

"Memorandum"

Between

**BOARD OF EDUCATION for SCHOOL DISTRICT 34
Abbotsford School District
"Employer"**

And

**TEAMSTERS LOCAL 31
"Union"**

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

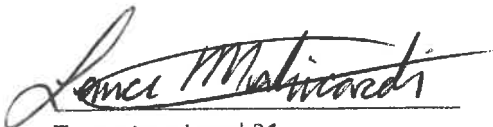
The July 1, 2019 – June 30, 2022 Collective Agreement will continue in force and effect until June 30, 2025 except as modified by the following:

Appendix A – Provincial Framework Agreement .

Appendix B – Local Memorandum of Agreement between the Board of Education for School District 34 Abbotsford School District and Teamsters Local 31 which sets out all other agreed changes to the Collective Agreement.

Ratification

This MoA is subject to ratification by the Board of Education of School District No. 34 Abbotsford School District, the British Columbia Public School Employers' Association, and the membership of Teamsters Local 31.


Teamsters Local 31


School District No. 34 (Abbotsford)

Teamsters Bargaining Committee Signatures:

Mike Hemmery

Shirley

Updell

Conrad

J. White

John Carter

Chris Kelly

MDost

Appendix A

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association

("BCPSEA") and

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

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

1. Term

July 1, 2022 to June 30, 2025

2. Wages Increases

General wage increases as follows:

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

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

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

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

3. Wage Increase Retroactivity

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

E & O E

4. COLA Adjustment

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

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

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

5. Public Sector Wage Increases

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

- b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

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

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

~~6. Local Table Bargaining Money~~

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

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

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

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

7. Provincial Labour Management Committee

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

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

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

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

8. Support Staff Education Committee (SSEC)

Structure:

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

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

Mandate:

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

- a) Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b) Developing and delivering education opportunities to enhance service delivery to students;
- c) Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d) Enable the provision of education opportunities to enhance and support the understanding, recognition and reconciliation process with Indigenous Peoples;
- e) Enable the provision of education opportunities to enhance and support equity, diversity, and inclusion as well as cultural safety;

- f) Skills enhancement for support staff;
- g) EA curriculum module development and delivery;
- h) These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations.

Terms of Reference:

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

Funding:

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

9. Safety in the Workplace

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

10. Provincial Joint Health and Safety Taskforce

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

The Provincial Joint Health and Safety Taskforce will:

- a) develop Terms of Reference to support training on the 2021 Workplace Violence Prevention Toolkit and the joint health and Safety Evaluation Tool;
- b) support the Support Staff Education Committee (SSEC) in the development of training related to the 2021 Workplace Violence Prevention Toolkit;
- c) provide a joint communication on the availability of training related to the 2021 Workplace Violence Prevention Toolkit for all Occupational Health and Safety Committees;
- d) review and update as required the Joint Health and Safety Evaluation Tool resulting from the 2019-2022 Provincial Framework Agreement;

- e) provide the reviewed Joint Health and Safety Evaluation Tool to each school district and local union;
- f) Identify and share best practices for the development of Individual Safe Work Instructions or equivalent.

11. Job Evaluation

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

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

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

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

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

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

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

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

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

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

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

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

12. Committee Funding

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

~~13. Public Education Benefits Trust~~

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

14. Benefits

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

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

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

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

15. Production of Local Collective Agreements

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

16. Demographic, Classification and Wage Information

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

17. Unpaid Work

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

18. Education Assistant Credential Standardization

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

19. Provincial Framework Bargaining 2025

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

20. Provincial Dispute resolution

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

21. Funding

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

22. Employee Support Grant

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

23. Adoption of the Provincial Framework Agreement

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

Dated this 15th day of September, 2022.

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

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Provincial Framework Agreement – Appendix A

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

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

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

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

hours for which the employee has not otherwise been paid as a result of strike or lockout.

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

Original signed on 15th September, 2022 by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Paul Simpson

Appendix B

Local Memorandum of Agreement Between the Board of Education for School District 34 Abbotsford School District and Teamsters' Local 31

Each item and proposal are attached for reference.

<u>Article</u>	<u>Item</u>
<u>Article 3:1.3</u>	Postings - Definitions
<u>Article 5:1.6</u>	Probationary Period
<u>Article 6</u>	Trial Period
<u>Article 8:6.7</u>	Transition from Casual/ESC Employee to Regular Employee
<u>Article 11.4</u>	Education Assistant/Youth Care Worker/Itinerant Youth Care Worker
<u>Article 16:12.1</u>	Leave of Absence - Other
<u>Article 16:13.1</u>	Long Term Service Leave (Without Pay)
<u>Article 16:16</u>	Augmentation of Personal Business Leave
<u>Article 17:1.4.3</u>	Teamsters' National Pension Plan - Contributions
<u>Article 17:2.5.1</u>	Teamsters' National Benefit Plan - Costs
<u>Article 17:4</u>	Sick Leave
<u>Article 20:6</u>	On-call Premiums
<u>LOU</u>	Classification Levels for Education Assistants
<u>LOU</u>	Instructional Support Staff Posting Process
<u>LOU</u>	Job Descriptions
<u>LOU</u>	Labour Market Adjustments
<u>LOU</u>	Potential Increase to the Funding provided to the Board for the Learning Improvement Fund
<u>LOU</u>	Professional Development
<u>Letters of Understanding: Renewals, Revisions, Deletions</u>	
<u>Housekeeping Proposals</u>	

Article 3:1.3

Replace with the following

“Direct service” – the following classifications shall be considered to provide direct services to a student(s):

- (1) Education Assistant
- (2) Youth Care Worker
- (3) Bus Driver
- (4) Indigenous Support Worker
- (5) Any other classification as mutually agreed between the Board and the Union.

Article 5 Probationary Period

Add a new Article 5:1.6, as follows:

An employee must complete their probationary period before they can apply for a position in a different job classification or job band, unless otherwise agreed to by the Board and the Union.

December 7, 2022

Article 6 Trial Period

Delete Articles 6:4, 6:4.1 and 6:4.2.

Article 8:6.7 – Transition from Casual/ESC Employee to Regular Employee

Replace Article 8:6.7 with the following:

An employee who has transitioned to regular status, but does not hold a continuing or temporary position in the classification in which they regularized, must, in order to maintain their regular status and benefits, apply for all continuing and temporary postings for which they are qualified in the employee's primary classification (as defined in Article 8:5.1) or in any other classification in which the employee has worked up until the employee's status being changed to a "regular" employee (pursuant to Article 8:6.1). Failure to apply for such a posting of a continuing or temporary position, or failure to accept a posted continuing or temporary position upon being awarded same, will result in loss of benefits and seniority and the employee will be transitioned back to casual/ESC status.

Article 11:4 – Education Assistant/Youth Care Worker/Itinerant Youth Care Worker

In the title for Article 11:4, and wherever used in any of the provisions in Article 11:4, replace the words:

“Education Assistant/Youth Care Worker/Itinerant Youth Care Worker”

with:

“Education Assistant/Youth Care Worker/Indigenous Support Worker”

Article 16:12.1 – Other

Replace Article 16:12.1 with the following:

Leave of absence without pay may be granted to an employee requesting such leave for good and sufficient cause. Leaves of longer than one (1) month granted under this Article shall be at no cost to the Board.

Employees will not be granted an unpaid leave of absence for paid employment opportunities elsewhere.

Proposal #20

Article 16:13.1 – Long Term Service Leave (Without Pay)

Amend

The Board shall grant long term service leave to regular employees who have seven (7) calendar years of services as a regular employee as of the date of their written application. This leave may be applied for once every seven (7) years.

Employees will not be granted unpaid leave of absence for paid employment opportunities elsewhere.

Article 16:16 AUGMENTATION OF PERSONAL BUSINESS LEAVE

Effective January 1, 2023, replace Articles 16:16.1.1, 16:16.1.2 and 16:16.1.3 with the following:

16:16.1.1 two (2) but less than four (4) non-accumulated sick leave credits as of December 31 of the calendar year, the employee shall be entitled to carry over one (1) day for the purposes of leave for personal business;

16:16.1.2 four (4) but less than six (6) non-accumulated sick leave credits as of December 31 of the calendar year, the employee shall be entitled to carry over two (2) days for the purposes of leave for personal business;

16:16.1.3 six (6) or more non-accumulated sick leave credits as of December 31 of the calendar year, the employee shall be entitled to carry over three (3) days for the purposes of leave for personal business.

Article 17:1.4.3

Article 17:1.4.3 shall be replaced by the following provisions effective the first day of the pay period which occurs after a period off sixty (60) days following the date of the ratification by both parties of the 2022-2025 Collective Agreement.

17:1.4.3 Subject to Article 17:1.4.3.1, the employer shall contribute, in respect of those eligible employees who are participating in the Teamsters National Pension Plan ("TNPP"), the same Employer contribution rate as the Employer pays to the Municipal Pension Plan for its eligible employees participating in the MPP. (Note: as of December 2022 the Employer contribution rate to the MPP is 9.31%)

17:1.4.3.1 Any eligible employee participating in the TNPP, for whom the Employer is currently paying pension contributions at a higher rate than would be paid based on the MPP rate of contribution, shall be maintained at their current pension contribution rate until such time as the MPP contribution rate paid by the Employer exceeds the TNPP contribution rate being paid for that employee, at which time Article 17:1.4.3 shall be applied.

Article 17:2.5.1

Replace Article 17:2.5.1 with the following:

The Employer shall contribute Three Hundred and Ten Dollars (\$310.00) for any month in which any eligible employee is covered by the Plan for one day or more.

Effective the first (1st) day of the calendar month following the date of ratification by both parties of the 2022-2025 Collective Agreement, the Employer shall contribute Three Hundred and Twenty-Seven Dollars (\$327.00) per month.

Effective July 1, 2023, the Employer's monthly contribution shall be increased by the percentage of the General Wage increase effective July 1, 2023 (inclusive of any COLA adjustment).

Effective July 1, 2024, the Employer's monthly contribution (in effect in June 2024) shall be increased by the percentage of the General Wage Increase effective July 1, 2024 (inclusive of any COLA adjustment).

Article 17:4 SICK LEAVE

Add a new Article 17:4.9 as follows

17:4.9 When no one at home, other than the employee, can provide for the needs of a sick member of their immediate family, the employee shall be entitled, after notifying their supervisor, to use up to two (2) unused sick leave credits per calendar year to care for the member of the family who is ill. For the purposes of this Article, "immediate family" shall be defined as any person who lives with the employee as a member of the employee's immediate family.

Article 20:6 On-Call Premiums

Replace Article 20:6.6 with the following:

- 20:6.6 An employee who is required to respond to a call during the period of time when they are designated to be on-call, provided the call/issue is fifteen (15) minutes or longer in duration, shall receive two (2) hours pay at the applicable overtime rate.
- 20:6.6.1 If a second call is received during this two (2) hour period, no further overtime will be paid to the employee.

Note: The Letter of Understanding re: On-Call Premiums Article 20:6 (dated September 5, 2019) is spent.

LETTER OF UNDERSTANDING

Between:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 34 (ABBOTSFORD)

(the "Board")

And:

TEAMSTERS LOCAL UNION NO. 31

(the "Union")

Re: Classification Levels for Education Assistant Job Family

WHEREAS:

- A. The Union presented its Bargaining Proposals, for the renewal of the 2019 – 2022 Collective Agreement between the Parties, to the Board on May 17, 2022.
- B. Proposal #10 of the Union's May 17, 2022 Bargaining Proposals is entitled "Job Classification description in agreement EAs and Indigenous Support Workers (ISW)".
- C. The Parties have agreed to refer the Union's Proposal #10 to a Working Group to consider the classification levels for Education Assistants (EAs) employed by the Board.

NOW THEREFORE the Parties have agreed to the following terms and conditions:

- 1. The Parties agree to establish an EA Classification Levels Working Group (the "Working Group"), which shall be comprised of up to four (4) representatives appointed by the Board and up to four (4) representatives appointed by the Union.
- 2. The topics to be considered by the Working Group shall include:
 - The strengths and weaknesses associated with the current classification levels for EAs employed by the Board;
 - The potential revisions of the current classification levels for EAs employed by the Board; and
 - The potential service delivery impacts which may arise from any proposed revisions to the classification levels for EAs employed by the Board.
- 3. The Working Group shall report its findings, and any non-binding recommendations, to the Board and the Union within one (1) year from the date of the ratification of the 2022 – 2025 Collective

Agreement, or such later date as may be mutually agreed to by the Parties. In the event that any recommendations made by the Working Group are approved by both the Board and the Union, the Parties may agree to have the approved recommendation(s) implemented during the term of the 2022 – 2025 Collective Agreement.

4. Employees appointed by the Union to the Working Group shall be granted leave of absence without loss of regular pay for periods of time spent attending meetings of the Working Group during their regularly scheduled hours of work.

SUBJECT: INSTRUCTIONAL SUPPORT STAFF POSTING PROCESS

This LOU applies to Education Assistants and Youth Care Workers.

Article 11.4 and 11.6 apply with the addition of the following:

Staffing Process

After the completion of the current school year until September 30th, the Board will post every vacancy since the commencement of the previous school year and every newly created position that has not been previously subject to the posting procedure. Education Assistants and Youth Care Workers, who are the successful applicant to a vacant posted position, are not eligible to bid on another posting for the balance of the school year, unless the vacated position is an increase in FTE or a higher classification.

Education Assistant, Youth Care Worker, and Itinerant Youth Care Worker positions shall only be posted from the completion of the school year until September 30th. Postings from the completion of the school year until August 20th will be posted for a duration of 7 days, postings from August 20th until September 30th will be posted for two days (excluding weekends). Successful candidates will commence work in the position immediately, and previous positions back-filled with a casual employee. The postings are exempt from any other posting language in the Collective Agreement.

Any position vacated due to retirement, resignation or termination of employment between October 1 and April 30 will be posted no later than May 15. Commencement into the position will begin the following school year. Should the position be reduced or eliminated prior to the occupation of the position, the employee shall remain in the former position held. Employees awarded a position in the May 15 round shall not be prohibited from participating in the summer posting procedure.

Layoff Process:

The least senior employee within the job classification at a school site shall receive the notice of layoff. Should the reduction of staff at the school site be adjusted prior to September 30, the layoff shall be rescinded.

Instructional Support Staff issued layoff can post for vacant positions.

Should the employee post into a position prior to the end of August, the layoff is deemed resolved.

If an employee does not post into a vacant position, they will receive information about their bumping position/location in the last week of August.

School Reassignment Process:

A School Reassignment process will be conducted prior to the May 15 posting round for Education Assistants and Youth Care Workers posted to a school.

When a regular Education Assistant/Youth Care Worker has been issued lay off notice, and there is a continuing or one-year temporary vacancy at the same school, in an equal or lower classification with an equal or lower FTE, which they are qualified for, the vacancy will be offered to the laid off employee as a School Reassignment. If the employee accepts the School Reassignment, their employment will be deemed to have been made whole.

Employees who have been issued lay off notice and accept a one-year temporary vacancy in the School Reassignment process, will be deemed made whole for the school year, and the staffing/layoff/reassignment process outlined above will apply in the following school year. While working in the temporary position, the employee's benefits will continue.

Employees choosing School Reassignment shall not be prohibited from participating in posting rounds.

June 21, 2022

Letter of Understanding re: Job Descriptions

Replace the second sentence of the LOU with the following:

All current Job Descriptions shall be forwarded to the Union by December 20, 2022.

LOU – Labour Market Adjustments

Commencing July 1, 2022:

1. .5% Labour Market Adjustment for Education Assistants – EA Job Family Level 1, 2 & 3
2. .5% Labour Market Adjustment for Youth Care Workers – YCW Job Family Level 1 & 2
3. .75% Labour Market Adjustment for Custodians
4. .75% Labour Market Adjustment for Administrative Assistants – Administration: Schedule A.3 (all job families)

Commencing July 1, 2023:

1. 1.25% Labour Market Adjustment for Education Assistants – EA Job Family Level 1, 2 & 3
2. 1.25% Labour Market Adjustment for Youth Care Workers – YCW Job Family Level 1 & 2
3. .5% Labour Market Adjustment for Custodians
4. .5% Labour Market Adjustment for Administrative Assistants – Administration: Schedule A.3 (all job families)

LETTER OF UNDERSTANDING

Between:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 34 (ABBOTSFORD)

(the "Board")

And:

TEAMSTERS LOCAL UNION NO. 31

(the "Union")

Re: Potential Increase to the Funding provided to the Board for the Learning Improvement Fund

WHEREAS:

- A. It is anticipated that the Provincial Government may increase the level of the Learning Improvement Fund ("LIF") provided to School Districts in the 2023-2024 School Year.
- B. During the negotiations for the renewal of the 2019-2022 Collective Agreement, the Parties reached agreement with respect to how to allocate any additional LIF funding that the Board may receive from the Provincial Government in the 2023-2024 School Year.

NOW THEREFORE the Parties have agreed to the following terms and conditions:

- 1. The Parties agree to allocate any increased funding received by the Board from the Provincial Government in the 2023-2024 School Year so as to increase the number of regular hours to be worked by some Education Assistant (EA) positions which are currently scheduled to work five and one-half (5 1/2) hours per day, as specified in paragraph #2 below.
- 2. The Parties have agreed, insofar as the available increased LIF funding to the Board by the Provincial Government in the 2023-2024 School Year would permit, to have the following EA positions posted for more than five and one-half (5 1/2) hours, up to seven (7) hours, per day:
 - At each Elementary School – 1 or 2 EA positions; and
 - At each Middle School – 1 EA position.
- 3. The Parties agree that the EA Classification Levels Working Group shall be responsible for recommending to the Board and the Union how any available increased LIF funding provided to the Board by the Provincial Government in the 2023-2024 School Year shall be allocated among the potential EA positions as specified in paragraph #2 above.

4. The continuation of the increased hours for the EA positions, as implemented pursuant to paragraphs #2 and 3 above, shall remain in effect beyond the 2023-2024 School Year for as long as the Board continues to receive the increased amount of the LIF funding from the Provincial Government or until the Parties mutually agree otherwise, whichever occurs first.

LOU – Professional Development

Effective July 1, 2024, the parties agree to allocate \$80,000 to professional development and/or an increase to the number of regular hours to be worked by some Education Assistant (EA) positions which are currently scheduled to work five and one-half (5 1/2) hours per day, as mutually agreed to by the parties.

LETTERS OF UNDERSTANDING

A. Renew the following Letters of Understanding which are attached to the 2019 – 2022 Collective Agreement:

- Apprenticeship Program
- Banding
- Classification: "Education Assistant – Limited Placement"
- Classifications and Levels of Classifications: Application to the Bumping Provisions in Article 11
- Contracting Out
- Custodial Area Formulas and Custodial Posting Requirements
- Emergency Services
- Pay Equity
- Posting and Assignment of Bus Driver Work
- Recovery of Overpayments
- Service Improvement Fund
- Strong Start Facilitators
- Temporary General Maintenance Positions for Grass Cutting
- Theatre Technician
- "Trainee" Employees
- Training Allowance
- Uniform Maintenance Allowance
- Union Bargaining Committee – Article 16:1.1
- Union/Industry Advancement Fund

B. Revise and renew the following Letter of Understanding which is attached to the 2019 – 2022 Collective Agreement:

- Clerical, Education Assistant, Youth Care Worker Staff Posting Procedure

Revise by adding "Indigenous Support Worker" to the LOU.

C. Delete the following which are currently attached to the 2019 – 2022 Collective Agreement:

- Letter of Understanding re: Municipal Pension Plan
- "Memorandum", including Appendix A (Provincial Framework Agreement) and Appendix B (Local Memorandum of Agreement) (which are all currently found on pages 136 – 152 of the 2019 – 2022 Collective Agreement).

D. Add the following Letters of Understanding as attachments to the Collective Agreement:

- (i) Bus Driver Short Notice Extension of Shift (dated October 19, 2021)

Revise the effective dates in the opening paragraph to be from July 1, 2022 until the end date of the new Collective Agreement.

- (ii) Busing/General Maintenance Pilot (dated May 25, 2022)

- (iii) Casual to Regular Custodian Vacation Entitlement

Replace the complete LOU with the following:

Subject: Casual to Regular Custodian Vacation Entitlement

The Parties agree to the following:

The following formula will be utilized to determine vacation entitlement for custodians transitioning from casual to regular employee.

The process for re-calculating the custodian's vacation entitlement date is as follows:

- 2080 hours is the maximum regular annual hours for a full-time custodian position;
- Casual custodians receive 4% in lieu of stats per year (96 hours per year);
- Casual custodians receive 4% in lieu of vacation time off (80 hours per year);
- 2080 hours less 168 hours (less 96 hours for stats and 80 hours for vacation) = 1904.
This is the annual hours to use to calculate vacation years;
- Determine regular hours worked for the year and divide it by 1912 hours to determine vacation years;

- Use the vacation years to determine a new vacation entitlement date by counting backwards using a calendar from the regular status date.

(iv) Restructuring of Library Technicians (dated May 2022).

(v) Re: 17.1 Teamsters' National Pension Plan – Employee Pension Bi-Weekly Voluntary Contribution Rates (dated June 9, 2021).

(vi) Re: 17.1 Teamsters' National Pension Plan (dated July 20, 2021).

General Housekeeping Proposal

Throughout the Collective Agreement replace the term "Aboriginal" with "Indigenous" or "Indigenous Peoples".

HOUSEKEEPING PROPOSALS

(i) General

Throughout the Collective Agreement, change "he/she" to "they".

(ii) Article 3:2.6

Replace Article 3:2.6 with the following:

The Bus Driver posting procedure shall be administered in accordance with the Letter of Understanding – Posting and Assignment of Bus Driver Work.

(iii) Article 3:4.8

Re-insert Article 3:4.8 to the Collective Agreement, as follows:

3:4.8 In the event that the regular employee's position no longer exists, including when the position has been filled pursuant to Article 3:4.6 herein, the employee will have access to Article 11 – Layoff and Recall Procedures.

(iv) General

Change all references to "Clerical employees" to "Administrative Support employees" throughout Article 9 and any other Articles in the Collective Agreement.

(v) Article 12:6.1

Replace Article 12:6.1 with the following:

For the purposes of this Article, employees in Maintenance (Schedule A.1) shall mean all classifications.

(vi) Article 13:2.6.1

Replace Article 13:2.6.1 with the following:

Work performed on an employee's second day of rest (normally Sunday) shall be at double (2) the employee's regular hourly rate of pay.

(vii) **Article 16:13.6.1**

Replace Article 16:13.6.1 with the following:

current Teamsters' National Benefit Plan benefits shall be discontinued for the duration of the leave,

(viii) **Article 16:14.6.1**

Replace Article 16:14.6.1 with the following:

current Teamsters' National Benefit Plan benefits shall be discontinued for the duration of the leave,

(ix) **Article 17:1.1.1**

Replace Article 17:1.1.1 with the following:

It is agreed that the Board of Education of School District No. 34 (Abbotsford) (the "Employer") will participate throughout the life of the Collective Agreement negotiated with Teamsters Local Union No. 31 (the "Union") in the Teamsters' National Pension Plan (the "Plan"), as amended from time to time, with respect to those eligible employees who are participating in the Plan on or after July 1, 2021.

(x) **Article 17:1.2**

Replace Articles 17:1.2.1, 17:1.2.2 and 17:1.2.3 with the following:

17:1.2.1 The Provision in Article 17:1 (Teamsters' National Pension Plan) shall only be applicable to those eligible employees who are participating in the Plan as of July 1, 2021.

17:1.2.2 Any eligible employee, who is participating in the Plan as of July 1, 2021, shall remain a member of the Plan.

17:1.2.3 Any employee, who

(i) is newly hired by the Employer into a position within the Union's bargaining unit on or after July 1, 2021, and

(ii) is not participating in the Plan as of July 1, 2021,

shall join the Municipal Pension Plan, subject to the terms and conditions of the Municipal Pension Plan.

(xi) **Letter of Understanding re: Hiring Individuals with Special Needs**

In paragraph (8) of the LOU, replace the words:

“...will be paid an additional fifty-four cents (\$0.54) per hour worked with the Special Assistant.”

with:

“...will be paid the Leadhand Allowance per hour worked with the Special Assistant.”

Schedule A.1 – Maintenance

Classification is Trades

Band 1	Facilities Project Coordinator
Band 3	Foreman – Carpentry
	Foreman – Construction
	Foreman – DDC
	Foreman – Electrical
	Foreman – Electronics
	Foreman – Grounds
	Foreman – HVAC
	Foreman – Painting
	Foreman – Plumbing
	Foreman – Transportation
Band 5	Trades – Journeyman Carpenter
	Trades – Journeyman Direct Digital Controls
	Trades – Journeyman Electricians
	Trades – Journeyman HVAC
	Trades – Journeyman Carpenter Joinery
	Trades – Journeyman Commercial Vehicle Mechanic
	Trades – Journeyman Mechanic
	Trades – Journeyman Painter
	Trades – Journeyman Plumber

Classification is Maintenance

Band 7	Groundskeeper
Band 9	General Maintenance – Projects
Band 12	General Maintenance

Schedule A.2 – Custodial

Classification is Custodial

Band 1	Foreman – Custodian
Band 4	Custodian IV
Band 5	Custodian III
Band 6	Custodian II
Band 7	Custodian I

Schedule A.3 – Administration

Classification is Finance

Band 1	Sr. Accounting Assistant – Finance
Band 2	Payroll Assistant
Band 3	Accounting Assistant – Secondary School
Band 4	Accounting Assistant – Finance

Classification is Administrative Level III

Band 2	Student Information Assistant – Secondary Schools
	Student Information Assistant – LSS

Administrative Supervisor – School
Administrative Supervisor – Facilities
Training Coordinator
Buyer

Classification is Administrative Level II

Band 3 Administrative Assistant – Elementary School
 Administrative Assistant – Middle School
 Administrative Assistant – Secondary School
 Administrative Assistant – Abbotsford Virtual School
 Administrative Assistant – CORE
 Administrative Assistant – Early Years/Navigator

Classification is Administrative Level I

Band 4 Administrative Assistant – Curriculum
 Administrative Assistant – Facilities
 Administrative Assistant – Transportation
 Administrative Assistant – Custodial
 Administrative Assistant – International Education
 Administrative Assistant – LSS (Hospital Homebound)
 Administrative Assistant – ITC
 Administrative Assistant – Theatre Support
 Administrative Assistant – Career

Classification is Human Resources

Band 3 Human Resources Administrative Assistant – Teacher Dispatcher
 Human Resources Administrative Assistant – Benefits Administration
 Human Resources Administrative Assistant – Organizational H&S
Band 4 Human Resources Administrative Assistant – Reception

Classification is Library Technician

Band 4 Library Technician
 Library Technician – Itinerant
 Library Technician – Trainer

Schedule A.4 – Instructional Support

Classification is Youth Care Worker – Level II

Band 1 Youth Care Worker – Bakerview/Reach
 Youth Care Worker – Itinerant
 Youth Care Worker – SEL
 Youth Care Worker – Work Study

Classification is Youth Care Worker – Level I

Band 3 Youth Care Worker
 Youth Care Worker – DIST

Classification is Educational Resources

Band 4 Brailist
Band 5 Education Assistant – DIST

Early Childhood Educator – Just B4
 Early Childhood Educator – Seamless Day
 Indigenous Strong Start Facilitator
 Language Interpreter – Arabic
 Language Interpreter – Punjabi
 Parent Tot Outreach Facilitator
 Red Seal Chef
 Sign Language Interpreter

Strong Start Facilitator
 Theatre Technician
 Band 7 Food Service Worker
 Lab Assistant
 Band 9 Indigenous Support Worker Assistant
 Band 10 Concession Worker

Classification is Educational Assistant Job Family – Level III

Band 3 Education Assistant – Mentor
 Indigenous Support Worker – Mentor

Classification is Educational Assistant Job Family – Level II

Band 5 Education Assistant – Bakerview/Reach
 Education Assistant – DIST
 Education Assistant – Intervenor Vision & Auditory Support
 Education Assistant – Resource Room/Medical

Classification is Educational Assistant Job Family – Level I

Band 6 Education Assistant
 Education Assistant – Careers Assistant
 Education Assistant – French Immersion
 Indigenous Support Worker
 International Student Liaison

Schedule A.5 – Information Technology

Classification is Information Technology Support

Band 3 Technology Support – Infrastructure Systems Administrator
 Technology Support – Team Lead
 Band 6 Technology Support – IT Field Technologist
 Band 7 Technology Support – Hardware
 Technology Support – Integrated Team Administrator

Schedule A.6 – Transportation

Classification is Transportation Dispatcher

Band 1 Transportation Dispatch – Special Routes
 Band 2 Transportation Dispatch – Typical Routes

Classification is Transportation Driver

Band 3 Bus Driver
 Bus Driver/General Maintenance

Band 6 Delivery Driver

Classification is Crossing Guard
Crossing Guard