded to include two (2) representatives from the M.R.T.A.

18.3 Meetings of Committee

The Occupational Health and Safety Committee shall hold monthly meetings and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Occupational Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Board and the Union.

18.4 Safety Measures and Protective Clothing

18.4.1 Employees working in any dirty or dangerous conditions shall be supplied with all the necessary tools, safety equipment, and protective clothing when needed. Such protective clothing shall be limited to complete wet weather gear for those required to regularly work outside, on an extended daily basis, ear protection devices for power equipment operators, rubber and cotton gloves, gumboots and coveralls as necessary.

18.4.2 The Board shall once every second calendar year pay up to a maximum of two hundred dollars ($200.00) toward the purchase of safety footwear for those employees who are either required by the Regulations of the Workers' Compensation Act or by the Board to wear safety footwear. For full-time regular employees in the Maintenance and Grounds Departments the Board shall, once every eighteen (18) months, pay up to a maximum of two hundred dollars ($200.00) towards the purchase of safety footwear. Employees will receive such payment upon providing the Board proof of purchase of the footwear.

18.4.3 The Board shall once every calendar year pay up to a maximum of eighty dollars ($80.00) towards the purchase of durable work pants for employees in trades, grounds and the maintenance custodian position. Employees will receive such payment upon providing the Board proof of purchase of the work pants.

18.5 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the day at their regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that day.

18.6 Transportation for Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Board.

18.7 Vision Care

Where an employee is required to operate a computer monitor or work with welding equipment, the following will apply:

The Board will pay for a preliminary eye examination by an optometrist or ophthalmologist for employees at the time the employee is assigned to perform work involving monitoring of a full display computer screen or welding equipment. Annual retesting of eyes shall also be carried out at the employee's request. The Board will pay for these eye examinations if the cost is not covered in an insurance plan.

The original examination shall be provided without loss of time; subsequent examinations shall be on the employee's time.

ARTICLE 19 - HUMAN RIGHTS

19.1 Sexual and Personal Harassment

The Board and the Union recognize the right of every employee to work in an environment free from sexual and personal harassment, as defined in Article 1.8.

19.1.1 The complainant, if comfortable with an informal approach, may choose to speak or correspond directly with the alleged harasser to express their feelings about the situation. If that is not the chosen approach, the complainant may instead approach their supervisor, Union representative, or Human Resources Department to discuss potential means of resolving the complaint. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

If the matter is not resolved to the complainant's satisfaction, the matter is to be dealt with under Article 19.1.2.

19.1.2 A formal investigation may be commenced following non-resolution of an alleged complaint under Article 19.1.1.

19.1.3 Given the sensitivity of such situations and the desire to handle these in a confidential manner, complaints shall be referred to the Superintendent or designate. At any meeting with the Superintendent or designate in this regard, the complainant may be accompanied by a member of the Union and/or the Union's National Representative. At any meeting with the Superintendent or designate in this regard, the alleged aggressor may be accompanied by a member of the Union and/or the Union's National Representative.

19.1.4 The Employer shall investigate the complaint in a timely manner. Where an external investigator will be appointed, they must be experienced and qualified in investigating sexual and personal harassment. The investigator shall be selected by mutual agreement in a timely manner.

19.1.5 In the event that the issue remains unresolved after review by the Superintendent or designate, the employee may refer the matter to the Joint Grievance Committee, Step 3 of the Grievance Procedure.

19.1.6 No employee shall be subject to reprisal or discipline or threat of reprisal or discipline as a result of filing a legitimate complaint of sexual or personal harassment. It is recognized that false or malicious complaints may damage the reputation of, or be unjust to other employees and therefore, disciplinary action may apply in cases where false or malicious complaints are made.

19.2 No Discrimination

19.2.1 There will be no discrimination, as defined in Article 1.9, exercised or practiced with respect to any person covered by this agreement in the matters of hiring, wages, training, up-grading, promotion, transfer, lay-off, recall, classification, or participation in the lawful activities of the Union.

19.2.2 A bona fide occupational requirement shall not be considered discrimination.

19.2.3 None of the foregoing shall hinder the Board's right to discipline, suspend or discharge for just cause.

19.3 Duty to Accommodate

19.3.1 Principle
The Board recognizes the need to have an effective duty to accommodate process and will abide by the Human Rights Code.

19.3.2 In circumstances where an employee may be unable to perform the regular duties of their position due to a disability, the Employer and the Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The affected employee shall participate and cooperate fully in this process and follow through with implementation plans.

19.3.3 The parties shall share with each other all information relevant to the accommodation of the affected employee, including medical information pertaining to the employee's disability, and information regarding the requirements/duties of the employee's position.

19.3.4 If the employee cannot be accommodated in their current position, the Employer agrees to look at alternatives to provide an appropriate accommodation to the affected employee.

19.3.5 It is understood and agreed that the Employer will not be required to agree to an accommodation which would impose undue hardship on the Employer.

19.3.6 All accommodations will be reviewed annually or as necessary based on objective medical evidence.

ARTICLE 20 - JOB SECURITY

20.1 Contracting Out

In order to provide job security for the members of the bargaining unit, the Board agrees that it shall not contract out work where it results in a layoff, reduction in hours or failure to recall an employee who has the seniority and required knowledge, ability and skills necessary to perform the work.

20.2 Technological Change

Technological change is defined to mean the introduction and utilization of methods of operation which have not previously been used.

The Board recognizes that it has a responsibility to its employees before the introduction of any technological changes or methods of operation which may adversely affect the continued employment of regular employees, conditions of employment, wage rates or work load. In this respect the Board shall notify the Union at least ninety (90) days before the introduction of the technological change.

The Board further recognizes that regular employees so affected will be given all available opportunities commensurate with seniority and abilities to acquire the necessary knowledge and skills required for retention of their employment.

Notwithstanding the foregoing, it is agreed between the parties that any regular employee who is displaced as a result of technological change or method of operation, will be given an opportunity to fill vacancies related to their skills and qualifications according to seniority.

20.3 Amalgamation or Merger

In the event that the Labour Relations Board determines that there has been a successorship where the School District has been involved in an amalgamation or a merger with any other body or in the event that the School District or a part of the District is amalgamated or merged with any other body, the School District will undertake to encourage the new district, entity and/or region to implement the provisions of the current Collective Agreement, unless the terms of any agreement which the merging district, new entity and /or region has are superior to the working conditions in the current Collective Agreement. In such case the School District will endeavour to have the conditions of the merging agreement apply.

The School District will also make every effort to have employee's seniority rights and service credits relating to vacation and sick leave protected at the time that the merger occurs.

20.4 Employee Workloads

If an employee's hours of work are reduced or their duties are increased due to layoff or if jobs are lost through attrition, the supervisor and the employee shall meet to review priorities and frequencies of duties. If the supervisor and the employee are unable to resolve the revised workload, the employee shall have the right to a Union representative with knowledge of the job in question to assist in a subsequent meeting with the supervisor. The supervisor will also be permitted to use an advisor.

ARTICLE 21

21.1 Crossing of Legal Picket Lines

No employee covered by this Agreement, except in emergency conditions, will be required to enter any building, property or business where a picket line is in evidence, when such picket line is established under the Statutes of the Province of British Columbia or the Statutes of the Dominion of Canada. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

21.2 Administering Medication to Students

The District recognizes that the parent is the primary care giver to their child and is responsible to administer or supervise the self-administration of medication. It is recognized that there may be situations where it is necessary that medication must be administered during school hours and where a parent is not available. Therefore, with explicit written direction and authority from the parent, the principal or their designate will implement the necessary medical intervention to ensure reasonable safety and well-being of the students.

21.3 Vehicle Vandalism Protection

The Board shall reimburse employees, who in the course of rendering official School District services suffer a loss arising from theft, fire or malicious damage to their vehicle while parked on School District property or while rendering service off-site as defined below. All reasonable precautions must be taken by an employee to safeguard their property-- lock it up, put it away, take it home, cover it, etc., where common sense prevails.

It is further agreed, that where eligible, reimbursement will be issued up to a maximum of three hundred dollars ($300). When the Vehicle Vandalism Protection fund reaches a balance of five hundred dollars ($500.00) at any given time, the fund shall be replenished by equal contributions of two hundred and fifty dollars ($250.00) from the Board and from CUPE, Local 703.

Definitions:

"Malicious damage" means intentional damage to the vehicle and does not include accidents. Regarding malicious damage, certain acts, as examples, will not be eligible for reimbursement:

- Damage to a vehicle due to individual playing baseball or other sporting activities near the vehicle.
- Persons throwing objects at each other and accidentally damaging an employee's vehicle.

"Loss by Fire" means a maliciously started fire. This does not include fires started by acts of God, electrical and/or mechanical problems of the property resulting in a fire.

"School District property" refers to all property owned by School District No. 42 up to and including an additional fifty (50) feet adjacent to and immediately surrounding all such above referred to property.

"Rendering services" means performing those functions as assigned to an employee in accordance with the Collective Agreement. The above services for a day will commence when an employee enters School District property and shall end for that day when the employee leaves School District property. In instances where duties are performed away from School District property (i.e. field trips, day trips, sporting events, transporting of students) "rendering services" will commence when the employee first

picks up the student(s) and/or enters the vehicle relating to the activity and ends when the last student(s) is dropped off and/or the employee leaves the vehicle relating to the activity.

Application for Vehicle Vandalism Protection Reimbursement: A damage/loss report must be filed containing all the following pertinent information and documentation:

- Employee's name and address
- School where assigned
- Description of property damaged/lost
- Place and time of damage/loss
- Means of securing reimbursement through personal insurance, insurance or personal coverage of the vandal(s), including proof of deductible payment
- A copy of the report filed with the local RCMP detachment

Committee:

1. The Vehicle Vandalism Protection Committee is made up of two (2) individuals -- one (1) CUPE, Local 703 representative and one (1) School Board representative.
2. If the committee cannot make a decision concerning a claim from this fund, the claim in dispute will be forwarded to the grievance procedure for resolution.

21.4 Work at Home

Prior to an employee being asked to work at home on a regular basis, the parties will meet to discuss the terms and working conditions.

21.5 **Provincial Bargaining** Allocations

As of July 1, 2024, ongoing funds, identified as Service Improvement Allocations in the amount of $190,938 and Local Table Allocations of $494,066, were provided to the parties through Provincial Framework Agreements. These monies, amounting to $685,004, will be used for service enhancements that benefit students, **including** extending work hours, compensating qualified Education Assistants for their specialized skills utilized to support students (e.g. sign language, deafblind intervention, total communication facilitation, etc.) and providing training and skills enhancement opportunities, **as well as applied** to address existing chronic labour market challenges **and expanding bereavement provisions**.

The Employee Development Committee, referenced in Article 10.10.1, will establish the terms of reference to access any training funded by **Provincial Bargaining** Allocations.

Effective July 1, 2027, the Board and the Union mutually agreed to apply the ongoing Service and Learning Improvement (SLI) funds to further extend work hours and/or increase training opportunities.

The District is under no obligation to expend more than **these** allocations **totalling $685,004 per year and increasing to $906,929 inclusive of the $221,925 SLI allocation, effective July 1, 2027, and $1,128,854 inclusive of the $443,850 SLI allocation, effective July 1, 2028.**

The use of **Provincial Bargaining** Allocations is based on estimated costs. Any funds available as a result of changes in initial cost estimates shall be utilized subject to the parties' agreement. In the event that the parties cannot reach agreement on how the money is utilized, it shall be moved to the training fund.

21.6 Lunch Hour Supervision

21.6.1 Lunch Hour Supervisors shall be entitled to twelve percent (12%) in lieu of benefits.

21.6.2 The work schedule shall typically be restricted to a daily, one (1) hour period at the assigned school inclusive of the lunch break plus any agreed upon time immediately prior to or after the lunch break, but shall not be more than two (2) hours per day.

21.6.3 It is recognized that employees identified under the School Act may also provide lunch hour supervision pursuant to the School Act.

21.6.4 Seniority for Lunch Hour Supervisors is applied on a classification only basis and shall be the date of hire, which will be maintained as a separate list. Employees shall be entitled to use their seniority for dispatch within the Lunch Hour Supervision classification and for posting to Lunch Hour Supervisor classification vacancies.

When applying to postings for other job classifications, any time worked as a Lunch Hour Supervisor will be prorated and back-dated from the posting closing date to a calendar date based on eighty-six (86) hours worked being equal to one (1) month of seniority to place them in seniority order on the applicant list. When a Lunch Hour Supervisor is the successful applicant to a different CUPE classification, and upon meeting the criteria for bargaining unit-wide seniority at article 7.2, the prorated seniority date calculated will become the official seniority date.

Lunch Hour Supervisors will be given hiring preference over outside applicants when qualified.

21.6.5 Subject to the above, aside from those holding continuing Lunch Hour Supervision positions in combination with another classification, the following Articles shall not apply to Lunch Hour Supervisors:

Article 7 **Seniority**
Article 9.1, and 9.3-9.7 **Layoff and Recall**
Article 10.1 – 10.7 **Hours of Work**
Articles 11 – 13 **Statutory Holidays, Annual Vacations and Sick Leave Provisions**
Article 14.4 and 14.7 **Bereavement Leave and Jury Duty or Court Witness Duty**
Article 15.2, 15.3, 15.7, 15.8, 15.10 and 15.11 **Payment of Wages and Allowances**
Article 17 **Welfare Benefits**

ARTICLE 22 - WAGES

* Refer to Letter of Understanding Re: Pay Equity (Gender Neutral Job Evaluation).

22.1 Appendix A – Wages

The schedule of hourly rates, wages classifications, and special provisions for all employees of the Board covered by this Agreement July 1, 2025 – June 30, 2029 shall be in accordance with Appendix A attached hereto and forming part of this Agreement.

ARTICLE 23 – TERM OF AGREEMENT

This Agreement shall be for the period from and including July 1, 2025 to and including June 30, 2029 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 the Agreement (June 30, 2029) 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.

The parties agree to abide by the language or Section Forty-five (45) of the Labour Relations Code of British Columbia or successive language. Specifically Section 45 (2) currently reads:

"If notice to commence collective bargaining has been given and the term of a Collective Agreement that was in force between the parties has expired, neither the Board nor the trade union shall, except with the consent of the other, alter any term or condition of employment, until

(a) A strike or lock out has commenced,
(b) A new collective agreement has been negotiated, or
(c) The right of the trade union to represent the employees in the bargaining unit has been terminated, whichever occurs first."

Retroactivity

All wages, overtime and premiums shall be paid retroactive to the dates shown in the Collective Agreement, unless otherwise agreed between the parties.

The operation of Subsection Two (2) of Three (3) and Section Fifty (50) of the Labour Relations Code of British Columbia is hereby excluded.

In witness whereof both parties hereto have executed these presents on this

21st day of October, 2026.

The Corporate Seal of the Board of Education, School District No. 42 (Maple Ridge-Pitt Meadows) affixed in the presence of:

E. Yamamoto, Chair

R. Rennie, Secretary Treasurer

Signed, sealed and delivered by and on behalf of:

The Canadian Union of Public Employees, Local 703

J. Franklin, President, CUPE Local 703

S. Bonny, Vice-President, CUPE Local 703

APPENDIX A – WAGES

Pay Band	Position Title	1-JUL-25 (GWI-3%)	1-JUL-26 (GWI-3%)	1-JUL-27 (GWI- 3%)	1-JUL-28 (GWI- 3%)
1	Clerical Assistant	25.53	26.30	27.09	27.90
1	Lunch Hour Supervisor	25.53	26.30	27.09	27.90
1	Teaching Kitchen Assistant I	25.53	26.30	27.09	27.90
2	Cafeteria Assistant	27.69	28.52	29.38	30.26
3	**Food Programs Assistant**	28.08	28.92	29.79	30.68
3	**General Clerk**	28.08	28.92	29.79	30.68
3	Library Clerk	28.08	28.92	29.79	30.68
3	Resource Centre Clerk	28.08	28.92	29.79	30.68
4	Administrative Reception Clerk	28.85	29.72	30.61	31.53
4	Attendance Monitor & NHS	28.85	29.72	30.61	31.53
4	Career Planning Facilitator	28.85	29.72	30.61	31.53
4	Classroom Assistant	28.85	29.72	30.61	31.53
4	Classroom/Testing Centre Assistant	28.85	29.72	30.61	31.53
4	Classroom Assistant 2/Second Language	28.85	29.72	30.61	31.53
4	Custodial/Community Rentals Clerk	28.85	29.72	30.61	31.53
4	Finance Accounting Clerk	28.85	29.72	30.61	31.53
4	Teaching Kitchen Assistant II	28.85	29.72	30.61	31.53
5	Administrative Clerk	30.21	31.12	32.05	33.01
5	Meal Program Coordinator	30.21	31.12	32.05	33.01
5	Purchasing Clerk	30.21	31.12	32.05	33.01
5	Print Shop Operator	30.21	31.12	32.05	33.01
5	Records Clerk	30.21	31.12	32.05	33.01
5	**Transcriber** (Typewell)	30.21	31.12	32.05	33.01
6	Accounts Assistant	31.60	32.55	33.53	34.54
6	Accounts Clerk	31.60	32.55	33.53	34.54
6	Administrative Secretary	31.60	32.55	33.53	34.54
6	Chef's Assistant	31.60	32.55	33.53	34.54
6	**Food Support Coordinator**	31.60	32.55	33.53	34.54
6	IT Help Desk Coordinator	31.60	32.55	33.53	34.54
6	**Lab Assistant**	31.60	32.55	33.53	34.54
6	Media/Library Technician	31.60	32.55	33.53	34.54
6	Teaching Kitchen Assistant III	31.60	32.55	33.53	34.54
6	Trades & Work Experience Coordinator	31.60	32.55	33.53	34.54
7	Aboriginal Cultural Mentor	33.01	34.00	35.02	36.07
7	Accounts Clerk II	33.01	34.00	35.02	36.07
7	Dispatch Coordinator	33.01	34.00	35.02	36.07
7	**District Registration, Admissions & Administrative Coordinator**	33.01	34.00	35.02	36.07
7	**ECE/StrongStart** Facilitator	33.01	34.00	35.02	36.07
7	Elementary School Secretary I	33.01	34.00	35.02	36.07
7	Elementary School Secretary II	33.01	34.00	35.02	36.07
7	Homestay Coordinator	33.01	34.00	35.02	36.07
7	**Indigenous Education** Support Worker	33.01	34.00	35.02	36.07

7	International Education Registration & Accounting Clerk	33.01	34.00	35.02	36.07
7	Payroll Clerk	33.01	34.00	35.02	36.07
7	Payroll Clerk/Receptionist	33.01	34.00	35.02	36.07
7	Program Assistant	33.01	34.00	35.02	36.07
7	Rentals, Custodial, & Transportation Coordinator	33.01	34.00	35.02	36.07
7	Software Training & Support Technician	33.01	34.00	35.02	36.07
8	Accountant	34.38	35.41	36.47	37.56
8	Administrative Coordinator	34.38	35.41	36.47	37.56
8	Business Services Coordinator	34.38	35.41	36.47	37.56
8	Child & Family Connect Worker	34.38	35.41	36.47	37.56
8	Child & Youth Care Worker	34.38	35.41	36.47	37.56
8	**Data Analyst**	34.38	35.41	36.47	37.56
8	Data Management Assistant	34.38	35.41	36.47	37.56
8	Financial Analyst	34.38	35.41	36.47	37.56
8	Information Tech. Assistant	34.38	35.41	36.47	37.56
8	IT Help Desk **& Computer** Technician	34.38	35.41	36.47	37.56
8	Lunch Counter Operator	34.38	35.41	36.47	37.56
8	Registration & Admissions Coordinator	34.38	35.41	36.47	37.56
8	Senior Aboriginal Support Worker	34.38	35.41	36.47	37.56
8	Senior Accounting Clerk	34.38	35.41	36.47	37.56
8	Senior Accounts Payable Clerk	34.38	35.41	36.47	37.56
8	Work Experience **Transition** Facilitator **for Students with Diverse Abilities**	34.38	35.41	36.47	37.56
9	Education Assistant	35.77	36.84	37.95	39.09
9	**Integrated Child & Youth Team Care Coordinator**	35.77	36.84	37.95	39.09
9	**Lead Hand, Data Analytics & Help Desk Services**	35.77	36.84	37.95	39.09
9	Payroll & Benefits Administrator	35.77	36.84	37.95	39.09
9	Safe & Caring Schools Coordinator	35.77	36.84	37.95	39.09
9	Student Information Systems (SIS) Coordinator	35.77	36.84	37.95	39.09
10	District **Complex Needs** Education Assistant & Peer Mentor	37.17	38.29	39.44	40.62
10	Front End Developer-Junior	37.17	38.29	39.44	40.62
11	Application Developer	38.55	39.71	40.90	42.13
11	Educational Visual Language Interpreter	38.55	39.71	40.90	42.13
11	Senior Accountant	38.55	39.71	40.90	42.13
11	**Senior Payroll & Benefits Administrator**	38.55	39.71	40.90	42.13
12		39.92	41.12	42.35	43.62
13		41.33	42.57	43.85	45.17

Business Service Department	1-JUL-25 (GWI-3%)	1-JUL-26 (GWI-3%)	1-JUL-27 (GWI- 3%)	1-JUL-28 (GWI- 3%)
Buyer I	30.27	31.18	32.12	33.08
Buyer II	34.80	35.84	36.92	38.03
Senior Contract Administrator	35.77	36.84	37.95	39.09
IT Helper	23.21	23.91	24.63	25.37
Computer Network Tech Level 1	30.21	31.12	32.05	33.01
Computer Network Technician	36.93	38.04	39.18	40.36
Sr. Computer Network Technician	39.92	41.12	42.35	43.62

Maintenance Department	1-JUL-25 (GWI-3%)	1-JUL-26 (GWI-3%)	1-JUL-27 (GWI- 3%)	1-JUL-28 (GWI- 3%)
Maintenance Foreperson[4]	43.98	45.30	46.66	48.06
Maintenance Coordinator	39.92	41.12	42.35	43.62
Lead Hand Trades[4]	42.30	43.57	44.88	46.23
Lead Hand Grounds[2]	33.51	34.52	35.56	36.63
Carpenter[3]	39.92	41.12	42.35	43.62
Electrician[3]	39.92	41.12	42.35	43.62
Millwright/Machinist[3]	39.92	41.12	42.35	43.62
Painter/Decorator[3]	39.92	41.12	42.35	43.62
Plumber/Gasfitter[3]	39.92	41.12	42.35	43.62
HVAC Mechanic[3]	39.92	41.12	42.35	43.62
Gardener	36.93	38.04	39.18	40.36
Trades Assistant	31.91	32.87	33.86	34.88
Courier	28.96	29.83	30.72	31.64
Equipment Operator[1]	31.60	32.55	33.53	34.54
Groundsperson	28.39	29.24	30.12	31.02
Labourer	27.69	28.52	29.38	30.26

Custodial Department	1-JUL-25 (GWI-3%)	1-JUL-26 (GWI-3%)	1-JUL-27 (GWI- 3%)	1-JUL-28 (GWI- 3%)
Area Supervisor	32.23	33.20	34.20	35.23
Carpet Cleaning Crew	27.69	28.52	29.38	30.26
Custodian	27.69	28.52	29.38	30.26
Day Shift Custodian	28.06	28.90	29.77	30.66
District Custodian	28.85	29.72	30.61	31.53
Elementary Custodian	27.69	28.52	29.38	30.26
Elementary Custodian II	30.21	31.12	32.05	33.01
Gym Floor Finish Crew	27.69	28.52	29.38	30.26
Head Custodian	31.60	32.55	33.53	34.54
Maintenance Custodian	31.91	32.87	33.86	34.88
Utility Custodian	28.06	28.90	29.77	30.66

***Effective July 1, 2026, or upon ratification of the new CA, whichever is later, flat rate labour market adjustments are applied to noted positions as: [1]=$1, [2]=$1.50, [3]=$2, [4]=$2.25**

APPENDIX **B**

Severance Pay Calculation Table

Full Time Equivalent Annualized Years of Service *(Prorated for any part year worked)*	Percentage per Full Time Equivalent Year of Service	Maximum Severance Accumulation
Less than 1	0%	0%
1	0.8%	0.8%
2	0.8%	1.6%
3	1.6%	3.2%
4	1.6%	4.8%
5	1.6%	6.4%
6	3.2%	9.6%
7	3.2%	12.8%
8	3.2%	16.0%
9	3.2%	19.2%
10	3.2%	22.4%
11	3.2%	25.6%
12	3.2%	28.8%
13	3.2%	32.0%
14	3.2%	35.2%
15	3.2%	38.4%
16	3.2%	41.6%
17	3.2%	44.8%
18	3.2%	48.0%
19	Severance Maximum	50.0%

FTE Calculation for Service Years (Examples)

Regular Hours/Week	**Type of Assignment**	**Calculation of Annualized Full-Time Equivalent Service**	**Annualized Full-Time Equivalent Service**
20*	School Term	(20/35) x 44/52 x months worked/12	0.48 years
28*	1 year 1 month/2 weeks	(28/35) x 44/52 (28/35) x 44/52 x 1.5/12	0.68 years 0.08 years Total 0.76 years
29.2*	School Term	(29.2/35) x 44/52 x months	0.71 years
35*	School Term	(35/35) x 44/52 x months worked/12	0.85 years
35*	12-Month	35/35 x 52 x months worked/12	1 year
40	12-Month	40/40 x 52 x months worked/12	1 year

** Prorated based on 35 hours per week, 52 weeks per year for administrative and instructional support staff.*

APPENDIX **C**

LETTERS OF UNDERSTANDING PREAMBLE

It is understood and agreed that Letters of Understanding typically will end on the expiration date of the collective agreement. Where a new collective agreement is not negotiated and signed prior to the expiration of the current collective agreement, the Letters of Understanding will remain in force until a new collective agreement is reached or an agreement has been reached on further extending the Letter or Letters of Understanding. If a Letter of Understanding has a specific expiration date or the body of the Letter indicates a future expiration date, that will become the expiry date for the letter.

LETTER OF UNDERSTANDING

EMPLOYEE ASSISTANCE PROGRAM

The parties shall appoint a committee, consisting of two (2) members from the Board and two (2) members from the Union. The Committee shall meet from time to time to review, study and make recommendations on the existing program.

It shall be understood that the program to be implemented (or to be continued) shall be on a cost-sharing basis, with total costs to be respective to the total EI rebate.

With the general objective to establish a program which will provide assistance to employees with problems arising from alcohol and drug dependencies or who are in social, personal or economic difficulties, the committee shall concern itself with the following:

1) The establishment of a rehabilitation program in conjunction with a professional organization and/or agencies.

2) To research and establish the specifics, the details and the scope of the program.

3) The method for implementation to educate, instruct and encourage employees in the use of the program.

The Employee Assistance Program and Committee members shall maintain strict confidentiality.

DATED THIS 21st DAY OF October, 2026.

On Behalf of:

The Board of Education, School District #42 Maple Ridge - Pitt Meadows

Elaine Yamamoto, Chair

Richard Rennie, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

Jason Franklin, President

Susanne Bonny, Vice-President

LETTER OF UNDERSTANDING

PAY EQUITY (GENDER NEUTRAL JOB EVALUATION)

This Letter of Understanding is in effect until such time as the Provincial Joint Job Evaluation Committee establishes a new Provincial Plan and tools as per the Provincial Framework Agreement between the provincial parties of June 7, 2014.

1. The parties agree to the principle and concept of pay equity.

2. The Committee shall consist of two (2) representatives from each of the Board and Union. The Board will pay one hundred percent (100%) of leave of absence for CUPE representatives to perform Committee work.

3. The parties will work within the current mutually agreed to job evaluation process that is based upon the CUPE Gender Neutral Plan, but modified if necessary.

4. Each party shall have the right to have advisors as ex-officio members of the Committee.

DATED THIS 21st DAY OF October, 2026.

On Behalf of:

The Board of Education, School District #42 Maple Ridge - Pitt Meadows

Elaine Yamamoto, Chair

Richard Rennie, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

Jason Franklin, President

Susanne Bonny, Vice-President

LETTER OF UNDERSTANDING

20 HOUR MINIMUM WORK WEEK

1. The Board is committed to providing a minimum twenty (20) hours of work per week for a regular/continuing employee reporting for work.

2. The Board is committed to providing a minimum four (4) hour work day for casual employees reporting to work. The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement.

3. Exemptions to the twenty (20) hour minimum work week for regular/continuing employees and minimum four (4) hour work day for casual employees replacing employees in the following scenarios:

   - Lunch Hour Supervisors.
   - Small Schools with less than one hundred (100) students.
   - Time duration postings.
   - Extended day schools.
   - School meal/food services assistants such as Chef's Assistants, Lunch Counter Operators, Meal Program Coordinators, and Cafeteria Assistants.
   - Other positions by mutual agreement.

4. It is understood by the parties that where it is not practical to combine hours and/or positions to create a minimum twenty (20) hour posting, the Board may post such hours as time duration for the remainder of the school year. The Board will notify the Union of such circumstances prior to it happening.

DATED THIS 21st DAY OF October, 2026.

On Behalf of:

The Board of Education, School District #42 Maple Ridge - Pitt Meadows

Elaine Yamamoto, Chair

Richard Rennie, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

Jason Franklin, President

Susanne Bonny, Vice-President

LETTER OF UNDERSTANDING

PREMIUMS FOR VISUAL LANGUAGE INTERPRETATION, SIGN LANGUAGE, BRAILLE AND DEAFBLIND INTERVENTION

This letter confirms the agreement between the Board and CUPE, Local 703 to apply Article 15.9 – Bilingual Requirements to include Visual Language Interpretation, Sign Language, Braille, and Deafblind Intervention.

Employees who possess Registered Visual Language Interpreter qualification, Sign Language, Braille and/or Deafblind Intervention skills and are required to utilize these skills in their current position shall receive a premium equal to an amount of four (4) percent of the hourly wage rate for every hour so worked, unless otherwise stipulated on the following qualification table. In cases where skills development is undertaken or full qualifications are absent (i.e. sign language level), proration of this premium may be applied over the course of the training towards full qualification and/or based on the level of qualification.

For the purpose of this agreement, Visual Language Interpretation, Sign Language, Braille and Deafblind Intervention skills refer to the following:

1. The successful completion of a recognized interpreter training program from an institute such as Douglas College and membership in WAVLI/AVLIC;

OR

2. Evaluation of sign language competency at ASLPI VIII/CCSD 4 or above, prorated for ASLPI IV-VII/CCSD 2-3;

OR

3. Completion of the DeafBlind Intervention Certificate Program through the Provincial Outreach Program for Students with Deafblindness (POPDB);

OR

4. The successful completion of the Unified English Braille (UEB) correspondence course offered by the Canadian National Institute for the Blind (CNIB).

The attached schedule outlines the training and documents required for eligibility of premium pay.

DATED THIS 21st DAY OF October, 2026.

On Behalf of:

The Board of Education, School District #42 Maple Ridge - Pitt Meadows

Elaine Yamamoto, Chair

Richard Rennie, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

Jason Franklin, President

Susanne Bonny, Vice-President

EDUCATION ASSISTANT QUALIFICATIONS FOR WORKING WITH DEAF/ HARD-OF-HEARING/DEAFBLIND/BLIND STUDENTS

DESCRIPTION	ATE MONITOR Auditory Training Equipment Monitor	OCF Oral Communication Facilitator	TCF Total Communication Facilitator	Registered Visual Language Interpreter	DBI Intervenor for Students with Deafblindness	BRAILLIST
MAIN DUTY	Assisting with Hearing Equipment	Providing written and oral communication support via enhanced auditory-oral input and/or giving precise rendering of spoken words via speechreading at same rate of presentation by teacher, classmates, video, audio clip, PA	Providing written and oral communication support via simultaneous use of sign, speechreading, and enhanced voice.	Interpreting signed and oral language. Interpreting ASL/English	Providing communication using all senses at all times throughout the day.	Change print resources into Braille
TRAINING	SETA or Equivalent	SETA or Equivalent + POCFT/PCAS* Courses	SETA or Equivalent + ASL VIII	Interpreter Education Program	SETA or Equivalent + Deafblind Intervention Certificate Program (10 Required Courses)	CNIB Braille Correspondence or Equivalent Course
DOCUMENTS	District Speech Readability Pass	District Speech Readability Pass	ASLPI VIII (CCSD 4)+ District Speech Readability Pass	Interpreter Diploma WAVLI/AVLIC Professional Interpreters Association Current, active membership	Deafblindness Intervention Certificate	Braille Transcription Certificate
PREMIUM	No Premium	No Premium	Yes Premium For Sign Level VIII (6%) Prorated IV-V (CCSD 2)-2% VI-VII (CCSD 3)-4%	Yes Premium	Yes Premium Prorated for course work at levels 3-6 = 2% 7-9 = 3%	Yes Premium

LETTER OF UNDERSTANDING

ECE/STRONGSTART FACILITATOR

The terms set out below represent the agreement between the parties who are signatories to the Letter of Understanding with respect to including the position of **ECE/StrongStart** Facilitator into the bargaining unit represented by the Union.

1. The Employer has created the position of **ECE/StrongStart** Facilitator responsible for delivery of the **StrongStart** program consistent with the program objectives and direction of the Ministry of Education.

2. Since more than one (1) employee **has** the same seniority date, seniority has been determined to fall in the following order:

    i. Lori Anderson
    ii. Tracey Robinson
    iii. Carmela Bassetto
    iv. Beth Asham
    v. Kathleen Aalten
    vi. Claire McAleese

3. The Union and the Employer acknowledge that the daily operation of the **StrongStart** program does not mirror the K-12 education programs or the school day. The Union and the Employer have agreed to recognize this in the application and administration of the Letter of Understanding – 20 Hour Minimum Work Week. It is understood that the School District will not be required to keep a casual list of replacement employees and may therefore have to temporarily close a centre if the required staff are not available.

4. The Union and the Employer agree that the **StrongStart** Centre will be open for up to five (5) days per week, inclusive of Saturday and Sunday. The parties agree that having regard to the unique nature of the role of the **ECE/StrongStart** Facilitator and the needs of the program, there is a requirement for flexibility in scheduling the hours of work from Monday to Sunday, with the **ECE/StrongStart** Facilitator taking two (2) consecutive days off. This flexibility may include the **ECE/StrongStart** Facilitator working split shifts. A minimum of forty-eight (48) hours' notice will be given before a split shift is scheduled. The hours of work shall be scheduled between 8:00 a.m. and 9:00 p.m. Monday to Friday, and between 8:00 a.m. and 4:30 p.m. on Saturday and Sunday. This flexibility in scheduling the hours of work will require the employee(s) to be available for work on Saturday and Sunday. The parties agree that any applicable breaks as contemplated by Article 10.6 – Break Periods in the Collective Agreement shall be taken during the times that will not interfere with the operation of the **StrongStart** Centre.

5. The **StrongStart** program is linked to the School Calendar. It is agreed that as a ten (10) month program, requests for leave of absence by the **ECE/StrongStart** Facilitator will not normally be permitted as it is expected that there will be no interruption with the delivery of the program.

However, it is understood that a leave of absence without pay may be approved under extenuating circumstances.

DATED THIS 21st DAY OF October, 2026.

On Behalf of:

The Board of Education, School District #42 Maple Ridge - Pitt Meadows

Elaine Yamamoto, Chair

Richard Rennie, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

Jason Franklin, President

Susanne Bonny, Vice-President

LETTER OF UNDERSTANDING

COPIES OF AGREEMENT

The Union and the Employer share the view that employees shall have access to the provisions of this Agreement. The Parties therefore agree to share equally (50/50) the full cost to print copies of the collective agreement for employees covered by CUPE Local 703 and management staff.

DATED THIS 21st DAY OF October, 2026.

On Behalf of:

The Board of Education, School District #42 Maple Ridge-Pitt Meadows

Elaine Yamamoto, Chair

Richard Rennie, Secretary Treasurer

The Canadian Union of Public Employees, Local 703

Jason Franklin, President

Susanne Bonny, Vice-President

APPENDIX **D**

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, 2025 to June 30, 2029

2. Wages Increases

General wage increases as follows:

July 1, 2025: 3%
July 1, 2026: 3%
July 1, 2027: 3%
July 1, 2028: 3%

3. Wage Increase Retroactivity

a. Employees employed on the date of ratification who were employed on July 1, 2025 shall receive retroactive payment of wage increases to July 1, 2025.

b. Employees hired after July 1, 2025 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, 2025 and the date of ratification, shall have their retro-active pay increase pro-rated from July 1, 2025 to date of retirement.

4. Local Bargaining - Ongoing Service & Learning Improvements

Annual ongoing funds will be provided to local bargaining tables to negotiate for ongoing service and learning improvements that have a direct or supporting connection to student learning. Examples of ongoing service and learning improvements include but are not limited to:

a) increased hours,
b) increased FTEs,
c) professional development.

The district and local must reach agreement on its use and implementation as part of their local discussions. Ongoing service and learning improvement money will not be used for general wage increases, labour market adjustments, or local job evaluation plans (note: it can be used for the Provincial Classification Support System plan).

The annual ongoing funds shall be as follows:

Year	Amount	District Minimum
July 1, 2027	$7,950,000	$30,000
July 1, 2028	$7,950,000	$30,000

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

5. Labour Market Adjustments

Annual ongoing funds will be allocated for the local parties for labour market adjustments. A Labour Market Adjustment (LMA) will be defined as an allowance applied to specific positions where there is demonstrable evidence of recruitment or retention challenges, such as the inability to fill existing job postings, or the current wage of a position is less than comparators in the local community.

Labour market adjustments from these funds do not alter the established salary grid, job evaluation plan, or classification structure.

The following parameters will apply:

1. During the period of July 1, 2026, until June 30, 2029, the local parties who wish to access the LMA Fund must make application to demonstrate need, document rationale, and show applicable costing for any requested labour market adjustments. Application and documentation must be submitted to the provincial parties for confirmation of eligibility for the funding.
2. The provincial parties will each have a subject matter expert plus another appointed representative to review submissions jointly. An application may be accepted or denied based on the decision of the provincial parties. The subject matter experts and

appointed representatives will develop the application and approval process within 6 months of the endorsement of the 2025-2029 Provincial Framework Agreement.

3. Approved LMAs will continue until June 30, 2029. Local parties will need to reapply for subsequent three-year periods if they view that the continuation of the LMA is warranted.
4. During the period of July 1, 2026, until June 30, 2029 (or during subsequent three-year periods), should the local parties determine there is not a need for labour market adjustments, or there is a balance remaining in their allocation, then the local table can choose to apply the remainder to the Provincial Classification Support System or increases to Education Assistant FTEs or hours.
5. If the subject matter experts and appointed representatives are unable to agree on an application, the matter shall be referred to the Provincial Labour Management Committee (PLMC). If the PLMC is unable to reach agreement, the matter shall be referred to the Provincial Dispute Resolution.

The ongoing annual funds shall be as follows and distributed to local parties based on support staff FTE:

Year	Amount
July 1, 2026	**$4,100,000**

6. 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 2025 Framework Agreement and agree to include Workplace Health and Safety as a standing agenda item.

7. 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 December 31, 2026, 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:
The annual ongoing funding allocation to the SSEC of $2,050,000 will continue.

8. Violence Prevention in the Workplace

1. The provincial parties will maintain the existing Violence Prevention Toolkit, to be shared annually and made available on an ongoing basis to boards of education and local support staff unions.

2. Annually, the employer and the local union(s) will provide and post a joint communication of their commitment to violence prevention in the workplace for all employees of the school district.

3. In September of each school year, the employer shall communicate to staff:

   a. the location of violence prevention and response materials; and

   b. the appropriate procedures and forms to complete in response to a violent incident or threat.

4. The employer will also share the information in 3.a. and 3.b. when onboarding new employees and in employee orientation packages.

9. Provincial Joint Health and Safety Taskforce

Provincial Joint Health and Safety Taskforce will remain active through the course of this agreement.

Structure: The Taskforce shall comprise 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.

The Provincial Health and Safety Taskforce will:

a) Update Terms of Reference

b) Provide joint communication providing an overview of:
   - Workplace Violence Prevention Resources
   - Best Practices for Individual Safe Work Instructions
   - WorkSafeBC Critical Incident Response Resources

c) Upon enactment of new and/or revised occupational health and safety legislation on Violence in the Workplace the taskforce will provide a joint communication on changes to regulatory requirements to joint health and safety committees.

10. Critical Incident Support

Critical incident support shall be offered and, if accepted, provided to employees who have suffered a work-related, traumatic incident.

The Employer shall offer access to supports as follows:

1. In cases of a critical incident if the employee determines that they are unable to complete the remainder of their shift as a result of the impact of the incident, they will inform their manager or administrator as applicable, and will be granted leave for the remainder of their shift, without penalty or loss of pay, provided they submit a WorkSafeBC claim.

2. The employer will initiate the employer's Critical Incident Response Team, if one exists, and immediately notify the local union(s) of the incident and the response. All reasonable efforts shall be made to make appropriate supports and resources available within forty-eight (48) hours or as soon as reasonably possible.

3. The employer will provide information related to external resource services such as Employee Family Assistance Program (EFAP) which may include Indigenous culturally appropriate supports, extended health benefits, and the WorkSafeBC Critical Incident Response Program.

11. Contracting Out

Upon request by the local union, a school district will provide an annual contracting out report (or a detailed excerpt from other reporting as applicable) detailing the contractors and/or vendors, services, and monies utilized to supplement any work regularly performed by members of the local union(s).

The School District and Local Union shall meet to review the report and discuss any questions the Local Union may have at the next labour management meeting.

12. Provincial Classification Support System

During the term of the 2025-2029 Provincial Framework Agreement the provincial parties agree to finalize the Provincial Classification Support System, formerly known as the Provincial Joint Job Evaluation Plan. To support this work, the provincial parties will each appoint two (2) subject matter experts for the Provincial Classification Support System working group.

1. Finalize the Provincial Classification Support System

The Provincial Classification Support System working group will complete the work below within eight (8) months after the endorsement by the provincial parties of the 2025- 2029 Provincial Framework Agreement:

a) Finalize the standardized Provincial Classification Support System plan;
b) Ensure that all provincial benchmarks have been rated using the finalized Provincial Classification Support System plan;
c) Finalize the hierarchy of provincial benchmark positions;
d) Review school district job hierarchies and produce a report comparing the existing job hierarchy to the new provincial hierarchy;
e) Establish guidelines and template methodology to support local unions and school districts when determining local wage grids to align with the provincial hierarchy;
f) Create a training plan and update Provincial Classification Support System training for local Joint Job Evaluation Committees;

g) Finalize the Job Evaluation Tool (JET) database to be used to support the provincial classification process and as a resource for all school districts and local unions;
h) Update Terms of Reference for Provincial Classification Support System working group to maintain the Provincial Classification Support System plan; and
i) Develop a Provincial Classification Support System Maintenance plan.

2. Participation in the Provincial Classification Support System

Upon completion in the work of Section 1, school districts and local unions will have the ability to choose to use the Provincial Classification Support System. To assist with this decision, the Provincial Classification Support System working group will arrange information sessions on the Provincial Classification Support System.

3. Implementation of the Provincial Classification Support System

With the support and approval of the Provincial Classification Support System working group, the local unions and school districts that choose to use the Provincial Classification Support System will:

a) Participate in training on the Provincial Classification Support System
b) Work with the Provincial Classification Support System working group to validate the local job description matches to provincial benchmarks.
c) Ensure all job matches are entered into JET.
d) Determine their own revised wage grids within the available funding allocation in alignment with 1e) above.
e) Enter into a mid-contract modification to update their local job evaluation collective agreement language and practices to reflect the adoption of the Provincial Classification Support System plan and Maintenance Plan.

4. Allocation of the Funds

The provincial parties will allocate existing one-time JE funds up to $4.6 million to be accessed by the Provincial Classification Support System working group to implement the Provincial Classification Support System plan including engaging consultants and/or hiring staff as required.

Upon completion of the Provincial Classification Support System, the parties will allocate the remaining accumulated one-time JE funds as of June 30, 2025, on a support staff FTE basis to all locals and school districts to support job evaluation.

The ongoing $4.4 million JE funds will continue to accumulate and then be distributed to school districts and locals by support staff FTE every four (4) years to support job evaluation with the first distribution taking place July 31, 2028.

13. Committee Funding

The $150,000 of annual funding allocated for the purposes of the Support Staff Education Committee, the Provincial Labour Management Committee, the Provincial Joint Health and Safety Committee and Labour Market Adjustment work will continue.

The provincial parties will jointly determine the allocation of committee funding. The parties may determine that an allocation of this funding be provided for staffing requirements related to any work of the Committees.

14. 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 and Childcare 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.

Effective July 1, 2025, an additional $9,395,000 ongoing annual funding payment shall be provided by the Ministry of Education and Childcare to provide LTD and JEIS benefits in accordance with the Settlors Statement on Accepted and Policy Practices of the PEBT.

Effective July 1, 2026, an additional $3,900,000 ongoing annual funding shall be provided by the Ministry of Education and Childcare plus a one-time amount of $1,900,000 to provide LTD and JEIS benefits in accordance with the Settlors Statement on Accepted and Policy Practices of the PEBT.

Effective July 1, 2027, an additional one-time amount of $4,000,000 funding shall be provided by the Ministry of Education and Childcare to provide LTD and JEIS benefits in accordance with the Settlors Statement on Accepted and Policy Practices of the PEBT.

Effective July 1, 2028, an additional $700,000 ongoing annual funding shall be provided by the Ministry of Education and Childcare 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.

d. The parties are committed to the long-term financial viability of the PEBT Core Long Term Disability (LTD) Plan.

   In support of this objective, the parties recommend that the PEBT Board conduct a review of the current PEBT funding model for LTD, inclusive of the additional money provided within the 2025-2029 PFA, which analyzes the future financial obligations of the Core LTD Plan currently provided by the PEBT.

   The Parties support the development of recommendations to government from the PEBT for a revised funding model which ensures the long-term financial viability of the LTD.

   It is requested that recommendations from the PEBT be reviewed with the Settlors and subsequently presented to government by October 1, 2028.

15. Benefits

Effective July 1, 2028, provide $6,000,000 as ongoing annual funding to improve benefits which may include counselling benefits under the Standardized Extended Health Plan, and other improvements to benefits.

A one-time joint committee of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by support staff unions will determine the enhancements to be implemented.

Any residual from the benefits standardization will be allocated to the Support Staff Education Committee.

16. Child Care Consultation

1. Effective July 1, 2027, an employer who intends to operate a new internal child care program(s) or expand or extend current internal child care programming on school grounds or district properties will genuinely consult with the local union(s) prior to its implementation.

2. Genuine consultation must include disclosure to the local union(s) of:
   a. The number of new child care spaces proposed;
   b. Any facilities to be built or upgraded; and
   c. The funds intended to be used and their origin

3. Where an employer is genuinely consulting with the local union(s), the unions will be provided twenty (20) working days to review disclosed information and provide a response.

17. Production of Local Collective Agreements

Production of local collective agreements agreed to subsequent to the conclusion of provincial negotiations and which incorporate this Provincial Framework shall be the decision of the local union and school district party to the agreement.

The party that produces the local collective agreement will provide the other party, BCPSEA and CUPE National with: a signed copy of the collective agreement in PDF format; a copy of the updated collective agreement in the current version of Microsoft Word; and the updated wage grid in the current version of Microsoft Excel.

Production of local collective agreements must be completed and signed within 120 days of ratification by the local parties.

18. 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.

19. Unpaid Work

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

20. Provincial Framework Bargaining 2029

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, 2026.

The $250,000 shall be established from the accrued balances in the SSEAC account(s) as follows:

a) $150,000 from the OHS Evaluation fund; and
b) $38,016 from the SSIRRE; and
c) $61,984 from the SSEC and PLMC operation fund.

21. Provincial Dispute Resolution

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

22. Funding the Agreement

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

23. 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.

24. Local Bargaining Timetable

The parties agree that local bargaining must be completed by January 15, 2027.

In a school district where the local parties have not reached an agreement by January 15, 2027, they will not be eligible for any supplemental money that has been negotiated to local parties by BCPSEA and the K-12 Presidents' Council under the new Provincial Framework Agreement, unless there is mutual agreement to extend the date at a specific local bargaining table by the provincial parties. The date will be extended when the local parties are engaged in mediation, or where circumstances beyond the parties' control (such as weather-related issues) prevent the parties from reaching agreement by January 15, 2027.

Dated this 11 day of April, 2026.

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



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, 2025

This Employee Support Grant (ESG) establishes a process under which employees covered by 2025-2029 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, 2025.

1. The ESG will be available provided that a board and local union have a collective agreement which has been ratified by both parties

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 11 April, 2026 by:

BCPSEA
Justin Rempel

K-12 Presidents' Council

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