

**MEMORANDUM OF AGREEMENT  
“MoA”**

**Between**

**BOARD OF EDUCATION of SCHOOL DISTRICT NO. 39 (Vancouver)  
“Employer”**

**And**

**CANADIAN UNION of PUBLIC EMPLOYEES, LOCAL 15  
“Union”**

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

**Continuing Provisions of the Current Collective Agreement**

Except as provided by this MoA, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2022 will be incorporated in their entirety into the revised collective agreement between the parties.

**Effective Date**

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

**Changes to the Revised Collective Agreement**

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

Appendix A – 2022 Provincial Framework Agreement

Appendix B – Local Memorandum of Agreement between the Board of Education of School District 39 (Vancouver) and the Canadian Union of Public Employees, Local 15, dated January 13, 2023 which sets out all other agreed changes to the Collective Agreement.


**Ratification**

This MoA is subject to ratification by the Board of Education of School District No. 39 (Vancouver), the British Columbia Public School Employers' Association, and the membership of IUOE Local 963.

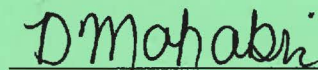
AGREED January 13, 2023

CUPE Local 15

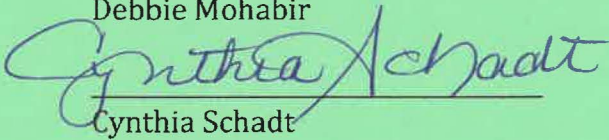
Board of Education of School District No. 39  
(Vancouver)

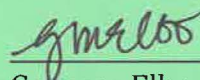
  
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Stacey Alexander

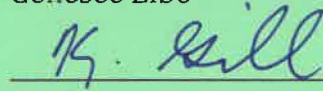
  
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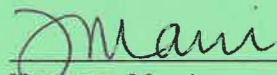
  
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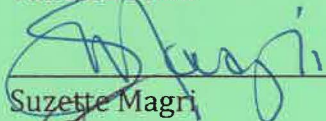
  
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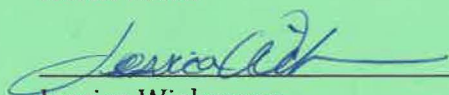
  
Christopher Brown


  
Kal Gill

  
Vanessa Mani

  
Helen Mach

  
Suzette Magri

  
Jessica Wichmann

  
Rufa Sese

## MOA - Appendix A

### Provincial Framework Agreement ("Framework")

between

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

and

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

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

#### **1. Term**

July 1, 2022 to June 30, 2025

#### **2. Wages Increases**

General wage increases as follows:

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

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

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

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

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

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

- c. Employees who retired between July 1, 2022 and the date of ratification, shall have their retro-active pay increase pro-rated from July 1, 2022 to date of retirement.

#### 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" \_\_\_\_\_

**BC Public School Employers'  
Association**

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

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

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

\_\_\_\_ “Jeff Virtanen” \_\_\_\_\_

\_\_\_\_ “Gray Boisvert” \_\_\_\_\_

\_\_\_\_ “Tammy Carter” \_\_\_\_\_

\_\_\_\_ “Michelle Bennett” \_\_\_\_\_

\_\_\_\_ “Patti Pocha” \_\_\_\_\_

\_\_\_\_ “Denise Bullock” \_\_\_\_\_

\_\_\_\_ “David Bollen” \_\_\_\_\_

\_\_\_\_ “Monica Brady” \_\_\_\_\_

\_\_\_\_ “Warren Williams” \_\_\_\_\_

\_\_\_\_ “Tim DeVivo” \_\_\_\_\_

\_\_\_\_ “Jane Massy” \_\_\_\_\_

\_\_\_\_ “Amber Leonard” \_\_\_\_\_

\_\_\_\_ “Jason Franklin” \_\_\_\_\_

\_\_\_\_ “Christina Forsyth” \_\_\_\_\_

\_\_\_\_ “Tammy Murphy” \_\_\_\_\_

\_\_\_\_ “Jeannette Beauvillier” \_\_\_\_\_

\_\_\_\_ “Daun Frederickson” \_\_\_\_\_

\_\_\_\_ “Tracey O’Hara” \_\_\_\_\_

\_\_\_\_ “Katarina DiSimo” \_\_\_\_\_

\_\_\_\_ “Kyle Uno” \_\_\_\_\_

\_\_\_\_ “Tammy Sowinsky” \_\_\_\_\_

\_\_\_\_ “Rae Yu” \_\_\_\_\_

\_\_\_\_ “Richard Per” \_\_\_\_\_

\_\_\_\_ “Ken Dawson” \_\_\_\_\_

\_\_\_\_ “Nancy Brennan” \_\_\_\_\_

\_\_\_\_ “Eric Harvey” \_\_\_\_\_

\_\_\_\_ “Alex Dounce” \_\_\_\_\_

## Provincial Framework Agreement – Appendix A

### Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

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

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

4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.
5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

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

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BCPSEA  
Leanne Bowes

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K-12 Presidents' Council  
Paul Simpson

## MOA - Appendix B

### Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2019 – June 30, 2022 local Collective Agreement between the Board of Education of School District No. 39 (Vancouver) and CUPE Local 15.

Each signed off item is attached for reference.

Article                      Item

<b>Housekeeping</b>	
11.Q.6	Workload – Replace missing language
6.M	Working conditions – Senior Capacity
9.N.2	Personal Leave Without Pay – correct typo
Table of Contents	Update
Vacation Entitlement Table	Update
Index	Renumber
	Provincial Framework Agreement
2.A.2	Definitions and Coverage for Employee Benefits – Permanent Term Employee
2.B.1	Definitions and Coverage for Employee Benefits – Temporary Employee – MPP Enrollment
2.B.1	Definitions and Coverage for Employee Benefits – In Lieu
2.B.2(a)	Definitions and Coverage for Employee Benefits – Temporary Employee
6.F.1.(d)	Working Conditions – Compensating Time Off
8.B	General Holidays
8.F.2	Extended Health – Counselling Services
8.F.2	Extended Health – Clinical Psychologist
8.F.3	Contributions During Sick Leave
8.F.5(b)	Dental: Increase percentage; Dental Implants
8.H.3	Employee Benefits – Gratuity Plan
9.B.2(b)	Medical Certificate
9.C.2	Absence from Duty – Accidents or Illness Covered by WCB
9.G.6	Absence from Duty – Mourner
9.N.2	Absence from Duty – Personal Leave without Pay
9.R	Medical/Dental Appointments

11	General Provisions – Restructure pgs. 50 - 70
11.E.2	General Provisions – Term Employees – Pay Procedures
11.F.1	General Provisions – Vacancies – Notification of Vacancies
11.F.4	General Provisions – Vacancies – Postings, OAM
11.G	General Provisions – Health and Safety - Titles
11.G	General Provision – Health and Safety – Right to Refuse Unsafe Work
11.K.2	General Provisions – Payment of Wages
11.Q.6	Workload
Appendix B	Self-Funded Leave of Absence Plan
Form #1	Self-Funded Leave of Absence Plan
Form #2	Application for Career Development – Update
Form #2	Application for Reimbursement of Course/Conference Fees – Update
LOU #1	Staffing Ratio, Guaranteed Employment, Reduction in Positions – Renew
LOU #2	Training/Career Development – Renew
LOU #3	Permanent Substitutes – Renew
LOU #4	Proposed School Calendar Changes – Renew
LOU #5	Job Evaluation Maintenance
New Articles – to be numbered	
	Student/Staffing Assignments
	Cultural Leave Days
	Practicum Student Premium
	Use of Agency Workers
	Development of Learning Plans



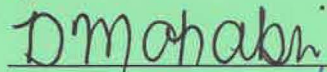
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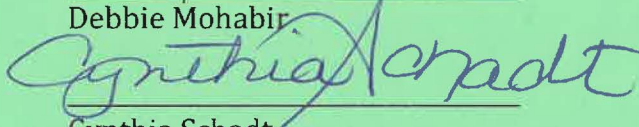
Board of Education of School District  
No. 39 (Vancouver)


  
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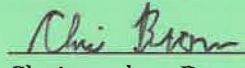
  
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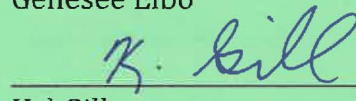
  
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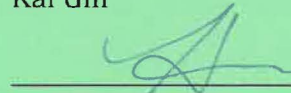
  
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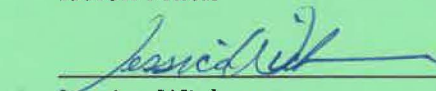
  
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**Board Proposal**

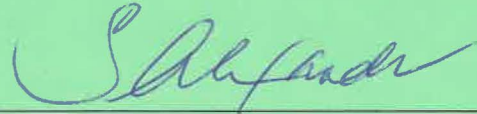
The parties will re-negotiate the use of funds from the 2019 – 2022 Service Improvement Allocation.

On Behalf of the Union

On Behalf of the Vancouver Board of Education

  
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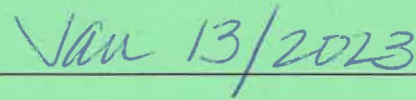
Kathie Currie

  
\_\_\_\_\_

Stacey Alexander

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Letter of Understanding

Between

Vancouver Board of Education of School District No. 39 (Vancouver)

- and -

Canadian Union of Public Employees, Local 15

**Re: Service Improvement Allocation (SIA) Fund Carryover 2020/21 – 2021/22 Re-Allocation**

The parties agree to the following for the Service Improvement Allocation (SIA) fund **from 2020/21 – 2021/22:**

- To move the remaining SIA monies ~~from the trust of the Joint Training Committee, as signed off in Collective Bargaining on June 04, 2019,~~ to a newly formed SIA Committee.
- The Committee will be comprised of equal members from the Employer and Union.
- The SIA Committee will **re-negotiate a one-time use of** disburse the **carryover SIA** funds allocated for the 2020/2021 and 2021/2022 school years **totaling \$401,822.69.**
- **The surplus funds from Local Bargaining Money will be added to this fund as follows:**
  - **Years 2022-2023 of the 2022 – 2025 Collective Agreement totaling \$264,367.53**
  - **Years 2023-2024 of the 2022 – 2025 Collective Agreement totaling \$49,036.74**
  - **Years 2024-2025 of the 2022 – 2025 Collective Agreement totaling \$24,807.31**
- **These funds will total \$740,034.27.**
- ~~The SIA Committee will dissolve at the end of the 2021/2022 school year or when all the funds are disbursed.~~
- **The use of the funds will be subject to the Public Sector Employers' Council (PSEC) approval.**
- **The Committee will determine and agree to the use of these funds no later than June 30, 2023.**
- **Should the Committee fail to meet this deadline, the funds will revert back to the trust of the Joint Training Committee.**

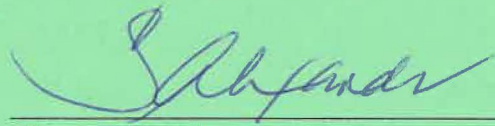
Signed this 26 day of February 2021

Amended and signed this 13 day of January, 2023

On Behalf of the Union

On Behalf of the Vancouver Board of Education

  
Kathie Currie

  
Stacey Alexander

January 13, 2023  
Date

Jan 13/2023  
Date

**Vancouver Board of Education - CUPE Local 15**

**SETTLEMENT AGREEMENT**

**Final Sign Off**

**Without Prejudice**

This resolves all outstanding issues between the parties for a renewed collective agreement. All proposals previously agreed to and signed are included in the settlement. All proposals not included are withdrawn by both parties.

U.M.1/U14

**UNION PROPOSAL - Monetary**

**ABSENCE FROM DUTY**

**Amend**

Article 9.G.6. – Attendance as Mourner at Funeral

Effective upon ratification of the 2022 – 2025 Collective Agreement, an employee may be granted leave of up to **one full shift** ~~four (4) hours to be reported as one half (1/2) day~~ without loss of pay in order to attend a funeral as a pallbearer or a mourner. ~~The rest of the day may be granted without reporting if authorized by the employee's supervisor provided that the employee makes up the equivalent additional time when mutually convenient.~~

U.M.7/ U20

**UNION PROPOSAL - Monetary**

**ABSENCE FROM DUTY**

**Amend**

Article 9.B.2.(b) – Medical Certificate

Whenever the Board requires an employee to have a medical certificate, or to have a Board Employee Health Form completed, the Board shall reimburse the employee for the cost incurred for such certificate/form to a maximum of **one hundred and fifteen dollars (\$115), effective upon ratification of the 2022 – 2025 Collective Agreement.** ~~thirty-five dollars (\$35.00).~~

*Remainder of article unchanged.*

U.M.8/U39

**UNION PROPOSAL – Monetary**

**ABSENCE FROM DUTY**

**Amend**

Article 9.R. – Medical/Dental Appointments

**Effective January 01, 2023,** an employee shall be granted up to **fifteen and one-half (15.5)** ~~twelve (12)~~ hours leave with pay per calendar year beginning in January for the purpose of attending to medical, dental, or similar appointments. Use of such time will be deducted in actual time. Employees will make every effort to schedule appointments outside of working hours. An employee may use sick leave credits for time beyond **fifteen and one-half (15.5)** ~~twelve (12)~~ hours per year for medical or dental appointments and will be deducted in actual time.

U.M.15/ U29

**UNION PROPOSAL – Monetary**

**EMPLOYEE BENEFITS**

**Amend**

Article 8.F.2. – Extended Health – Clinical Psychologist

[ . . . ]

Clinical Psychologist – **One thousand dollars (\$1000)** ~~\$200~~ per twelve (12) months, **effective upon ratification of the 2022 – 2025 Collective Agreement.**

[ . . . ]

*Remainder of article unchanged.*



**U.M.16/U30**

**UNION PROPOSAL - Monetary**

**EMPLOYEE BENEFITS**

**Amend**

Article 8.F.3. – Contributions During Sick Leave

In the case of absence for illness the Board's contribution will be maintained while the employee is in receipt of pay. When absent due to illness and not in receipt of pay, the benefits may continue in force **with the employer contributing fifty percent (50%) and the employee contributing fifty per cent (50%) of the premium cost** ~~the employee may pay the full premium~~ through the Board if they desire **up to a maximum of three (3) months, upon ratification of the 2022-2025 Collective Agreement.**

**U.M.17/U31**

**UNION PROPOSAL - Monetary**

**EMPLOYEE BENEFITS**

**Add New**

Article 8.F.2. – Extended Health – Counselling Services

[ . . . ]

**Counselling Services – one thousand dollars (\$1,000) per twelve (12) months, effective upon ratification of the 2022 – 2025 Collective Agreement**

[ . . . ]

*Remainder of article unchanged*

U.M.18/U32

UNION PROPOSAL - Monetary

EMPLOYEE BENEFITS

Amend/New Language

Article 8.F.5.(b) – Dental

(b) The following benefits shall be provided, effective upon ratification of the 2022– 2025 Collective Agreement:

- (i) Plan (A) Basic Dental Services paying for ninety-five per cent (95%) ~~eighty-five per cent (85%)~~ of the approved schedule of fees.
- (ii) Plan (B) Prosthetics, Crowns and Bridges paying for seventy-five per cent (75%) of the approved schedule of fees.

Dental Implants paying up to a maximum of one thousand dollars (\$1000) per tooth per lifetime.

Article 2.B.1 – DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

**B. Temporary Employee**

1. An employee who is appointed:

- (a) as an Employee-on-Call from day-to-day; or
- (b) from a stipulated date to a stipulated date (maximum of ten (10) months); or
- (c) from a stipulated date for an indefinite period which shall not exceed ten (10) months unless mutually agreed to between the parties to this Agreement; or
- (d) fills out timesheets as required and is paid by dispatch job records on the hourly payroll

shall be entitled to **twenty percent (20%)** ~~18.6%~~ of gross earnings in lieu of the following benefits:

statutory holidays, annual vacation, sick leave, Municipal Pension, deferred savings, medical plan, extended health, dental plan, group life, gratuity days.

Those employees eligible for and opting to participate in the Municipal Pension Plan shall be entitled to **fourteen percent (14%)** ~~12.6%~~ of gross earnings in lieu of the above noted benefits, excluding Municipal Pension.

**8.B. – General Holidays**

Add National Day of Truth and Reconciliation

**B. General Holidays**

The following general holidays shall be observed as holidays and shall be paid at the regular rate of the employee:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
<b><u>National Day of Truth and Reconciliation</u></b>	

U.70/ U.N.18

**New (To be numbered)**

**Practicum Students**

**Practicum students may only be accepted with the agreement of the CUPE Local 15 employee(s) to whom the practicum student will be assigned.**

**All assessments for the practicum student will include the CUPE Local 15 member who is mentoring the practicum student.**

**Practicum students are not to be utilized to displace or replace a CUPE Local 15 member(s).**

**Upon ratification of the 2022 – 2025 Collective Agreement, a premium of 5% (five per cent) of earnings will be provided to the CUPE Local 15 employee for all hours spent mentoring the practicum student. Premium will be applied to regular working hours only.**

**Should a practicum student mentor be absent from duty, another CUPE Local 15 employee will be asked by the supervisor to temporarily replace that mentor for the days/hours they are absent. The 5% premium would then apply to the replacement worker for the days/hours they spent mentoring the practicum student.**

Vancouver Board of Education - CUPE Local 15

Local Bargaining 2022 – 2025

SETTLEMENT AGREEMENT



Kathie Currie



Stacey Alexander

Date January 13, 2023

Date Jan 13/2023

Time: Jan 13/2023  
1:14pm

Board Counter Proposal – Sign off

U.H.6 – General Provisions (pgs. 50 – 70) Restructuring

The parties agree to the restructuring of Article 11 – General Provisions (currently pages 50 – 70) and the incorporation of new language into existing Articles as follows. The numbering of the articles will be amended as needed to reflect these changes.

Kathie Currie

Kathie Currie

Stacey Alexander

Stacey Alexander

Jan 13, 2023  
Date

Jan 13/2023  
Date



1.
  - A. Term of Agreement
  - B. Effective Dates
  - C. Salary Increase
  - D. Definition of the School Year
  - E. Bargaining Agent
  - F. Individual Contracts/Agreements
  - 11.J. Present Conditions and Benefits
  - 11.Y. Provision of the Collective Agreement

2. DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

- A.
  1. Permanent Employee
  2. Permanent Term Employee
- B. Temporary Employee
- C. Probationary Employee
- 11.A Seniority
- D. Retirement
  - 11.X. Early Retirement Incentive (2.D.4)
- E. Qualification to Earn Benefits
- F. Legal or Common-Law Spouse
- G. Transferring Within CUPE Local 15 (VMCEW)
- 11.C Resignation and Re-employment

3. UNION SECURITY

- A. Condition of Employment
- B. Contracting Out
  - Use of Agency Workers – New Language**
- C. Dues/Check Off
- D. New Employees
- E. Union Bulletin Board
- F. Picket Lines
- G. Bargaining Unit Work
- H. Volunteers
- I. Union Activity
- 11.I. General Changes

4. GRIEVANCES

- A. Grievance Procedure
- B. Time Constraints
- C. Arbitration

5. JOB EVALUATION/BANDING

- A. Job Evaluation
- B. Job Banding

6. WORKING CONDITIONS

- A. Days of Work
- B. Hours of Work
- C. Basis for Salary Schedule
- D. Shift Differential
- E. Modified Work Schedule
  - 11.S Hours of Work/Transfers (6.E.4)
- F. Overtime
- G. Stand By and Call Out
- 11.F. Vacancies
- I. Trial Period on Promotion or Transfer
- J. Temporary Positions
- K. Filling of Temporary Assignments
- L. Clothing
- M. Job Sharing
- N. Acting in Senior Capacity
- 11.A. Seniority
- 11.E. Term Employees
- 11.xx Student Support**
  - Development of Learning Plans – New Language**
  - Student/Staffing Assignments – New Language**
- 11.B. Secondment
- 11.D. Workforce Adjustment and Severance
- 11.G. Health and Safety
  - Right to Refuse-New Language (11.G.2)**
  - 11.N. Persons with Disabilities
- 11.R. Substitute Requests
- 11.H. Salary Premium
  - Practicum Students – New Language (11.H.6)**
- 11.K. Payment of Wages
- 11.L. Banking of Pay

7. SCHEDULE OF WAGE RATES

- A. Term
- B. Changes to Rates
- C. 2019 July 01 – 2022 June 30
  - Schedule of Wage Rates

8. EMPLOYEE BENEFITS

- A. Annual Vacations
- B. General Holidays
- C. Sick Leave
- D. Municipal Pension  
11.AA Municipal Pension Plan/LTD (8.D.2)
- E. Deferred Savings
- F. Medical Insurance
- G. Group Life Insurance
- H. Gratuity Plan
- I. Special Payment in Case of Employee's Death
- J. Employee Assistance Program
- K. Public Education Benefits Trust

9. ABSENCE FROM DUTY

- A. Paid Time Off
- B. Non-Occupational Sickness and Injury
- C. Accidents or Illness Covered by Workers' Compensation Board
- D. Return to Work
- E. Disabilities Not Covered by Workers' Compensation Board
- F. Compulsory Quarantine
- G. Bereavement Leave
- H. Maternity Leave
- I. Adoption Leave
- J. Parental Leave
- K. Leave for Union Business
- L. Educational Ceremony/Examinations
- M. Jury Duty/Crown Witness
- N. Personal Leave Without Pay
- O. Educational/Personal Development Leave
- P. Parenthood Leave – Without Pay
- Q. Religious and Cultural Holidays  
Cultural Leave for Indigenous Employees – New Language (9.Q.2)
- R. Medical/Dental Appointments
- S. Internal Interviews and Meetings
- T. Benefit Contributions During Leave of Absence Without Pay
- U. Elected to Public Office
- V. Employment Standards Act
- 11.B Secondment
- 11.V. Pregnant Employees or Employees with Disabilities

10. TECHNOLOGICAL CHANGE

- A. Introduction and Disputes
- B. Referral to Arbitration Board
- C. Written Notice of Change

11. GENERAL PROVISIONS

- Q. Employee Rights
- M. Personnel File
- O. Mileage
- P. Parking
- T. Vehicle Vandalism Compensation
- W. Secure Storage
- Z. Immunization
- U. 1. Joint Career Development Committee
- U. 2. Vancouver Board of Education Courses- C.E.  
Form #2 Application for Reimbursement of Course Conference Fees/Career  
Development

12. EMPLOYMENT STANDARDS

- A. Minimum Daily Pay
- B. General

U.77 Cultural Leave Days – Board Counter Proposal

New Language – to be numbered

XX. Cultural Leave for Indigenous Employees

- 1. An Indigenous employee is entitled to up to two days' leave with pay per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.
- 2. This leave shall be accessible for any event or activity of significance to any Indigenous nation.
- ~~2. A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall be provided. Such leave shall not be unreasonably withheld~~
- 3. Notice will be provided made to Employee Services, at least ten (10) working days in advance. Where ten (10) working days' notice is not possible, due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave will not be unreasonably denied.

For Vancouver Board of Education

Stacey Alexander

Stacey Alexander

Jan 11/2023

Date

For CUPE Local 15

Kathie Currie

Kathie Currie

Jan 11/2023

Date

Date/Time: 2023 January 11/ 2:47pm

ER.38 – Board Counter

**Letter of Understanding #5 (Amend and Renew LOU)**

Letter of Understanding

Between

The Vancouver Board of Education (VSB)

and

Canadian Union of Public Employees, Local 15 (CUPE Local 15)

The Parties agree to the establishment of a joint working committee to investigate remuneration and compensation practices of the current VSB/CUPE Local 15 Gender Neutral Joint Job Evaluation Programme and report back to the Parties before the expiry of the Collective Agreement.

**The Parties agree that this joint working committee will amend the current Band Point Range to address the gap between School & Student Support A and School & Student Support B point ranges.**

Signed March 5, 2013 by both bargaining teams as part of proposal for settlement.

**CUPE Local 15**

**Vancouver Board of Education**

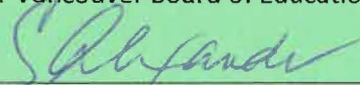
*Susan Zander*  
CUPE National Representative

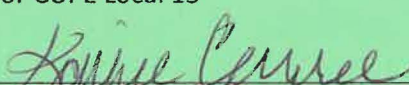
*Joann Horsley-Holwill*  
Vancouver Board of Education

*Warren Williams*  
CUPE Local 15

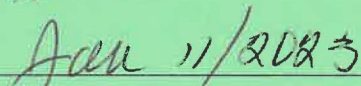
For Vancouver Board of Education

For CUPE Local 15

  
\_\_\_\_\_  
Stacey Alexander

  
\_\_\_\_\_  
Kathie Currie

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

U.N.9 / U.61

**Employee Rights – Workload**

**Amend/Add New**

Article 11.Q.6. – Workload


Any claim of excessive workload may be directed to Employee Services to be dealt with. If not resolved to the satisfaction of either the Board or the Union, the claim of excessive workload may be referred to the Associate Superintendent – Employee Services and the Union Staff Representative for resolution.

~~The employer agrees that except in extraordinary circumstances, an employee's normal workload will not be increased as a result of another position being temporarily vacant due to illness, vacation, or leaves of absence.~~

When an employee is absent from work, another employee may be required to carry out some of the duties of the absent employee. In this event, priorities shall be established by the supervisor in consultation with the impacted employees to accommodate the work to be performed.

Every effort will be made to re-allocate the prioritized duties in an equitable manner.

For Vancouver Board of Education

  
\_\_\_\_\_

Stacey Alexander

Jan 11 / 2023  
\_\_\_\_\_

Date

For CUPE Local 15

  
\_\_\_\_\_

Kathie Currie

Jan 11 / 2023  
\_\_\_\_\_

Date

Jan 11/2023 2:45pm

Union Proposal – Sign off

CUPE Local 15/Board of Education School District 39

U.70/U.N.18

New (To be numbered)

Practicum Students

Practicum students may only be accepted with the agreement of the CUPE Local 15 employee(s) to whom the practicum student will be assigned.

All assessments for the practicum student will include the CUPE Local 15 member who is mentoring the practicum student.

Practicum students are not to be utilized to displace or replace a CUPE Local 15 member(s).

A premium of 5% (five per cent) of earnings will be provided to the CUPE Local 15 employee for all hours spent mentoring the practicum student. Premium will be applied to regular working hours only.

Should a practicum student mentor be absent from duty, another CUPE Local 15 employee will be asked by the supervisor to temporarily replace that mentor for the days/hours they are absent. The 5% premium would then apply to the replacement worker for the days/hours they spent mentoring the practicum student.

For Vancouver Board of Education

For CUPE Local 15



Stacey Alexander



Kathie Currie

Jan 11/2023

Date

Jan 11/2023

Date



Board Counter Proposal

U.48/U.M.35

Student/Staffing Assignments Safety Ratios


New (To be numbered)

The employer will consult with SSAs/SSBs when developing student/staffing assignments. In circumstances when an SSA/SSB student assignment or schedule requires modifications, the employer will consult with impacted employees to facilitate the revision of the SSA/SSB student assignment and/or schedule. This revision may result in an employee being assigned to a student for no more than one half (1/2) day.

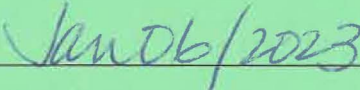
Exceptions will be made based on student needs and operational requirements.

For Vancouver Board of Education

For CUPE Local 15

  
\_\_\_\_\_  
Stacey Alexander

  
\_\_\_\_\_  
Kathie Currie

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

ER.28

**11.F.1. – General Provisions**

**F. Vacancies**

1. Notification of Vacancies

~~**Jobs will only be posted following mutual agreement by the parties.**~~

The Board agrees that before permanently filling any position covered by this Agreement, notice of such vacancy shall be posted on the ~~VSB staff~~ portion of the VSB website **Online Application Management (OAM) system** for a minimum of five (5) working days ~~notice~~ and up to ten (10) working days whenever possible at the discretion of the Board. The posting of positions will include the job location but this will not prejudice the right of the Board to transfer employees.

The Union shall be notified ~~and receive a copy of internal postings, and external advertisements together with the name of~~ **Notification of** the successful internal and/or external candidate **will be by a copy of the appointment letter electronically.**

The following statement will appear at the bottom of all postings:

"Internal applications may be received after the closing date of these postings and will be accepted provided there is a valid reason for the delay."

**Employees are required to apply through the OAM with a completed resume for each competition to which they wish to apply.** Employees are required to submit an internal application form for each specific competition.

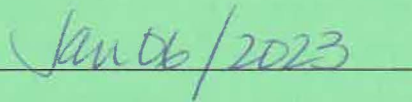
**All successful job candidates will be posted on the VSB Hub.**

For Vancouver Board of Education



Stacey Alexander

Date



For CUPE Local 15



Kathie Currie

Date



Date/Time: Jan 06/2023  
2:24pm

Board Counter Proposal

U.N.17 / U.69

Development of Learning Plans

*New language – to be numbered*

SSAs/SSBs are to be included in the development of an IEP, safety plan, or transition plan for the student(s) whom they support.

~~Student Support Workers~~ SSAs/SSBs are to be included in the development of ~~all~~ an IEPs, safety plans, or ~~any and all other~~ transition plan for the student(s) whom they support development for student learning.

For Vancouver Board of Education

For CUPE Local 15

Stacey Alexander  
Stacey Alexander

Kathie Currie  
Kathie Currie

Jan 06/2023  
Date

Jan 6, 2023  
Date

U.H.8 / U.8

**CUPE Local 15/Board of Education School District 39**

**Negotiations 2022**

**June 2022**

**UNION PROPOSAL – Housekeeping**

**INDEX**

**Amend**

Index - Renumbering

Amend the renumbering of the collective agreement to reflect the correct articles and pages of the revised agreement.

For Vancouver Board of Education




Stacey Alexander

Date

Dec 15/2022

For CUPE Local 15



Kathie Currie

Date

12/15/2022

U.N.12 / U.64

**CUPE Local 15/Board of Education School District 39**

**Negotiations 2022**

**June 2022**

**UNION PROPOSAL – Non-Monetary**

**Letter of Understanding #1**

**Renew**

**Staffing Ratio, Guaranteed Employment and Reduction in Positions and Permanent Substitutes**

For Vancouver Board of Education



Stacey Alexander




Date

For CUPE Local 15



Kathie Currie



Date

U.H.4 / U.4

**CUPE Local 15/Board of Education School District 39**

**Negotiations 2022**

**June 2022**

**UNION PROPOSAL - Housekeeping**


**EMPLOYEE BENEFITS**

**Amend**

Vacation Entitlement Year – Table


Update the current vacation entitlement table.

For Vancouver Board of Education

  
\_\_\_\_\_  
Stacey Alexander

Dec 15/2022  
\_\_\_\_\_  
Date

For CUPE Local 15

  
\_\_\_\_\_  
Kathie Currie

12/15/2022  
\_\_\_\_\_  
Date

U.N.14 / U.66

**CUPE Local 15/Board of Education School District 39**

**Negotiations 2022**

**June 2022**

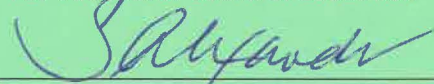
**UNION PROPOSAL – Non-Monetary**

**Letter of Understanding #3**

**Renew**

**Permanent Substitutes**

For Vancouver Board of Education


  
\_\_\_\_\_

Stacey Alexander

Date

Dec 15/2022

For CUPE Local 15

  
\_\_\_\_\_

Kathie Currie

Date

12/15/2022

Nov 29/2022  
10:57am

Union Proposal – Sign off

U.37/ U.M.23

**CUPE Local 15/Board of Education School District 39**

**Negotiations 2022**

**Amend**

Form #2 – APPLICATION FOR CAREER DEVELOPMENT (Maximum \$1,000.00)

Change additional reimbursement funding from two hundred dollars (\$200.00) to five hundred dollars (\$500.00) on application form, as attached.

For Vancouver Board of Education



Stacey Alexander

Date

Nov 29/2022

For CUPE Local 15



Kathie Currie

Date

11/29/2022



VSB

VANCOUVER BOARD OF EDUCATION

CUPE LOCAL 15

APPLICATION FOR REIMBURSEMENT OF COURSE/CONFERENCE FEES AND/OR CAREER DEVELOPMENT

How do I apply for reimbursement?

- 1. Complete this form and have your application signed approved by your supervisor/Principal acknowledging ensuring that the professional career development is job related and applicable to your position application.
2. Attach an explanation of how this relates to your career development.
3. Attach supporting document(s) with your application (i.e., course description or brochure)
4. Choose which funds you are applying for and submit within the timeframe outlined below.

Where do I submit my reimbursement application?

Please scan and email this form to Employee Services (employeeservices@vsb.bc.ca). Please note the following:

- Paper applications are not accepted.
Reimbursements cannot be paid without an original receipt and proof of attendance and satisfactory completion (as per Article 11.U.1 of the Collective Agreement). Please include a scanned copy of your receipt and proof of completion.

Please select one:

Maximum \$500 per school year (July 1 to June 30): this fund covers workshops/courses/textbooks (required for the courses) related to the employee's position within the Vancouver School Board. The fund DOES NOT cover substitute costs, transportation, meals, lodging and professional membership fees. Professional membership fees are only covered if the employer requires the employee to have the membership.

If you have already received a reimbursement, ensure that you have enough funds (\$) left in your \$500 per school year allotment. Please keep track of this amount yourself.

Important: DO NOT send in your application until you have paid for and completed the course/workshop

Maximum \$1000 (applications accepted April 1 to 30 each year to be used for courses for the following school year (July 1 to June 30): this fund covers 50% of course fees and books for educational leave/training. The fund will be administered by the Joint Career Development Committee in early May by the end of the current school year. Employee Services will notify you (after the Joint Committee has met) if your reimbursement request is approved.

Form with fields for Date, Name, Employee #, CUPE 15 Position, Mailing Address, Course/Conference Name, Date(s), Fee, Amount Requested, Signature.

Principal/Supervisor's (Name):

Principal/Supervisor's Signature: Date:

EMPLOYEE SERVICES ONLY: Original Receipt and Proof of Completion Received Amount approved: TO ACCOUNTING: Please prepare a cheque payable to: In the amount of: Date: COA:

Nov 29/2022  
10:07am

Union Proposal – Sign off

U.38/ U.M.24

**CUPE Local 15/Board of Education School District 39**

**Negotiations 2022**

**Amend**

Form #2 – APPLICATION FOR REIMBURSEMENT OF COURSE/CONFERENCE FEES (Maximum \$500.00)

Amend application form language requiring Principal/Supervisor's approval, as attached.

For Vancouver Board of Education




Stacey Alexander

Nov 29/2022

Date

For CUPE Local 15



Kathie Currie

11/29/2022

Date

VSB

VANCOUVER BOARD OF EDUCATION  
CUPE LOCAL 15

APPLICATION FOR REIMBURSEMENT OF COURSE/CONFERENCE FEES AND/OR CAREER DEVELOPMENT

How do I apply for reimbursement?

1. Complete this form and have your application **signed** approved by your supervisor/Principal **acknowledging** ensuring that the professional **career** development is job related and applicable to your position **application**.
2. **Attach an explanation of how this relates to your career development.**
3. Attach supporting document(s) with your application (**i.e., course description or brochure**)
4. Choose which funds you are applying for and submit within the timeframe **outlined below**.

Where do I submit my reimbursement application?

Please scan and email this form to Employee Services ([employeeServices@vsb.bc.ca](mailto:employeeServices@vsb.bc.ca)). Please note the following:

- Paper applications are not accepted.
- Reimbursements cannot be paid without an **original receipt and proof of attendance and satisfactory completion** (as per Article 11.U.1 of the Collective Agreement). Please include a scanned copy of your receipt and proof of completion.

Please select one:

- Maximum \$500 per school year (July 1 to June 30): this fund** covers workshops/courses/**textbooks** (required for the courses) related to the employee's position within the Vancouver School Board. **The fund DOES NOT cover substitute costs, transportation, meals, lodging and professional membership fees.** Professional membership fees are only covered if the employer requires the employee to have the membership.  
If you have already received a reimbursement, ensure that you have enough funds (\$) left in your **\$500** per school year allotment. Please keep track of this amount yourself.  
**Important: DO NOT send in your application until you have paid for and completed the course/workshop**
- Maximum \$1000 (applications accepted April 1 to 30 each year to be used for courses for the following school year (July 1 to June 30): this fund** covers 50% of course fees and books for educational leave/training. The fund will be administered by the Joint Career Development Committee ~~in early May~~ **by the end of the current school year**. Employee Services will notify you (after the Joint Committee has met) if your reimbursement request is approved.

Date: _____	Course/Conference Name: _____
Name: _____	_____
Employee #: _____	Date(s): _____
CUPE 15 Position: _____	Fee: _____
Mailing Address: _____	Amount Requested: _____
_____	Signature: _____

Principal/Supervisor's (Name): \_\_\_\_\_

Principal/Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EMPLOYEE SERVICES ONLY:**

Original Receipt and Proof of Completion Received      Amount approved: \_\_\_\_\_

TO ACCOUNTING: Please prepare a cheque payable to: \_\_\_\_\_

In the amount of: \_\_\_\_\_      Date: \_\_\_\_\_      COA: \_\_\_\_\_

ER.11

**6.F.1.(d) Working Conditions**

**F. Overtime**

1. Options

(d) Compensating Time Off

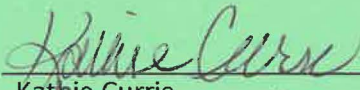
An employee who elects to receive compensating time off in lieu of being paid for overtime shall be given compensating time off equivalent to ~~the number of hours which they would have been paid for as overtime so~~ worked as provided in 6.F.1.(c) above. Provided, however, that if all of the compensating time off has not been used by October 31 of the year in which such overtime was earned or, prior to leaving the service of the Board for any reason (~~whichever event occurs first~~), the employee shall be paid ~~in cash for the overtime~~ **worked in** ~~for which no compensation was received in~~ November of the **that** year in which it was earned.

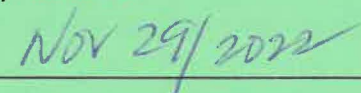
**Should the time be submitted after October 31 for a period where the time worked was performed prior to November 1 of the current year, the time will be paid out. The option to elect to receive compensating time would not be available.**

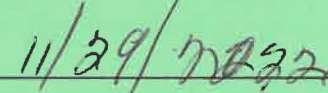
For Vancouver Board of Education

For CUPE Local 15

  
\_\_\_\_\_  
Stacey Alexander

  
\_\_\_\_\_  
Kathie Currie

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

U.N.5 (U.57) – Sign off

**UNION PROPOSAL – Non-Monetary**

**GENERAL PROVISIONS**

**New (To be numbered)**

Article 11.G. Health & Safety – Right to Refuse Unsafe Work

Both parties desire healthful and safe working environments. To this end CUPE Local 15 (VMECW) member(s) working at the V.S.B. shall be appointed by the Union to any Health and Safety Committees.

~~An employee who feels they are working in unsafe conditions should bring this matter up with their supervisor expressing their concerns and their opinion as to the reason(s) for the unsafe condition. If concerns remain, they may write to the Senior Manager – Health & Safety regarding the concerns.~~

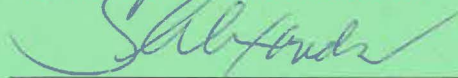
~~The Senior Manager – Health & Safety will promptly investigate the matter and report on their assessment of the alleged unsafe condition. The report will be in writing. A copy will go to the employee, the Union and the appropriate representative from Employee Services.~~

~~This provision does not affect any other statutory right regarding health and safety, e.g., W.C.B.~~

**Both parties recognize the right of a worker to refuse unsafe work and are committed to following the *Workers' Compensation Act – Occupational Health and Safety Regulation* regarding the Refusal of Unsafe Work.**

**An employee who has reasonable cause to believe that their work would create an undue hazard to the health and safety of themselves or others should first notify their Administrator/Supervisor and fill out the *Refusal of Unsafe Work* report located on the VSB online portal.**

For Vancouver Board of Education



Stacey Alexander

Nov 24/2022

Date

For CUPE Local 15



Kathie Currie

11/24/2022

Date

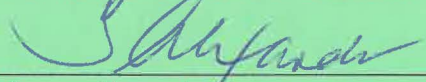
ER.31

**11.K.2. General Provisions**

**K. Payment of Wages**

2. The responsibility for ensuring that a timesheet arrives at the Board office rests with the employee. In the event that an employee does not receive a payment on time, said employee may contact the Payroll Department by telephone and/or electronically to inform the Board that a payment has not been received, at which time payment shall be processed within two (2) working days that day, provided that a timesheet is received by the Payroll Department and at least four (4) hours' notice prior to the end of business for that day has been given; otherwise payment shall be processed the following working day.

For Vancouver Board of Education

  
\_\_\_\_\_

Stacey Alexander

Nov 08/2022  
\_\_\_\_\_

Date

For CUPE Local 15

  
\_\_\_\_\_

Kathie Currie

11/8/2022  
\_\_\_\_\_

Date

U.N.3 (U.55)

**New (to be numbered)**

**Use of Agency Workers**

The VSB will minimize the use of agency workers through the internal recruitment of temporary or casual employees.

The VSB will offer work to employees who may have been previously laid off or retired within one year, who have the ability to perform the work prior to going to an agency.

If a worker is provided through an external agency, the following conditions will apply:

- a) The worker will be covered by all terms and conditions of the collective agreement and as such, will receive the appropriate bargaining unit rates of pay plus all the applicable benefits (or payment in lieu), rights and privileges.
- b) If employed for more than 30 days, the worker will join the union by the 31<sup>st</sup> day and union dues will be paid on all earnings beyond the 30<sup>th</sup> day of employment.
- c) The ~~VSB~~ **Agency** will submit all union dues to the union directly.

At ~~thirty (30) day intervals~~ **the end of December, April, and August**, the VSB will provide in writing to the union a report setting out each instance of the use of agency workers since the previous report. The report shall detail the worker's name, classification, work location, hours of work, and dates of assignment.

For Vancouver Board of Education




Stacey Alexander

Nov 08/2022

Date

For CUPE Local 15



Kathie Currie

11/8/2022

Date

ER.20


**8.H.3 – Employee Benefits**

**H. Gratuity Plan**

3. Gratuity Plan Payout

Effective January, 2014, gratuity days earned in a year shall be paid for on the last pay cheque in January of the following year at the composite rate of pay used for salary purposes which was in force during the last month of the preceding year, or shall be placed in a bank. Employees are permitted to accumulate a carry over of twenty (20) days as in 8.H.2. (Use of Credit) above at the employee's option. **Each employee will be notified electronically in December and paid out on the last pay date of January unless they elect otherwise via Employee Self-Service.** The Payroll Department shall be notified ~~in writing~~ prior to December 31 of each year of the employee's intention to exercise the option to bank rather than receive payout, **with the election open from December 01 – 31 annually.**

For Vancouver Board of Education



Stacey Alexander

Nov 03/2022

Date

For CUPE Local 15



Kathie Currie

11/3/2022

Date



ER.2

**2.A.2. Definitions and Coverage for Employee Benefits**

**2. Permanent Term Employee**

An employee classified in Job Bands:

- Office Support A, ~~Office Support B~~, ~~Office Support C~~, **Office Support D**,
- Office Support C – Office Administrative Assistant (OSC-OAA),
- Technical & Resource Support **A, B, C, D, E**,
- School & Student Support A,
- School & Student Support B,
- **Information Technology Support A, B, C, D;**

~~plus an employee classified as~~ **as well as those employees in positions currently classified according to pre-job banding classifications:**

- Youth and Family Worker **1 and 2**,
- Indigenous Education Enhancement Worker,
- Home and School **Support** Worker,
- **Orientation & Mobility/LifeSkills Coordinator**,
- ~~or~~ Special Education Assistant.


For Vancouver Board of Education



Stacey Alexander

Nov 03/2022  
Date

For CUPE Local 15



Kathie Currie

11/3/2022  
Date

Date/Time: 2022 Nov. 03 / 10:47am

Union Proposal

U.N.2/U.54

**Appendix B**

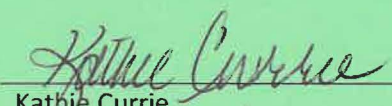
Appendix B – Self-Funded Leave of Absence Plan

Renew

For Vancouver Board of Education

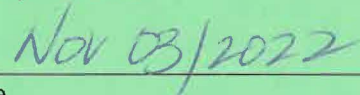
For CUPE Local 15

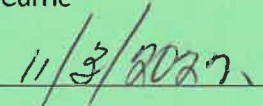




Stacey Alexander

Kathie Currie





Date

Date

Date/Time: 2022 Nov. 03 / 10:47am

Union Proposal

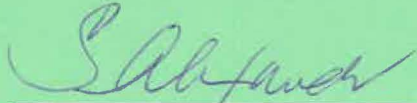
U.N.4/U.56

Form #1

Form #1 – Self-Funded Leave of Absence Plan

Renew

For Vancouver Board of Education




Stacey Alexander

Nov 03 / 2022

Date

For CUPE Local 15



Kathie Currie

11/3/2022

Date

ER.27

11.E.2. – General Provisions

**E. Term Employees**

2. Pay Procedures

Term Employees shall be paid from Labour Day to June 30 at the bi-weekly salary as provided in the Schedules of the Wages attached to the Collective Agreement for the appropriate classification. Term Employees shall work each day that school is in session for teachers. Days during this period which are normal working days for twelve (12) month employees, but which are not a working day for schools in session for teachers, shall be paid from the employee's vacation pay entitlement. The employee's balance of vacation entitlement, at the end of June in each year, shall be calculated and paid for in the first pay period in ~~July~~ September.

The Term Employee may be requested to work on such a day but shall work only if the employee so agrees to work. Records of such days worked shall be submitted to Employee Services. Any hours worked on such a day equivalent to the employee's regular hours of work shall not be considered overtime.

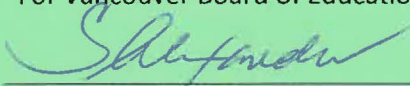
(For example, in the event that such days at Christmas number eight (8) working days and such days during the Spring Break number four (4) working days, and the employee is entitled to twenty (20) working days vacation, then the Board shall pay the balance of eight (8) working days ~~by special cheque~~ after the end of the school term in the following September.)

3. Payout of Banked Vacation

The following represents the process for payout of banked vacation for term employees (10-month employees):

- (a) Effective the second pay of April, term employees who accrue 10% or greater may request a payout of their accrued vacation balance as of first pay in April.
- (b) Term employees may choose their payout by March 31 annually of their banked vacation credits.
- (c) As per Article 11.E.2. *Pay Procedures*, all remaining accruals earned to June 30 will be paid out in the first pay period of ~~July~~ September.
- (d) This payout will be reported as pensionable earnings pursuant to section 7 of the Municipal Pension Plan administration guidelines for term employees who have earned less than twelve (12) months pensionable services in a calendar year.

For Vancouver Board of Education



Stacey Alexander

Oct 14/2022

Date

For CUPE Local 15



Kathie Currie

10/14/22

Date

ER.21

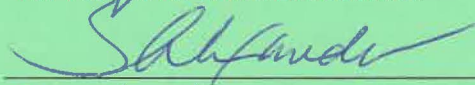
**9.C.2. – Absence from Duty**

**C. Accidents or Illness Covered by Workers' Compensation Board**

2. Reimbursement of Workers' Compensation to the Board

All monies received by an employee by way of compensation for loss of wages under the Workers' Compensation Act when the employee is entitled to a top up of their salary, shall be paid to the Board. The Board will provide a supplement sufficient to give the employees their regular ~~net~~ **gross** income as calculated including any premiums. After twelve (12) calendar months, the amount paid to the employee by the Board shall be charged against the accumulated sick leave credit of the employee on a proportionate basis for as long as the accumulation of sick leave credit permits.

For Vancouver Board of Education

  
\_\_\_\_\_

Stacey Alexander

Oct 14 / 2022  
Date

For CUPE Local 15

  
\_\_\_\_\_

Kathie Currie

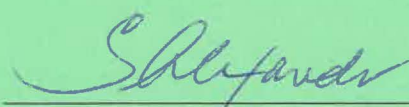
10 / 14 / 2022  
Date

ER.1


The parties agree to adopt and integrate the renewed Provincial Framework Agreement for support staff in K-12 education as bargained by the K-12 Presidents' Council and Support Staff Unions and BCPSEA.

For Vancouver Board of Education

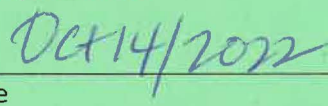
For CUPE Local 15



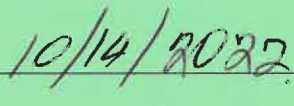
Stacey Alexander



Kathie Currie



Date



Date

ER.29

**11.F.4 General Provisions**

**F. Vacancies**

4. Postings

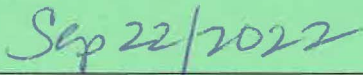
Employees may get information regarding current vacancies by accessing the information on the ~~VSB staff portion of the VSB website~~ Online Application Management (OAM) system. A notice directing employees to the proper website address will be posted on bulletin boards at all sites.



Kathie Currie  
Canadian Union of Public Employees  
Local 15



Stacey Alexander  
Vancouver Board of Education



Date

**11.G. – General Provisions**

**G. Health and Safety**


Both parties desire healthful and safe working environments. To this end CUPE Local 15 (VMECW) member(s) working at the V.S.B. shall be appointed by the Union to any Health and Safety Committees.

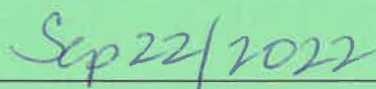
An employee who feels they are working in unsafe conditions should bring this matter up with their supervisor expressing their concerns and their opinion as to the reason(s) for the unsafe condition. If concerns remain, they may write to the ~~Senior Manager – Health & Safety~~ **Director of Risk Management – Safety and Compliance** regarding the concerns.

The ~~Senior Manager – Health & Safety~~ **Director of Risk Management – Safety and Compliance** will promptly investigate the matter and report on their assessment of the alleged unsafe condition. The report will be in writing. A copy will go to the employee, the Union and the appropriate representative from Employee Services.

This provision does not affect any other statutory right regarding health and safety, e.g., W.C.B.

  
\_\_\_\_\_  
Kathie Currie  
Canadian Union of Public Employees  
Local 15

  
\_\_\_\_\_  
Stacey Alexander  
Vancouver Board of Education

  
\_\_\_\_\_  
Date





U.N.13 (U.65)


Renew Letter of Understanding #2 – Training/Career Development

U.N.15 (U.67)

Renew Letter of Understanding #4 – Proposed School Calendar Changes.

  
\_\_\_\_\_  
Kathie Currie  
Canadian Union of Public Employees  
Local 15

  
\_\_\_\_\_  
Stacey Alexander  
Vancouver Board of Education

  
\_\_\_\_\_  
Date

H.2

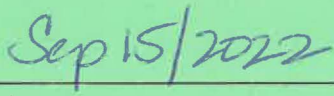
**11.Q.6. – Workload**


6. Workload

Any claim of excessive workload may be directed to Employee Services to be dealt with. If not resolved to the satisfaction of either the Board or the Union, the claim of excessive workload, while not arbitrable, may be referred to the Associate Superintendent – Human Resources and the Union Staff Representative for discussion.

**When an employee is absent from work, another employee may be required to carry out some of the duties of the absent employee. In this event, priorities shall be established by the supervisor to accommodate the work to be performed.**

  
\_\_\_\_\_  
Kathie Currie  
Canadian Union of Public Employees  
Local 15

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stacey Alexander  
Vancouver Board of Education

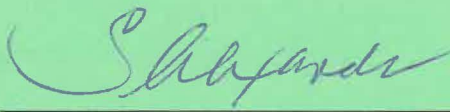
U.H.3.b (U.3)

2. Definitions and Coverage for Employee Benefits

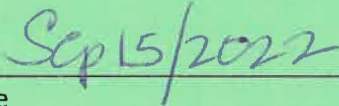
B. Temporary Employee

2. (a) A temporary employee who works **forty (40) hours bi-weekly** ~~twenty (20) hours per week~~ or longer in a continuous period shall after ten (10) working months be entitled to all benefits which accrue to a permanent employee. It is agreed July and August for term employment will not affect continuity of employment for purposes of defining "continuous period." Benefits involving time shall be on a pro rata basis.

  
\_\_\_\_\_  
Kathie Currie  
Canadian Union of Public Employees  
Local 15

  
\_\_\_\_\_  
Stacey Alexander  
Vancouver Board of Education

Date

  
\_\_\_\_\_  
Date

U.M.12.b (U.26)

2. Definitions and Coverage for Employee Benefits

B. Temporary Employee

1. An employee who is appointed:

- (a) as an Employee-on-Call from day-to-day; or
- (b) from a stipulated date to a stipulated date (maximum of ten (10) months); or
- (c) from a stipulated date for an indefinite period which shall not exceed ten (10) months unless mutually agreed to between the parties to this Agreement; or
- (d) fills out timesheets as required and is paid by dispatch job records on the hourly payroll

shall be entitled to 18.6% of gross earnings in lieu of the following benefits: statutory holidays, annual vacation, sick leave, Municipal Pension, deferred savings, medical plan, extended health, dental plan, group life, gratuity days.

**Employees will be notified of their option to enroll in the Municipal Pension Plan (MPP) upon reaching eligibility according to MPP rules and regulations.**


Those employees eligible for and opting to participate in the Municipal Pension Plan shall be entitled to 12.6% of gross earnings in lieu of the above noted benefits, excluding Municipal Pension.



Kathie Currie  
Canadian Union of Public Employees  
Local 15



Stacey Alexander  
Vancouver Board of Education



Date

H.4

**6.M – Working Conditions**


**M. Acting in Senior Capacity**

2. Payment

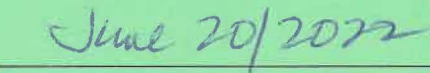
Payments for persons acting in senior capacity shall be accumulated and paid in full to the employee at the pay period immediately following receipt of adequate documentation by the Payroll Office Department.

For Vancouver Board of Education

For CUPE Local 15



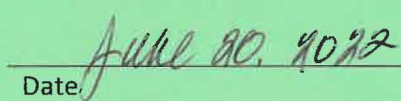
Stacey Alexander



Date



Kathie Currie



Date

H.11

June 2022

UNION PROPOSAL – Housekeeping

TABLE OF CONTENTS

Amend

Table of Contents – pg ii

Correct the spelling for Job Evaluation.

For CUPE Local 15

For Vancouver Board of Education

  
\_\_\_\_\_

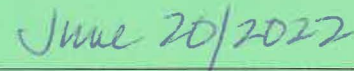
Kathie Currie

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Stacey Alexander

  
\_\_\_\_\_

Date

H.1

June 2022

UNION PROPOSAL – Housekeeping

ABSENCE FROM DUTY

Amend

Article 9.N.2. – Personal Leave Without Pay

Correct the reference to Article 9.M.2. to reflect Article 9.N.2.

For CUPE Local 15

For Vancouver Board of Education

  
\_\_\_\_\_  
Kathie Currie

  
\_\_\_\_\_  
Stacey Alexander

Date June 20, 2022,

Date June 20/2022

# TESTING

## WORD

-test on general commands and properties, formatting and editing, page layout, insert tools, application tools, review options

## EXCEL

-test on general commands and properties, formatting and editing, formulas, insert tools, page layout

## Elementary/Secondary Accounting

-journal entries, trial balance, bank reconciliations

## Admin Accounting

-basic accounting terminology, basic calculations

## Exception

-OSD's in finance in payroll, will use the whole excel test, 90% of the job is excel

**OSB-65% to pass**

**OSC-70% to pass**

**OSD-75% to pass**

\*eliminated the typing test and mail merge\*