

**MEMORANDUM OF AGREEMENT  
“MoA”**

**Between**

**BOARD OF EDUCATION of SCHOOL DISTRICT NO. 72 Campbell River**

**“Employer”**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 723**

**“Union”**

---

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

**Continuing Provisions of the Current Collective Agreement**

Except as provided by this MoA, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2019 will be incorporated in their entirety into the revised collective agreement between the parties.

**Effective Date**

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

**Changes to the Revised Collective Agreement**

The July 1, 2014 – June 30, 2019 Collective Agreement will continue in force and effect until June 30, 2022 except as modified by the following:

Appendix A – 2019 Provincial Framework Agreement

Appendix B – Local Memorandum of Agreement between the Board of Education for School District No. 72 Campbell River and the Canadian Union of Public Employees Local 723, dated September 13, 2019 which sets out all other agreed changes to the Collective Agreement.

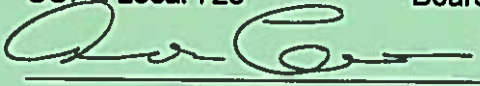
**Ratification**

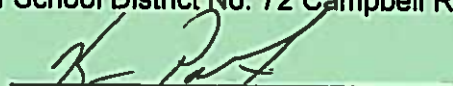
This Memorandum is subject to ratification by the Board of Education of School District No. 72 Campbell River, the British Columbia Public School Employers' Association, and the membership of CUPE Local 723.

AGREED September 13, 2019

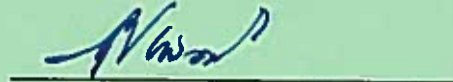
CUPE Local 723

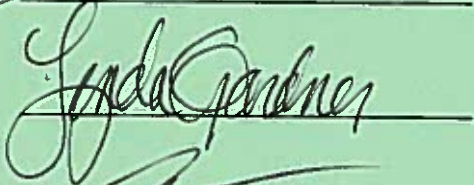
Board of Education of School District No. 72 Campbell River

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

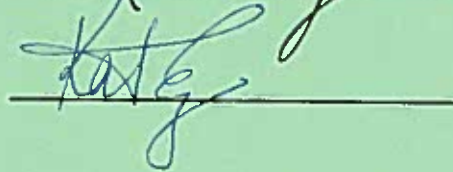
  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

## Appendix B

### Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2014 – June 30, 2019 local Collective Agreement between the Board of Education of School District No. 72 (Campbell River) and CUPE Local 723.

Each signed off item is attached for reference.

<u>Article</u>	<u>Item</u>
4.01	No discrimination
11.01	Board Liaison
14.05	Personnel files
15.06 (d)	Secondary Seniority
16.02	Job Postings (Education Assistants)
16.09	Promotions and staff changes – Notice period
18.05	Professional Development

Job Evaluation Joint Letter

Service Improvement Allocation

#### **Housekeeping (5 items)**

Change of name – Aboriginal to Indigenous

Secondary School - Student Records Secretary

Pregnancy Leave re-write

Technological change re-numbering

6 Letters of Understanding renewal

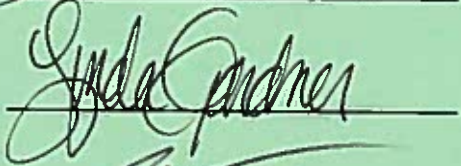
Agreed September 16, 2019.

CUPE Local 723

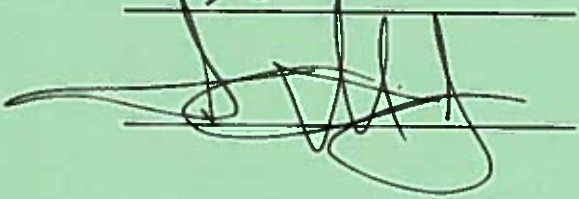
Board of Education of School District No.  
72 (Campbell River)

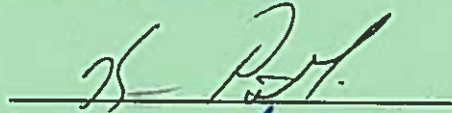
  
\_\_\_\_\_

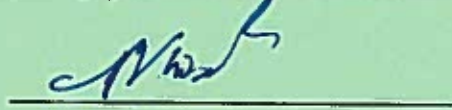
  
\_\_\_\_\_

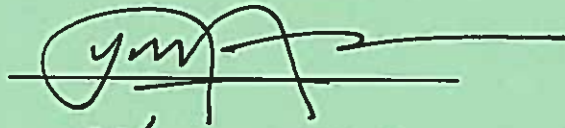
  
\_\_\_\_\_

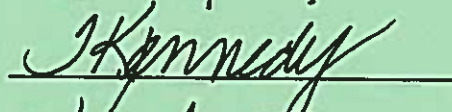
  
\_\_\_\_\_

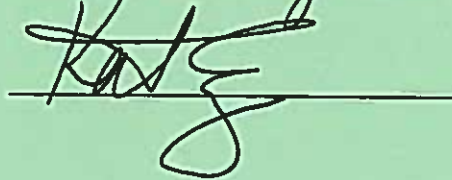
  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_



BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 723

---

**Date: May 17, 2019**

**Article: 4.01**

**Subject: NO DISCRIMINATION**

**Agreed Language:**


**Article No: 4.01 NO DISCRIMINATION**

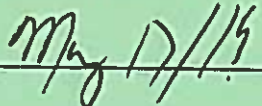
4.01 A No Discrimination

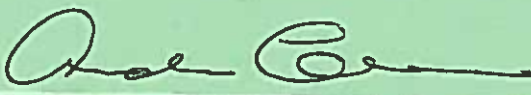
The Board agrees that there shall be no discrimination against members of the Union because of their activities within the Union.

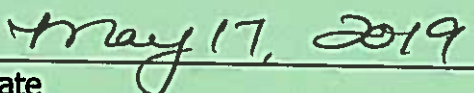
Both parties agree to adhere to the Human Rights Act of B.C. **Code and all of the processes therein.**

**Further information can be accessed on the employee portal at <https://portal.sd72.bc.ca/Departments/HR/supportstaff/>. Any alleged violation of the Human Rights act shall be referred to the Human Rights Director for settlement.**

  
\_\_\_\_\_  
Kevin Patrick, Secretary-Treasurer  
School District No. 72

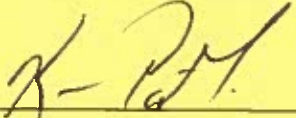
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Andrea Craddock, President,  
CUPE Local 723

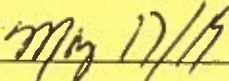
  
\_\_\_\_\_  
Date

<p><b>ARTICLE 11 BOARD MEETINGS</b></p> <p><b>11.01 Minutes of Meetings</b></p> <p>The Board agrees that they will send one (1) copy of Minutes of Board Meetings to the Secretary of the Union.</p> <p><b>11.02 Resolutions and Reports of the Board</b></p> <p>The Board agrees that any reports or recommendations about to be made to the Board or a Committee of the Board, dealing with matters affecting the working conditions of the members of the Bargaining Unit, will be communicated to the Union before they are dealt with by the Board or Committee of the Board so as to afford the Union a reasonable opportunity to consider and, if necessary, speaking to them before they are dealt with by the Board.</p>	<p><b>ARTICLE 11 BOARD MEETINGS OF EDUCATION</b></p> <p><b>New and renumber</b></p> <p>May 8, 2019</p> <p><b>11.01 Board Liaison</b></p> <p><b>The Board shall inform CUPE Local 723 who will be the elected trustee liaison.</b></p> <p><b>11.02 Minutes of Meetings</b></p> <p>The Board agrees that they will send one (1) copy of Minutes of Board Meetings to the Secretary of the Union.</p> <p><b>11.03 Resolutions and Reports of the Board</b></p> <p>The Board agrees that any reports or recommendations about to be made to the Board or a Committee of the Board, dealing with matters affecting the working conditions of the members of the Bargaining Unit, will be communicated to the Union before they are dealt with by the Board or Committee of the Board so as to afford the Union a reasonable opportunity to consider and, if necessary, speaking to them before they are dealt with by the Board.</p>
---	---


**Signed for the Employer**

  
\_\_\_\_\_

**Date:**

  
\_\_\_\_\_

**Signed for the Union**

  
\_\_\_\_\_

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 723

---

**Date: May 31, 2019**

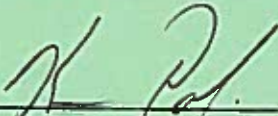
**Article: 14.05**

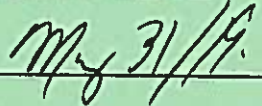
**Subject: Personnel Files**

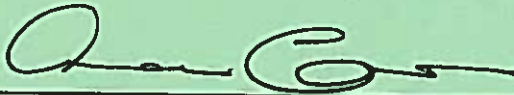
**Agreed Language:**

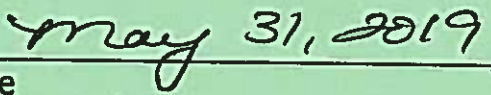
14.05 An employee or designate may request to review their personnel file by contacting the Director of Human Resources or designate. Upon contact, the employee or designate and Director of Human Resources or designate will agree to a mutually convenient time. ~~to review the file outside of the working hours of an employee.~~ Employees may request a copy of any document contained in the file and this copy will be provided by Human Resources as soon as practicable.

*Sign off in exchange for article 16.09.*

  
\_\_\_\_\_  
Kevin Patrick, Secretary-Treasurer  
School District No. 72

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Andrea Craddock, President,  
CUPE Local 723

  
\_\_\_\_\_  
Date



BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 723

---

**Date: April 23, 2019**

**Article: 15.06 (d)**

**Subject: Secondary Seniority**

**Agreed Language:**

**Article No: 15.06 (d) Secondary Seniority**

15.06 Secondary Seniority

- (d) For the purposes of filling posted ~~regular~~ **permanent** or temporary positions, an employee with the required qualifications, ability and skills, who has secondary seniority, and who applies for such position within the bargaining unit, shall be considered for the posted position after ~~regular~~ **permanent** employees with a seniority date, and prior to outside applicants.



Kevin Patrick, Secretary-Treasurer  
School District No. 72

Date

May 8/19.



Andrea Craddock, President,  
CUPE Local 723

Date

May 8, 2019.



**ARTICLE 16 PROMOTIONS AND STAFF CHANGES**

**16.02 Job Postings (Education Assistants)**

- (a) Posting of vacancies occurring after school opening shall be posted as temporary positions to the end of the school year. Education Assistants assigned to positions shall not be entitled to post into these temporary positions unless it results in an increase in assigned hours, or unless the Director of Student Services has given prior written approval; such approval shall not be unreasonably denied.
  
- (b) Posting of vacancies occurring after school opening shall be reposted as permanent positions in June of the same school year. This shall be referred to as the annual posting period.

**ARTICLE 16 PROMOTIONS AND STAFF CHANGES**

**16.02 Job Postings (Education Assistants)**

May 8, 2019  
Move 1.07 to 16.02 (a) and renumber

**(a) Education Assistants**

**In this Agreement, reference to Education Assistant shall include Education Assistant, Continuing Education Assistant, Brailist, Sign Language Interpreter, Education Assistant - Intensive Behaviour and Intervenor.**

- (b) Posting of vacancies occurring after school opening shall be posted as temporary positions to the end of the school year. Education Assistants assigned to positions shall not be entitled to post into these temporary positions unless it results in an increase in assigned hours, or unless the Director of Student Services has given prior written approval; such approval shall not be unreasonably denied.
  
- (c) Posting of vacancies occurring after school opening shall be posted as temporary positions to

**Signed for the Employer**

**Signed for the Union**

**Date:**

*May 17/19*

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 723

---

**Date: May 31, 2019**

**Article: 16.09**

**Subject: Promotions and Staff Changes – Notice Period**

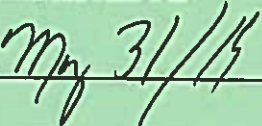
**Agreed Language:**

**16.09 An employee may resign from the employ of the employer on thirty (30) days' prior written notice to the employer. On an exceptional basis, a shorter notice period may be agreed, to by the employer.**


*Sign off in exchange for article 14.05.*



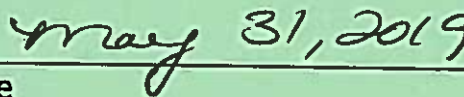
Kevin Patrick, Secretary-Treasurer  
School District No. 72



Date



Andrea Craddock, President,  
CUPE Local 723



Date

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 723

---

**Date: September 16, 2019**

**Article: 18.05 Inservicing**

**Agreed Language:**

**18.05 ~~Inservicing~~ Professional Development**

- (a) The Board shall budget annually for the purpose of releasing and **providing professional development to** ~~inservicing~~ permanent employees covered by this Collective Agreement. An annual financial report on the operation of the **professional development** ~~inservicing~~ fund shall be supplied by the Secretary-Treasurer.
- (b) **Professional development** ~~inservicing~~ shall be for the purpose of technological changes, job-related training, **development of work-related skills**, ~~professional development~~ ~~inservicing~~ and other activities designed to improve the work performance of permanent employees.
- (c) The ~~inservice~~ **professional development** fund as established by the Board shall be administered by the Secretary-Treasurer or designate. There shall be a committee formed comprised of two (2) Union and two (2) Board representatives for the purpose of advising the Secretary-Treasurer or designate on the choice of and the organization of ~~inservice~~ **professional development** activities for permanent employees covered by this Collective Agreement. This committee shall meet a minimum of twice yearly to facilitate ~~inservicing~~ **professional development** and to review requests received from departments for specific ~~inservicing~~ **professional development** programs.
- (d) Permanent employees, other than Bus Drivers, Education-Assistants, Aboriginal Youth Workers, Multicultural Youth Workers, Child and Youth Workers, and Signing Interpreter/Braillists shall be provided each school year (July 1 to June 30) with one (1) day of ~~inservicing~~ **professional development** which shall be scheduled during working hours on days when school is not in session. Bus drivers shall be provided with two (2) days of **professional development** ~~inservicing~~ on days where teacher professional days or other non-instructional days are established without children in attendance at school.

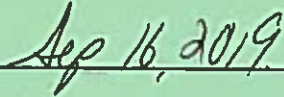


- (e) Permanent employees must attend the day of professional development inservicing in order to be paid their regular hourly rate of pay for the number of hours in attendance, to a maximum of eight (8) hours per day.



Kevin Patrick, Secretary-Treasurer  
School District No. 72

Date



Andrea Craddock, President,  
CUPE Local 723

Date



BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 723

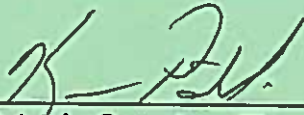
---

**Date: September 16, 2019**

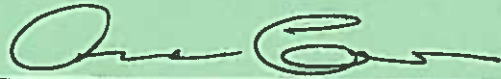
**Article: Job Evaluation**

**Agreed Language:**

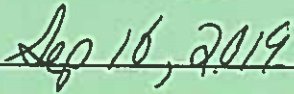
School District 72 (Campbell River) and CUPE Local 723 agree to submit a joint letter of application to participate in the Provincial Committee responsible for Phase II of Provincial Job Evaluations, with the provisos mentioned in the draft letter provided by the School District to the Union on September 16, 2019.



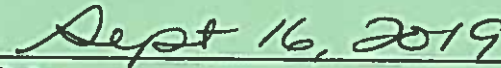
Kevin Patrick, Secretary-Treasurer  
School District No. 72



Andrea Craddock, President,  
CUPE Local 723



Date



Date

**Service Improvement Allocation - SD72/CUPE723 Sign-off  
Effective July 1, 2020**



**Kevin Patrick, Secretary-Treasurer  
School District No. 72 (Campbell River)**



**Andrea Craddock, President  
Local 723**

Sept 16, 2019

Date

Sept 16, 2019

Date

Staff meetings	18,957						
Extra EA Time	53,000						
<b>Total Service Improvement Allocation</b>	<b>71,957</b>						
<b>6 Elementary EAs, 2 Middle, 2 Secondary to 5.75 hours</b>							
<b>Worksheet</b>	<b>wage hrs days weeks number of EAs</b>						
elementary	35.07 0.25 5 39 31 53,000						
	31 53,000						
	SIA 53,000						
<b>Provide EA and 5.5 hr Sec with paid staff meeting</b>							
2 Hours	Hourly Rate	Months	Wages	Wages w/Benefits	Employee	Total	
0.5	26.34293	10	132	165	108.75	17,905	
0.5	26.66545	10	133	166	7	1,051.95	18,957



BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 723

---

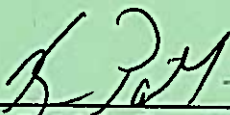
**Date:** April 23, 2019

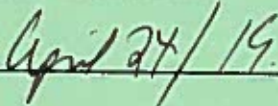
**Article:** Rates of Pay – Schedule B


**Subject:** Change of Name from Aboriginal to Indigenous

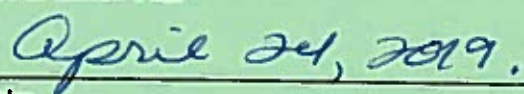
**Agreed Language:**

In all occurrences throughout the collective agreement where the term "Aboriginal" is used, replace with "Indigenous".

  
\_\_\_\_\_  
Kevin Patrick, Secretary-Treasurer  
School District No. 72

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Andrea Craddock, President,  
CUPE Local 723

  
\_\_\_\_\_  
Date

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 723

---

**Date: May 17, 2019**

**Article: Rates of Pay**

**Subject: Schedule B  
Housekeeping**

**Agreed Insertion:**

Add the classification "Secondary School Student Records Secretary to the Rates of Pay – Schedule B. The rate of pay for the Secondary School Student Records Secretary shall be the same rate as the current Secretary II classification.



Kevin Patrick, Secretary-Treasurer  
School District No. 72

Date

May 17/19



Andrea Craddock, President,  
CUPE Local 723

Date

May 17, 2019

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 723

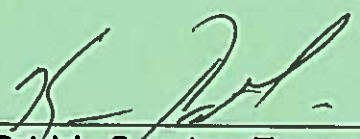
---

**Date: September 16, 2019**

**Article: Housekeeping**

**Agreed Language:**

1. Reorder Article 1.05 Technological Change to appear under Article 30.01 Technological and other Significant Changes.
2. Article 24 – Leave of Absence  
24.05 Pregnancy, Adoptive and Parental Leave  
Shall be written to include all current legislative changes.

  
\_\_\_\_\_  
Kevin Patrick, Secretary-Treasurer  
School District No. 72

Date

Sept 16, 2019

  
\_\_\_\_\_  
Andrea Craddock, President,  
CUPE Local 723

Date

Sept 16, 2019



BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 723

---

**Date:**        **May 31, 2019**

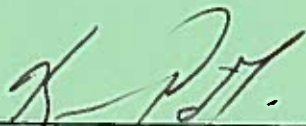
**Article:**

**Subject:**    **Letters of Understanding**

**Agreed Language:**

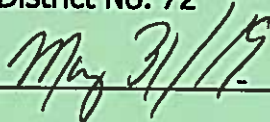
**Renew the following Letters of Understanding:**

1.    **LOU - Custodial Summer Shut-Down**
2.    **LOU - Job Share**
3.    **LOU - Summer Work**
4.    **LOU - Students for Educations Purposes**
5.    **LOU - Student Helper**
6.    **LOU - Strong Start BC**



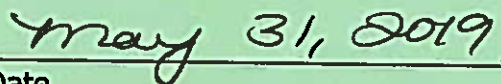
Kevin Patrick, Secretary-Treasurer  
School District No. 72

Date



Andrea Craddock, President,  
CUPE Local 723

Date



**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, 2019 to June 30, 2022

**2. Wages Increases**

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

**3. Local Bargaining**

Provide funding to the local support staff tables for service enhancements that are beneficial to students and as otherwise consistent with the 2019 Sustainable Services Negotiating Mandate in the amount of:

<b>Year</b>	<b>Amount</b>
<b>2019/2020</b>	<b>\$0</b>
<b>2020/2021</b>	<b>\$7,000,000</b>
<b>2021/2022</b>	<b>\$7,000,000</b>

The \$7 million is an ongoing annual amount.

This money will be prorated according to student FTE providing that each district receives a minimum of \$15,000 annually.

#### **4. Benefits**

Provide annual ongoing funding to explore and implement enhancements to the Standardized Extended Health Plan including consideration of an addiction treatment support program as below:

<b>Year</b>	<b>Amount</b>
<b>2019/2020</b>	<b>\$1,000,000</b>
<b>2020/2021</b>	<b>\$3,000,000</b>
<b>2021/2022</b>	<b>\$3,000,000</b>

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

Any residual from the 2019-2022 for benefits standardization will be allocated to training initiatives under the Support Staff Education Committee.

Further, the Parties agree that the existing funds held in the Support Staff Education and Adjustment Committee as set out below will be transferred to the PEBT and 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 consideration, and relapse response.

- a. 2010-2012 FLOU – remaining balance of \$477,379
- b. Work Force Adjustment – remaining balance of \$646,724

#### **5. Safety in the Workplace**

The Parties agree that, in accordance with WorkSafe BC regulations, safety in the workplace is an employee right and is paramount. The Parties commit to providing a healthy and safe working environment which includes procedures to eliminate or minimize the risk of workplace violence. The Parties will work collaboratively to support local districts and unions to comply with all WorkSafe BC requirements.

Information relating to refusing unsafe work, and workers' rights and responsibilities, and employer responsibilities, as provided by WorkSafeBC is attached to this PFA for information purposes.

The Parties will establish a Joint Health and Safety Taskforce of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. Each Party will consider the appointment of subject matter experts in occupational health and safety, and special education.



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.

The work of this joint taskforce will be completed by January 1, 2020 and will include:

- Developing a joint communication to school districts and local unions on the obligation to report and investigate incidents including incidents of workplace violence.
- Reviewing and developing a Joint Health and Safety Evaluation Tool for the K-12 sector to ensure compliance with WorkSafe BC regulations.
- Identifying and developing appropriate training. This may include use of the evaluation tool, non-violent crisis intervention, ABA, incident reporting and investigations, and employee rights and responsibilities under WorkSafe BC regulations including the right to refuse unsafe work. Training implementation will fall under the mandate of the SSEC.

Utilizing the developed Health and Safety Evaluation Tool for K-12 sector, a joint evaluation shall be performed by a union member appointed by the local union and a representative appointed by the employer. This evaluation shall be on paid time (up to a maximum of three and a half (3.5) hours) and to be completed by March 31, 2021. The union agrees to cover any other costs incurred for the union member.

Copies of completed evaluations shall be provided to local presidents and employers as outlined on the evaluation tool.

The parties agree to commence the work of this taskforce upon approval of the Provincial Framework Agreement by both parties prior to the commencement of this PFA. Costs associated with this committee will be provided from existing SSEAC funds. These funds will be reimbursed with the funds provided under Section 9 Committee Funding.

## **6. 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. Skills enhancement for support staff
- e. EA curriculum module development and delivery
- f. 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 develop, not later than December 31, 2019, terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Parties.

**Funding:**

There will be a total of \$1 million of annual funding allocated for the purposes set out above commencing July 1, 2019 for the term of this agreement.

**7. Job Evaluation (JE) Committee**

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

- Review the results of the phase one pilot and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.

- Expand the pilot to an additional ten (10) districts including at least two (2) non-CUPE locals to confirm the validity of the tool and the benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for 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.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

It is recognized that the work of the committee is potentially lengthy and onerous. To accomplish the objectives expeditiously the Parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) on a fulltime basis if necessary 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.

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

The committee, together with consultant(s) if required, will develop a method to convert points into pay bands. The confirmed method must be supported by current compensation best practices.

The disbursement of available JE funds shall commence by January 2, 2020 or as mutually agreed.

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 has been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

The committee will report out to the Parties at key milestones during the term of the Framework Agreement. Should any concerns arise during the work of the committee they will be discussed and resolved by the Parties at that time.

The parties confirm that the \$900,000 of ongoing annual funds established under the 2014-2019 Provincial Framework Agreement will be used to implement the Job Evaluation Plan. An additional \$3 million of ongoing annual funds will commence on July 1, 2021.



## **8. Provincial Labour Management Committee (PLMC)**

The Parties agree to establish a PLMC to discuss and problem solve issues of mutual provincial interest. 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 specific grievances or have the power to bind either Party 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 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 agreement and agree to include Workplace Health and Safety as a standing agenda item.

## **9. Committee Funding**

There will be a total of \$100,000 of annual funding allocated for the purposes of the Support Staff Education Committee and the Provincial Labour Management Committee. There will be a one-time \$50,000 allocation for the purposes of the Joint Health and Safety Taskforce.

## **10. Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE)**

The Parties commit to a Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE) with the following objectives:

- a. Gathering data of existing support staff recruitment and retention challenges and projected demand in the sector
- b. Gathering data of existing offerings for applicable post-secondary programs, vocational programs and identify potential gaps in program offerings to meet projected demands
- c. Partnering with post-secondary schools and vocational training providers to promote support staff positions in school districts
- d. Marketing the support staff opportunities within the sector (eg. Make a Future)
- e. Targeted support for hard to fill positions

The representatives of the PLMC will mutually select a consultant to perform the work of the initiative. The consultant will report to the PLMC on key milestones and as otherwise requested. During the term of the agreement \$300,000 will be allocated for the purposes set out above.

#### **11. Early Care and Learning Plan**

In support of the Province's Early Care and Learning (ECL) Plan, the parties will pursue collaborative opportunities for the K-12 sector to support effective transitions for care and learning from the early years to kindergarten e.g. before and after school care.

#### **12. Unpaid Work**

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

#### **13. Employee Family Assistance Program (EFAP) services and the PEBT**

The Parties request that the PEBT Board undertake a review to assess the administering of all support staff Employee Family Assistance Program (EFAP) plans.

#### **14. 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.

#### **15. 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.

**16. Employee Support Grant (ESG)**

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.

**17. Adoption of Provincial Framework Agreement (PFA)**

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties no later than November 30, 2019.

**18. Funding**

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

**19. Provincial Bargaining**

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. \$200,000 will be allocated as of July 1, 2020.

Dated this \_\_12<sup>th</sup>\_\_ day of July, 2018.

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

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

Warren Williams (Local 15 - Metro)  
Tracey Mathieson  
Rob Hewitt  
Leslie Franklin (Local 703 - Fraser Valley)

**BC Public School Employers' Association & Boards of Education**

Leanne Bowes, BCPSEA  
Renzo del Negro, BCPSEA  
Tammy Sowinski, OLRC  
Kyle Uno, SD36 Surrey





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, 2019**

This Employee Support Grant (ESG) establishes a process under which employees covered by 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, 2019.

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 November 30, 2019 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 \_\_\_\_\_ by:

\_\_\_\_\_  
BCPSEA  
Leanne Bowes

\_\_\_\_\_  
K-12 Presidents' Council  
Warren Williams



**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: Public Sector General 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, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Provincial Framework Agreement will be adjusted on the third anniversary of the 2019-2022 Provincial Framework Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Agreement will be effective during the term of the 2019-2022 Provincial Framework Agreement.