



























































































































**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**THE BOARD OF EDUCATION OF:  
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
AND  
LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

**Education Assistants**

In the event an education assistant (which term is used in its generic sense) is about to lose their position or to lose hours during the school year, the Employer:

1. May create a new education assistant position for the balance of that school year into which the employee shall be placed after consultation with, and agreement of, the union, so long as the position is reasonable considering the geography and affected employee's qualification and experience. The position shall be of equal or greater hours at an equal or greater pay rate.
2. May lay off the education assistant with the least seniority within the same geographical area and offer this position to the education assistant who is about to lose their position or hours. The Employer must guarantee the original education assistant equivalent hours and pay rate. The laid off junior employee would have bumping rights.
3. At the end of that school year any position created under paragraph 1 and continuing into the next school year shall be posted and any employee affected by this letter, who has not already done so, shall be able to exercise their bumping rights.
4. Any affected employee shall have the option of accepting layoff for the remainder of the school year and/or be placed on the list for unposted temporary work if they do not wish to accept the positions offered.
5. The designated geographical areas shall be determined by agreement of the Union and the school district.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED FOR THE EMPLOYER:

\_\_\_\_\_  
Subramanian Paliappa  
Secretary-Treasurer, School District NO. 53

\_\_\_\_\_  
Susan Trower  
Manager of Human Resources,  
School District NO. 53

SIGNED FOR THE UNION:

\_\_\_\_\_  
Tammy Carter  
President, Local 523

\_\_\_\_\_  
Kyle Clark  
Secretary-Treasurer, Local 523



**LETTER OF UNDERSTANDING #6**

**BETWEEN**

**THE BOARD OF EDUCATION OF:  
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

Training (In-Service)

The parties agree that in-service training shall be provided during the term of the agreement to all employees. In-service training may include district workshops, out-of-district workshops, college courses, on the job training and individualized and group training programs.

The subject matter and timing shall be determined by the Employer and shall not interfere with the regular operation of the school district.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED FOR THE EMPLOYER:

SIGNED FOR THE UNION:

\_\_\_\_\_  
Subramanian Paliappa  
Secretary-Treasurer, School District NO. 53

\_\_\_\_\_  
Tammy Carter  
President, Local 523

\_\_\_\_\_  
Susan Trower  
Manager of Human Resources,  
School District NO. 53

\_\_\_\_\_  
Kyle Clark  
Secretary-Treasurer, Local 523

**LETTER OF UNDERSTANDING #7**

**BETWEEN**

**THE BOARD OF EDUCATION OF:  
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

**Leave of Absence for Union Business**

It is agreed that Union representatives on Union leave shall continue to receive their pay directly from the School District.

When applicable, the Union shall reimburse the District for the wages paid. In addition, a compensation top up of 24% shall be paid by the Union for benefit costs.

This letter shall apply through to the expiration of this collective agreement, after which it is subject to re-negotiation between the Parties.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED FOR THE EMPLOYER:

SIGNED FOR THE UNION:

\_\_\_\_\_  
Subramanian Paliappa  
Secretary-Treasurer, School District NO. 53

\_\_\_\_\_  
Tammy Carter  
President, Local 523

\_\_\_\_\_  
Susan Trower  
Manager of Human Resources,  
School District NO. 53

\_\_\_\_\_  
Kyle Clark  
Secretary-Treasurer, Local 523

**LETTER OF UNDERSTANDING #8**

**BETWEEN**

**THE BOARD OF EDUCATION OF:  
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS  
(hereinafter referred to as the “Union”)**

**StrongStart Facilitator**

1. In recognition of the character of the StrongStart Program, similar to the recognition given to the distinct character of some other programs and positions under the collective agreement, the Union and Employer have agreed that in addition to the terms contained within Article 11(d), the following shall apply to StrongStart Facilitators:

*The employer reserves the right to deny an employee to bump into a StrongStart Facilitator position if this would create a negative impact on the StrongStart Program.*

2. The times of the year at which the StrongStart Program will be offered and whether it will always be tied to the school calendar are uncertain. It is agreed that as a ten-month program, leaves for StrongStart Facilitators are to be scheduled to minimize interruption with the delivery of the program.
3. The daily operation of the StrongStart Program does not mirror the K-12 education programs or the school day. The Union and Employer have agreed to recognize this in the application and administration of Articles 16(c) and 16(d) the hours of work provisions of the collective agreement. The parties agree to the following paragraphs:

**Minimum Hours**

*The parties agree that, having regard to the unique nature of the position of StrongStart Facilitator, the needs of the program and the requirement for flexibility in scheduling hours of work outside of the hours of operation of the StrongStart Program, the four-hour minimum shift shall be interpreted as an average four hours work daily over the course of a four week period.*

StrongStart Facilitator cont'd.

Break Periods

*The parties agree that the paid rest period contemplated by Article 16(d) shall be taken during times that will not interfere with the operation of the StrongStart Program.*

4. The Union and the Employer agree that this Letter of Understanding will continue until such time as the Union and the Employer agree to terminate or amend the Letter of Understanding.
5. All other provisions of the Collective Agreement apply to StrongStart Facilitators except for those provisions contained in the Letter of Understanding.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED FOR THE EMPLOYER:

SIGNED FOR THE UNION:

\_\_\_\_\_  
Subramanian Paliappa  
Secretary-Treasurer, School District NO. 53

\_\_\_\_\_  
Tammy Carter  
President, Local 523

\_\_\_\_\_  
Susan Trower  
Manager of Human Resources,  
School District NO. 53

\_\_\_\_\_  
Kyle Clark  
Secretary-Treasurer, Local 523

**LETTER OF UNDERSTANDING #9**

**BETWEEN**

**THE BOARD OF EDUCATION OF:  
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

**Summer Replacement Workers**

This Letter of Understanding outlines the agreed-upon practice of allocating summer work according to Article 11(h) of the Collective Agreement.

For the summer staffing for custodial, transportation, maintenance and grounds, the following process will be used.

1. Qualified employees seeking summer custodial, transportation, maintenance and grounds work will notify the respective manager in writing by May 15 of the dates they are available during July and August.
2. Any employee not notifying the managers by the above date will not be considered for such work that summer.
3. The available work shall be granted to the most senior qualified employee available from the seniority list.
4. No bumping of working employees will occur unless a junior employee is scheduled more than two (2) weeks longer than a more senior employee.
5. Vacation pay for regular part-time employees shall be the same as during the regular year.
6. Sick leave will only apply to regular employees scheduled under this Letter of Understanding where an employee has accepted and been scheduled to work and becomes ill or injured. Only scheduled shifts may be claimed as sick days.
7. It is agreed that Article 11(f) does not apply to work scheduled under this Letter of Understanding.

Summer Replacement Workers cont'd.

8. If, under this Letter of Understanding, an error is made by the Employer at the time of assignment resulting in a more junior employee scheduled over a more senior employee, the Employer will not be liable for any compensation. The Employer will, upon being so notified, allow the affected senior employee to replace the most junior employee then working.
9. The past practices and numbers of student workers can continue in spite of the summer replacement Letter of Understanding agreed to.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED FOR THE EMPLOYER:

SIGNED FOR THE UNION:

\_\_\_\_\_  
Subramanian Paliappa  
Secretary-Treasurer, School District NO. 53

\_\_\_\_\_  
Tammy Carter  
President, Local 523

\_\_\_\_\_  
Susan Trower  
Manager of Human Resources,  
School District NO. 53

\_\_\_\_\_  
Kyle Clark  
Secretary-Treasurer, Local 523

**LETTER OF UNDERSTANDING #10**

**BETWEEN**

**THE BOARD OF EDUCATION OF:  
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

**Early Childhood Educator**

The parties agree that the positions of Early Childhood Educator are subject to all the terms of the collective agreement except as varied by this letter of understanding. This agreement is without prejudice to any other school district.

1. Early Childhood Educators are responsible for before/after school care and to support the delivery of the Seamless Day Kindergarten within the kindergarten classroom.
2. In recognition of the character of the Seamless Day Kindergarten, similar to the recognition given to the distinct character of other programs and positions under the collective agreement, the Union and Employer have agreed that, in addition to the terms contained within Article 11(d), the following shall apply to Early Childhood Educators:

*The Employer reserves the right to deny an employee to bump into an Early Childhood Educator position if this would create a negative impact on the Seamless Day Kindergarten as well as before and after school care.*

3. It is agreed that discretionary leaves for the Early Childhood Educator will be scheduled to minimize interruption with the delivery of the program.
4. The daily operation of the Seamless Day Kindergarten does not mirror the regular school day. The Union and Employer have agreed to recognize this in the application and administration of the hours of work provisions of the collective agreement Article 16. Seamless Day Kindergarten will operate between the hours of 7:00 a.m. and 6:00 p.m.
5. The parties agree that ECE's may work up to 8 hours/day at straight time rates without requiring overtime. Time worked will be pensionable and will count towards other benefit or perquisite entitlements which are based on straight time hours.

6. The Union and the Employer agree that this Letter of Understanding will continue until the expiry of the collective agreement ending June 30, 2025.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED FOR THE EMPLOYER:

SIGNED FOR THE UNION:

\_\_\_\_\_  
Subramanian Paliappa  
Secretary-Treasurer, School District NO. 53

\_\_\_\_\_  
Tammy Carter  
President, Local 523

\_\_\_\_\_  
Susan Trower  
Manager of Human Resources,  
School District NO. 53

\_\_\_\_\_  
Kyle Clark  
Secretary-Treasurer, Local 523



**LETTER OF UNDERSTANDING #11**

**BETWEEN**

**THE BOARD OF EDUCATION OF:  
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)**

**AND**

**LOCAL 523 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

**Secondary School Apprenticeship Program**

The Parties support the goals and mandate of the secondary School Apprenticeship Program. The program assists secondary students in gaining valuable work experience and trades training.

Secondary School Apprenticeship is:

- A combination of the Apprenticeship Training system in the K-12 Education System leading to graduation and apprenticeship
- Practical skill development through workplace-based training.

Secondary school Apprenticeship offers:

- Formalized dual credit toward graduation and apprenticeship hours.
- Access to the Apprenticeship Training Systems while in school.
- A provincially accredited and seamless program.
- Opportunities for those students who have the aptitude, motivation and academic ability to get started on their career paths.
- Links to the world of work.
- Increased relevance and practical application of the secondary school curriculum.

The following guiding principles shall govern the placement of SSAP students within the School District and various components:

1. No position in the bargaining unit shall be lost, nor shall any employee in the bargaining unit be laid off or have their hours reduced as a result of the placement of a SSAP student with the School District.

Secondary School Apprenticeship cont'd.

2. No employee in the bargaining unit shall be displaced as a result of the placement of a SSAP student with the School District. No student apprentice will work while a journey person qualified in the same trade is laid off for any reason.
3. The SSA program is 480 hours of apprenticeship training; the student placement shall not exceed 480 hours.
4. Participation in the Program will be restricted to school aged students active within the School District.
5. The SSAP student shall not be a member of the Bargaining unit. The provisions of the Collective Agreement, including union membership and dues or seniority, shall not apply to student registered as SSAP students with the School District.
6. Upon the start of the Placement, the student will be given an orientation by a Union representative as to the role of the Union in the workplace.
7. While coordination of the SSAP remains the responsibility of the District education staff and management, the placement of SSAP students must be by mutual agreement of the selected Journey-Person, Union and Employer.
8. Secondary School Apprenticeship students shall be paid commensurate with the standard rates of pay for such students in similar community placements.
9. Funding of the implementation of the SSAP and the placement of students shall come from education program source.
10. This letter may be cancelled by either party on 30 days written notice.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED FOR THE EMPLOYER:

SIGNED FOR THE UNION:

\_\_\_\_\_  
Subramanian Paliappa  
Secretary-Treasurer, School District NO. 53

\_\_\_\_\_  
Tammy Carter  
President, Local 523

\_\_\_\_\_  
Susan Trower  
Manager of Human Resources,  
School District NO. 53

\_\_\_\_\_  
Kyle Clark  
Secretary-Treasurer, Local 523

## **Appendix A**

Letter: Paul Ramsay to Irene Holden and Vince Ready

June 6, 2000

Ministry of Finance and Corporation Relations Ref. No. 116240

Dear Irene Holden and Vince Ready:

Re: Industrial Inquiry Commission concerning settlement Collective Agreement  
Between British Columbia Public School Employers' Association  
(and Member School Districts) and School District Support Staff Trade Unions  
(IIC #2)

I am writing concerning IIC #2 and your recommendations for settlement dated May 30, 2000 (the "Report") and provided to the parties and government. Some of these issues were also referenced in the Commission's letter of May 31, 2000 to CUPE representative Gary Johnson.

I understand that you intend to use these recommendations for the basis of your binding decision in accordance with your powers under the Public Education Support Staff Collective Bargaining Assistance Act (the "Act").

I note, as well, that you make reference to certain items which the government has agreed to fund. I wish to affirm, for all parties to the collective agreement or to the documents deemed to be a collective agreement under the Act, that the government commits to fund as follows:

1. The monies committed by government and recommended by IIC #2 for the Four Hour Minimum Work Day Fund (\$5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002, as described in the IIC #2 Report.
2. Should the \$5 million in the fund identified in paragraph #1 above not be entirely expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph #3 below. This arrangement is also recommended by IIC #2 and described in the Report.
3. The monies committed by government and recommended by IIC #2 for employment security (\$3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC #2 Report.
4. The monies committed by government and recommended by IIC #2 to fund the LTD plan (\$11.8 million, annually) on January 1, 2002, January 1, 2003 and each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC #2 Report and the Accords.

The government also agrees that it would be appropriate for IIC #2 to retain jurisdiction regarding implementation of these items over the course of the collective agreement.

Sincerely,

Original signed by Paul Ramsey

Minister of Finance and  
Corporate Relations

## **Attachment 1**

### **Memorandum: To All Member School Districts and Support Staff Unions**

#### **Settlors Statement on Accepted Policy and Practices of the PEBT**

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K-12 sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlers to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlers meeting annually where the Settlers are provided with an annual report and update from the Board. The Settlers also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the "Core" LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlers to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlers recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlers also recognize and support following the policies and procedures of the PEBT (outlined at [www.PEBT.ca](http://www.PEBT.ca)). The Settlers agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification please contact your BCPSEA or CUPE representative.

*This Memorandum initially formed part of the Letter of Understanding entered into between BC Public School Employers' Association and School Boards and Signatories to this LOUR and Support Staff Unions who are Signatories to this LOU. The LOU was signed on December 14, 2011.*

*The Memorandum was subsequently adopted into the Provincial Framework Agreement signed on September 18, 2013, that is attached to this Collective Agreement as Appendix B*

## **Appendix B**

Provincial Framework Agreement ("Framework")

**between**

**BC Public School Employers' Association ("BCPSEA")**

**and**

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

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

### **1. Term**

July 1, 2022 to June 30, 2025

### **2. Wages Increases**

General wage increases as follows:

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

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

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

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

### **3. Wage Increase Retroactivity**

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

#### 4. COLA Adjustment

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

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

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

#### 5. Public Sector Wage Increases

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

Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

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

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

## 6. Local Table Bargaining Money

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

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

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

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



## **7. Provincial Labour Management Committee**

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

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

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

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

## **8. Support Staff Education Committee (SSEC)**

### **Structure:**

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

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

### **Mandate:**

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

- a) Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b) Developing and delivering education opportunities to enhance service delivery to students;

- c) Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d) Enable the provision of education opportunities to enhance and support the understanding, recognition and reconciliation process with Indigenous Peoples;
- e) Enable the provision of education opportunities to enhance and support equity, diversity, and inclusion as well as cultural safety;
- f) Skills enhancement for support staff;
- g) EA curriculum module development and delivery;
- h) These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations.

**Terms of Reference:**

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

**Funding:**

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

**9. Safety in the Workplace**

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

**10. Provincial Joint Health and Safety Taskforce**

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

The Provincial Joint Health and Safety Taskforce will:

- a) develop Terms of Reference to support training on the 2021 Workplace Violence Prevention Toolkit and the joint health and Safety Evaluation Tool;
- b) support the Support Staff Education Committee (SSEC) in the development of training related to the 2021 Workplace Violence Prevention Toolkit;
- c) provide a joint communication on the availability of training related to the 2021 Workplace Violence Prevention Toolkit for all Occupational Health and Safety Committees;
- d) review and update as required the Joint Health and Safety Evaluation Tool resulting from the 2019-2022 Provincial Framework Agreement;
- e) provide the reviewed Joint Health and Safety Evaluation Tool to each school district and local union;
- f) Identify and share best practices for the development of Individual Safe Work Instructions or equivalent.

## **11. Job Evaluation**

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Committee Funding**

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

### **13. Public Education Benefits Trust**

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

### **14. Benefits**

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

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

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

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

### **15. Production of Local Collective Agreements**

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

## **16. Demographic, Classification and Wage Information**

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

## **17. Unpaid Work**

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

## **18. Education Assistant Credential Standardization**

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

## **19. Provincial Framework Bargaining 2025**

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

## **20. Provincial Dispute resolution**

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

## **21. Funding**

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

## **22. Employee Support Grant**

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

## **23. Adoption of the Provincial Framework Agreement**

The rights and obligations of the local parties under this Provincial Framework

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

Dated this 15th day of September, 2022.

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

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

\_\_\_\_\_  
"Paul Simpson"

\_\_\_\_\_  
"Justin Schmid"

\_\_\_\_\_  
"Kirsten Daub"

\_\_\_\_\_  
"Jeff Virtanen"

\_\_\_\_\_  
"Gray Boisvert"

\_\_\_\_\_  
"Tammy Carter"

\_\_\_\_\_  
"Michelle Bennett"

\_\_\_\_\_  
"Patti Pocha"

\_\_\_\_\_  
"Denise Bullock"

\_\_\_\_\_  
"David Bollen"

\_\_\_\_\_  
"Monica Brady"

\_\_\_\_\_  
"Warren Williams"

\_\_\_\_\_  
"Tim DeVivo"

\_\_\_\_\_  
"Jane Massy"

\_\_\_\_\_  
"Amber Leonard"

**BC Public School Employers' Association**

\_\_\_\_\_  
"Leanne Bowes"

\_\_\_\_\_  
"Bruce Anderson"

\_\_\_\_\_  
"Alan Chell"

\_\_\_\_\_  
"Kyle Uno"

\_\_\_\_\_  
"Tammy Sowinsky"

\_\_\_\_\_  
"Rae Yu"

\_\_\_\_\_  
"Richard Per"

\_\_\_\_\_  
"Ken Dawson"

\_\_\_\_\_  
"Nancy Brennan"

\_\_\_\_\_  
"Eric Harvey"

\_\_\_\_\_  
"Alex Dounce"

“Jason Franklin”

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“Christina Forsyth”

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“Tammy Murphy”

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“Jeannette Beauvillier”

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“Daun Frederickson”

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“Tracey O’Hara”

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“Katarina DiSimo”

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Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

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

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

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

Original signed on 15<sup>th</sup> September, 2022 by:

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BCPSEA  
Leanne Bowes

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K-12 Presidents' Council  
Paul Simpson

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