

**MEMORANDUM OF AGREEMENT
"MoA"**

Between

**BOARD OF EDUCATION for SCHOOL DISTRICT No. 38
Richmond School District
"Employer"**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 716
"Union"**

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

1. Previous Conditions and Effective Date

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

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.

2. Letters of Understanding

All Letters of Understanding in effect during the 2014-2019 Collective Agreement shall continue, except for the following:

- a. Letter of Understanding (2008) re: Custodial Vacations – this letter will not be renewed, see item #21.
- b. Letter of Understanding (2011) re: Entitlement to Benefits for Temporary Assignments – this letter will not be renewed, see item #11.
- c. Letter of Understanding (2005) re: Hours of Work & Vacation Carry Over – Educational Assistants – this letter will not be renewed, see items #14 and #18.

All Parties Signed & Finalized on September 13, 2019

3. Provincial Framework Agreement

The Provincial Framework Agreement is hereby adopted in entirety to be incorporated into the agreement as indicated. See Appendix A.

4. Items Signed-Off

Items signed-off thus far are hereby adopted. See Appendix A.

5. Classification & Pay Index

Update the pay and classification indices to reflect new rates and/or agreed-to changes. See Appendix A.

6. Article 20(2) Union Time-Off & President's Wages – See attached settlement Document #6.

7. Article 3 Committees and Meetings – See attached settlement Document #7.

8. Article 19 Employee Benefits - agree to update amounts in existing language as per BCPSEA bulletin.

9. Article 21 Secondary Seniority - See attached settlement Document #9.

10. Service Improvement Allocation/EA Scheduling – see attached settlement Documents #10A and #10B.

11. Article 5(1)(a)(iii) – Temporary Employees Entitlement to Benefits – see attached settlement Document #11.

12. Article 20(3)(a) Extended unpaid Sick Leave – see attached settlement Document #12.

13. LOU– SWIS Workers, Cultural Interpreters, Central Registration and International Student Programs – see attached settlement Document #13.

14. Article 17(4) – New Paragraph – Vacation Carry Over – Education Assistants – agree to move the LOU re: Hours of Work & Vacation Carry Over – Educational Assistants into the body of the Collective Agreement.

15. Article 19(15) Union Health and Wellness Program - see attached settlement Document #15.

16. Article 20(5) Maternity, Parental Leave and Extended Parental Leave – see attached settlement Document #16.

17. Article 21(2)(a) – Bulletins – see attached settlement Document #17.

18. Letter of Understanding Re: Hours of Work & Vacation Carry Over – Educational Assistants – agreed to move the LOU re Hours of Work & Vacation Carry Over – Educational Assistants into

the body of the Collective Agreement.

19. Article 20(9) Bereavement Leave – see attached settlement Document #19.

20. Broken Tool Replacement – see attached settlement Document #20.

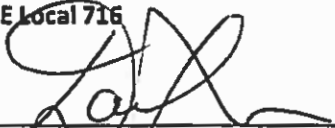
21. Article 17, Section 3 – Vacation Period – 12 Month Operations Staff – see attached settlement Document #21.

Ratification

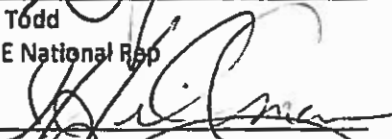
This memorandum is subject to ratification by the Board of Education for School District No. 38 Richmond, the BC Public School Employer's Association and the membership of CUPE Local 716.

Signed this 12 day of July, 2019

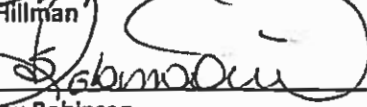
CUPE Local 716



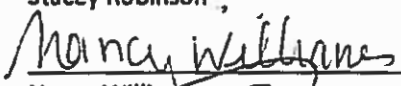
Dan Todd
CUPE National Rep



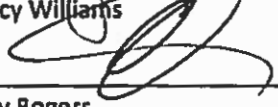
Ian Hillman



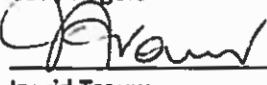
Stacey Robinson



Nancy Williams



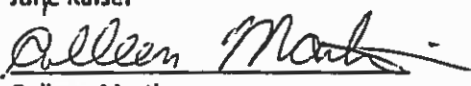
Cody Rogers



Ingrid Trouw



June Kaiser

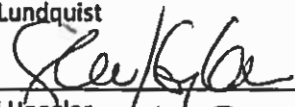


Colleen Martins

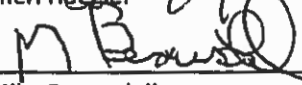
Board of Education for School District No. 38




Lori Camplon
Senior Manager, Human Resources



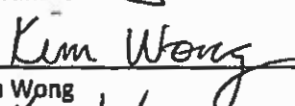
Sheri Hoegler



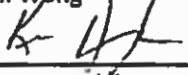
Mike Beausoleil



Bill Juhasz



Kim Wong



Ken Hamaguchi
Board Chair

(Document #6)

Letter of Understanding

Between

BOARD OF EDUCATION for SCHOOL DISTRICT No. 38
Richmond School District
"Employer"

And

Canadian Union of Public Employees, Local 716
"Union"

Re: Union Time-Off Article 20, Section 2

The parties agree to the following application and interpretation of Article 20, Section 2.

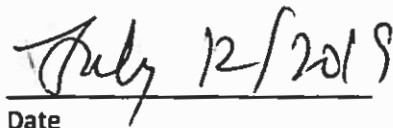
- 1) The Employer agrees to continue paying 50% of the Union President's wages and benefits based on the following criteria:
 - i) The Union President's rate of pay will not exceed the current highest wage rate in the Collective Agreement.
 - ii) The Union President will make themselves available to attend meetings with the District. This agreement limits the disruption of the work place and reduces the costs of substitution. It is understood that the Union President controls their own schedule but shall endeavour to be available.

- 2) The Employer's obligation with respect to Article 20(2)(b) is limited to paying the Union Executive (to a maximum of 12 people) to attend monthly executive meetings (half day), and during negotiations for days on which the parties meet.

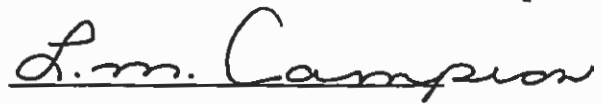


Dan Todd

CUPE National Rep

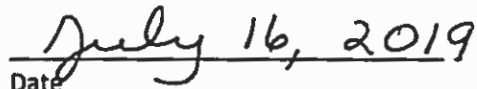


Date



Lori Camplon

Senior Manager, Human Resources



Date

(Document #7)

Proposal Section 3

The parties have agreed to change Article 3 of the Collective Agreement in accordance with the following:

1) Article 3, Section 1 – Board’s Negotiations Committee

Delete Section 1

2) Article 3, Section 2 – Size of Union Negotiating Committee

Move to Article 2, becomes NEW Article 2, Section 10

3) Article 3, Section 3 – Committees & Meetings

Delete Article 3, Section 3

4) New Article 2, Section 11

Article 2(11) – Labour Management

The parties agree to hold monthly Labour Management meetings when needed. The Union and the Employer will provide each other with agenda items they wish to discuss at least two (2) business days prior to the meeting. It is recognized either party may request additional meetings as required and the parties may agree to temporarily suspend the monthly schedule if there are no issues to discuss.

5) Article 3, Section 4 – Notice of Meetings

Delete Article 3, Section 4

6) Article 3, Section 5 – Interpretation of Agreement

Delete Article 3, Section 5

(Document #9)

Article 21(3) Secondary Seniority

Section 3 Secondary Seniority

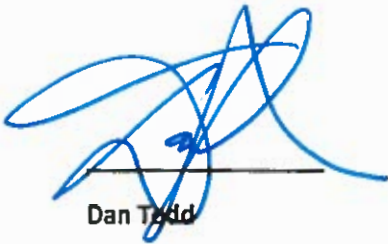
Casual employees shall accumulate seniority within the casual employee ranks. This seniority will only be used when comparing one (1) casual employee to another casual employee when applying for a position within the Board and, with effect from date of award for shift assignment. Casual employees shall have the right to apply for posted regular and temporary positions. A casual employee who is successful in obtaining a permanent position shall have her/his accumulated seniority credited retroactively once the employee has passed a probationary period in a permanent position.

- a) Effective June 13, 2001 casual employees shall gain bidding rights upon completion of sixty (60) shifts in any six month period. For the initial implementation of this clause, the total number of shifts worked since December 1, 2000 will be used. Effective the date of ratification of the 2019-2022 Collective Agreement, it is understood that secondary seniority shall not be interrupted by the Summer Break.

(Document #10A)

New Article 25 – Service Improvement Allocation (SIA)

In accordance with the Provincial Framework Agreement (Appendix A) Article 3 (Local Bargaining), the Parties agree that effective July 1, 2020 the Service Improvement Allocation ongoing annual funding of \$263,000 will be used to add 30 minutes per week to the hours of work of full-time regular, 31 hours per week Education Assistants.



Dan Todd

CUPE National Rep



Lori Campion

Senior Manager, Human Resources

(Document #10B)

Letter of Understanding

Between

**BOARD OF EDUCATION for SCHOOL DISTRICT No. 38
Richmond School District
"Employer"**

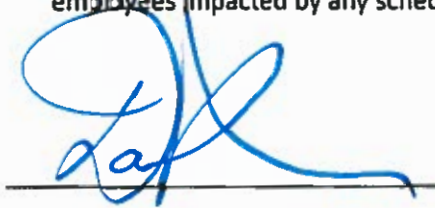
And

**Canadian Union of Public Employees, Local 716
"Union"**

NEW Letter of Understanding – Education Assistant Scheduling

Effective the first day of the 2020/2021 school year, the parties agree to use the Service Improvement Allocation (SIA) funds to increase Education Assistants hours by 0.5 each week. The Employer will formalize the hours of work for Education Assistants in accordance with Article 2 of the Collective Agreement.

- 1) All full-time regular Education Assistants' hours will be increased by 0.5 of an hour per week effective the first day of school for the 2020/2021 school year.
- 2) Prior to the start of the 2020/2021 school year, the Employer will consult with the Union with respect to the implementation of fixed Education Assistant schedules.
- 3) Education Assistants' hours will be scheduled.
- 4) The Union specifically acknowledges that formalizing and implementing fixed Education Assistant schedules is within management rights of the Employer as exercised in accordance with the Collective Agreement.
- 5) The parties will develop a joint communication plan for the purposes of educating and supporting employees impacted by any scheduling change.



Dan Todd
CUPE National Rep

Sept 13/2019
Date



Lori Campion
Senior Manager, Human Resources

July 17, 2019
Date

(Document #11)

Article 5(1)(a)(iii)

- iii) It is understood that a non-regular employee must be working in a single temporary assignment for a fifty-two (52) week period in order to qualify for benefits incorporated in this agreement, to include and not be interrupted by Christmas and Spring Breaks, as described above. It is further understood that a single assignment may include minor changes in job duties or multiple work locations or assignments where the ongoing assignment is as a result of the continuous absence of a single regular employee.

(Document #12)

Article20(3)(a) Extended unpaid Sick Leave

When an employee is absent on extended unpaid sick leave:

- a) The Board will continue payment of premiums for medical and dental benefits for the first twenty-four (24) months of absence. Following twenty-four (24) months of absence the employee shall have the option, subject to the plan carrier's requirements, to maintain coverage at their own expense if they so desire.

(Document #13)

Letter of Understanding

Between

**BOARD OF EDUCATION for SCHOOL DISTRICT No. 38
Richmond School District
"Employer"**

And

**Canadian Union of Public Employees, Local 716
"Union"**

Re: Scheduling – SWIS Workers, Cultural Interpreters, Central Registration and International Student Programs

The parties to this Collective Agreement recognize the unique nature of the Settlement Workers in Schools (SWIS) program, Cultural Interpreters, the International School Program and the role of Central Registration. The hours for these departments need to be flexible in order for the programs to effectively work for the public and the School District's customers.

Section 1 35 Hour Week

- a) The hours of work for SWIS workers, Cultural Interpreters and clerical staff in ISP and Central Registration shall be Monday to Friday inclusive, between the hours of 7:00 am and 5:00 pm, however, with two (2) weeks notice, the hours may be adjusted to 9:00 pm to accommodate the requirements of the department. It is understood the shifts after 5:00 pm will only be used for unique circumstances and will not become a regularly scheduled shift.

Regular hours of work shall be seven (7) consecutive hours per day, exclusive of one (1) hour for lunch, or one-half (0.5) hour for lunch at the employee's request and with the approval of the Supervisor, and thirty-five (35) hours per week.

- b) With two (2) weeks notice, staff may be scheduled to work on the weekend and will be paid at straight time rates providing they do not work more than five (5) days in a week. It is understood work on the weekend will only be used for unique circumstances and will not become a regularly scheduled shift.

Section 2 Overtime

Hours worked in excess of seven (7) in a twenty-four (24) hour period commencing with the start of such shift shall be deemed to be overtime. However, where an employee of the above department works two separate shifts in a twenty four (24) hour period, and there is a break of

at least seven (7) hours between the shifts, the second shift will not be deemed to be overtime. The first four (4) hours overtime in any week shall be paid at the rate of time and one-half (1.5) and all subsequent overtime in that week at the rate of double time. Double time will be paid to all, except casual part-time employees for holidays, exclusive of normal holiday pay the employee is entitled to under Article 18 (Statutory Holidays). For the purpose of computing the overtime rate, the two-weekly salary shall be divided by seventy (70), being the number of working hours in a pay period. It is agreed that casual part-time, substitute or temporary employees will not be called upon to do work that would normally be done by regular employees, except in emergent circumstances.



Dan Todd
CUPE National Rep

July 12, 2019
Date



Lori Campion
Senior Manager, Human Resources

July 16, 2019
Date

(Document #15)

The parties have agreed to the following amendments to Article 19, Section 15 in accordance with the Employer's proposal.

Union Health and Wellness Program- Terms of Reference

- a) The Board of Education recognizes, supports and encourages the Union in the establishment and operation of the Union Health and Wellness Program. In this regard the Board undertakes to:
- i) grant, in emergency circumstances, upon receiving permission from the supervisor in each specific case, time off without loss of pay to a Union Representative for the purpose of assisting an employee. It is understood that confidentiality will be maintained.
 - ii) grant, in emergency circumstances or when shifts conflict, and upon receiving permission from the supervisor in each specific case, time off without loss of pay to an employee to meet with a Union Representative. The Union Representative shall exercise discretion so that disruption to the work schedule is minimized.
 - iii) grant leave of absence without pay or grant sick leave, or, in special circumstances, leave of absence with pay to an employee who applies for such leave and/or requires some form of rehabilitative treatment. Applications shall be submitted in writing to Human Resources.
 - iv) grant time off without loss of pay for up to three (3) Union Health and Wellness Committee members to attend one half-day monthly meeting, and for up to two (2) Committee members to attend seminars or conferences approved by the Union and the employer.
 - v) establish and administer a budget in the amount of \$2,000 annually to be used in such areas as: guest speakers, Pro D workshops, or seminars.
- b) In order to monitor the success of the Program, the Union Health and Wellness Committee shall periodically submit activity reports to the Board regarding number and type of programs.

The Union Executive will appoint up to three (3) representatives to the Union Health and Wellness Committee.

(Document #16)

21) Article 20(5) Maternity, Parental Leave and Extended Parental Leave

Employees shall be entitled to Maternity and Parental Leave, without pay in accordance with the provisions of the Employment Standards Act, as follows:

a) Maternity Leave

- i) A pregnant employee shall be entitled to up to 17 consecutive weeks, beginning:**
 - no later than 13 weeks before the expected birth date, and
 - no later than the actual birth date, and ending:
 - no earlier than 6 weeks after the actual birth date, unless the employee request a shorter period, and
 - no later than 17 weeks after the actual birth date.
- ii) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.**
- iii) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave, if for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under subsection i) or ii).**

b) Parental Leave

- i) A birth mother who takes Maternity Leave shall be entitled to up to 61 consecutive weeks of unpaid leave beginning immediately after the pregnancy leave.**
- ii) A birth mother who does not take Maternity Leave shall be entitled to up to 62 consecutive weeks of unpaid leave commencing within 78 weeks of the child's birth.**
- iii) A birth father/spouse (spouse does not apply to a birth mother) shall be entitled to up to 62 consecutive weeks of unpaid leave commencing within 78 weeks of the child's birth.**

c) Extended Parental Leave

Immediately following the above leaves, employees shall also be entitled to Extended Parental Leave without pay for not more than an additional 26 weeks.

d) Notice requirements and commencement of leave.

The following conditions apply:

- i) The employee should make an application to the Human Resources Department no later than four (4) weeks prior to the anticipated commencement of leave**
- ii) The employee may be required to furnish a medical certificate indicating the expected date of delivery, or documentation of the expected date the child will come into care**

- iii) The employee will be required to provide the Board with the anticipated date of return to work
 - iv) For situations other than maternity, the leave must be taken within 52 weeks of the birth of the child, or of coming into care of the child.

- e) **Return to Work**

The employee will contact the Human Resources Department no later than four (4) weeks before the anticipated expiry of the Maternity or Parental Leave to confirm the date of return to work. If the employee does not contact the Board to confirm these arrangements the Board will make reasonable efforts to contact the employee, which will include sending a registered letter. If there is no response from the employee, the employee shall be considered to have permanently separated from employment.

- f) **Job Protection**
 - i) An employee who applies for and is granted Maternity/Parental Leave for a period not exceeding 78 weeks shall, be reinstated in the position previously occupied by the employee.
 - ii) Vacancies resulting from Maternity/Parental Leaves not exceeding 78 weeks shall be posted as a temporary assignment for the duration of the leave and that the successful applicant shall return to the position held before obtaining the temporary assignment. Any posting issued to cover such situations shall contain an appropriate informational comment. An employee who is granted Maternity, Parental and Extended Parental Leave in excess of 78 weeks shall be reinstated in a comparable position in the same pay grade upon returning to work.

- g) **Adoption Leave/Legal Guardianship**

In cases of child adoption, employees shall be entitled to leave of absence without pay on the same basis as provided under the Maternity and Parental Leave provisions above. In addition, up to two (2) working days leave with pay and up to a further four (4) weeks leave without pay will be granted to either parent or both (if both are employees of the Board) for mandatory interviews or traveling time to receive the child in the case of adoption or legal guardianship.

- h) **Leave Upon Birth of a Child**

A spouse shall be granted up to (2) working days leave with pay upon the birth of their child. The above shall not apply to the birth mother.

- i) **Employee Benefits**

The services of an employee who is absent from work in accordance with Maternity and Parental Leave shall be considered continuous for the purpose of any medical or other plan beneficial to the employee and the Board shall continue to make payment to the plan in the same manner as if the employee were not absent where:

 - i) the Board pays the total cost of the plan or

- ii) the employee elects to continue to pay the employee's share of the cost of a plan that is paid for jointly by the employer and the employee.

An employee on Extended Parental Leave under this Article, may maintain benefit coverage by making arrangements with the appropriate department in advance of the leave and by the employee paying the full share of the benefit premiums for the period of leave.

j) Sick Leave

An employee on Maternity and Parental Leave shall not be entitled to use Sick Leave for an incapacity and disability arising from a normal delivery and subsequent convalescence.

Subject to the stipulation above, an employee on Maternity and Parental Leave who has notified the Human Resources Department of their intention to return to work pursuant to paragraph e) and who subsequently suffers any incapacitating illness which prevents the employee from returning to work at the time intended, whether or not such illness is related to the pregnancy, shall be entitled to paid Sick Leave benefits commencing on the first working day on which the employee would otherwise have returned to work, provided that the employee has sufficient Sick Leave credits, and provided that the employee produces to the Human Resources Department a Disability Certificate duly completed by the attending physician.

- k) In the event that the Maternity and Parental Leave granted and/or Sick Leave above exceeds 78 weeks the following will apply:
Upon return to work, paragraph f) iii) above will apply.

The requirements of Article 5, Section 1 and 3 with respect to temporary employees and temporary positions will not apply except that a temporary employee will be entitled to the welfare benefits of the Collective Agreement upon completion of six months employment.

Seniority shall be adjusted in accordance with Article 21, Section 5 (Calculation of Seniority).

(Document #17)

Article 21(2)(a) - Bulletins

Bulletins

- a) Where vacancies are created through promotions, resignations, retirements or dismissals and when new positions are created, notice thereof will be posted electronically and in the Administration Offices, Maintenance Shop, and staff rooms (or equivalent) of each school. A copy of every bulletin will be forwarded to the Secretary of the Union within seven (7) days. The closing date of bulletins will be a minimum of seven (7) calendar days after posting, with the exception of bulletins closing during the summer months, which will be posted for a minimum of fourteen (14) calendar days.

It is agreed and understood that an increase of two (2) days or more in a part-time position constitutes a major change and creates a new position. An increase of less than two (2) days is a minor change and does not constitute a new position. A copy of each bulletin will be mailed to each laid off employee whose name is on the recall list.

- b) Such posting and notice shall contain the following information: Nature of position, required ability, hours of work, location, anticipated commencement date and wage rate or salary range.
- c) The Secretary of the Union and the appropriate Shop Steward are to be advised of the name(s) of the successful applicant(s) within fifteen (15) working days following the closing date for receipt of applications.
- d) All unsuccessful applicants may protest in writing to the Human Resources Department within seven (7) working days of being notified the position was filled.

(Document #19)

Section 9 Bereavement Leave

Employees shall be granted up to five (5) consecutive working days without loss of pay in the event of a death in the immediate family. Bereavement leave must begin no later than the next working day immediately after the date of passing. "Immediate family" shall be defined as: father, step-father, mother, step-mother, husband, wife, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, common law spouse, sister-in-law, brother-in-law or any other person living in the employee's household. On written application to the Human Resources Department, consideration will be given to other bereavement situations not included in the above definition of immediate family.

Employees may also be granted one-half day's leave without loss of pay to attend the funeral of a person outside the immediate family. Upon application, this leave may be extended to a maximum of one (1) day with pay for reasons of travel, schedule or other extenuating circumstances. Such leave will not be unreasonably denied.

(Document #20)

Letter of Understanding

Between

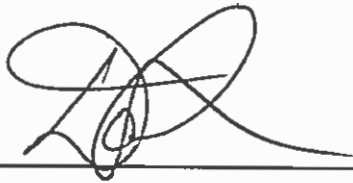
BOARD OF EDUCATION for SCHOOL DISTRICT No. 38
Richmond School District
"Employer"

And

Canadian Union of Public Employees, Local 716
"Union"

Re: Broken Tool Replacement

Where an employee required to use their own tools at work loses or breaks their tool in the performance of their job, the Employer shall replace the tool or reimburse the equivalent cost, not to exceed \$50 annually.



Dan Todd

CUPE National Rep

July 12, 2018
Date



Lori Campion

Senior Manager, Human Resources

July 19, 2019
Date

(Document #21)

Article 17, Section 3 – Vacation Period – 12 Month Operations Staff

Each employee shall be required to take two (2) weeks of annual vacation entitlement during the summer months of July and August. This shall not prevent an employee from taking more than two (2) weeks of annual vacation entitlement during the summer months.

a) Custodial staff must provide on/or before April 15th each year their request in writing for vacation time during the Richmond School District's summer break. All vacation requests are subject to operational needs and a minimum of substitution. Confirmation of approved vacation shall be provided by May 15th.

b) Custodial staff must provide on/before October 1st each year their request in writing for vacation time during the Richmond School District Winter and Spring vacation break periods. All vacation requests are subject to operational needs and a minimum of substitution. Confirmation of approved vacation shall be provided by November 1st. It is agreed that the above deadlines are subject to the employer giving notice of Winter and Spring break times no later than September 1st.

Annual Vacation for Custodial staff will be limited to time off during the designated Richmond School District's school break times; summer, winter and spring with the exception of supplementary vacation pursuant to Article 16, Section 3 and the following:

Employees may request to take up to two (2) vacation days when school is in session, subject to operational needs and a minimum of required substitution. Requests will not be unreasonably denied.

Requests for vacations to be taken when school is in session shall be submitted in writing as early as possible. The Department Head will review all such requests and approve on the basis outlined above within two (2) weeks of application.