

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, 2019 TO JUNE 30, 2022

TABLE OF CONTENTS

Article	Page No.
ARTICLE 1 – PURPOSE OF THE AGREEMENT	3
ARTICLE 2 – MANAGEMENT RIGHTS	3
ARTICLE 3 – HUMAN RIGHTS	3
ARTICLE 4 – UNION RECOGNITION.....	5
ARTICLE 5 – NEGOTIATIONS AND ADMINISTRATION OF THE COLLECTIVE AGREEMENT.....	6
ARTICLE 6 – DISCHARGE, SUSPENSION AND DISCIPLINE	7
ARTICLE 7 – NEW EMPLOYEES.....	8
ARTICLE 8 – PERSONNEL RECORDS	8
ARTICLE 9 – COMMUNICATIONS	9
ARTICLE 10 – GRIEVANCE PROCEDURE	10
ARTICLE 11 – SENIORITY.....	12
ARTICLE 12 – STAFF CHANGES.....	14
ARTICLE 13 - LAYOFF, BUMPING, RECALL AND SEVERANCE	16
ARTICLE 14 – HOURS OF WORK	19
ARTICLE 15 – OVERTIME AND ADDITIONAL HOURS	20
ARTICLE 16 – STATUTORY HOLIDAYS	21
ARTICLE 17 – DEFINITIONS.....	22
ARTICLE 18 – VACATION	23
ARTICLE 19 – SICK LEAVE.....	25
ARTICLE 20 – LEAVES OF ABSENCE.....	26
ARTICLE 21 – HEALTH & SAFETY	30
ARTICLE 22 - GENERAL	31
ARTICLE 23 – EMPLOYEE BENEFITS.....	33
ARTICLE 24 – JOB SECURITY	35
ARTICLE 25 – WAGES AND ALLOWANCES.....	36
ARTICLE 26 – TERM OF AGREEMENT	37

APPENDIX “A” - SALARY GRID	39 -
APPENDIX “B”	41 -
DEFERRED SALARY LEAVE PLAN	
APPENDIX “C”	49 -
PROVINCIAL FRAMEWORK AGREEMENT	
LETTER OF UNDERSTANDING #1	64 -
GRANDPARENTING OF EXISTING EMPLOYEE WORKING CONDITIONS	
LETTER OF UNDERSTANDING #2	64 -
ARTICLE 14: HOURS OF WORK - DISPATCH OFFICER	
LETTER OF UNDERSTANDING #3	65 -
ARTICLE 10 – GRIEVANCE PROCEDURE	
LETTER OF UNDERSTANDING #4	68 -
EDUCATIONAL TRIPS	
LETTER OF UNDERSTANDING #5	70 -
ARTICLE 14.06 MINIMUM DAILY HOURS ONLINE SCHOOL	
LETTER OF UNDERSTANDING #6	70 -
SETTLEMENT WORKERS IN SCHOOLS (SWIS) AND YOUTH WORKER	
LETTER OF UNDERSTANDING #7	73 -
FLEXIBLE HOURS FOR THE IT DEPARMENT	
LETTER OF UNDERSTANDING #8	76 -
MODIFIED CALENDAR	
LETTER OF UNDERSTANDING #9	78 -
WORKING CONDITIONS FOR COOK AND STUDENT SUPERVISOR DURING WEEKEND COURSES	
LETTER OF UNDERSTANDING #10	80 -
RE: AGREED UNDERSTANDING OF THE TERM EDUCATION ASSISTANT	
LETTER OF UNDERSTANDING #11	81 -
UNDERSTANDING ON THE PROJECT “TIENS-MOI LA MAIN J’EMBARQUE”	

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 agrees that there should be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, lay-off, discipline, discharge or otherwise by reason of age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, 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 to 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 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. 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) Not more often than twice per year, employee information, including a list of employees covered by this Agreement, showing their names, addresses, phone numbers, classification, seniority, 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 Primary Seniority

- (a) Seniority is defined as the length of service with the Conseil Scolaire Francophone de la Colombie-Britannique and seniority with a previous school board in British Columbia so long as the employee was employed in Programme Cadre with the previous school board immediately preceding employment with the CSF.
- (b) Where two (2) or more employees commence work on the same day, preference shall be in accordance with the date of application.

11.02 Secondary Seniority

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

11.03 Seniority Lists

- (a) The Employer shall maintain a seniority list for regular employees showing the current classification and the date upon which each employee commenced service.
- (b) When a temporary employee is appointed to a regular position, the Employer shall recognize any service in a temporary posting exceeding **four (4)** months worked by the employee for the purpose of seniority. 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 shall be adjusted accordingly.
- (c) The Employer shall maintain a secondary seniority 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.

11.04 Loss of Seniority

The seniority 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 seniority 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.

11.05 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 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 seniority 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. Where two (2) or more employees are qualified to fill the position applied for, seniority shall be the determining factor.
- 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 three (3) months in all subsequent appointments.
 - (b) When a temporary employee is in a position for a period of six (6) months or more with no interruption of service, and then is appointed to the same regular position, the probationary period shall be considered to have been served.

- (c) Employees appointed to a posted temporary vacancy will serve a trial period of three (3) months or less if the vacancy is less than three (3) months.
- (d) 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 loss of seniority. 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 loss of seniority.
- (e) If an employee is absent from work for ten (10) consecutive working days or more during the probation period, such will be extended by the equivalent period of absence.
- (f) **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.**
- (g) **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 length of service. 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 completed three (3) years continuous service shall receive additional notice of five (5) working days; and for each subsequent completed year of continuous service, 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 service 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 is committed to providing a minimum of four (4) hours of work for a regular employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (b) Exemptions from the four-hour minimum:
 - (i) student/noon hour supervisor.
 - (ii) small schools with fewer than seventy-five (75) students in which case a two-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	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

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

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.

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.

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.

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	Three (3) weeks
After seven (7) years of continuous service	Four (4) weeks
After fourteen (14) years of continuous service	Five (5) weeks
After twenty-two (22) years of continuous service	Six (6) weeks

- (b) Employees who have less than one (1) year of continuous service 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

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 Definition of Continuous Service

- (a) For the purposes of this Article, continuous service shall be defined as time for which a regular employee has received pay.
- (b) Notwithstanding the above, sick leave, absences covered by Workers Compensation and Union Leave of Absence shall be recognized in calculating continuous service. However, vacation will only be earned during a sick leave absence paid by the Employer. It is understood that leaves of absence without pay for less than one (1) month shall be recognized in calculating continuous service.

18.05 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 Compassionate and Bereavement Leave

- (a) Where a regular employee is required to take leave because of a death in the immediate family, three (3) days shall be granted without loss of pay, if the funeral is to be held in British Columbia. Five (5) days shall be granted without loss of pay if the funeral is held outside British Columbia.
- (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 accrual of seniority, 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 accrual of seniority upon written application received by May 1st. 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 with the Employer.

- (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 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 seniority 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.

20.06. 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 seniority. 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.

20.07 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.

20.08 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.

ARTICLE 21 – HEALTH & SAFETY

21.01 Workers' Compensation Board

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 statues 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.

22.06 Deferred Salary Leave Plan

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 be assigned to the same or a comparable position as the one held prior to the leave.

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 in material or equipment 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 seniority.
 - (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, **2019**, through the period ending June 30, **2022**.

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 11th day of 2020.

FOR THE EMPLOYER:

FOR THE UNION:

__Kapka Djarova_____

__Francine Brisson_____

__Julie Redrejo_____

__James Mercier_____

__Irène Noël_____

__Frédérique Delorme_____

__Nora Chelali._____

__Michael Reed_____

APPENDIX “A” - SALARY GRID

CATEGORY	POSITION	HOURLY WAGE		
		July 1, 2019 2%	July 1, 2020 2%	July 1, 2021 2%
Category 1	Student Supervisor	22.10	22.54	22.99
Category 2	Receptionist Computer Clerk	23.40	23.86	24.34
Category 3	Cultural Activity Leader Education Assistant (Aboriginal, ESL- FSL, multi-grades, Link Project) Clerk Typist StrongStart Educator	24.68	25.17	25.68
Category 4	Library Clerk	25.35	25.86	26.38
Category 5	Operations Clerk	26.01	26.53	27.06
Category 6	Dispatch Officer Special Education Assistant (virtual, speech)	26.64	27.17	27.72
Category 7		27.28	27.83	28.39
Category 8	Projects Officer, student life and partnerships Archives Officer Human Resources Assistant Preschool Educator School Youth Worker Sector Secretary / School Secretary <i>See Note 1</i>	27.94	28.50	29.07
Category 9	Event Organization Officer Accounting Officer	28.59	29.16	29.75
Category 10	Chef – Cook	29.26	29.84	30.44
Category 11	MyEducationBC Technician Computer Technician Computer Technician – MyEducationBC Teaching Resources Technician Documentation Technician and Library Clerk Support	29.90	30.50	31.11

CATEGORY	POSITION	HOURLY WAGE		
		July 1, 2019 2%	July 1, 2020 2%	July 1, 2021 2%
Category 12	Operations Officer			
	Communications Advisor			
	SWIS Assistant for Immigration Services			
	Immigrant Family Worker			
	Immigrant Youth Worker			
	Web Developer – Webmaster			
	Human Resources Technician – Support Staff			
	Human Resources Technician	30.56	31.17	31.79
Category 13	Programmer – System Analyst	31.19	31.81	32.45
Category 14	Payroll and Benefits Technician			
	Student Life Advisor			
	Community and Partnerships Advisor			
	Special Education Intervention Advisor	31.85	32.49	33.14
Category 15		32.50	33.15	33.82
Category 16	Network Analyst			
	Deployment Analyst	33.15	33.81	34.49
Category 17	SWIS Services Supervisor	33.81	34.48	35.17

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:

July 1, 2019 2%	July 1, 2020 2%	July 1, 2021 2%
29.10	29.68	30.28

Updated on January 24, 2020

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 3 years with a continuing contract.

“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

I have read Article 22.10 regarding the Deferred Salary Plan and understand same and I agree to participate in the Plan under the following terms and conditions:

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
- on 4 years Deduction: 12.50% of the annual salary
- on 5 years Deduction: 10.00% of the annual salary

Leave of Absence of one school year or 12 months

- on 4 years Deduction: 25.00% of the annual salary
- on 5 years Deduction: 20.00% of the annual salary

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, 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:

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

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.

E & O E

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:

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

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 in accordance with Appendix A.

NO LATER THAN NOVEMBER 30TH, 2019.

RB

18. Funding

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

WV

19. Provincial Bargaining

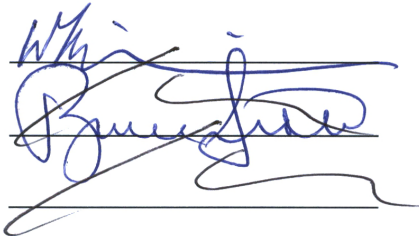
The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. \$200,000 will be allocated as of July 1, 2020.

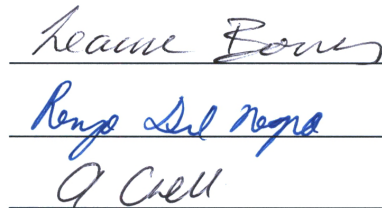
Dated this 12th day of July, 2018.

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

K-12 Presidents' Council and Support Staff Unions

BC Public School Employers' Association & Boards of Education





Mir DeVito
 R. Lavallée
 [Signature]
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 Path Price
 J. Lindgren
 Marcel M. Helms
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 Robert West
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 [Signature]
 Joe Mason
 Marcey Campbell
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 B. Boyd
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} CUPE
 WSA

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, 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.

E & O E

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

Appendix B

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.

E & O E

For information

This information is provided for reference only and is current as of the date of drafting. Please visit www.worksafebc.com for current information.



Refusing unsafe work

Workers have the right to refuse unsafe work. If you have reasonable cause to believe that performing a job or task puts you or someone else at risk, you must not perform the job or task. You must immediately notify your supervisor or employer, who will then take the appropriate steps to determine if the work is unsafe and remedy the situation.

As an employer, workers are your eyes and ears on the front line of workplace health and safety. When workers refuse work because they believe it's unsafe, consider it an opportunity to investigate and correct a situation that could have caused harm.

If a worker refuses work because it's unsafe, workplace procedures will allow the issue to be properly understood and corrected. As a worker, you have the right to refuse to perform a specific job or task you believe is unsafe without being disciplined by your employer. Your employer or supervisor may temporarily assign a new task to you, at no loss in pay.

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

As a worker, you must immediately report the unsafe condition to a supervisor or employer.

As a supervisor or employer, you must investigate the matter and fix it if possible. If you decide the worker's concern is not valid, report back to the worker.

2. If a worker still views work as unsafe after a supervisor or employer has said it is safe to perform a job or task

As a supervisor or employer, you must investigate the problem and ensure any unsafe condition is fixed.

This investigation must take place in the presence of the worker and a worker representative of the joint health and safety committee or a worker chosen by the worker's trade union. If there is no safety committee or representing trade union at the workplace, the worker who first reported the unsafe condition can choose to have another worker present at the investigation.

3. If a worker still views work as unsafe, notify WorkSafeBC

If the matter is not resolved, the worker and the supervisor or employer must [contact WorkSafeBC](http://www.worksafebc.com). A prevention officer will then investigate and take steps to find a workable solution.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work?origin=s&returnurl=https%3A%2F%2Fwww.worksafebc.com%2Fen%2Fsearch%23q%3Dunsafe%2520work%26sort%3Drelevancy%26%3Alanguage-facet%3D%5BEnglish%5D>

Note: WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit www.worksafebc.com for current information.

For information

WORK SAFE BC

Worker Rights and Responsibilities:

On a worksite, everyone has varying levels of responsibility for workplace health and safety. You should know and understand your responsibilities — and those of others. If you're a worker, you also have three key rights.

Your rights

- The right to know about hazards in the workplace
- The right to participate in health and safety activities in the workplace
- The [right to refuse unsafe work](#) without getting punished or fired

Your responsibilities

As a worker, you play an important role in making sure you — and your fellow workers — stay healthy and safe on the job. As a worker, you must:

- Be alert to hazards. Report them immediately to your supervisor or employer.
- Follow safe work procedures and act safely in the workplace at all times.
- Use the protective clothing, devices, and equipment provided. Be sure to wear them properly.
- Co-operate with [joint occupational health and safety committees](#), worker health and safety representatives, WorkSafeBC prevention officers, and anybody with health and safety duties.
- Get treatment quickly should an injury happen on the job and tell the health care provider that the injury is work-related.
- Follow the treatment advice of health care providers.
- Return to work safely after an injury by modifying your duties and not immediately starting with your full, regular responsibilities.
- Never work under the influence of alcohol, drugs or any other substance, or if you're overly tired.

For information

Employer Responsibilities:

Whether a business is large or small, the law requires that it be a safe and healthy place to work. If you are an employer, it is your responsibility to ensure a healthy and safe workplace.

Your responsibilities

- Establish a valid occupational [health and safety program](#).
- [Train](#) your employees to do their work safely and provide proper supervision.
- Provide [supervisors](#) with the necessary support and training to carry out health and safety responsibilities.
- Ensure adequate [first aid](#) equipment, supplies, and trained attendants are on site to handle injuries.
- Regularly [inspect](#) your workplace to make sure everything is working properly.
- Fix problems reported by workers.
- Transport injured workers to the nearest location for medical treatment.
- Report all injuries to WorkSafeBC that required medical attention.
- Investigate incidents where workers are injured or equipment is damaged.
- Submit the necessary forms to WorkSafeBC.

Supervisor Responsibilities:

Supervisors play a key role with very specific health and safety responsibilities that need to be understood.

A supervisor is a person who instructs, directs, and controls workers in the performance of their duties. A supervisor can be any worker — management or staff — who meets this definition, whether or not he or she has the supervisor title. If someone in the workplace has a supervisor's responsibilities, that person is responsible for worker health and safety.

Your responsibilities

- Ensure the health and safety of all workers under your direct supervision.
- Know the WorkSafeBC requirements that apply to the work under your supervision and make sure those requirements are met.
- Ensure workers under your supervision are aware of all known hazards.
- Ensure workers under your supervision have the appropriate [personal protective equipment](#), which is being used properly, regularly inspected, and maintained.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities>

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 11th day of 2020.

FOR THE EMPLOYER:

___Kapka Djarova_____

___Julie Redrejo _____

___Irène Noël _____

FOR THE UNION:

___Francine Brisson _____

___James Mercier _____

___Frédérique Delorme _____

___Nora Chelali. _____

___Michael Reed _____

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 11th day of 2020.

FOR THE EMPLOYER:

__ Kapka Djarova _____

__ Julie Redrejo _____

__ Irène Noël _____

FOR THE UNION:

__ Francine Brisson _____

__ James Mercier _____

__ Frédérique Delorme _____

__ Nora Chelali. _____

__ Michael Reed _____

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 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 11th day of 2020.

FOR THE EMPLOYER:

__Kapka Djarova_____

__Julie Redrejo _____

__Irène Noël _____

FOR THE UNION:

__Francine Brisson_____

__James Mercier _____

__Frédérique Delorme _____

__Nora Chelali. _____

__Michael Reed _____

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.**
- **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 11th day of 2020.

FOR THE EMPLOYER:

__Kapka Djarova_____

__Julie Redrejo _____

__Irène Noël _____

FOR THE UNION:

__Francine Brisson _____

__James Mercier _____

__Frédérique Delorme _____

__Nora Chelali. _____

__Michael Reed _____

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 Richmond, British Columbia, this 11th day of 2020.

FOR THE EMPLOYER:

FOR THE UNION:

__ Kapka Djarova _____

__ Francine Brisson _____

__ Julie Redrejo _____

__ James Mercier _____

__ Irène Noël _____

__ Frédérique Delorme _____

__ Nora Chelali. _____

__ Michael Reed _____

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) AND YOUTH WORKER

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 and the Immigration Youth Worker 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 SWIF assistant 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 SWIF staff and the Immigration Youth Worker 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.**

NB: The schools served are located in Vancouver, North Vancouver, Surrey, Richmond, Port Coquitlam and Delta.

Dated at Richmond, British Columbia, this 11th day of 2020.

FOR THE EMPLOYER:

FOR THE UNION:

__Kapka Djarova_____

__Francine Brisson _____

__Julie Redrejo _____

__James Mercier _____

__Irène Noël _____

__Frédérique Delorme _____

__Nora Chelali. _____

__Michael Reed _____

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.

5. Grand-parenting – Usual Place of Work

Following the move of the **central office** in July 2014, the usual place of work for the two following employees will remain the **École des Pionniers school** in Port Coquitlam. This place of work will be taken **into** consideration when they travel to a school. This clause will cease when the employee moves or accepts another position at the CSF.

- Toni Chidiac

6. Grand-parenting – Normal Hours of Work

Following the move of the central office in July 2014, the normal hours of work for the following employees will be between 7:00 am and 7:30 pm from Monday through Friday, except when they are assigned to the information system. This clause will cease when the employee moves or accepts another position at the CSF.

- Toni Chidiac

Dated at Richmond, British Columbia, this 11th day of 2020.

FOR THE EMPLOYER:

FOR THE UNION:

__Kapka Djarova_____

__Francine Brisson _____

__Julie Redrejo _____

__James Mercier _____

__Irène Noël _____

__Frédérique Delorme _____

__Nora Chelali. _____

__Michael Reed _____

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

It is understood that, in view of 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 owned by the CSF or not (French only and mixed French/English schools) shall work a given number of minutes extra 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 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/DAY	5 MIN/DAY	7 MIN/DAY	8 MIN/DAY	13 MIN/DAY	16 MIN/DAY
1	1	1	1	2	2
1.5	1	1	2	3	3
2	1	2	2	4	5
2.5	2	2	3	5	6
3	2	3	3	6	7
3.5	3	3	4	7	8
4	3	4	5	8	9
4.5	3	4	5	9	10
5	4	5	6	9	11
5.5	4	5	6	10	13
6	4	6	7	11	14
6.5	5	6	7	12	15
7	5	7	8	13	16

Dated at Richmond, British Columbia, this 11th day of 2020.

FOR THE EMPLOYER:

FOR THE UNION:

__Kapka Djarova_____

__Francine Brisson _____

__Julie Redrejo _____

__James Mercier _____

__Irène Noël _____

__Frédérique Delorme _____

__Nora Chelali. _____

__Michael Reed _____

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)

WORKING CONDITIONS FOR COOK AND STUDENT SUPERVISOR **DURING WEEKEND COURSES**

Whereas the Employer is dedicated to offering stimulating, enriching educational programs to its students, and to providing them with unforgettable experiences; The Union and the Employer agree that support staff will help with the proper operation of secondary programs during weekends, in the roles of cook and supervisor.

1. **Responsibility and Job Description**

The cook is in charge of buying food, planning and preparing quick healthy meals for all participants. Meals will be: breakfast, lunch, snacks and dinner. The cook will supervise the students.

The student supervisor agrees to ensure the safety of students and to intervene in cases of emergency. The supervisor will assist during meal times.

Employees will be fed, will sleep on the premises and will be in charge of student safety during the night. It would be desirable for the cook and the supervisor to know the students and the program. A minimum of two (2) employees of opposite sexes is desirable.

2. **Hours of Work and Pay**

Hours of work for employees assigned to the positions of cook and supervisor for secondary courses organized on weekends shall be carried out from Friday evening until Sunday noon and shall be considered casual hours. Hours worked shall be paid hours except during the night, between midnight (24:00) and six (06:00), during which time the British Columbia minimum wage rate shall be applicable. The hourly

wage rate for the cook shall be the Pay Grade 3. The hourly wage rate for the supervisor shall be the Pay Grade 1.

Articles 13.07, 14.03, 14.05, 17.04 of the Collective Agreement shall continue to apply in its entirety.

As a result of this letter, Articles 14.01, 14.02, 14.04, 14.06 and Article 15 shall not apply.

3. Reimbursement of Travel Expenses

Reimbursement of travel expenses will be in accordance with the Employer policy.

Dated at Richmond, British Columbia, this 11th day of 2020.

FOR THE EMPLOYER:

FOR THE UNION:

__Kapka Djarova_____

__Francine Brisson_____

__Julie Redrejo _____

__James Mercier _____

__Irène Noël _____

__Frédérique Delorme _____

__Nora Chelali. _____

__Michael Reed _____

LETTER OF UNDERSTANDING No. 10

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)

RE: AGREED UNDERSTANDING OF THE TERM EDUCATION ASSISTANT

For the purposes of this collective agreement, where applicable, the term Education Assistant (EA) has the same meaning as Special Education Assistant (SEA) as found in the 2010-2012 Collective Agreement and is not intended to alter or amend any terms or conditions of employment.

The parties will meet to review existing position titles and develop a schedule of position(s) that require the incorporation of the position title Education Assistant (EA).

Dated at Richmond, British Columbia, this 11th day of 2020.

FOR THE EMPLOYER:

__Kapka Djarova_____

__Julie Redrejo _____

__Irène Noël _____

FOR THE UNION:

__Francine Brisson _____

__James Mercier _____

__Frédérique Delorme _____

__Nora Chelali. _____

__Michael Reed _____

LETTER OF UNDERSTANDING No. 11

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, seniority will be the determining factor. 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 Richmond, British Columbia, this 11th day of 2020.

FOR THE EMPLOYER:

FOR THE UNION:

__ Kapka Djarova _____

__ Francine Brisson _____

__ Julie Redrejo _____

__ James Mercier _____

__ Irène Noël _____

__ Frédérique Delorme _____

__ Nora Chelali. _____

__ Michael Reed _____