

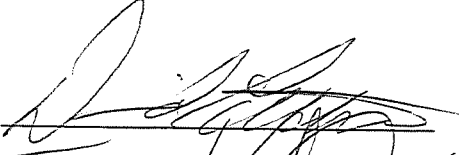
	<p>the 2022-2025 collective agreement. The parties have been unable to resolve this question.</p> <p>As a result, the parties agree to meet within ninety (90) days of the [date of ratification] to review the status of LOU 12 RE: PROVINCIAL ACCORD RE SCHOOL YEAR LAYOFFS to determine if, through mutual agreement, it will be renewed, amended, or is null and void.</p> <p>If, at the conclusion of the ninety (90) days, the parties are not in agreement on the status of LOU 12 RE: PROVINCIAL ACCORD RE SCHOOL YEAR LAYOFFS, the question on the status of the LOU shall be determined by an arbitrator. In the event the parties cannot agree on an arbitrator the question on the status of the LOU will be determined through the expedited arbitration process under Section 104 of the Labour Code.</p> <p>LOU 12 RE: PROVINCIAL ACCORD RE SCHOOL YEAR LAYOFFS will remain in effect until the above process has been completed.</p>
<p>LOU 18 TRAINING/PROFESSIONAL DEVELOPMENT AND IN- SERVICE</p>	<p>For the Memorandum of Agreement only:</p> <p>The parties agree to meet within sixty (60) days of the date of ratification to review LOU 18 TRAINING/PROFESSIONAL DEVELOPMENT AND IN-SERVICE to determine if, through mutual agreement, the Letter of Understanding can be deleted, and the residual and on-going monies can be utilized for mutually agreed matters.</p> <p>Dave Schaub will remain seized in this matter.</p>


<u>Article</u>	<u>Item</u>
LOU 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 18	Renew
LOU 17	Delete


MoA: Appendix B – Local Memorandum of Agreement

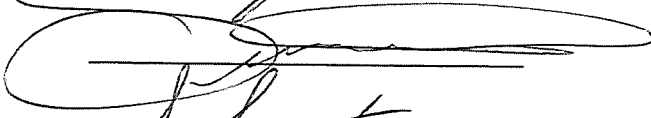
Agreed January 22, 2023


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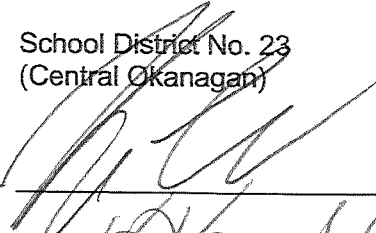












School District No. 23
(Central Okanagan)














ARTICLE 14: DEFINITION OF EMPLOYEES

(a) Regular Employees

Regular employees are those employees who have been assigned to an established position and who have completed probation in accordance with Article 15(b). This includes full and part-time employees.

(b) Temporary Employees

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

(c) The following groups of employees shall receive ~~\$1.28 per hour (\$1.50 effective July 25, 2014)~~ **10%** per hour in lieu of short term disability (Article 28), paid leaves of absence (Article 33), benefits (Article 32) and clothing allowance (Article 36(g)):

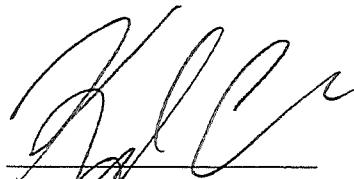
(i) regular employees on layoff who are called for temporary work under Article 16(f), on expiration of the two-month period under Article 16(g);

(ii) temporary employees with seniority;

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

(d) On expiration of the two-month period under Article 16(g), a regular employee on layoff may opt at the time of initial layoff to continue on the regular benefit plans provided the plan permits. In such case the employee shall be responsible for payment in advance of both shares of the premium costs for two (2) months at a time.

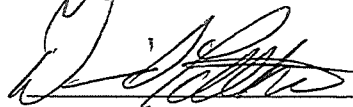
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ARTICLE 25: PREMIUMS

(a) First Aid Premium – Level 1

When a Level 1 first aid ticket is required for a work assignment under Worksafe BC regulations and the Employer designates a qualified employee to fulfil this task, the designated employee shall be paid:

- ~~\$25 per month~~ **10 month employees \$30/month to a max of \$300, 12 month employees \$25/month to a max of \$300** for an ongoing responsibility as a worksite resource, or
- Twenty (20) cents per hour for specific work assignments

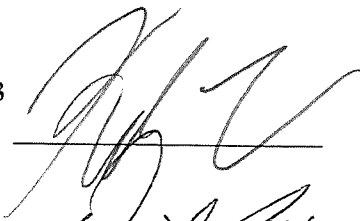
(b) First Aid Premium – Level II

- (i) Employees who are designated by the Employer to perform first aid duties in accordance with WorkSafe BC regulations and who hold recognized and valid Level II Occupational First Aid Certification shall be paid a premium of ~~fifty-five (55) cents per hour (sixty-eight (68) cents effective January 20, 2014)~~ **eighty-five (85) cents per hour** during the applicable period.
- (ii) When WorkSafe BC regulations require an Occupational First Aid attendant at a facility, the Employer shall first seek volunteers from among all the employees at the facility including those outside the bargaining unit. If there are insufficient volunteers, the Employer in consultation with the Union may specify an employee or position as requiring the Occupational First Aid Certificate.

ARTICLE 25: PREMIUMS (cont'd)

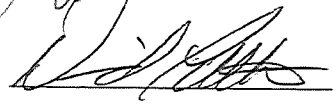
- (iii) Course fees shall be paid by the Employer and the employee shall be granted the necessary time off work with pay to attend a recognized course and to write the examination.

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ARTICLE 27: ANNUAL VACATIONS

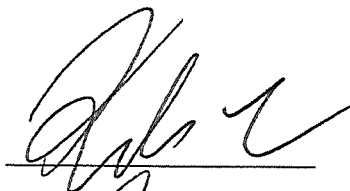
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(g) Temporary Employee

Any temporary employee not on the seniority list shall be paid each pay period ~~four percent (4%)~~ **five percent (5%)** of bi-weekly earnings in lieu of vacation.

[remainder of article to remain the same]

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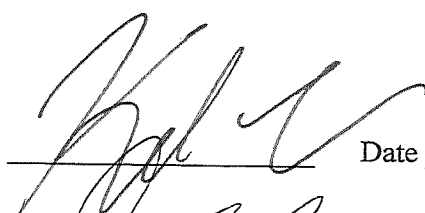
ARTICLE 28: SHORT TERM DISABILITY PROGRAM

(a) Rate of Payment

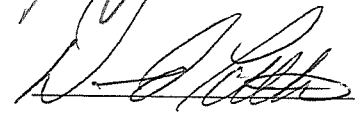
Where a regular employee is unable to work due to illness, disability, quarantine or an accident for which compensation is not payable under the Workers' Compensation Act, the employee shall receive 100% pay for the first ~~six (6)~~ **eight (8)** working days' absence in any one year. After the ~~sixth (6th)~~ **eighth (8th)** day the employee shall receive 66 2/3% regular pay for a period not to exceed 120 calendar days (excluding July and August for ten (10) month employees) from the first day of the last absence. Employees who use all or part of their ~~six (6)~~ **eight (8)** working days in a year shall have the entitlement reinstated in the following year.

[remainder of Article to remain the same]

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ARTICLE 32: BENEFITS

....

(c) Public Education Benefits Trust (PEBT)

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.

(i) **Dental Plan**

The Employer shall contribute ninety percent (90%) of the regular monthly premiums of a mutually acceptable basic dental plan for all regular employees participating.

(ii) **Extended Health Plan**

The Employer shall contribute ninety percent (90%) of the premiums for a recognized Extended Health Benefit Plan for all regular employees. The Extended Health Plan will include BLUE RX.

(iii) **Group Life and Accidental Death and Dismemberment Insurance**

Regular employees shall participate in the BCSTA Non-Academic Group Insurance Plan with the Employer paying seventy-five percent (75%) of the regular monthly premiums.

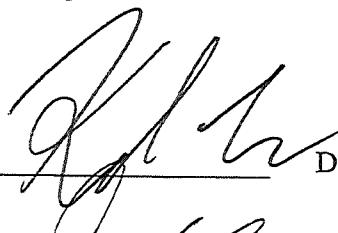
The amount of insurance is two (2) times annual basic wages raised to the next higher even multiple of \$500. Subject to a minimum amount of \$10,000.

(iv) **Coordination of Benefits**


The employer shall allow for dual coverage and the coordination of benefits of CUPE members. This includes employees who are married or in a common-law relationship with any other employee, regardless of bargaining unit.

[Remainder to remain the same]

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ARTICLE 33: LEAVE OF ABSENCE

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

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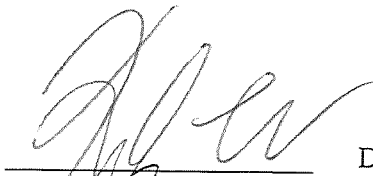
(n) Indigenous Cultural Leave

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

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

[remainder of article to remain the same]

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ARTICLE 38: SERVICE IMPROVEMENT ALLOCATION FUND

The Employer and the Union agree that commencing July 1, 2020, the \$291,898.94 Service Improvement Allocation Fund (SIA) provided for in the 2019-2022 Provincial Framework Agreement for support workers in School District 23 will be administered by the Labour Management Committee and the fund will be used as follows:

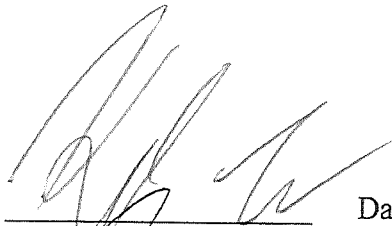
- 1) Pay one (1) additional hour of pay per month to all regular and temporary Certified Education Assistants (CEA) for attendance at staff meetings (attendance is voluntary).
- 2) A labour market increase for all regular and temporary CEA's who are required to provide tube feeding and/or enter a washroom with a student. These CEA's will be paid an increase of eighty-four cents (\$0.84) per hour.
- 3) Provide a labour market increase for all regular and temporary Signing Interpreters of forty cents (\$0.40) per hour.
- 4) Provide a labour market increase of one dollar (\$1.00) per hour for all regular and temporary positions as follows:
 - 5 – Heavy Duty Mechanic – 1138
 - 1 – Mechanical Co-ordinator – 1338
 - 14 – Hardware Software Technicians – 1250:
 - a) 9 – Field Service
 - b) 1 – Help Desk
 - c) 1 – Systems Integration Specialist
 - d) 1 – MDM / iPad
 - e) 2 – Data Center Infrastructure Network
 - 1 – Data Analyst – 1251
 - 4 – Technology Coordinators – 1452
 - a) 1 – Computer Data Analyst/Enterprise System Integration Coordinator
 - b) 1 – Computer Field Services Technology Coordinator
 - c) 1 – Computer Enterprise Network Infrastructure Coordinator
 - d) 1 – Administrative Services Coordinator
- 5) Provide a labour market increase of forty cents (\$.40) per hour for each regular and temporary Day Custodian.
- 6) Provide a labour market increase of forty cents (\$.40) per hour to all Bus Drivers.
- 7) **Provide a labour market increase of sixty cents (\$.60) per hour for each regular and temporary Advocate.**

All remaining funds will be placed in a Pro-D In-Service Fund for any/all CUPE 3523 employees to use for professional development opportunities that are not currently requirements of the District. These monies will be used to pay for the cost of the professional development courses and materials.

The Employer is under no obligation to expend more than the total yearly SIA Fund allotment of \$291,898.94 provided for by the Provincial Framework Agreement.

NOTE: Should the pay grade of any position outlined in the SIA Fund Agreement be increased as a result of job evaluation, the labour market increases as outlined in the SIA Fund Agreement will be in addition to any job evaluated pay grade increases.

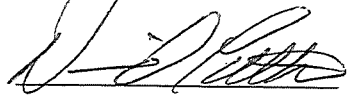
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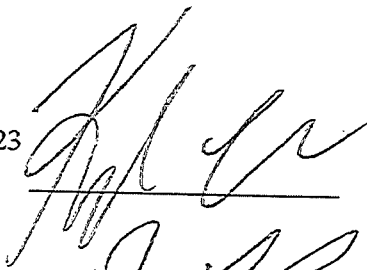
ARTICLE 39: Local Table Allocation

The Employer and the Union agree that commencing July 1, 2022, Labour Market Adjustments will be provided to all regular and temporary employees in the following job classifications:

Job Classification	July 1, 2022	July 1, 2023	July 1, 2024
Carpenter	\$0.50	\$0.50	\$0.25
HVAC	\$0.50	\$0.50	\$1.00
Mechanic	\$0.50	\$0.50	\$1.00
Millwright	\$0.50	\$0.50	\$0.50
Plumber	\$0.50	\$0.50	\$0.50
Payroll Clerk	\$3.16	-	-
Payroll Lead	\$3.11	-	-
Payroll Coordinator	\$3.13	-	-
Tech	\$1.65	-	\$1.47
Tech Coordinator	\$1.65	-	\$0.90
Tech Coordinator – Data	\$1.65	-	\$3.71
Advocates	-	\$0.30	\$0.15

[Articles to be renumbered]

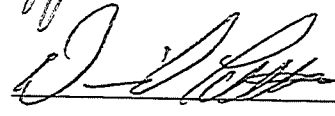
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