

**COLLECTIVE AGREEMENT
BETWEEN**

**THE BOARD OF EDUCATION FOR SCHOOL DISTRICT
NO. 93
(LE CONSEIL SCOLAIRE FRANCOPHONE DE LA
COLOMBIE-BRITANNIQUE)**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL
4227
(LE SYNDICAT CANADIEN DE LA FONCTION
PUBLIQUE, SECTION LOCALE 4227)**

EFFECTIVE JULY 1, 2022 TO JUNE 30, 2025

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ARTICLE 1 – PURPOSE OF THE AGREEMENT

It is the purpose of both parties of this Agreement:

- (a) To maintain harmonious relations between the Employer and the Union and provide settled conditions of employment;
- (b) To recognize the mutual value of joint discussions and negotiations;
- (c) To encourage efficiency in operations; and
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The parties agree that right and responsibility to manage and operate the district is
the exclusive responsibility of the employer except as limited within this Collective Agreement or within applicable legislation.

ARTICLE 3 – HUMAN RIGHTS

3.01 No Discrimination

The Employer **will not engage in** discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, **professional development**, promotions, lay-off, discipline, discharge or otherwise by reason of **indigenous identification**, age, race, colour, **ethnic origin**, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, **gender identification or expression**, sexual orientation, or as defined by the *B.C. Human Rights Code*, nor by reason of membership in the Union.

3.02 Harassment

The Employer and the Union recognize the right of employees to work, learn, conduct business, and otherwise associate in an environment that is free from sexual or personal harassment.

- (a) Sexual harassment is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the person experiencing the harassment.
- (b) Personal harassment is defined as:
 - (i) Any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know could be unwelcome; or
 - (ii) Objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates or humiliates another person; or
 - (iii) The exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
 - (iv) Such misuses of power or authority as intimidation, threats, coercion or blackmail.
- (c) Employees shall report allegations of harassment in accordance with the Employer's policy and procedure as well as WorkSafe BC regulations.
- (d) Where an employee believes that he has been subjected to harassment as defined under this article, the employee shall submit a written complaint to the superintendent or designate identifying the alleged harasser and detailing the specific behaviour or comments which are alleged to be harassment.
- (e) Such a complaint shall be filed within 12 (twelve) months of the behaviour or comment giving rise to the complaint.

- (f) Upon receipt of the complaint, the Employer shall initiate an investigation of the complaint within ten (10) working days. An extension may be granted by mutual agreement and shall not be unreasonably denied. The complaint will be investigated by a trained or experienced person. The superintendent or designate shall take appropriate action to address the complaint within thirty (30) days whenever possible.

- (g) An employee who is not satisfied with the outcome of their complaint may file a grievance at Step 3 of the Grievance Process, provided that the subject of the grievance has not been the issue in another dispute or grievance.

ARTICLE 4 – UNION RECOGNITION

4.01 Recognition

The Board recognizes the Canadian Union of Public Employees, Local 4227, as the sole and exclusive collective bargaining agent for the negotiations of all terms and conditions of employment of all employees within the bargaining unit for which CUPE Local 4227 is established as the bargaining agent pursuant to Section 142 of the *Labour Relations Code*.

4.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives, which may conflict with the terms of this Collective Agreement.

4.03 All Employees to be Members

Within one (1) week of signing this agreement, all employees of the employer shall as a condition of employment become and remain members in good standing of the Union, according the Constitution and By-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

4.04 Dues Check-Off

- (a) The Employer agrees to the check-off of all Union dues and assessment levied in accordance with the Constitution and By-laws of the Union. The Union agrees as to advise the Employer of the amount of such union dues and/or assessment, as may be determined from time to time by the said union.
- (b) The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with the list of those employees from whom such deductions were made, as well as their monthly total earnings.
- (c) A portion of such deductions are to be remitted to the National Secretary-Treasurer and a copy shall be forwarded to the Secretary-Treasurer of the Local no later than the 15th day of the following month. The other portion shall be remitted to the Secretary-Treasurer of the Local.

ARTICLE 5 – NEGOTIATIONS AND ADMINISTRATION OF THE COLLECTIVE AGREEMENT

5.01 Negotiations Committee

- (a) A Negotiations Committee shall be appointed by each party and shall consist of not more than four (4) members appointed by the Employer and four (4) members appointed by the Union.
- (b) Up to two (2) employees who are representatives of the Union shall have the privilege of attending, without loss of pay, meetings between the Union and the Board (or its representatives) held during working hours to negotiate this Collective Agreement or subsequent agreements.

5.02 Consultation Committee

- (a) The parties shall appoint a Consultation Committee composed of two (2) appointees of the Employer and two (2) appointees of the Union.

- (b) On the request of either party, the parties shall meet on a monthly basis whenever possible during the school year for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by the agreement.
- (c) The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues.
- (d) Any representative of the Union on this Committee, who is in the employ of the Employer, shall have the right to attend meetings of the Committee held within working hours without loss of pay.

5.03 CUPE Representation

The Union shall have the right at any time to have the assistance of the representative of the Canadian Union of Public Employees or any other advisers when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premise in order to deal with any matters arising out of this Collective Agreement.

5.04 Recognition of Shop Stewards and Liaison Officers

- (a) The Employer recognizes the Union to select stewards and liaison officers to represent employees.
- (b) The Union agrees to provide to the Employer a list of the employees designated as stewards, liaison officers and committee members.
- (c) A steward or liaison officer shall obtain permission from his supervisor before leaving work to perform the duties of steward and such permission shall not be unreasonably withheld.
- (d) Stewards or liaison officers shall be released from duties without loss of pay to perform the following duties:
 - (i) Stewards for presenting grievances under Article 10; and attending disciplinary meetings under Article 6.02; and
 - (ii) Stewards or liaison officers for attending meetings at the request of the Employer or meeting Employer representatives pursuant to the operations of this Collective Agreement.

ARTICLE 6 – DISCHARGE, SUSPENSION AND DISCIPLINE

6.01 The Employer may discipline any employee for just and reasonable cause.

6.02 Right to Have Steward Present

Where a supervisor intends to interview an employee for potential disciplinary purposes, the supervisor shall notify the employee of the purpose of the interview, in writing, no less than three (3) working days in advance, in order that the employee may arrange to have union representation.

6.03 Notification to Union

The employee and the Union will receive a copy of any written warning, disciplinary, suspension, or termination letters within a reasonable time.

ARTICLE 7 – NEW EMPLOYEES

7.01 The Employer **shall** acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with Union security and dues check-off.

The Employer shall also provide new employees with an **electronic** copy of the Collective Agreement and any materials as the Union may provide.

7.02 Orientation Meetings

For the purposes of this Article, the Employer will endeavour to meet with new employees once a year via video conferencing or at their workplace during or after their working hours for which they shall be paid. These sessions will also include orientation on policies & procedures of the Employer.

ARTICLE 8 – PERSONNEL RECORDS

8.01 Access to File

Upon written request, an employee shall have the right, at a mutually convenient time, to have access to and review his personnel record in the

- presence of Human Resources staff. **The employee may give written permission to the Chair or a CUPE member to have access to their file.** Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.
- 8.02 No evidence from the employee's record may be introduced as evidence in any hearing of which the employee and the Union would not have been made aware at the time of filing.
- 8.03 An employee shall have the right to make copies of any material contained in his personnel record.
- 8.04 Personnel files shall be in the custody of the Human Resources Department and shall not be accessible to other than appropriate administrative officials.
- 8.05 Clearing of Record

Upon written request, the Employer agrees to remove from an employee's personnel record any adverse letter twenty-four (24) months from the date of the letter provided there has been no further discipline action.

ARTICLE 9 – COMMUNICATIONS

- 9.01 The Employer shall provide to the Union at the time of distribution:
- (a) Notification of job postings;
 - (b) Public agendas and minutes of all Board meetings and all attachments as are provided to the public.
- 9.02 Upon request, the Union shall be provided with the following information within a reasonable time frame not to exceed ten (10) days:
- (a) A copy of all information of a public nature. This includes annual financial reports, audits, budgets, preliminary and final fiscal frameworks, and statements of final determination.

- (b) Twice per year, **or upon the union's request**, employee information, including a list of employees covered by this Agreement, showing their names, addresses, phone numbers, classification, seniority **date, length of service**, school and position.
- (c) Other information, which the Union reasonably requires to fulfill its role as the exclusive representative of employees in the administration of this Collective Agreement. In case of a dispute regarding what other information is required by the Union, the matter may be referred to expedited arbitration for resolution.

9.03 The Employer shall provide the Union with a copy of staff changes at the time such notification is provided to the Payroll Office.

9.04 Correspondence

Any correspondence arising out of this Agreement shall pass to and from the Superintendent or designate and the President of the Union or designate.

9.05 Bulletin Boards

The Employer shall provide bulletin boards or a portion on a bulletin board in all offices upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such bulletin boards shall be placed in a prominent place for all employees to see. These bulletin boards or a portion of the bulletin board will be for the exclusive use of the Union and for the benefit of their members. It is understood that this will only apply to CSF schools.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Definition

A grievance is any difference between the parties, or the Employer and any employee, concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitral. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work, or any reduction in production or service.

10.02. Procedure

Step 1: Within twenty (20) working days from the date of the incident prompting the grievance or from the date the employee became aware or could reasonable have become aware of the incident, the employee shall discuss the matter with his supervisor. If the employee so desires, a Shop Steward may be present during discussions at this Step. The supervisor shall have five (5) working days to reply.

Step 2: If no settlement is reached at Step 1, the Union shall submit the grievance in writing to Human Resources within five (5) working days of the discussion at Step 1. The parties agree that for termination grievances, the grievance will proceed directly to Step 2. The Director and/ or designate shall meet with the aggrieved employee and a maximum of two (2) Union representatives, within ten (10) working days of receipt of the grievance.

Step 3: If no settlement is reached at Step 2, the Union shall submit the grievance in writing to the Superintendent within five (5) workings days of the discussion at Step 2. The Superintendent and/or a maximum of two (2) designates shall meet with the aggrieved employee and a maximum of two (2) Union representatives within ten (10) working days of the receipt of the grievance.

Step 4: If no settlement is reached at Step 3, the grievance may be referred to arbitration. The party referring the grievance to arbitration shall give notice to the other party in writing within thirty (30) working days of the last meeting at Step 3. The parties shall agree upon an arbitrator within ten (10) working days of such notice.

Arbitration – Single Arbitrator

- (a) A single arbitrator shall hear all grievances. Each party shall pay one-half (1/2) of the cost of the arbitrator.
- (b) The arbitrator may determine his own procedure, but shall give full opportunity to all parties to present evidence and make representations to him.
- (c) The decision of the arbitrator shall be final and binding on all parties, but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect. Should the parties

disagree as to the meaning of the decision, either party may apply to the arbitrator to clarify the decision, which he shall do as quickly as possible.

- (d) If the parties fail to agree upon an arbitrator within ten (10) working days, the appointment shall be made by the Director of the Collective Agreement Arbitration Bureau upon request of either party.

10.03 Extension of Time Limits

The parties may, by mutual agreement in writing, extend the time limits established above, provide such extension is requested prior to the expiry of the time allowed.

10.04 Policy Grievances

Where a dispute involving a question of general application or general interpretation of this Agreement occurs or discharge of an employee occurs, or where the Employer has a grievance, such grievance may be processed commencing at Step 3, provided the grievance is submitted within sixty (60) working days from the date of the party became aware or could reasonably have become aware of the incident prompting the grievance.

ARTICLE 11 – SENIORITY

11.01 Seniority Date (also called primary seniority)

- (a) **The seniority date is defined as the date of the first day of work under a continuous contract.**
- (b) **Seniority cannot be changed while the employee is employed at the CSF.**

11.02 Continuous Service Time

- (a) **Continuous service time is defined as the length of time a regular employee has been paid since the first day of employment under a continuous contract with the Conseil Scolaire Francophone de la Colombie-Britannique and the continuous service time acquired with another school board in British Columbia, so long as the employee was employed in**

Programme Cadre with the other school board immediately preceding employment with the CSF.

- (b) Notwithstanding the above, sick leave (including long-term disability), pregnancy leave, parental leave, leave for union business, covered absences for work-related accidents, and periods of school holidays will be recognized in calculating continuous service. It is understood that leaves of absence without pay of less than one (1) month will not affect the calculation of continuous service.**

11.03 Seniority and Secondary Service Time

- (a) Secondary seniority is the date on which a temporary or casual employee has accumulated fifty (50) shifts in a twelve (12) month period.**
- (b) After working fifty (50) shifts in a twelve (12) month period, temporary and casual employees shall accumulate **secondary seniority time** for each shift worked. For the purposes of secondary seniority **time**, a shift will be defined as any day for which an employee has received wages for time worked.**
- (c) Secondary seniority **time** shall be used for applying for a posted position. An employee who has secondary seniority **time** and who applies for a posted position shall be considered after regular employees, **but** prior to outside applicants.**

11.04 Seniority Lists

- (a) The Employer shall maintain a **primary** seniority list for regular employees showing **their** current classification, **seniority** and **continuous service time**.**
- (b) When a temporary employee is appointed to a regular position, the Employer shall recognize any **secondary** service **time** in a temporary posting exceeding four (4) months worked by the employee for the purpose of **determining the primary seniority date as well as the continuous service time**. It is understood that these periods will be recognized only in the two (2) years preceding the date of the regular appointment. The primary seniority date **and the continuous service time** shall be adjusted accordingly.**

- (c) The Employer shall maintain a **seniority and secondary service time** list for temporary and casual employees showing the amount of shifts worked effective June 30 of each year.
- (d) Up-to-date seniority lists shall be sent to the Union in July of each year and/or upon request.

11.05 Loss of Seniority and Continuous Service Time

The seniority **and continuous service time** of a regular employee shall be lost and all rights forfeited, and there shall be no obligation to rehire, when the employee:

- (a) Resigns or retires;
- (b) Is discharged for just cause and is not reinstated;
- (c) Is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;
- (d) Fails to return to work upon expiration of leave of absence without notifying the Employer unless such notice was not reasonably possible;
- (e) Receives severance pay or is laid off for a period of two (2) years or more;
- (f) Loses the right to recall following a lay off at the end of the two (2) year period.

Secondary **service time** will be lost and all rights forfeited, and there shall be no obligation to rehire, when he:

- (a) Resigns or retires;
- (b) Is discharged for just cause and is not reinstated;
- (c) Has not been called to work during any twelve (12) calendar month period;
- (d) Refuses, or is not available, to report for work five (5) times within a twelve (12) month period unless such unavailability had been previously arranged with the Employer or for reasons beyond the employee's control.

11.06 Transfer Outside the Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority **date and continuous service time** for a period of twelve (12) months.
- (b) Such employee shall have the right to compete for posted vacancies within the bargaining unit during this twelve (12) month period. The employee shall not accrue **continuous service time** during the period of his appointment to a position outside the bargaining unit.

ARTICLE 12 – STAFF CHANGES

- 12.01 When the Employer determines a vacancy exists for a regular position, such vacancy shall be posted at all worksites for a minimum of five (5) working days.
- 12.02 Postings shall contain the job title/classification; location (where applicable); duties; required qualifications; rate of pay; and hours of work.
- 12.03 Temporary vacancies in excess of thirty (30) working days shall be posted. When a temporary position occupied by a regular employee ends, the employee shall revert to his regular position.
- 12.04 In filling vacancies, the qualifications, experience, skill and ability of the employee concerned shall be the primary consideration. **Regular employees who are qualified for the position shall have priority.** Where two (2) or more employees are qualified to fill the position applied for, seniority shall be the determining factor. **Where two (2) or more employees have equal seniority, preference shall be given to the employee with the most accumulated continuous service time. If seniority and continuous service time are the same for each candidate, preference will be given based on the date of the application for employment.**
- 12.05 All appointments to regular or temporary positions shall be for a trial or probationary period. If an extension of the trial or probationary period is

required, it shall be by mutual agreement between the Employer and the Union.

- (a) Employees shall serve a probationary period of four (4) months during their initial appointment to a regular or temporary position. The Employer may terminate any employee during their probationary period provided that it does not act in an arbitrary, discriminatory or bad faith manner. After successfully completing a probationary period, regular employees will serve a trial period of **four (4)** months in all subsequent appointments.
- (b) When a temporary employee is in a position for a period of **four (4)** months or more with no interruption of **continuous service time in that position**, and then is appointed to the same regular position, the probationary period shall be considered to have been served.
- (c) In the event the successful applicant proves unsatisfactory in the position during the trial period, he shall be returned to his former position, wage or salary rate, without **losing accumulated continuous service time** . Any other employee promoted or transferred because of the re-arrangement of positions should also be returned to his former position, wage or salary rate, without **losing accumulated continuous service time** .
- (d) If an employee is absent from work for ten (10) consecutive working days or more during the probation period, **and the trial period, the probation period or the trial period** will be extended by the equivalent period of absence.
- (e) For the fourth (4th) month of the probation period, the Employer shall add one and a half (1½) days of sick leave per month prorated to hours worked.
- (f) An evaluation of the employees shall be completed in writing.

12.06 When the hours of part-time positions are increased by more than twenty-five percent (25%), the positions shall be posted.

- (a) When the hours of a part-time position are increased by twenty-five percent (25%) or less to the combined hours of positions awarded to the employee (notwithstanding the job category), the incumbent shall be offered the additional hours as long as a scheduling conflict does not exist. Should the incumbent choose, however, he may

accept reassignment to the spare board, in which case the position will be posted at the increased hours.

- (b) In the case of education assistants or special education assistants (SEA), the “incumbent” will be the education assistant or the SEA who clearly is the primary service provider for a specific student or group of students.
- (c) Where regular education assistant or SEA hours are added to a school such that these hours do not increase the hours of an incumbent, then the additional hours (increased by twenty-five percent (25%) or less) will be offered to the most senior qualified education assistant or SEA in the program in the school. The most senior qualified education assistant or SEA must presently have a schedule that will not be in conflict with the required scheduling of the additional hours so that the additional hours best meet the needs of the student and school organization.

12.07 By mutual agreement between the Employer and the Union, an employee may be transferred from one position to another in the same classification if it is considered the employee can better serve the Employer in the new situation, or where it is proven that a move will be beneficial to the employee.

ARTICLE 13 - LAYOFF, BUMPING, RECALL AND SEVERANCE

13.01 A layoff shall be defined as a reduction in the workforce or a reduction in the weekly normal hours of work to the combined hours of positions awarded to the employee of fifteen percent (15%). It is understood by the parties that any reduction of hours of fifteen percent (15%) or less to any employee shall be permissible once in school year.

In the case of a reduction of fifteen percent (15%), the incumbent has the option to:

- (a) accept the reduction and remain in the position, or
- (b) accept the reduction and top up with equivalent hours or less from another classification, in accordance with seniority and qualifications in the same

location. This option can only be exercised during the school staffing process; or

- (c) exercise his seniority rights as outlined below.

13.02 Both parties recognize that job security shall increase in proportion to **seniority**. Therefore, in the event of a layoff, bumping and recall, the governing principle shall be seniority, except as otherwise provided.

13.03 The Employer shall determine which position(s) is/are to be eliminated or reduced in hours. Where positions are of the same classification and not tied to geographic location, the position(s) occupied by the most junior regular employee(s) shall be eliminated or reduced.

13.04 Notice

- (a) In the event of layoff, the Employer shall serve written notice to those regular employees who will be laid off.
- (b) Layoff notice shall be ten (10) working days prior to the effective date of layoff. Employees who have three (3) **complete** years shall receive additional notice of five (5) working days; and for each subsequent completed year of **seniority**, additional notice of five (5) working days, to a maximum total of forty (40) working days notice.
- (c) Layoff notice shall advise the employee of the right to bump and shall contain a copy of the seniority list with the job titles, locations and work assignments of all employees with less seniority than the employee.

13.05 Bumping

- (a) An employee who has received layoff notice is entitled to bump a more junior employee in any position for which they have the required qualifications, experience, skill and ability to perform the work in question.
- (b) The employee shall exercise the right to bump by informing the Employer of his choice, in writing, within five (5) working days of receiving notice under 13.04 above. Where an employee fails to exercise the right to bump, the right shall be forfeited for that layoff.

- (c) Regular full-time employees may bump full-time or part-time employees. Regular part-time employees may only bump other regular part-time employees or temporary employees. For purposes of this Article, full-time clerical and technical employees are those employees who work a thirty-five (35) hour week and full-time teaching assistants are those employees who work a thirty (30) hour week.

13.06 Recall

- (a) An employee who does not exercise or have available the right to bump or elect to take severance shall be deemed to be on recall. Should an employee opt for severance, he shall be removed from the recall list.
- (b) Such employees shall be recalled to their former position should it become vacant within twelve (12) months from the date of layoff. "Former position" means the last regular position to which the employee was appointed by way of job posting.
- (c) All other positions shall be posted through the normal posting procedures. Employees on recall shall receive electronically copies of job postings and are entitled to apply for such vacancies pursuant to Article 12 (Staff Changes).
- (d) It is the responsibility of the employee to keep the Employer informed of his current particulars.
- (e) Employees who have been laid off shall be entitled, subject to the terms and conditions of the applicable insurance contracts, to maintain their benefits during the recall period by paying the full cost of such benefits to the Employer.
- (f) Recall rights shall be maintained by an employee for a period of two (2) years.
- (g) A recall list of employees by seniority shall be provided to the Union upon request.

13.07 Summer or Temporary/Casual Work

- (a) Laid off, school term and regular part-time employees shall be given first opportunity for summer, temporary or casual work up to a maximum of full-time hours provided they have the required qualifications, experience, skill and ability to perform the work in question, have the seniority and there exists no scheduling conflict.
- (b) The Employer shall, before June 15, seek expressions of interest from the employees for summer work.

13.08 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall into permanent, temporary, or casual work provided they have the required qualifications, experience, skill, and ability to perform the work in question.

13.09 Severance

- (a) An employee who has received layoff notice has ninety (90) days in which to opt for severance. The employee shall be paid one (1) week pay for each complete year of **seniority** to a maximum of eight (8) weeks pay.
- (b) Severance pay shall be calculated based on the hourly wage rate payable at the time of layoff times the number of hours the employee would normally work in a week.
- (c) If an employee opts for severance, the employment relationship is terminated.

ARTICLE 14 – HOURS OF WORK

14.01 The workweek will normally be from Monday to Friday inclusive and will not exceed thirty-five (35) hours per week.

14.02 The workday will operate between 8:00 a.m. and 5:00 p.m.

14.03 An employee who works seven (7) hours per day shall be entitled to two (2) fifteen (15) minute paid rest periods at the worksite.

An employee working less than seven (7) hours per day shall have one fifteen (15) minute paid rest period at the worksite.

An employee shall not work more than three and a half (3½) consecutive hours without having one fifteen (15) minute paid rest period on the worksite.

14.04 The Employer shall give an employee forty-eight (48) hours notice of a change in scheduled hours of work. Failure to provide forty-eight (48) hours notice of such change shall result in the payment of overtime wages for the hours of work included in the notice period in the altered shift. This Article 14.04 will not apply to casual employees.

14.05 Meal Breaks

The Employer must ensure that:

- (a) No employee works more than four (4) consecutive hours without a meal break.
- (b) Each meal break lasts at least one-half (1/2) hour.
- (c) The length of the workday, including the unpaid meal break, shall not exceed eight (8) hours unless the employee consents to a longer meal break.

14.06 Minimum Daily Hours

- (a) The Employer **shall provide** a minimum of four (4) **consecutive** hours of work for a regular **or temporary** employee reporting for work who has posted into the position.
- (b) Exemptions from the four **(4)**hour minimum:
 - (i) student/noon hour supervisor.
 - (ii) small schools with fewer than seventy-five (75) students in which case a two-**consecutive**-hour minimum will apply.
 - (iii) other positions by mutual agreement.
- (c) The four (4) hours shall be consecutive but may exclude a lunch period up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement.

- (d) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as “additional hours” and are available to employees who are able to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours shall be assigned as per the Collective Agreement.

ARTICLE 15 – OVERTIME AND ADDITIONAL HOURS

- 15.01 Overtime is time worked beyond seven (7) hours in a day or thirty-five (35) hours in a week. Additional hours are the hours worked beyond regular hours of work up to seven (7) hours per day.
- 15.02 All overtime and additional hours must be authorized in advance by the employee’s supervisor. Overtime hours shall be paid for at the rate of time and one-half for the first two (2) hours per day and double time thereafter.
- 15.03 Overtime and additional hours shall be on a voluntary basis, however, employees will cooperate in meeting overtime and additional hour’s requirements. Overtime shall be shared equally amongst employees in the same classification at the same location.
- 15.04 Employees will not be required to take time off in lieu of overtime and additional hour’s payments. In lieu of payment for overtime and additional hours, a regular employee may be granted time off in lieu. The time off will be scheduled as mutually agreed by the supervisor and the employee.
- 15.05 Accrued time off in lieu shall not exceed five (5) regularly scheduled working days for regular ten (10) month employees. Any accrued time off in lieu not taken by June 30th of each school year will be paid out on the last pay period of the current school year.
- 15.06 Accrued time off in lieu shall not exceed ten (10) regularly scheduled working days for regular twelve (12) month employees. Any accrued time off in lieu not taken by August 31st of each school year will be paid out on the next pay period.

Implementation Note:

Board office employees grand-parented under Article 14, will not be eligible for overtime until they have worked seven and one-half (7 ½) hours in a day or thirty-seven and one half (37 ½) hours in a week.

ARTICLE 16 – STATUTORY HOLIDAYS

16.01 All regular employees, who have received wages for fifteen (15) of the thirty (30) calendar days before or after the holiday, shall receive one (1) day off with pay in proportion to their time scheduled on the holidays listed below.

- | | |
|----------------|--|
| New Year's Day | British Columbia Day |
| Family Day | Labour Day |
| Good Friday | National Day for Truth & Reconciliation |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| | Boxing Day |

And also any other statutory holiday as proclaimed by the Federal or Provincial Government or CSF.

*** 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.**

16.02 If any of the above-noted statutory holidays falls on an employee's scheduled day off and the employee is eligible for the paid holiday under Article 16.01 above, the employee shall receive another day off with pay at a time mutually agreed upon between the Employer and the employee. This day shall be treated as a statutory holiday.

16.03 Employees who are required to work on a statutory holiday shall be paid double time and receive another day off with pay in lieu of the statutory holiday at a time mutually agreed between the Employer and the employee.

ARTICLE 17 – DEFINITIONS

17.01 For the purpose of this Agreement, employee or employees mean a person or person defined as such under the *Labour Relations Code*.

17.02 Regular Employee

- (a) Regular employees are those employees who have been assigned to an on-going full or part-time position and who have completed the probation period in accordance with Article 12. Regular employees are entitled to all benefits according to the terms and conditions of the Agreement.
- (b) Part-time regular employees who work less than seventeen and half (17.5) hours per week shall receive thirteen percent (13%) in lieu of benefits.

Note : Refer to Letter of Understanding #14 "Local Bargaining Allocations 2022"

17.03 Temporary Employees

- (a) Temporary employees are those employees who are assigned to replace regular employees on leave, for a specific period greater than thirty (30) days but not more than one (1) year unless extended by mutual consent.
- (b) Temporary employees are those employees who are hired for specific projects, for a specific period greater than thirty (30) days but not more than six (6) months or for a period up to one (1) year upon mutual consent.
- (c)
 - (i) Temporary employees who participate in the Municipal Pension Plan shall be paid ten percent (10%) in lieu of benefits, sick leave and statutory holidays.
 - (ii) Temporary employees who do not participate in the Municipal Pension Plan shall be paid thirteen percent (13%) in lieu of benefits, sick leave and statutory holidays.

Note : Refer to Letter of Understanding #14 "Local Bargaining Allocations 2022"

17.04 Casual Employees

- (a) Casual employees are those employees who are hired on a day-to-day basis (on-call) in vacancies of less than thirty (30) days.
- (b) (i) Casual employees who participate in the Municipal Pension Plan shall be paid ten percent (10%) in lieu of benefits, vacation, sick leave and statutory holidays.
- (ii) Casual employees who do not participate in the Municipal Pension Plan shall be paid thirteen percent (13%) in lieu of benefits, vacation, sick leave and statutory holidays.

Note : Refer to Letter of Understanding #14 "Local Bargaining Allocations 2022"

17.05 School Term Employees

School term employees are those regular employees who have been assigned to a full or part-time position for the days that students are in attendance. Additional days may be assigned as required.

ARTICLE 18 – VACATION

18.01 Regular Twelve (12) Month Employees

- (a) Annual vacations at regular rate of pay for a regular twelve (12) month employee shall be as follows at June 30:

After one (1) year of continuous service time	Three (3) weeks
After seven (7) years of continuous service time	Four (4) weeks
After fourteen (14) years of continuous service time	Five (5) weeks
After twenty-two (22) years of continuous service time	Six (6) weeks
- (b) Employees who have less than one (1) year of continuous service **time** as at June 30 shall receive one and one-quarter (1¼) days for each completed month of service.
- (c) The school year shall run from July 1 to June 30.

18.02 Regular Ten (10) Month Employees

Regular ten (10) month employees shall receive vacation pay each pay period in accordance with the following formula:

Continuous Service Time

Less than one (1) year	6% of bi-weekly earnings
After one (1) year	6% of bi-weekly earnings
After seven (7) years	8% of bi-weekly earnings
After fourteen (14) years	10% of bi-weekly earnings
After twenty-two (22) years	12% of bi-weekly earnings

18.03 Statutory Holidays during Vacation Periods

The vacation period shall be exclusive of paid statutory holidays to which the employee is entitled under this Agreement.

18.04 Sick Leave During Vacation

Where an employee on vacation becomes sick and is hospitalized or confined to bed by a qualified medical practitioner, the employee will be granted sick leave for the period of hospitalization or confinement pursuant to Article 19. The employee is required to provide a medical document of proof of the hospitalization or confinement.

ARTICLE 19 – SICK LEAVE

19.01 Sick leave is intended to provide employees with a degree of protection against income loss which would otherwise result because of sickness or non-compensable accident, and is payable for this purpose in accordance with the terms of this Article. Regular employees are entitled to sick leave after completing their probation period.

19.02 The unused portion of the employee sick leave shall accrue for his future benefit up to a maximum of one hundred and seventeen (117) days.

19.03 An employee shall accumulate sick leave at the rate of one and one-half (1½) days sick leave for every month worked, prorated to hours worked.

19.04 Employees will notify their supervisor as soon as possible if they are to be absent from duty because of sickness or accident.

19.05 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined. Time off work for their own medical and dental appointments, prescribed treatments is to be deducted from employees' accumulated sick leave.

19.06 An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) days certifying that he was unable to carry out his duties due to illness.

19.07 Illness in the Family

Employees may be granted up to five (5) days leave with pay per school year if their presence is required during illness in the immediate family (spouse, children or other dependent relatives living in the employee's household). Such leave of absence with pay shall be deducted from the employee's sick leave bank.

19.08 Sick Leave Records

Employees will be advised of their accumulated hours of sick leave on each payslip. Any discrepancies must be reported to Human Resources within ninety (90) days.

19.09 Notice of a Return to Work

An employee returning to work from an unpaid sick leave or a long term disability leave will provide to the Employer at least one (1) week notice.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 Bereavement Leave

- (a) Where a regular employee is required to take leave because of a death in the immediate family, three **working** (3) days shall be granted without loss of pay. **If attendance at the memorial service requires long distance travel within and outside British**

Columbia, up to two (2) additional days shall be granted without loss of pay. **It is not necessary/required that the leave days be consecutive.**

- (b) Immediate family shall be deemed to include spouse or equivalent, child, parent or legal guardian, spouse's parents or legal guardians, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or grandparent.
- (c) Extension of compassionate leave for extenuating circumstances may be requested by the employee. If granted, such leave shall be without pay.

20.02 General Leave of Absence

- (a) Upon request of an employee, the Employer shall grant a discretionary leave of absence, without pay and without loss of **accumulated service time** , up to five (5) days per year of which three (3) consecutive days may be approved. Such request shall not be unreasonably denied. It is understood that such request will not be combined with school calendar breaks except for extenuating circumstances. The approval of these leaves will be subject to availability of casual replacement if required.
- (b) Upon request of an extended leave of absence up to one (1) year, the Employer may grant a leave of absence without pay and without **loss of accumulated service time** upon written application received by May 1st. **A 10-month employee may request such leave from 1 September to 30 June. A 12-month employee may request such a leave beginning on July 1 or according to the department's needs..** Such request shall not be unreasonably denied. However, to be eligible for this leave, the employee must be in a regular position and must have completed at least three (3) years **of continuous service time** with the Employer **as of the date the leave begins.**
- (c) Notwithstanding the requirements of paragraph (b) above, an employee may request a leave of absence without pay for extenuating circumstances beyond their control. Such request shall not be unreasonably denied.

- (d) The extended leave shall be taken for periods, which coincide with a school year or part thereof, which meet the staffing needs and work requirements of the department in question.
- (e) Upon application of further leave up to a total of two (2) years may be granted.
- (f) An employee returning to work after a leave of absence within one (1) year will be returned to his former position. An employee returning to work after a leave of absence where the leave of absence is extended past one (1) year will be returned to employee's former position or an equivalent position within the same classification.
- (g) All employee benefits maintained during the leave of absence shall be at the expense of the employee.

20.03 Pregnancy Leave

- (a) Upon written request, a pregnancy leave will be granted without pay and without loss of seniority for up to seventeen (17) consecutive week's period.
- (b) The employee returning to work after a pregnancy leave shall provide the Employer with at least one (1) month notice. On return from pregnancy leave, the employee will return to the position the employee held immediately prior to the pregnancy leave.
- (c) The Employer shall continue to pay its share of benefit premiums for employees on pregnancy leave provided the employee chooses to continue to pay her share of the cost.
- (d) Supplementary Employment Insurance Benefit Plan

The Employer agrees to enter into the Supplementary Employment Insurance Benefit Plan Agreement required by the *Employment Insurance Act* in respect of such pregnancy payment.

When a pregnant employee takes the pregnancy leave to which she is entitled in Article 20.03 (a), the Employer shall pay the employee:

- (i) Ninety-five percent (95%) of her current salary for the first week of the leave, and
 - (ii) Where the employee is not in receipt of Employment Insurance benefits, ninety-five percent (95%) of her current salary for the second (2nd) week of the leave, or
 - (iii) Where the employee is in receipt of Employment Insurance benefits, the difference between ninety-five percent (95%) of her current salary and the amount of EI benefits received by the employee for one (1) more week, and
 - (iv) Where the employee is in receipt of Employment Insurance benefits, the difference between eighty percent (80%) of her current salary and the amount of EI benefits received by the employee for a further fifteen (15) weeks.
- (e) During school calendar breaks, pregnancy payments shall be paid based on the employee's regular compensation.
- (f) All relevant Sections of the *Employment Standards Act* shall apply.

20.04 Parental Leave

- (a) Upon request, an employee shall be granted unpaid parental leave as follows:
- (i) For a Birth Mother who takes leave under Article 20.03 up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 20.03 unless the Employer and employee agree otherwise;
 - (ii) For a Birth Mother who does not take leave under Article 20.03 up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;
 - (iii) For a Birth Father up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event; and
 - (iv) For an Adopting Parent, up to thirty-seven (37) consecutive weeks

beginning within fifty-two (52) weeks after the child is placed with the parent.

- (b) All relevant Sections of the *Employment Standards Act* shall apply.

20.05 Leave for Family Related Obligations or Ethnocultural or Religious Practices

Upon an Employee's request, the Employer shall grant such leave without pay and without loss of accumulated service time for up to three (3) non-consecutive days per school year. Such a request will not be unreasonably denied. Approval of such leave shall be subject to substitute availability if required.

20.06 Leave of Absence for Political Activity

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall grant up to four (4) weeks leave of absence without pay and without loss of **accumulated service time** if the employee is a candidate in federal or provincial or municipal elections.
- (b) Employees who are elected to office shall receive leave of absence for up to three (3) years without pay. Such leave may be extended annually upon application by the individual.

20.07. Union Leave of Absence - Long Term Leave

An employee who is elected or selected to a part-time or full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without **loss of accumulated service time** . Such employee shall receive the pay and benefits as provided in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence. The Employer shall be given one (1) week notice before the employee's return. An employee returning to work will be returned to his former position.

20.08 Union Leave of Absence – Short Term Leave

Up to three (3) Union members selected to attend Union meetings, conventions and training courses are granted leave of absence without pay for that purpose provided that interference with the normal operations of the school system is minimized. The Union shall provide as much

notice as possible when requesting such leave in writing. Such leave shall not be unduly withheld. The employees granted such leaves shall continue to receive salary and benefits from the Employer and the employer shall be reimbursed such expenses by the Union.

20.09 Jury Duty

- (a) Where a regular employee is required to attend a court during his regular workday for jury selection or be a member of a jury, he shall be granted the necessary leave and suffer no loss in salary by reason of such absence provided that he directs any payments received for such attendance (except for any monies paid for transportation, food or parking) to the Employer.
- (b) Where a regular employee is subpoenaed to act as a witness, he shall be granted necessary leave and suffer no loss in salary by reason of such absence provided that he directs any payments received for such attendance (except for any monies paid for transportation, food or parking) to the Employer.
- (c) Leaves should be requested in writing as far in advance as possible.

20.10 Deferred Salary Leave

The parties agree:

- (a) To incorporate a Deferred Salary Leave Plan in accordance with Schedule B attached hereto and forming part of this Agreement.
- (b) Upon return from leave, the employee **shall resume** the same position as the one held prior to the leave.

So as to be consistent with return from leave without pay.

ARTICLE 21 – HEALTH & SAFETY

21.01 Workers' Compensation Board (WorkSafeBC)

The parties agree to abide by the requirements included in the *Workers' Compensation Act* and the *Workers' Compensation Board Occupational Health and Safety Regulation*.

21.02 Modified Work

An employee who has been incapacitated at work by injury or compensable occupational disease, or who through advancing years of temporary disablement is unable to perform his regular duties, will be employed in other work if available which the employee can do without regard to other seniority provisions of this Agreement. Such an employee may not displace an employee with more seniority.

21.03 Health and Safety Committee

- (a) In accordance with WorkSafe BC regulations, the Employer shall maintain a Health and Safety Committee in all their worksites. It is understood that normally the total number of Employer representatives will not exceed the total number of Teachers representatives and Support staff representatives.
- (b) The Committee shall meet once a month from September to June inclusive with provision to hold special meetings when necessary. Minutes of meetings shall be circulated to all Committee members and posted on all staff bulletin boards. A copy of these minutes will be sent to the Employer and to the Union. Any representative of the Union shall have the right to attend meetings of the committee held within working hours without loss of pay.
- (c) The Employer shall maintain a School Board Health and Safety Committee. The committee will function in accordance with WorkSafe BC regulations. It will comprise of not less than two (2) members of CUPE. Any representative of the Union shall have the right to attend meetings of the committee held within working hours without loss of pay.

ARTICLE 22 - GENERAL

22.01 Printing of the Collective Agreement

A bilingual electronic copy of the collective agreement shall be accessible to all members. The Union will be provided with a sufficient number of copies in booklet form by the Employer.

22.02 Feminine/Masculine Pronouns

The masculine form is used merely to simplify the text and no discrimination is intended.

22.03 Crossing of Picket Lines

Employees shall not be required to cross any picket line legally established and maintained under the statutes of British Columbia and Canada.

22.04 Staff Development

The Employer and the Union agree that staff **development** should be encouraged and supported. The employee will be reimbursed for the cost of pre-approved course(s) upon successful completion of the course(s).

22.05 Indemnification

- (a) The Employer shall indemnify an employee from any claim or action brought against the employee, which arises from the performance of the employee's duties provided that the Employer is advised of the action against the employee at the earliest possible date. The Employer has the discretion to retain legal counsel of its choice, to direct the defence of the action and to settle any claim.
- (b) Article 22.05 (a) does not apply where the employee is found guilty of gross negligence, dishonesty, or willful or malicious misconduct, or where the cause of the action is libel or slander.

22.07 Business Insurance

Those employees who are authorized by the Employer to drive their vehicle for School Board business shall be entitled for reimbursement of the difference between personal and business insurance as defined by ICBC policies and will be limited to those employees who do not receive a monthly vehicle allowance.

22.08 Reimbursement of Personal Losses

The Employer will reimburse its employees for personal property losses sustained as a result of theft and/or vandalism while on assignment for the Employer up to a maximum of \$150.00, provided that:

- (a) The loss was in excess of \$25
- (b) The employee filed a police report
- (c) The claim is made in writing on the appropriate form to the Secretary-Treasurer supported by satisfactory evidence of loss (police report, receipts, etc.)
- (d) The appropriate Supervisor reports that the loss was sustained while on assignment for the Employer.

ARTICLE 23 – EMPLOYEE BENEFITS

23.01 Medical Benefits

The Employer shall contribute seventy-five percent (75%) of the premiums for the provincial Medical Services Plan (MSP).

23.02 Dental Plan

The Employer shall contribute one hundred percent (100%) of the premiums for a dental plan. The plan shall provide coverage as follows:

Plan A:	100%
Plan B:	100%
Plan C:	50% up to a maximum of \$2,500, no deductible

23.03 Extended Health Care Plan

The Employer shall contribute one hundred percent (100%) of the premiums for an extended health care plan. The plan shall provide coverage as follows:

Vision Care:	\$200 every 24 months
Deductible:	\$25

23.04 Group Life

The Employer shall contribute one hundred percent (100%) of the premiums for a group life insurance plan. Benefit is three (3) times annual salary.

23.05 Public Education Benefits Trust

The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Article. Participation in the PEBT will be in accordance with the May 22, 2006 Letter of Understanding between the B.C. Public School Employers' Association and School Boards who are Signatories to this LOU and Support Staff Unions who are Signatories to this LOU.

23.06 Long Term Disability

The Parties have agreed to participate in the government funded "Core" long-term disability plan and the Joint Early Intervention Service provided through the PEBT. The PEBT Core LTD will be equivalent to the percentage of gross monthly wages as per PEBT Plan after one hundred and seventeen (117) calendar days.

23.07 Eligibility

- (a) Regular employees must work a minimum of seventeen and one-half (17.5) hours per week to be eligible for the above plans, except for the PEBT "Core" LTD Plan, where they must work a minimum of fifteen hours per week. Participation in Dental and Extended Health plans is a condition of employment for eligible employees except for those employees who provide evidence of other coverage. Group Life insurance and Long Term Disability are mandatory for eligible employees.
- (b) A regular employee working seventeen and half (17.5) hours or more per week and who transfers to a temporary posting of seventeen and half (17.5) hours or more will continue their eligibility to the benefit plans.

23.08 Effective Date

Benefits shall be effective on the first day of the month following date of commencement of employment.

23.09 Employee and Family Assistance Program

The Employer shall provide an employee and family assistance program that provides a maximum of eight (8) counseling sessions per employee per year.

23.10 Municipal Pension Plan

All eligible employees and the Employer shall contribute to the Municipal Pension Plan in accordance with the Municipal Pension Plan rules.

23.11 Survivor Benefits

In the case of death of an employee, the dependant(s) of the deceased employee shall be entitled to continuation of medical, extended health, dental benefits and EFAP for a period of three (3) months after the death of the employee.

23.12 Benefits during unpaid Sick Leave and Long Term Disability Leave

- (a) During an unpaid Sick Leave, the Employer shall maintain the benefits provided the employee chooses to continue to pay their share of the cost.
- (b) During a Long Term Disability Leave, all employee benefits shall be at the expense of the employee.

ARTICLE 24 – JOB SECURITY

24.01 Contracting Out

The Employer shall have the right to contract out work provided no regular employee is laid off and placed on the recall list or is subject to a reduction in hours as a direct result of contracting out.

24.02 Technological Change

- (a) The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- (b) The Employer agrees to provide the Union with no less than three (3) months notice in writing of its intention to introduce technological change which affects the terms or conditions or security of employment of employees covered by this Agreement.
- (c) Within fifteen (15) days from the date of such notice, the Employer and the Union shall form an ad-hoc technological change committee, consisting of two (2) members from each side, to discuss and resolve, if possible, all matters pertaining to the proposed change.
- (d)
 - (i) Should the introduction of technological change result in substantial changes in an employee's procedures or position and/or increased skill and abilities required, then the Employer will provide training and equipment up to a maximum of three (3) months with no loss of pay, benefits or **accumulated service time** .
 - (ii) Should the introduction of technological change result in the employee's position becoming redundant, the Employer and the Union will make every effort to place the employee in a position with the rights and benefits provided under this Agreement, provided always that the employee has the required qualifications, experience, skill and ability.
 - (iii) If an employee cannot be placed in such an alternate position, or if during the three (3) month appraisal period in the alternate position, the employee is unable to meet the position requirements, the Employer will give notice of layoff in accordance with Article 17.
- (e) Where the committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the grievance/arbitration procedure established in this Agreement.

ARTICLE 25 – WAGES AND ALLOWANCES

25.01 Bi-Weekly Pay

Wages shall be paid bi-weekly in accordance with Schedule “A” attached hereto and forming part of this Agreement. Bi-weekly compensation for all CUPE employees will be deposited to the personal account they have established with a Canadian registered financial institution (Bank or Credit Union) and which they have registered with the Payroll Office. Pay statements will be sent to the employee by email.

25.02 Pay During Temporary Transfers

When an employee, with the prior approval of his supervisor, temporarily substitutes in or performs the principal duties of a higher paying hourly position, the employee shall receive the rate for the higher paying job immediately upon assuming that new position. It is understood that temporary transfers under this Article shall be for a minimum of one (1) day. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.

25.03 Job Descriptions

- (a) The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. The wage rate for such positions shall be determined by the Joint Job Evaluation Committee using the Job Evaluation Maintenance Manual. If the Committee fails to reach consensus, each party may designate an advisor to try to resolve the dispute. If the dispute is not resolved, such dispute shall be submitted to grievance and arbitration.
- (b) The Joint Job Evaluation Committee shall consist of two (2) members appointed by the Employer and two (2) members appointed by the Union.

25.04 Changes in Classification

Whenever the Employer substantially changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the rate of pay shall be determined by the Joint Job Evaluation Committee using the Job

Evaluation Maintenance Manual. If the Committee fails to reach consensus, each party may designate an advisor to try to resolve the dispute. If the dispute is not resolved, such dispute shall be submitted to grievance and arbitration.

ARTICLE 26 – TERM OF AGREEMENT

26.01 Term

This Agreement, unless changed by mutual consent of both parties hereto, shall remain in effect commencing July 1, **2022**, through the period ending June 30, **2025**.

26.02 Continuation Clause

If notice pursuant to the *Labour Relations Code* to commence collective bargaining has been given and the terms of a Collective Agreement that were in force between the parties has expired, the Employer or the Union must not, except with the consent of the other, alter any term or condition of employment, until:

- (a) A strike or lockout has commenced;
- (b) A new Collective Agreement has been negotiated; or
- (c) The right of the trade union to represent the employees in the bargaining unit has been terminated.

Whichever occurs first.

Dated at Richmond, British Columbia, this ____ day of _____.

FOR THE EMPLOYER:

FOR THE UNION:

Kapka Djarova
Human Resources, Director

Véronique Fleury
SCFP President

APPENDIX “A” - SALARY GRID

	Position	1-Jul-22	1-Jul-23	1-Jul-24
		\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
Category 1	Student Supervisor	\$ 23.99	\$ 25.61	\$ 26.12
Category 2	Receptionist	\$ 25.39	\$ 27.10	\$ 27.65
	Computer Clerk			
Category 3	Education Assistant	\$ 26.77	\$ 28.58	\$ 29.15
	Clerk Typist			
Category 4	Library Clerk	\$ 27.49	\$ 29.35	\$ 29.93
Category 5	Operations Clerk	\$ 28.19	\$ 30.09	\$ 30.69
	Accounting Clerk			
Category 6	StrongStart Educator	\$ 28.88	\$ 30.83	\$ 31.45
	Special Education Assistant - virtual courses			
Category 7	Cultural Ambassador	\$ 29.57	\$ 31.57	\$ 32.20
	Dispatch Officer			
Category 8	Archives Officer	\$ 30.27	\$ 32.31	\$ 32.96
	Administrative Assistant - Services			
	Preschool Educator			
	School Youth Worker Indigenous Youth Workers			

	Position	1-Jul-22	1-Jul-23	1-Jul-24
		\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
Category 9	Event Organization Officer	\$ 30.97	\$ 33.06	\$ 33.72
	Accounting Officer			
	Special Education Assistant			
	Special Education Assistant - Speech			
	Administrative Assistant - Level 1			
Category 10	Administrative Assistant - Level 2	\$ 31.68	\$ 33.82	\$ 34.49
Category 11	MyEducationBC Technician	\$ 32.38	\$ 34.57	\$ 35.26
	Computer Technician			
	Computer Technician – MyEducationBC			
	Teaching Resources Technician			
	Documentation Technician and Library Clerk Support			
	Head Cook			
	Web Developer - Webmaster			
	Operations Officer			
Category 12	SWIS Officer	\$ 33.08	\$ 35.31	\$ 36.02
	Immigrant Family Worker			
	Immigrant Youth Worker			
	Human Resources Technician – Support Staff			
	Human Resources Technician			
Category 13	Payroll and Benefits Agent	\$ 33.76	\$ 36.04	\$ 36.76
	Student Life and Partnerships Advisor			
	Programmer – System Analyst			

	Position	1-Jul-22	1-Jul-23	1-Jul-24
		\$0.25; and 3.24% GWI	5.5% GWI; plus 1.25% COLA	2% GWI; plus COLA*
Category 14	Payroll and Benefits Lead Agent	\$ 34.47	\$ 36.80	\$ 37.53
	Public Relations Advisor			
	Communication and Marketing Advisor			
	Special Education Intervention Advisor			
Category 15		\$ 35.17	\$ 37.54	\$ 38.29
Category 16	Network Analyst	\$ 35.87	\$ 38.29	\$ 39.06
	Deployment Analyst			
Category 17		\$ 36.57	\$ 39.04	\$ 39.82

* July 1, 2024 COLA adjustments will be confirmed by PSEC in March each year. 2024 COLA max is 1%.

Note 1:

Louise Baldo and Claire Hélie are wage-protected and shall receive 26.49\$ per hour on May 1, 2014, plus any other negotiated increases for as long as they are in the position of School Secretary as follows:

APPENDIX “B”

DEFERRED SALARY LEAVE PLAN

DEFINITIONS

“Accrued Interest” means the amount of interest earned in accordance with clause 3.2 on the monies retained by the Employer on behalf of the Participant calculated from:

- the first date any of such monies have been received by the eligible financial institution, or
- the last date to which interest has been paid in accordance with clause 3.3 whichever is later.

“Employer” means the Conseil Scolaire Francophone de la Colombie-Britannique.

“Current Compensation Amount” means the total compensation payable by the Employer to the Participant for the school year, including his proper grid salary per the current Salary Agreement in force.

“Deferred Compensation Amount” means the portion of the Current Compensation Amount which is retained by the Employer for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.2 but less all interest paid to the Participant in accordance with clause 3.4.

“Eligible Employee” means a full time employee who has **three (3) years of seniority**.

“Leave of Absence” means the half of a school year or school year defined in clause 4.5.

“Participant” means an Eligible Employee whose application for participation in the Plan has been approved by the Employer in accordance with clause 2.3 and who has completed a Memorandum of Agreement.

“Plan” means the plan set out in this Appendix, and includes all amendments thereto.

“Union” means the Canadian Union of Public Employees (Local 4227).

APPLICATION

- 2.1 In order to participate in the Plan, an Eligible Employee must make written application to the Human Resources Department on or before March 31, stating the date when the Eligible Employee wishes to participate in the Plan.
- 2.2 The approval of each application made under clause 2.1 shall rest solely with the Employer. The Human Resources Department shall, one month prior to the requested commencement of deferrals under the plan, or at a date otherwise agreed between the Employer and the Union advise each applicant of the Employer's approval or disapproval of his application and if the latter, an explanation therefore.
- 2.3 If the Employer gives its approval in accordance with clause 2.2, the participation of the Eligible Employee in the plan will become effective on the date requested by the Eligible Employee, or if such date is not agreed to by the Employer, then on a date which is agreed to by the Employer and the Eligible Employee.
- 2.4 Before becoming a Participant, an Eligible Employee must complete and sign a Memorandum of Agreement, which is accepted by or on behalf of the Employer.

FUNDING FOR LEAVE OF ABSENCE

Funding for the Leave of Absence shall be as follows:

- 3.1 During each school year prior to the Leave of Absence the Participant, for a maximum of five school years, will receive his current compensation amount, less the percentage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the Employer. Such percentage amount will be retained by the Employer less statutory deductions and other withholdings and be invested in accordance with clause 3.2.
- 3.2 Monies retained by the Employer for each Participant in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.3) shall be pooled and shall be invested only with the financial institution administering the Employer's business. The monies retained shall be forwarded to the eligible financial institution within fifteen (15) calendar days.

- 3.3 In the event that any of the monies retained and invested pursuant to the terms of this plan be lost by reason of insolvency of the eligible financial institution, the Employer shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.
- 3.4 So long as this Agreement is considered by Revenue Canada (Taxation) to be an “investment contract” coming within paragraph 12(11)(a) of the Income Tax Act (Canada), or a similar provision applies, the Employer shall on each date specified in clause 4 of the Memorandum of Agreement, pay to the Participant the Accrued Interest to such date. The Participant hereby irrevocably directs the Employer to make such payments on its behalf into an account of the Participant.
- 3.5 The Payroll Department shall make an Annual Report to each Participant as to the amount of deferred salary retained by the Employer for such Participant, including any interest earned thereon which has not been paid out in accordance with clause 3.3. The Annual Report shall be made not later than July 31 of each year while the Participant participates in the Plan.
- 3.6 The Employer’s only financial obligation shall be to administer the Deferred Salary Leave Plan.

TAKING OF LEAVE OF ABSENCE

The taking of a Leave of Absence shall be governed by the following provisions:

- 4.1 The Leave of Absence shall occur according to this Article and the Memorandum of Agreement signed by the Employee and the Employer.
- 4.2 The manner of payment to the Participant during the Leave of Absence shall be in installments commencing September 30, being approximately equal to one-tenth of the monies for the 10-month employees and one-twelfth of the monies for the 12-month employees by the Employer for the Participant in accordance with clause 3.1 as determined at the beginning of the Leave of Absence, unless otherwise directed by the Participant prior to September 1 of the Leave of Absence. In no event shall payment be made more frequently than monthly.
- 4.3 The total of the payments to be made to a Participant, in accordance with Clause 4.2, during a leave of absence, shall be the deferred compensation amount retained by the Employer, but less any monies

required by law to be paid by the Employer for or on behalf of the Participant.

- 4.4 Notwithstanding the date shown in paragraph 2 of the Memorandum of Agreement for a requested Leave of Absence, a Participant may, with the consent of both the Employer and the Union, given not less than five (5) months prior to the scheduled date, postpone such leave for one year.
- 4.5 The Leave of Absence shall be for a period of one half of a school year or one school year.
- 4.6 A Leave of Absence of one half of a school year shall be taken in the first half or in the second half of the school year.

BENEFITS

The providing of benefits will be as follows:

- 5.1 During a Leave of Absence, the responsibility for payment of premiums for benefits for a participant shall be as set forth in the agreement then in force. Where a Participant is obligated to pay the cost of any benefits during the Leave of Absence, the Employer shall pay such cost on behalf of the Participant on his request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.
- 5.2 During the Leave of Absence, no sick leave credits will be earned.

WITHDRAWAL

- 6.1 A Participant who ceased to be employed by the Employer also terminates participation in the Plan. Within sixty (60) days the Employer shall pay to the Participant the Deferred Compensation Amount.
- 6.2 With the consent of the Employer, a Participant may withdraw from the Plan, upon giving written notice of withdrawal, not less than five (5) months prior to the date on which the leave of absence is to commence. Within sixty (60) days of such withdrawal the Employer shall pay to the Participant the Deferred Compensation Amount as agreed between the Participant and the Human Resources Department
- 6.3 Should a Participant die the Employer shall within sixty (60) days of notification of such death to the Employer, pay the Deferred Compensation Amount to the Participant's estate, subject to the Employer

receiving any necessary clearances and proofs normally required for payment to estates.

SUSPENSION FOR PARTICIPATION IN THE PLAN

- 7.1 A Participant may give notice to the Employer stating that the Participant wishes to suspend his participation in the plan as at September 1 which immediately follows such notice, in which case the Employer until further notice as provides in clause 7.2 shall pay the Current Compensation amount to the Participant as if he were not participating in the Plan, but the amounts previously retained by the Employer and interest thereon in accordance with clause 3.2 (but less all interest paid to the Participant in accordance with clause 3.3) shall continue to be held by the Employer until the Participant withdraws from the Plan or takes a Leave of Absence. The amount so retained shall continue to earn interest until the Leave of Absence is granted or the Participant withdraws from the Plan.
- 7.2 A Participant who has given notice in accordance with clause 7.1 may give notice to the Employer advising that he wishes to become reinstated in the Plan in which case, on September 1 immediately following such notice, the Participant shall participate in the Plan for subsequent years.

TERMINATION OR AMENDMENT OF PLAN

- 8.1 The Plan may be amended or terminated by agreement between the Employer and the Union. Any amendment(s) shall be binding upon all present and future Participants.
- 8.2 No amendment shall be made to the Plan which will prejudice any tax ruling which was applicable to the Plan prior to the amendment.

DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT

ENROLLMENT

My enrolment in the Plan and the deferrals shall become effective for the school year commencing September _____.

YEAR OF LEAVE

I shall take my Leave of Absence from _____, _____ to _____, _____, but I shall have the right in accordance with Clause 4.6 to postpone such leave for one year.

FUNDING OF LEAVE OF ABSENCE

In accordance with Clause 3.1, I direct that the percentage amounts set out in this clause be deducted from my Current Compensation Amount and deposited on my behalf with respect to my participation in the plan for the following school years:

Leave of Absence of one half of a school year or 6 months

- | | | |
|------------|--|--------------------------|
| on 3 years | Deduction: 16.67% of the annual salary | <input type="checkbox"/> |
| on 4 years | Deduction: 12.50% of the annual salary | <input type="checkbox"/> |
| on 5 years | Deduction: 10.00% of the annual salary | <input type="checkbox"/> |

Leave of Absence of one school year or 12 months

- | | | |
|------------|--|--------------------------|
| on 4 years | Deduction: 25.00% of the annual salary | <input type="checkbox"/> |
| on 5 years | Deduction: 20.00% of the annual salary | <input type="checkbox"/> |

PAYMENT OF ACCRUED INTEREST

So long as the Plan is considered by Revenue Canada (Taxation) to be an "investment contract" coming within paragraph 12(11) (a) of the Income Tax Act of Canada, or a similar provision is in effect, this provision shall apply. Unless I make the election noted

below, I direct the Employer to pay Accrued Interest to me on each of the following dates:

- 1) the December 31 which occurs three years after the end of the calendar _____ year in which I become a participant;

- 2) each third anniversary of the date specified in Clause (i);
- 3) the last day of the Leave of Absence.

ELECTION

I elect as follows:

In lieu of the preceding sentence, I direct the Employer to pay accrued interest to me on each of the following dates:

- 1) the December 31 which occurs at the end of the calendar year in which I become a participant;
- 2) each December 31 occurring after the date specified in Clause (i) above; and
- 3) the last day of the Leave of Absence.

Date:		Participant's Name:	
Address:		Signature:	
AGREED BY THE EMPLOYER			
Date:		Human Resources:	

In order to make the election, the participant is to initial, and if initialed such election shall be deemed to have been made. The effect of the election is that so long as paragraph 4 applies, the Participant will receive Accrued Interest annually rather than every three (3) years.

CALCULATION OF DEDUCTIONS

	DEFERRAL PERIOD	LEAVE PERIOD
1. Unemployment Insurance	based on gross before DSLP	no deduction
2. Canada Pension Plan	based on net after DSLP	deduction based on tables
3. Income Tax	based on net after DSLP	deduction based on tables
4. Municipal Plan	based on gross before DSLP	(a) no deduction
5. Long Term Disability	based on gross before DSLP	no deduction
6. Salary Indemnity	based on gross before DSLP	no deduction
7. Medical/ EHB/ Dental	regular deductions	(b) no deduction (c)
8. Group Life	based on gross before DSLP	(b) no deduction (d)
9. Voluntary Life	based on gross before DSLP	(b) no deduction (d)
10. Union dues	based on gross before DSLP	no deduction

- (a) It is up to the individual to apply for and pay for the reinstatement of the leave period. No deductions can be taken from payroll for this purpose.
- (b) The employee can arrange for coverage to be continued by paying the full cost premiums. These amounts may be deducted from the deferred payout if the employee requests such deduction.
- (c) If the employee does not continue coverage for these plans, the result may be as follows:
 - 1) Medical - No coverage during the leave period
 - 2) EHB- No benefits during the leave period and the employee must provide evidence of insurability to the carrier who will decide whether or not coverage will be extended
 - 3) Dental- No benefits during the leave period and reduced benefits for up to the first three years on rejoining the plan
- (d) Provision for Group Life and Voluntary Life are the same as those for Extended Health
- (e) Employees are strongly advised to consult with the Payroll Department before commencing a leave so as to ensure continuation of benefit coverage.

APPENDIX “C”

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.

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.

**K-12 Presidents' Council and
Support Staff Unions**

**BC Public School Employers'
Association**

"Paul Simpson"

"Leanne Bowes"

"Justin Schmid"

"Bruce Anderson"

"Kirsten Daub"

"Alan Chell"

"Jeff Virtanen"

"Kyle Uno"

"Gray Boisvert"

"Tammy Sowinsky"

"Tammy Carter"

"Rae Yu"

"Michelle Bennett"

"Richard Per"

"Patti Pocha"

"Ken Dawson"

"Denise Bullock"

"Nancy Brennan"

"David Bollen"

"Eric Harvey"

"Monica Brady"

"Alex Dounce"

"Warren Williams"

"Tim DeVivo"

"Jane Massy"

"Amber Leonard"

"Jason Franklin"

"Christina Forsyth"

"Tammy Murphy"

"Jeannette Beauvillier"

"Daun Frederickson"

"Tracey O'Hara"

"Katarina DiSimo"

Provincial Framework Agreement – Appendix A

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

The CUPE K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)

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

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

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

agreement between the district and the local union.

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

LETTER OF UNDERSTANDING #1

Between
The Board of Education for School District No. 93
(Le Conseil scolaire francophone de la Colombie-Britannique)

And

Canadian Union of Public Employees Local 4227
(Le Syndicat canadien de la fonction publique, Section locale 4227)

GRANDPARENTING OF EXISTING EMPLOYEE WORKING CONDITIONS

The parties agree to “grandparent” employees as outlined below:

1. Article 14 – Hours of Work

Employees working at the **central** office on date of ratification of the first Collective Agreement in 2001 have been grandparented at seven and one-half (7.5) consecutive hours per day. As new employees are hired to the **central** office, the new positions will be filled at seven (7) hours per day. Should a current employee bump into the Board office, the employee will bump into a seven-hour (7) per day position.

2. Article 23 – Employee Benefits

Employees who were granted continued benefits coverage during the Spring 2000 staffing process will continue to be grandparented upon ratification of the Collective Agreement.

Dated at Richmond, British Columbia, this day of.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING #2

Between

**The Board of Education for School District No. 93
(Le Conseil scolaire francophone de la Colombie-Britannique)**

And

**Canadian Union of Public Employees Local 4227
(Le Syndicat canadien de la fonction publique, Section locale 4227)**

ARTICLE 14: HOURS OF WORK - DISPATCH OFFICER

The parties agree to modify the Hours of Work for the employee appointed to the Dispatch Officer according to the needs of the Employer.

It is understood that the hours of work of the Dispatch Officer are between 5:30 p.m. to **10:00 p.m.** and from **6:30 a.m.** to 9:00 a.m. from Sunday night to Friday morning. The total normal weekly hours will be **thirty-five (35)** hours.

In the future, any changes to this schedule of work shall only be implemented by mutual agreement with the Union.

Dated at Richmond, British Columbia, this day of.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING #3

Between

**The Board of Education for School District No. 93
(Le Conseil scolaire francophone de la Colombie-Britannique)**

And

**Canadian Union of Public Employees Local 4227
(Le Syndicat canadien de la fonction publique, Section locale 4227)**

ARTICLE 10 – GRIEVANCE PROCEDURE

The parties agree to implement the following option for **a mediation and arbitration process only by mutual consent:**

Consensual Mediation-Arbitration

The parties to the collective agreement may, at any time, agree to refer one or more grievances under the collective agreement to a French speaking mediator-arbitrator for the purpose of resolving the grievances in an expeditious and informal manner. The parties shall not refer a grievance to a mediator-arbitrator unless they have agreed upon a list of issues in dispute. A mediator-arbitrator shall begin proceedings within an agreed-upon timeline between the parties.

The mediator-arbitrator shall endeavour to assist the parties to settle the grievances by mediation. If the parties are unable to settle the grievances by mediation, the mediator-arbitrator shall endeavour to assist the parties to agree upon the material facts in dispute and then shall determine the grievance by arbitration.

When determining the grievance by arbitration, the mediator-arbitrator may limit the nature and extent of evidence and submissions and may impose such conditions as he considers appropriate. The mediator-arbitrator shall give a succinct decision within five (5) days after completing proceedings on the grievance submitted to arbitration.

Each party shall pay one-half (1/2) of the cost of the arbitrator. The arbitrator may determine his own procedure, but shall give full opportunity to all parties to present evidence and make representations to him.

The decision of the arbitrator shall be final and binding on all parties, but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the arbitrator to clarify the decision, which he shall do as quickly as possible.

Dated at Richmond, British Columbia, this day of.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING #4

Between

**The Board of Education for School District No. 93
(Le Conseil scolaire francophone de la Colombie-Britannique)**

And

**Canadian Union of Public Employees Local 4227
(Le Syndicat canadien de la fonction publique, Section locale 4227)**

EDUCATIONAL TRIPS

Whereas the Employer is dedicated to offering educational trips to students;
Whereas these trips may take place during or outside regular working hours;
Whereas support staff may be responsible for some student assistance tasks;
Whereas some students have specific needs that require the attendance of the Special Education Assistants with them;
Whereas the participation in trips outside the employee's regular hours is voluntary;

The parties agree on the following terms:

- The Employer is fully responsible for organizing the trip and a resource person will be available at all times;
- The employee agrees to follow the instructions of the person in charge;
Priority will be given to the employees regularly assigned to the class or to a student with specific needs;
- **In the event that there is no employee regularly assigned to the class, the task will be offered in writing to all support staff at the school;**
- The employee will be paid for a maximum of 10 (ten) hours at the highest regular hourly rate of pay.
- The employee will have an unpaid rest period of 32 hours or one and a half days per week before or after the educational trip;
- **If support staff at the school are not interested**, the position will be posted at the hourly rate for education assistants.
- The choice will be made based on qualifications, experience and skills. If two support employees are qualified for the task, seniority will be the determining factor. **Where two (2) employees have equal seniority, preference shall be given to accumulated continuous service time.**
- The choice may be conditional on the availability of a replacement.

This understanding is entered into without prejudice and without precedent.

Dated at Richmond, British Columbia, this day of.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING #5

Between

**The Board of Education for School District No. 93
(Le Conseil scolaire francophone de la Colombie-Britannique)**

And

**Canadian Union of Public Employees Local 4227
(Le Syndicat canadien de la fonction publique, Section locale 4227)**

ARTICLE 14.06 MINIMUM DAILY HOURS ONLINE SCHOOL

THE PARTIES AGREE THAT in accordance with Article 14.06 (b) (iii) stipulating that other positions may be exempted by mutual agreement;

IT IS UNDERSTOOD THAT:

The position of **virtual special education assistant** will be exempt from the 4-hour minimum requirement. The Employer shall attempt to combine **virtual special education** assistant hours with other regular hours.

Dated at Burnaby, British Columbia, this 16th day of January, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING #6

Between

**The Board of Education for School District No. 93
(Le Conseil scolaire francophone de la Colombie-Britannique)**

And

**Canadian Union of Public Employees Local 4227
(Le Syndicat canadien de la fonction publique, Section locale 4227)**

SETTLEMENT WORKERS IN SCHOOLS (SWIS)

1. Article 14 – Hours of Work

The hours of work of Settlement Workers and Immigration Youth Worker in schools shall be between 8:00 a.m. and 6:00 p.m. Monday through Friday. A weekly action plan shall be pre-approved by the supervisor.

For specific school-related events, the work day may be extended outside the hours set out above without exceeding the regular number of hours for the day.

In cases of emergency, the work day may be extended outside the hours set out above without exceeding the regular number of hours for the day week.

SWIS staff may be called upon to work on Saturday for a maximum of four (4) times per school year. These hours will be considered as overtime and will be banked.

The SWIS officer may be called upon to work on Saturday for a maximum of six (6) days per school year.

These hours will be considered as overtime and will be banked.

Time spent traveling to and from all **assigned** schools and/or the central office will not be considered as time worked. However, travel time to all meetings and activities will be considered as time worked.

2. Work Location

The usual work location for SWIS staff and Immigration Youth Workers will be an assigned school, on a permanent basis.

3. Reimbursement of Travel Expenses

Reimbursement of travel expenses will be in accordance **with the CSF's expense reimbursement policy.**

Signed at Burnaby, British Columbia, this 16th day of January, 2023.

_____	_____
_____	_____
_____	_____
_____	_____

LETTER OF UNDERSTANDING #7

Between

The Board of Education for School District No. 93
(Le Conseil scolaire francophone de la Colombie-Britannique)

And

Canadian Union of Public Employees Local 4227
(Le Syndicat canadien de la fonction publique, Section locale 4227)

FLEXIBLE HOURS FOR THE IT DEPARTMENT

1. Article 14 – Hours of Work

The schedule of work for the Information Technicians, the Network Analyst and any other member of the technology personnel in the IT department will be seventy-five (75) hours bi-weekly. Their normal hours of work will be between 7:30 a.m. and 7:30 p.m., from Monday through Friday. The employees shall submit the monthly calendar of activities two (2) weeks prior to the beginning of each month in order to be approved by the supervisor.

The employees will have some flexibility for their start and end of shifts, as long as they report to work before 9 a.m. and end the shift at the earliest 3:30 p.m. This requires the agreement of the supervisor. Whenever time off in lieu is scheduled, the start and end times shall also be approved by the supervisor. Employees shall report to work at the beginning and end of each shift. However, the Information System Technician shall work from 8 a.m. to 4 p.m.

Article 14.03 will apply in its entirety. Therefore, every three and a half (3.5) hours of work, there will be a paid break. The same will apply to Article 14.05. An employee working more than eight (8) hours shall take two unpaid meal-breaks for a minimum of thirty (30) minutes each. Shifts shall not exceed twelve (12) hours, unless for emergency purposes and on a voluntary basis.

Travel time will be considered as time worked except for the time spent to get to and from the usual place of work. The administrative office of the CSF will be considered the usual place of work.

2. Article 15 – Overtime Hours

The Technology Personnel in the Technology Department must complete seventy-five (75) hours of work on a bi-weekly basis. Time off in lieu shall be scheduled as often as possible on the activity calendar. Therefore, time off in lieu can be taken during the fifteen (15) day period, at the beginning of the period as well as at the end of the period.

Surplus hours not taken off in time during that period will be considered as overtime and may be either banked or paid. Overtime hours will be banked or paid at time and a half, as per paragraph 3 below.

Note that all scheduling of overtime hours shall be approved by the supervisor in advance.

Notwithstanding the above, all hours scheduled on a Saturday or Sunday will be considered as overtime hours and will be paid at time and a half for the first two (2) hours and double time for any subsequent hours.

An employee will not be required to report to work on a day off in case of an emergency. If the employee agrees to report to work, he shall be paid double time at his normal hourly rate of pay. The supervisor will determine the required hours of work in advance of performing the urgent duties. If the emergency work is required during the employee's vacation or on a statutory holiday, Article 16.03 will continue to apply in its entirety.

3. Time Off in Lieu of Overtime

Time off in lieu of overtime will be in accordance with Article 15. A maximum of three (3) consecutive days may be taken at once, unless the time off in lieu is taken before or after a scheduled vacation period. In that case, five (5) consecutive days may be taken with the approval of the supervisor.

4. Reimbursement of Travel Expenses

Reimbursement of travel expenses will be in accordance with Employer Policy.

Dated at Burnaby, British Columbia, this 16th day of 2023.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING #8

Between

The Board of Education for School District No. 93
(Le Conseil scolaire francophone de la Colombie-Britannique)

And

Canadian Union of Public Employees Local 4227
(Le Syndicat canadien de la fonction publique, Section locale 4227)

MODIFIED CALENDAR

ACCUMULATION OF TIME WORKED IN COMPENSATION FOR THE DAYS OF SCHOOL CLOSURE

The parties agree that, following the decision to modify the school calendar prescribed by the Ministry, the support staff hours of work shall not be reduced. The following is therefore resolved:

The support staff working in all the CSF schools, whether they are (French only **or** mixed French/English schools) shall work a given number of **extra** minutes per day in compensation for the days that schools are closed (see chart below). It is understood that these extra minutes will be compensated at **the** regular hourly rate.

For example, where the school day has been extended by thirteen (13) minutes per day, the support staff working six (6) hours per day shall work eleven (11) minutes extra per day.

Hours of work per day	Minutes to add to the schedule per day
1	1
1.2 to 2	2
2.5 to 3	3
3.5 to 4	4
4 to 4.5	5
5 to 5.5	6
6 to 6.5	7
7	8

Signed at Burnaby, British Columbia, this 16th day of January, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING #9

Between

The Board of Education for School District No. 93
(Le Conseil scolaire francophone de la Colombie-Britannique)

And

Canadian Union of Public Employees Local 4227
(Le Syndicat canadien de la fonction publique, Section locale 4227)

UNDERSTANDING ON THE PROJECT “TIENS-MOI LA MAIN J’EMBARQUE”

Whereas the Employer is dedicated to offering an early intervention program for four-year-olds to facilitate the transition from home to school;

Whereas the individualized intervention sessions with children with specific needs and the monthly francization sessions offered to all families enrolled will take place on evenings or weekends;

Whereas some of the tasks required to operate the project “Tiens-moi la main j’embarque” fall within the responsibilities of support staff, and these tasks will be established based on the needs of each school;

The parties agree on the following terms:

1. Responsibilities and job descriptions:

Lead and monitor children during the “Treasure Hunt” while the teacher leads the information session for parents. Help set up and clean up the room before parents arrive and after they leave. Prepare the snack provided for the children.

During monthly francization meetings, manage a system for borrowing resources and do the necessary follow-up with families. Help set up and clean up the room before families arrive and after they leave. Prepare the snack provided for the children.

2. Hours of work and compensation

Hours of work for employees assigned to this project will be either on weekday evenings or on Saturday during the day.

Hours worked will be compensated at straight time as casual hours at the hourly rate for education assistants.

3. Allocation of hours

Hours will first be offered to qualified support staff at the school, by the principal, in writing. If more than one qualified person indicates that they are interested, **service time** will be the determining factor. **Where two (2) employees have equal seniority, preference shall be given to accumulated continuous service time.** For schools in the Greater Vancouver area, if no support staff member at the school indicates that they are interested, reasonable efforts will be made to offer the hours to all qualified support staff in the Vancouver area.

This understanding is entered into without prejudice and without precedent.

Dated at Burnaby, British Columbia, this 16th day of 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #10

Between

**The Conseil scolaire francophone de la Colombie-Britannique
(The Board of School Trustees of School District No. 93)**

and

Canadian Union of Public Employees Local 4227

REMOTE WORK

The Employer may assign an employee to work remotely upon prior agreement with the Union and in accordance with the terms of this collective agreement. Such agreement shall not be unreasonably withheld.

Signed at Burnaby, British Columbia, on 13 January 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #11

Between

**The Conseil scolaire francophone de la Colombie-Britannique
(The Board of School Trustees of School District No. 93)**

And

Canadian Union of Public Employees Local 4227

***AGREEMENT ON THE CREATION OF A JOINT COMMITTEE TO STUDY THE
POSSIBILITY OF INCLUDING GENDER-NEUTRAL LANGUAGE***

Given that both parties agree to make the collective agreement more inclusive, it is agreed that:

A joint committee will be set up consisting of two members of the 2022 bargaining committee and two members from the employer for a total of four persons. The committee may invite experts as required.

This committee's objective is to review all gendered language and make recommendations to make the language of the collective agreement more inclusive and gender-neutral.

The committee shall submit its recommendations by 30 June 2024 to both parties for their consideration in the next round of collective bargaining.

Signed at Richmond, British Columbia, on 13 January 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #12

Between

**The *Conseil scolaire francophone de la Colombie-Britannique*
(The Board of School Trustees of School District No. 93)**

And

Canadian Union of Public Employees Local 4227

SECURITY PLANS

Given that the employer and the union are committed to providing an inclusive and safe learning environment for students with diverse needs as well as for employees:

Both parties agree that the employee(s) assigned to work with a student who has a safety plan will be included in developing the safety plan and in revising or updating it.

Signed at Burnaby, British Columbia, on 16 January 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #13

Between

**The *Conseil scolaire francophone de la Colombie-Britannique*
(The Board of School Trustees of School District No. 93)**

And

Canadian Union of Public Employees Local 4227

FIRST AID CERTIFICATE

- a. **The Employer shall pay** basic training and renewal costs, **as well as salaries, for** first aid certification (**OFA**) for designated employees.
- b. The Employer will pay a bonus to employees who have a valid certification and are designated to staff first aid. The level of certification at each site will be determined according to WorkSafeBC regulations.
- c. The bonuses will be:
 - Level 1 \$30 per pay
 - Level 2 \$60 per pay

Signed on 16 January 2023

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #14

Between

**The Conseil scolaire francophone de la Colombie-Britannique
(The Board of School Trustees of School District No. 93)**

And

**Canadian Union of Public Employees Local 4227
4227**

Local Bargaining Allocations 2022

Given that both parties agree to use provincial funds to improve employment conditions for support staff, with a view to both retention and recruitment, it is understood that:

The "Local Bargaining Allocations 2019" funds of **\$77,691** be added to the "Local Bargaining Allocations 2022" funds, which are as follows:

- Year 1 (2022): **\$131,034**
 - Year 2 (2023): **\$156,880**
 - Year 3 (2024): **\$203,145**
-
- Two (2) training days per school year, offered during the two (2) provincial professional development days for classroom support staff in schools (calculated to **\$92,500** based on 200 employees)
 - Improving conditions of employment for support staff:
 - Eligibility for benefits as stipulated in article 23 increases from 17.5 hrs/week to 15 hrs/week (**\$24,500**);
 - Percentage increase from 13% to 14% in lieu of benefits (**\$36,350**);
 - Holiday pay for temporary employees (**\$69,300**).
 - First aid premiums for support staff, holding a valid certification determined by WorkSafeBC regulations, and who are designated for the staff's first aid (**\$11,200**)
 - The OFA level 1 bonus increased from \$30/month to \$60/month
 - The OFA level 2 bonus increased from \$60/month to \$120/month

- Vision care improvements including examination (\$75) and a maximum of \$350 every two (2) years **(\$26,850)**.
- The reimbursement for personal property loss has increased from \$150 to \$300 (**\$150** per school year).

Unused amounts per school year will be used solely to cover unplanned expenses in accordance with the above list.

Signed at Burnaby, British Columbia, on January 16, 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #15

WITHOUT PREJUDICE

Between

**The *Conseil scolaire francophone de la Colombie-Britannique*
(The Board of School Trustees of School District No. 93)**

And

Canadian Union of Public Employees Local 4227

Working conditions for central office support staff

Whereas the Employer is committed to providing good working conditions;

Whereas a survey of the staff has shown that they would like to have flexibility in working hours; and

Whereas the Employer closes the central office for three {3} days during the winter holiday.

Both parties agree on the following terms:

I. MODIFIED SCHEDULE

12-month support staff

With the exception of Technology Services staff, Central Office support staff working on a 12-month schedule may work an additional 30 minutes per day at straight time for pay during the three (3) days of the winter holiday.

This amounts to three (3) days at seven (7) hours per day for a total of twenty-one (21) hours to be taken in 30-minute increments over 42 days. This accumulation of time will be done on a straight time basis from the beginning of the school year until the total time is accumulated (21 hours).

Technology Services staff

According to Letter of Understanding No. 7, technical staff working in Technology Services work 75 hours per two-week period. If the employee exceeds 75 hours

of work, and has not been able to take the time back during that two-week period, the employee may bank the hours as overtime.

Letter of Understanding No. 7 will continue to be applied but increased flexibility in scheduling will be offered during the months of September, October and November to allow for the accumulation of overtime in anticipation of the three days of winter holiday closure.

10-month support staff

Support staff working on a 10-month schedule may work an additional 15 minutes per day in order to get one week of paid leave in the spring. This amounts to five (5) days at seven (7) hours per day for a total of thirty-five (35) hours to be taken back in 15 minutes over 140 days. This accumulation of time will be on a straight time basis - from the beginning of the school year until the total time is accumulated (35 hours).

In some cases, the masculine form is used to make the text easier to read.

These additional minutes may be worked at the beginning or end of the day. Article 14.02 provides that the work day shall be between 8:00 a.m. and 5:00 p.m. An exception to Article 14.02 is permitted in order to fulfill these additional minutes (15 or 30 minutes) and the employee may start work at 7:45 am.

* These additional minutes shall not be subject to overtime as defined in Article 15 of the Collective Agreement.

2. FLEXIBILITY IN WORKING HOURS DURING THE SUMMER PERIOD

12-month support staff may enjoy flexible working hours starting at 7:30 a.m. and ending at 3 p.m. during the summer period. Such flexibility will begin one week after school closes at the end of June and will end two weeks before the start of the school year in September.

3. CLARIFICATIONS

All options set out in this agreement are on a voluntary basis and are renewable every year.

Arrival and departure times should be agreed in advance with the direct manager and should meet operational objectives. Each support staff member's schedule must be confirmed in writing using a timetable that will be proposed.

Signed at Burnaby, British Columbia, this 16th day of January 2023.

FOR THE EMPLOYER

FOR THE UNION

In some cases, the masculine form is used to make the text easier to read.

LETTER OF UNDERSTANDING #16

Between

**The *Conseil scolaire francophone de la Colombie-Britannique*
(The Board of School Trustees of School District No. 93)**

And

Canadian Union of Public Employees Local 4227

Hours for Projet Lien

Whereas the employer is committed to offering services for vulnerable students;
and

Whereas these hours may be worked during or outside normal working hours.

The parties agree to the following terms:

- The hours shall be offered in writing to all support staff at the beginning of each school year
- Support staff shall express their interest in writing
- If the school's support staff is not interested, the position will be posted
- The choice shall be made according to qualifications, experience and skills. If two support staff are qualified for the duties, seniority will be the determining factor.
- The hourly rate will be at pay grade 3
- The hours will be considered to be temporary and will be exempted from Articles 14.06 (Minimum Daily Hours) and Article 15 (Overtime and Additional Hours)
- Duties will be limited to supporting a reasonable number of students in completing their homework and preparing simple meals.
- Time spent buying groceries will be considered time worked and travel will be reimbursed according to CSF policy.

- Any other duties and any proposed project must be discussed in advance between the union and the CSF to be mutually agreed.

This agreement is entered into on a without prejudice and without precedent basis.

Signed at Burnaby, British Columbia, this 16th day of January 2023.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING #17

Between

**The *Conseil scolaire francophone de la Colombie-Britannique*
(The Board of School Trustees of School District No. 93)**

And

Canadian Union of Public Employees Local 4227

BEHAVIOURAL FACILITATORS

1. Article 14 – Hours of Work

Behavioural facilitators' working hours will be from 8:00 am to 6:00 pm. In an emergency, the working day may extend beyond the above hours without exceeding normal hours of work for a two-week period.

Behavioural facilitations will work on a flexible work schedule of seventy (70) working hours over two weeks.

Surplus hours that could not be taken back during the two weeks will be considered as overtime and Article 15 will apply in its entirety.

2. Workplace

Behavioural facilitators' usual workplace is at the CSF's administrative office. Travel time will be considered as time worked, except time required to get to and from the usual workplace.

3. Reimbursement of Travel Expenses

Travel expenses will be reimbursed according to CSF policy on expense reimbursement.

This agreement is entered into on a without prejudice and without precedent basis.

Signed at Burnaby, British Columbia, this 16th day of January 2023.

FOR THE EMPLOYER

FOR THE UNION

In some cases, the masculine form is used to make the text easier to read.