

**MEMORANDUM OF AGREEMENT
“MoA”**

Between

**BOARD OF EDUCATION of SCHOOL DISTRICT NO. 62 (Sooke)
“Employer”**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 459
“Union”**

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

Continuing Provisions of the Current Collective Agreement

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

Effective Date

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

Changes to the Revised Collective Agreement

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

NOTE: All changes to the collective agreement are shown in **bold and underline**. Any language removed from the collective agreement is shown as ~~struck through~~.

The following clauses/articles have been reviewed by both parties and are agreed to. Once the collective agreement has been finalized, these clauses/articles will form part of the new collective agreement.

PREAMBLE

Place the following text above the existing preamble:

School District 62 (Sooke) and CUPE Local 459 acknowledge the traditional territories of the Coast Salish: T'Sou-ke Nation and Sc'ianew Nation and Nuuchah-nulth: Pacheedaht Nation.

We also recognize some of our schools reside on the traditional territory of the Esquimalt Nation and Songhees Nation.

We recognize the territory, the First Nations peoples, and thank them for sharing this beautiful land.

Hych'ka, Kleco Kleco

ARTICLE 1: DEFINITIONS

1.01 Plural or Feminine Terms

Wherever the singular or masculine or ~~neuter~~ **neutral** is used in this Agreement, the same shall be considered to indicate the plural or feminine or body politic where the context or the parties so require.

ARTICLE 12: GRIEVANCE PROCEDURE

12.05 Settling of Grievance

~~Step 4~~ Failing satisfactory settlement at Step 3, within seven (7) working days after the grievance was submitted under Step 4, the Grievance Committee of the Union, three (3) members as appointed by the Union and the Employer committee, three (3) members as appointed by the Employer will meet face to face before a three (3) member panel of the Board of Education who will hear the grievance and make a determination to deny or accept the grievance in whole, or in part. The Board of Education committee will be comprised of three (3) trustee members as appointed by the Board of Education.

~~The Board or designate will reply in writing within seven (7) working days of the meeting concluding with its decision.~~

Step 4~~5~~ Failing satisfactory settlement at Step ~~3~~4, within ten (10) working days after the decision was rendered at Step ~~3~~4, the Union may submit the grievance to a Board of Arbitration under the provisions of Article 13 of this agreement.

12.06 Policy, Group, and Termination Grievance

Where a grievance involves a question of general application **or the termination of an employee**, the Union may bypass Steps 1, 2 and 3 of Article 12.05. A "question of general application" means a grievance involving a majority of employees, or a grievance involving a group of employees, or an individual employee where the action taken could be detrimental to other employees.

ARTICLE 14: DISCHARGE, SUSPENSION AND DISCIPLINE

14.09 Whistle Blower Protection

No employee shall be dismissed, disciplined or penalized as a result of reporting child welfare issues, illegal violations in connection with pollution, WCB regulations, theft or other illegal violations unless it is determined that the employee is in any way involved in the infraction. It is agreed that the union shall advise the employer of any violation it may be aware of prior to reporting any alleged violations, and to afford the employer reasonable opportunity to correct the violation.

ARTICLE 15: SENIORITY

15.03 Loss of Seniority or Continuous Service Record

Regular employees shall not lose seniority rights nor have their continuous service interrupted if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Board. Regular employees shall only lose their seniority or continuous service in the event:

- a) They are dismissed for just and reasonable cause and are not reinstated.
- b) They resign **from their regular position. In the specific circumstances noted below the parties agree that:**
 - (i) **If an employee holds a regular position and is also on an on-call list (casual) and resigns from their regular position they are deemed to be resigning from all work and will lose both regular and temporary seniority.**
 - (ii) **If an employee holds more than one regular position and they voluntarily resign from one, they retain their seniority and still considered as employee.**
- c) They fail to return to work, or give notice not to return to work, within seven (7) calendar days following layoff and after being notified **in writing and in person** ~~by double registered mail~~ to do so, unless through illness or other just cause. It shall be the responsibility of the individual to keep the Board informed of their current address.
- d) They are laid off for a period longer than eighteen (18) months. At this time such employees who wish to remain with the Board shall declare this and shall retain their regular seniority (permanent) while on the secondary seniority list.
- e) Approved Leaves of Absence without pay in excess of ~~six (6)~~ **twelve (12)** months will cause the seniority accumulation to cease after ~~six (6)~~ **twelve (12)** months. Consequently, the employee's starting date of employment may differ from the recognized accumulated years of service.
- f) Work in an excluded position for the employer for more than ~~six (6)~~ **twelve (12)** months.
- g) In the event that an employee working in an excluded position for the employer rejoins the bargaining unit the seniority which that individual earned as a union member will be recognized pursuant to Article 15.01.
- h) **The parties may agree to vary the terms of Article 15.03 by prior written agreement for employees requesting leave of absence to work in a temporary excluded School District No. 62 (Sooke) position or in a**

temporary mutually-agreed written seconded agreement with another employer.

Consequential Amendments: Delete Letter of Understanding #1, #10 and #17.

ARTICLE 16: PROMOTIONS AND STAFF CHANGES FOR REGULAR EMPLOYEES

16.01 Method of Making Appointments

- d) An employee may, prior to taking their annual vacation, submit a letter to the ~~Secretary-Treasurer~~ **Executive Director Human Resources** or designate, indicating the position(s) the employee might wish to be considered for in the event that the vacancy occurs during their vacation. The employee shall indicate where they can be contacted, if possible, and when they will be available for an interview.

h) Special Needs Education Assistant Appointment

When operational requirements are such that a student with special needs requires an Education Assistant with special skills, the employer shall be able to appoint an Education Assistant with the required special skills to accommodate the student until a posting is completed, provided the posting is filled within thirty (30) days.

Such appointments must be offered in seniority order to qualified employees. If no one volunteers the most junior person may be appointed.

16.03 Transfers and Promotions

- a) Job opportunity should increase in proportion to length of service. Therefore, in the transfer and promotion of regular employees, the applicant with the greatest seniority and having the required qualifications, skills and abilities to perform the job applied for shall be awarded the position.
- b) In cases of promotion requiring higher qualifications or certification, the Board may give consideration to the senior employee who does not possess the required qualifications but will prepare for qualification prior to filling the vacancy. In this event the trial period outlined in Article 16.04 may be extended by mutual consent between the Union and the Board.
- c) In the case of employees applying for promotion ~~who were employed by the Board prior to job evaluation~~ and whose education standard is not that required for the position, the employee's **relevant and directly-related experience** with the Board shall count as education.

- d) **School-based Assignments**

In the case where there are two or more positions of equal hours in the same classification at a school and one of the positions becomes available, the vacant assignment will be offered on a seniority basis to qualified employees in that classification presently working at that school, prior to the position being posted.

- e) **New Hours Availability**

Qualified employees who are currently working less than full time shall be offered, on a seniority basis, any hours that become available within a school or work site before hiring new employees, providing operational requirements permit.

- f) **Education Assistant Transfers During School Year**

Transfers of Education Assistants between schools (positions), may be deferred to a mutually agreeable (between Management and CUPE) effective date, generally occurring at a natural break in the school year or at the start of the next school year. The purpose of this provision is to mitigate negative impact/outcomes related to student learning and experience.

For the duration of the deferral, the employee shall benefit from the superior terms and conditions of employment, of either the new position or their current position, where applicable.

ARTICLE 19: OVERTIME

19.02 Overtime Rates

Overtime rates shall apply as follows:

- a) On a regular workday: Time and one-half for the first three (3) hours and double time thereafter in any one day or shift. If overtime exceeds beyond two and one half (2½) hours, the employee concerned shall be entitled to a one-half (1/2) hour meal interval on Board time and shall receive a meal allowance in the amount of ten dollars (\$10.00).
- b) On a statutory holiday an employee receives double time plus one (1) day of rest with pay in lieu of the statutory holiday. If over time exceeds beyond two and one half (2½) hours, the employee concerned shall be entitled to a one-half (1/2) hour meal interval on Board time and shall receive a meal allowance in the amount of ten dollars (\$10.00).
- c) ~~Employees who work~~ On day of rest: double time **for all hours worked.**

ARTICLE 21: HOLIDAYS

21.01 List of Holidays

The following days shall be observed as statutory holidays:

New Year's Day	Labour Day
Family Day	<u>Truth and Reconciliation Day</u>
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

AND any other day declared or proclaimed statutory or public holiday by the Province of British Columbia or the Government of Canada. If by law, declaration or proclamation, another day is substituted for the observance of one of the holidays listed above, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

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

ARTICLE 24: LEAVE OF ABSENCE

24.02 Maternity and Parental Leave

a) **Amount of Leave**

An employee, on written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of seventeen (17) consecutive weeks or a shorter period the employee requests, ~~commencing eleven (11)~~ **thirteen (13)** weeks immediately before the estimated date of birth or a later time the employee requests, **but no later than the actual birth date.**

- b) Regardless of the date of commencement of the leave of absence taken under 24.02 (a) the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- c) A request for a shorter period under 24.02 (b) must be given in writing to the Board at least one (1) week before the date that the employee indicates they intend to return to work and the employee must furnish the Board with a certificate of a medical practitioner stating that the employee is able to resume work.
- d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under 24.02 (a), the Board shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- e) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Board shall grant to the employee further leaves of absence from work, without pay, for period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.
- f) The Board may require an employee to commence a leave under Section (a) above where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that they are able to perform their duties.

g) **Parental/Adoption Leave**

1. Employees, on their written request for Parental Leave, are entitled to a leave of absence from work, without pay, for the period specified in 24.02 (c).
 - a) An employee who has used entitlement under 24.02 (a) may choose further Parental Leave of ~~thirty-five (35)~~ **sixty-one (61)** weeks duration.
 - b) With the exception of a birth parent pursuant to sub (g) 1) a) above, either parent may choose Parental Leave of ~~thirty-seven (37)~~ **sixty-two (62)** weeks duration.
 - c) Only one of the parents may access Parental/Adoption Leave.
2. A request under 24.02 (g) (1) must:
 - a) Be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and
 - b) Be accompanied by:
 - i) A certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under 24.02 (a), or
 - ii) A letter from the agency that placed the child providing evidence of the adoption of the child.
3. The employee is entitled to parental leave pursuant to 24.02 (g) or a shorter period if the employee requests, commencing:

In the case of a natural parent, **who has taken leave in relation to birth of the child/children**, immediately following the end of the maternity leave taken under 24.02 unless the employer and employee agree otherwise.

- b) In the case of a natural parent, **other than the adopting parent, who has not taken maternity leave under 24.02**, following the birth of the child **or children** and **must begin within seventy-eight (78) weeks after the birth of the child or children** ~~within the fifty-two (52) week period after the birth date of the new born child, and~~

- c) In the case of an adopting parent, following the adoption **placement** of the child **or children** and must begin within **seventy-eight (78) weeks after the placement of the child or children with the parent** ~~within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the parent.~~
4. a) If it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under 24.02 (g).
- h) **Combined Maternity and Parental Leave**
- Notwithstanding 24.02 (a) and 24.02 (g), an employee's combined entitlement to a leave of absence from work under this ~~Part~~ **Article** shall not exceed a total of ~~fifty-two (52)~~ **seventy-eight (78)** weeks.
- i) **Employment Deemed Continuous**
- The services of an employee who is absent from work in accordance with this Article shall be considered continuous for the purposes of seniority, vacations and layoff and any pension, medical or other plan beneficial to the employee, and the Board shall continue to make payment to the plan in the same manner as if the employee were not absent where:
1. The Board pays the total cost of the plan, or
 2. The employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the Board and the employee.
- j) **Reinstatement**
1. An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the Board in the position previously occupied by the employee, or in a comparable position, and with all increments to wages, benefits and seniority to which the employee would have been entitled had the leave not been taken.

2. Where the Board has suspended or discontinued operations during the leave of absence granted under this Article, and has not resumed operations on the expiry of the leave of absence, the Board shall, on resumption of operations and subject to seniority provisions of this Collective Agreement, comply with Section 24.02 (a) of this Article.

k) **Restrictions**

1. The Board shall not:
 - i) Terminate an employee, or
 - ii) Change a condition of employment of an employee without the employee's written consent because of an absence authorized by this Article or because of the employee's pregnancy unless the employee has been absent for a period exceeding that permitted under this Article.
2. The burden of proving that:
 - i) The termination of an employee, or
 - ii) A change in a condition of employment of the employee without the employee's written consent is not because of an absence authorized by this Article or because of an employee's pregnancy, is on the Board.

l) **Maternity Supplemental Employment Benefit Plan**

The parties agree, pursuant to the Employment Insurance Act, that the objective of the plan is to supplement the Employment Insurance benefits received by employees due to an interruption of earning caused by pregnancy.

The Board agrees to enter into a Supplemental Employment Benefit (SEB) Plan required by the Employment Insurance Act. This Article and its related benefits are subject to acceptance by the Employment Insurance Commission of the proposed SEB plan.

When an ~~pregnant~~ employee takes the maternity leave to which they are entitled pursuant to the applicable legislation, the Board shall pay the employee 95% of their current salary, for the first ~~two~~ weeks of the employee's maternity leave.

For the remainder of the fifteen (15) weeks of Employment Insurance maternity benefits the Board shall pay the difference between 95% of their current salary and the amount of Employment Insurance maternity benefits.

To be eligible for the SEB plan an employee must apply and qualify for Employment Insurance Maternity benefits. The SEB Plan applies only during an employee's normal work period. An employee must be a regular employee.

m) **Parenthood Leave**

A regular employee with a permanent appointment and a minimum of two years of service with the Board with a dependent child/children shall be granted upon request a parenthood leave of absence without pay for a stated period of time up to a maximum of twenty (20) school months.

An employee requesting such leave will give a minimum of three months of notice for the commencement of the leave. This notice may be waived by mutual agreement.

Parenthood leave shall also be granted in the case of adoption or legal guardianship.

The employee may elect to continue benefits per Article 28.

24.06 Compassionate or Bereavement Leave

- a) Regular employees shall be granted leave with pay in the event of a death or serious illness in the immediate family as defined by the *Employment Standards Act*, Section 52.1, as amended. Such leave shall not exceed five (5) days leave with pay.

- b) “Immediate Family” shall be defined as spouse, child, parent (including in-laws), guardian, grandchild, grandparent, **Indigenous Elder** or any person who lives with an employee as a member of the employee’s family. **An Indigenous Elder is designated as such by their Indigenous community, and must be related to the employee’s Indigenous community.**

24.12 Cultural Leave for Indigenous Employees

- a) **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.**
- b) **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.**

ARTICLE 25: PAYMENT OF WAGES AND ALLOWANCES

25.04 Mileage Allowance

- b) If the Board assigns an employee to more than one place of employment in any one day and the distance involved, lack of public transportation or other factors in the opinion of the Board makes it necessary for the employee in question to use their own private vehicle to travel between the said locations, the employee shall be paid a mileage allowance based on the shortest distance the employee must travel between the said locations to perform their duties as per Board Policy ~~G-261~~ **F-261**.

25.09 Wage Determination

The wage rates shown in “Schedule A” shall be computed by the product of the point evaluation for each position and the negotiated per point value to the nearest cent. The per point value shall be:

January 1 st , 1980	2.19 cents
January 1 st , 1981	All rates shall be increased by \$1.25 per hour
May 1 st , 1981	All rates shall be increased by a further \$0.25 per hour
January 1 st , 1982	All rates shall be increase by the percentage increase (12.79%) as determined by the difference in the Consumer Price Index (Canada) for the period October 1980 to October 1981 inclusive, with a guarantee that no rate shall be increased by less than \$1.15 per hour
April 1 st , 1982	All rates shall be increased by \$0.20 per hour
August 1 st , 1982	All rates shall be increase by \$0.20 per hour
January 1 st , 1983	All rates shall be increased by 3%
January 1 st , 1985	All rates shall be increased by 1%
July 1 st , 1985	All rates shall be increased by 1%
January 1 st , 1986	All rates shall be increased by .5%
July 1 st , 1986	All rates shall be increased by \$0.31 per hour
July 1 st , 1987	All rates shall be increased by 2.80%
July 1 st , 1988	All rates shall be increased by 3.2%
July 1 st , 1989	All rates shall be increased by \$0.70 per hour
January 1 st , 1990	All rates shall be increased by \$0.30 per hour
July 1 st , 1990	All rates shall be increased by 4%
January 1 st , 1991	All rates shall be increased by 3%
July 1 st , 1991	All rates shall be increased by 4%
January 1 st , 1992	All rates shall be increased by 3%
August 1 st , 1993	All rates shall be increase by \$0.50 per hour
July 1 st , 1994	No wage increase
July 1 st , 1995	All rates shall be increased by 1.2%
March 1 st , 1998	Ten cents (\$.10) per hour increase across the board
July 1 st , 1998	One point two percent (1.2%) wage increase
January 1 st , 2001	Two percent (2%) wage increase
January 1 st , 2002	One percent (1%) wage increase for the common expiry date
July 1st, 2006	Two percent (2%) wage increase
July 1st, 2007	Two percent (2%) wage increase
July 1st, 2008	Two percent (2%) wage increase
July 1st, 2009	Two percent (2%) wage increase
July 1st, 2013	One percent (1%) wage increase
February 1st, 2014	Two percent (2%) wage increase
May 1st, 2014	One Half percent (0.5%) wage increase
July 1st, 2015	One percent (1%) wage increase
May 1st, 2016	Economic Stability Dividend

July 1st, 2016	One Half percent (0.5%) wage increase
May 1st, 2017	One percent (1%) wage increase plus Economic Stability Dividend
July 1st, 2017	One Half percent (0.5%) wage increase
May 1st, 2018	One percent (1%) wage increase plus Economic Stability Dividend
July 1st, 2018	One Half percent (0.5%) wage increase
May 1st, 2019	One percent (1%) wage increase plus Economic Stability Dividend
July 1, 2019	Two percent (2%) wage increase
July 1, 2020	Two percent (2%) wage increase
July 1, 2021	Two percent (2%) wage increase

~~For the period January 1, 2002, to June 30, 2003, wage increases equivalent to wage increases negotiated in the broad public sector, such as between the Public Service Employee Relations Commission (PSERC) and B.C. Government & Service Employees' Union (BCGEU), the Health Employers Association of B.C. (HEABC) and the health care unions, the B.C. Public School Employers' Association (BCPSEA) and the B.C. Teachers Federation (BCTF). In the event of a dispute, it shall be referred to Irene Holden and Vince Ready for a final and binding resolution.~~

ARTICLE 25: PAYMENT OF WAGES AND ALLOWANCES

25.19 Fire Drills on Buses

School Bus Operators will receive two (2) hours per year, with pay, with students on board the buses for the purposes of practising fire drills on school property.

25.20 Extra-Curricular Busing

School Bus Operators who transport pupils during the normal work week on extra-curricular trips shall be paid for actual time worked, including rest breaks, at the appropriate rate. Down time shall not be considered time worked, however, and split shift premium will apply to the first eight (8) hours worked.

Whenever possible, assigned field trips shall be posted in the workplace no less than three (3) days prior to the trip.

25.21 Bus Driver's Medical

The employer shall pay up to one hundred dollars (\$100.00) toward the cost of medical examinations related to Bus Driver's maintaining their class 2 BC driver's licence as required by the Superintendent of Motor Vehicles.

ARTICLE 28: EMPLOYEE BENEFITS

28.01 Employee Benefits

Eligible employees working at least seventeen and one-half (17 1/2) hours per week in categories which have a normal thirty-five (35) hours per week schedule or twenty (20) hours per week for categories which have a normal forty (40) hours per week, shall have the option of participating in **Extended Healthcare Plan**~~Medical Services Plan~~ and the Municipal Pension Plan subject to the provisions of any relevant statute or regulation. All other benefits of the Agreement shall apply to all employees in proportion to the individual's hours of work.

28.04 Group Life Insurance

Eligible employees shall be covered by a mutually acceptable group life insurance plan with premiums being paid fully by the Board. Any experience rating refunds will be used to maintain the plan. Participation in the group life insurance plan shall be a condition of employment. Group life ~~changes to 3 x salary effective June 1, 1994~~ **insurance pay-out is three times (3x) annual salary to a maximum of \$150,000.**

28.05 Dental Plan

~~Effective July 1st, 1983, a~~ All eligible employees shall be covered by a mutually acceptable dental plan with one hundred percent (100%) of the cost of the premiums being borne by the Board. Participation in the group dental plan shall be a condition of employment for all employees who are not covered by another dental plan.

The coverage shall be as follows:

- **Basic Services Plan** "A" - 100%
- **Major Restorative Services Plan** "B" - 60%
- **Orthodontics Plan** "C" - 50%
- **Endodontics - 100%**
- **Periodontics - 100%**

ARTICLE 31: JOB SECURITY

31.01 Contracting Out

- (d) 1. ~~Society buses are used primarily for extra-curricular activities.~~ **It is preference of both parties to use school district resources, wherever possible. Circumstances may warrant the contracting out of bus services to transport School District 62 (Sooke) students. In consultation with the Union, an external provider may be engaged under any one of the following conditions.**
- i. **It is determined that no school district bus and/or driver is available;**
 - ii. **Trip distance or duration that operational requirements cannot accommodate;**
 - iii. **The requirement to accommodate cargo and safety related issues.**
2. ~~When a Society Bus is used to transport students for curricular trips during the regular school day (e.g. typically between the hours of 8:00 a.m. to 3:00 p.m.) a District School Bus Operator will be used, with the exception of students in the Alternative Program.~~ **For greater certainty, contracting out will be considered for field trips involving football teams, band groups or skiing due to cargo and safety related issues. If the parties disagree during consultation, the grievance procedure will apply.**
3. ~~If a trip extends beyond the regular school day a District School Bus Operator may be used.~~

NEW LETTER OF UNDERSTANDING

This Letter of Understanding is regarding the allocation of the Provincial Framework Agreement – Local Table Allocation. The parties agree that the Provincial Framework Agreement – Local Table Allocation will be allocated in the following manner:

Effective July 1, 2022

1. **Bus Driver classification shall be moved to Schedule A and have a base pay rate of \$27.30 per hour.**
2. **Custodian 1 classification shall be moved to Schedule A and have a base pay rate of \$27.30 per hour.**

Effective July 1, 2023

1. **The incumbents in the following classifications, already on Schedule A, will begin to receive the Tradesperson Premium:**
 - **Capital Foreperson**
 - **Lead Hand Mechanical**
 - **Lead Hand Building Trades**
 - **Lead Hand Electrician**
 - **Lead Hand Grounds**
2. **Carpenter classification shall be moved to Schedule A and have a base pay rate of \$28.75 per hour. Incumbents will continue to receive the Tradesperson Premium.**

Effective July 1, 2024

1. **The District will pay for Criminal Record Checks for CUPE employees that are required by the District.**

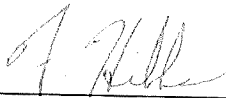
From the Date of Ratification of the Collective Agreement onward:

1. **Incumbents in positions on Schedule B that currently receive the Tradesperson Premium will keep their Tradesperson Premium when moving over to Schedule A.**

2. All new hires requiring a tradesperson qualification will be paid on Schedule A and will not be eligible for the Tradesperson Premium.

SIGNED ON BEHALF of
School District 62 (Sooke)

this 20th day of January, 2023



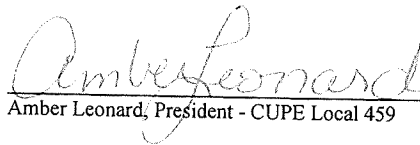
Fred Hibbs, Executive Director HR



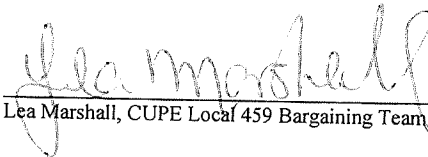
Harold Cull, Secretary Treasurer

SIGNED ON BEHALF of the
Canadian Union of Public Employees,
Local No. 459

this 20th day of January 2023



Amber Leonard, President - CUPE Local 459



Lea Marshall, CUPE Local 459 Bargaining Team