

Appendix B

Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2022 – June 30, 2025 local Collective Agreement between the Board of Education of School District No. 44 (North Vancouver) and CUPE Local 389.

Each signed off item is attached for reference.

<u>Article</u>	<u>Item</u>
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2.4.c	Dissemination of information to Employees
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| c) | The Board agrees to provide all new employees with a access to an electronic copy of the Collective Agreement, with benefit information pamphlets, and with any other material agreed to jointly with the Union. The Board further agrees to provide new employees with a document to be supplied by the Union with respect to the address and telephone number of the Union's business office and a listing of current Union executive members and stewards. |
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<u>Article</u>	<u>Item</u>
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3.10	Non-Regular Hours of Work
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| a) | Notwithstanding Sections 3.2 and 3.8 of this Article, it is agreed that certain operations of the Board are performed on Saturday and Sunday and /or with daily starting times other than those mentioned above. It is further agreed that those classes of employees set out in Schedule D attached hereto, may have a normal work week other than Monday through Friday and/or with daily starting times other than those mentioned above. |
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b) It is further agreed that employees who are requested by the superintendent or designate to attend a meeting outside of work hours will be compensated at their regular pay rate, subject to article 4.9 where applicable.

<u>Article</u>	<u>Item</u>
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4.2	Definitions of Employees
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- a. Use of Masculine Term – Wherever in this Agreement the masculine term is used, it is understood that the reference shall include all genders where the context so requires.
- b. “Employee” shall mean a person who is an “employee” as defined by the Labour Code of British Columbia.
- c. “Probationary Employee” shall mean and include those employees employed during the first three (3) continuous months of service in any position to determine the suitability of the employee for continued employment. It is mutually agreed between the parties that the probationary period may be extended a further period not exceeding three (3) months and in such event the employee and the Union shall be notified in writing of such extension.
- d. “Regular Full-Time Employee” shall mean an employee who has successfully completed the prescribed period of probation and who is employed each working day during the calendar year on a full-time basis.
- e. “Regular Part-Time Employee” shall mean an employee who has successfully completed the prescribed period of probation and who is employed each working day during the calendar year on less than a full-time basis.
- f. “Temporary Full-Time Employee” shall mean a casual employee who is in a temporary full-time 12 month position that has exceeded six months in the position.
- g. “Full-Time School-Term Employee” shall mean an employee who has successfully completed the prescribed period of probation and who is employed each working day during the school year on a full-time basis.
- h. “Part-Time School-Term Employee” shall mean an employee who has successfully completed the prescribed period of probation and who is employed during the school year on less than a full-time basis.
- i. “Casual Employee” shall mean an employee hired on a day-to-day or temporary basis to relieve other employees, augment the regular or

MOA – Appendix B – Local Memorandum of Agreement

school term staff or who is engaged on a special project which shall include replacing an employee on a Board authorized leave of absence.

j. "Department Head" shall mean the Superintendent or designate

<u>Article</u>	<u>Item</u>
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4.7	Shift Premiums
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A standard shift premium of **(75) seventy-five cents effective July 1, 2023 and (1) one dollar per hour effective July 1, 2024**, shall be paid to all classes to which shift premiums apply and, shall be payable for all regular hours worked more than one (1) hour on either side of the recognized normal or standard daily hours, provided that where the majority of an employee's regular hours fall outside the period described above, the shift premium shall apply to the entire shift.

<u>Article</u>	<u>Item</u>
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4.18	Transfer of Care Allowance
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An allowance of \$0.50 per hour where public health has trained and signed off transfer of care responsibilities on the employee. The allowance would only apply to hours worked.

For the 2022-2023 school year, eligible employees in permanent positions as of September 6, 2022, will receive retroactive pay to October 15, 2022.

<u>Article</u>	<u>Item</u>
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4.19	Casual Premium (NEW)
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MOA – Appendix B – Local Memorandum of Agreement

An allowance of \$0.35 per hour where a casual employee has accepted shifts on at least 75% of prescribed workdays in a month, paid retroactively on all shifts worked. This applies to casual Custodians and Education Assistants.

For the 2022-2023 school year, eligible employees as of September 6, 2022, will receive retroactive pay to October 15, 2022.

<u>Article</u>	<u>Item</u>
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5.2.d	Casual Seniority
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vii) A casual employee who is unavailable ~~for~~ to work a minimum of three (3) shifts within a three (3) month period ~~for three (3) continuous months~~ or who has not complied with (vi) above will be notified by the Board in writing that ~~he/she has~~ they have been removed from the casual list.

<u>Article</u>	<u>Item</u>
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6.1.c	Benefits (NEW)
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c) Temporary Full-Time Employees who are in an assignment that will exceed six (6) months, shall be entitled to the same options as 6.1.d). or receive 14% in lieu of benefits.

(renumber from 6.1.c to 6.1.d)

d) Probationary Employees shall be entitled to only the following benefits:

- i. Those employees hired to positions which involve Regular Full-Time, Regular Part-Time, or Full-Time School-Term employment:

<u>Up to three (3) months of service:</u>	Statutory Holidays
<u>Over three (3) months of service:</u>	Statutory Holidays Annual Vacations Group Life Insurance

MOA – Appendix B – Local Memorandum of Agreement

**Sick Leave
Jury Duty Leave**

- ii. **Those employees hired to positions which involve Part-Time School-Term or Casual employment shall be entitled to only those benefits which accrue to employees of these general classifications.**

Article

Item

6.2.c.ix

Annual Vacations

c.ix) Full-Time School-Term and Eligible Part-Time School Term Employees.

In lieu of paid vacations, a Full-Time School-Term or an eligible Part-Time School-Term Employee shall be paid a percentage of his/her gross earnings accordance with the following schedule:

Payable by April 15th, in each year based upon the gross earnings of the employee, for hours worked from January 1st to the commencement of Spring Break, and payable by July 15th, in each year based upon the gross earnings of the employee, during the period commencing the first Monday following Spring Break and ending at the commencement of summer recess:

As at June 30th,

- less than one (1) year of service 4%
- more than one (1) year of service 6%
- more than seven (7) years of service 8%
- more than fifteen (15) years of service 10%
- more than twenty-two (22) years of service 12%

Payable by January 15th, in each year based upon the gross earnings of the employee during the period commencing at the beginning of the Fall Term and ending December 31st.

As at December 31st,

- less than one (1) year of service 4%
- more than one (1) year of service 6%
- more than seven (7) years of service 8%
- more than fifteen (15) years of service 10%
- more than twenty-two (22) years of service 12%

Full-Time School-Term or eligible Part-Time School-Term Employees who are participating in the benefits plan have the option to elect, once per year by June 30th, to receive vacation pay in each pay period.

Article Item

6.9. ~~Pregnancy~~ Maternity and Parental Leave

a. Leave Entitlement

Leave provisions are in accordance with the Employments Standards Act.

Birth Mother

- i. ~~A pregnant employee~~ **An employee shall be entitled to granted, upon request, maternity and/or parental leave without pay in accordance with the *Employment Standards Act*. The duration of the leave may be up to seventeen (17) consecutive weeks of ~~pregnancy-maternity~~ leave and up to ~~sixty-one (61)~~ consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.**

In the event the Employment Standards Act increases the number of weeks available, the employee will be entitled to the additional weeks. In the event the Employment Standards Act decreases the number of weeks available, the employee will continue to be entitled to the number of weeks set out above.

- ii. **In the event the ~~birth mother~~ gestational parent dies or is totally disabled, an employee who is the ~~father~~ other legal parent of the child shall be entitled to both ~~pregnancy-maternity~~ and parental leave without pay.**

Non Gestational Parent and Adoptive Parent

An employee who is the ~~birth father~~ non-gestational parent or, the adoptive parent ~~father or the adoptive mother~~ shall be entitled to up to ~~thirty-seven (37)~~

MOA – Appendix B – Local Memorandum of Agreement

sixty-two (62) consecutive weeks of parental leave without pay per the Employment Standards Act. The employee shall take the leave within ~~fifty-two (52)~~ seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

Extensions – Special Circumstances

An employee shall be entitled to extend the ~~pregnancy~~ maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee is unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

In no case shall the combined maternity/parental leaves exceed eighteen (18) months or the maximum provided for under the Employment Standards Act, whichever is greater, plus special circumstances extensions following the commencement of the leave.

~~Provided however, that in no case shall the combined pregnancy/parental leave exceed a maximum of fifty two (52) consecutive weeks plus special circumstances extensions following the commencement of the leave.~~

b. Maternity Leave and Supplemental Employment Benefits Plan (SEB Plan) commencing July 1, 2024.

- i. **Upon the registration of this Maternity Leave SEB plan, an employee who is currently on the district benefit plan will be eligible to receive SEB Plan benefits for a maximum of sixteen (16) weeks providing they are eligible for and in receipt of EI Maternity benefits. Upon receipt of adequate proof of eligibility for EI payments including information from Service Canada confirming the weekly EI payment amount:**

MOA – Appendix B – Local Memorandum of Agreement

- (1) Seventy-five percent (75%) of the employee's current weekly earnings for the EI waiting period to a maximum of one (1) week; and**
 - (2) The difference between seventy-five percent (75%) of the employee's current weekly earnings and the amount of the EI benefits paid to the employee for the period the employee is in receipt EI maternity leave benefits, to a maximum of fifteen (15) weeks. SEB Plan payments for 10-month employees will not be paid for dates that would not be worked per their 10-month position.**
 - ii. Upon completion of Maternity and Parental Leave, an employee who voluntarily leaves employment with the Board within six (6) months of active employment will be responsible for the repayment of any Maternity Leave SEB Plan benefits paid by the Board to the employee. The repayment of the top-up shall be due and fully paid to the Board within twelve (12) months of voluntarily leaving employment. A repayment plan shall be agreed upon between the employee and the Board.**
- c. Notice Requirements and Commencement of Leave**
- i. An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.**
 - ii. An employee shall provide written notice to the Human Resources Department, at least four (4) weeks in advance, of the intended commencement date of the ~~pregnancy-maternity~~ and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible).**
 - iii. ~~In order to request a maternity leave, the employee may commence pregnancy-maternity leave at any time during the pregnancy, upon presentation shall present~~ In order to request a maternity leave, the employee shall present a certificate from a duly qualified medical practitioner stating that birth will take place on or about a specified date.**

MOA – Appendix B – Local Memorandum of Agreement

- iv. An employee on ~~pregnancy~~ maternity leave or parental leave shall provide four (4) weeks' notice prior to the date ~~he/she~~ the employee intends to return to work.
- v. An employee who wishes to return to work within six (6) weeks following the actual date of the birth is required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- vi. Where a pregnant employee gives birth before requesting ~~pregnancy~~ maternity leave or before commencing ~~pregnancy~~ maternity leave, ~~her~~ their ~~pregnancy~~ maternity leave will be deemed to have started on the date ~~she~~ the employee gave birth.

d. Return to Work

On resuming employment, an employee shall be reinstated in ~~his/her~~ their previous or a comparable position and for the purposes of benefits and vacation entitlement (but not for public holidays or sick leave) ~~pregnancy~~ maternity/parental leave shall be counted as service. Vacation pay shall be pro-rated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation leave which is unpaid.

e. Sick Leave

- i. An employee on ~~pregnancy~~ maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- ii. Subject to paragraph ~~(de)~~(i), an employee on ~~pregnancy~~ maternity leave or parental leave who has notified the Human Resources Department of ~~his/her~~ their intention to return to work pursuant to paragraph ~~(bc)~~(v), and who subsequently suffers any illness or disability which prevents ~~him/her~~ the employee from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which ~~he/she~~ the employee would otherwise have returned to work.

MOA – Appendix B – Local Memorandum of Agreement

f. Benefits

- i. Dental, EHC, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on ~~pregnancy~~ **maternity** and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay ~~his/her~~ **the employee's** share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage, all benefits named in this paragraph shall continue.
- ii. Pension contributions will cease during the period of the leave unless the employee makes arrangements to pay the contributions pursuant to the provisions of the Municipal Pension Act.

Article Item

9.9 Protective Clothing

It is agreed that the Board shall provide one set of rain gear (slickers and boots) at each school, and other work locations, for use by employees required to work outside during inclement weather. Other safety apparel (excluding safety footwear) required by the Board shall be provided at no cost to employees. ~~Effective January 1, 2000, The Board shall provide \$125~~ **\$250 per year every two years** towards the purchase of safety footwear for employees (excluding casuals) in the following classifications:

Trades Supervisor Grounds
Maintenance Worker
Trades

Payment of the ~~\$125~~ **\$250** shall be made upon receipt of proof of purchase. Such payment shall be available only one (1) time within two calendar years.

Article Item

January 19, 2023

MOA – Appendix B – Local Memorandum of Agreement

9.15 Printing and Distribution of the Collective Agreement

- a) The Board and the Union agree to finalize and sign copies of the Collective Agreement within sixty (60) working days of the ratification of the Memorandum of Agreement by both parties.
- b) The Board and the Union further agree to ~~print and~~ distribute, to all employees, **an electronic copy of the Collective Agreement** within sixty (60) working days of the signing of the Collective Agreement.
- c) The purchase order for **printed copies** will be placed jointly by the parties and the Collective Agreement shall be printed in a unionized shop, and the cost shall be shared equally by the parties. **Two (2) printed copies will be provided to each school and the Union and School District will be provided 100 printed copies each.**

MOA – Appendix B – Local Memorandum of Agreement

<u>Article</u>	<u>Item</u>
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Schedule A	Labour Market Adjustment
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The class specifications marked with an asterisk have a labour market adjustment as of July 1, 2022 as outlined below:

**** 4% increase**

**Trades-Carpenter
Trades-Electrical
DDC Systems Technician
Trades-HVAC Plumber
HVAC Tech 1
HVAC Tech 2
Trades-Painter
Trades Coordinator – Electrical
Trades Coordinator – Architectural
Trades Coordinator – Mechanical**

***** 7% increase**

Visual Language Interpreter

***** 10% increase**

Senior Accountant

<u>Article</u>	<u>Item</u>
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Other	
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**Letter of Understanding 10 - Violence in the Workplace
Letter of Understanding 11 - In the Matter of Unused Local Bargaining Funds
Letter of Understanding 12 - Student Support Qualification Premium
Letter of Understanding 13 - In the Matter of CUPE Representation on Committees**

General Housekeeping Items

~~The parties will add items to this list during the bargaining period~~

January 19, 2023

MOA – Appendix B – Local Memorandum of Agreement

1. New positions as approved in schedule A
2. Gender neutral terminology
3. Include 2022, 2023, 2024 wage rates in Appendices and Schedules

Article 9.4 Defined in the report “—“Joint Custodial workload revision *dated August 30, 2021*”

Article 3.11 Summer Hours
During July and August the hours of work shall be 730-4 pm for employees working in maintenance, schools and corporate services (ESC).

MOA – Appendix B – Local Memorandum of Agreement

LETTER OF UNDERSTANDING #10

BETWEEN

THE BOARD OF EDUCATION OF SCHOOL DISTRICT #44 (NORTH VANCOUVER)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 389

In the Matter of Violence 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.

The parties commit to striking within two months of signing this LOU, a committee made of equal Union and Employer representation to review current processes. This committee will provide recommendations to the Board to improve process, improve awareness, education and communication of appropriate procedures. The committee will meet to jointly create a Terms of Reference upon striking the committee.

NVSD

CUPE

Date

January 19, 2023

28
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MOA – Appendix B – Local Memorandum of Agreement

LETTER OF UNDERSTANDING #11

BETWEEN

THE BOARD OF EDUCATION OF SCHOOL DISTRICT #44 (NORTH VANCOUVER)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 389

In the Matter of Unused Local Bargaining Funds

The parties agree to negotiate the allocation of all remaining or unused local bargaining funds at the end of each school year. These negotiations shall be completed by October 31 of the following school year. These allocations are subject to BCPSEA approval.

NVSD

CUPE

Date

E & O E ²⁹

January 19, 2023

MOA – Appendix B – Local Memorandum of Agreement

LETTER OF UNDERSTANDING #12

BETWEEN

THE BOARD OF EDUCATION OF SCHOOL DISTRICT #44 (NORTH VANCOUVER)

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 389**

In the Matter of Student Support Qualification Premiums

The parties agree that, for the term of the 2022-2025 Collective Agreement, qualification premiums, as outlined below, shall be paid to individuals in permanent positions classed as Education Assistant and student support positions.

The Level One Qualification Premium (QP1) shall be thirty-five (35) cents per hour. Employees are eligible for a maximum of one (1) Level One Qualification Premium, even if they possess more than one qualification that meets the eligibility requirements which require the employee holds additional relevant qualifications at a minimum diploma level that are over and above the Education Assistant Program qualifications that are cited in the Class Specification

The Level Two Qualification Premium (QP2) shall be fifty (50) cents per hour for specific training only. Any permanent employee who has a minimum of 300 hours on a home team or Applied Behaviour Analysis (ABA) training through an outside intervention program and documented as provided from a professional consultant at the Master's degree level; or has successfully completed 30 hours of relevant training resulting in a certificate of completion such as Popard ABA/ASD training will be eligible for QP2.

Employees claiming the Qualification Premium must submit to the Human Resources Department documentation to support the successful completion of training that will be approved by HR and Learning Services. Any claim for the Qualifications Premium will be effective the date the request with the required documentation is received by the Human Resources Department, providing the request is approved.

For 2022-2023 school year only, employees who were in permanent positions as of September 6, 2022 who submit documentation by April 1, 2023, retro pay will be granted to October 15, 2022. Employees, whose requests are approved, will be paid that premium for all hours worked.

MOA – Appendix B – Local Memorandum of Agreement

Eligible employees may qualify for both premiums.

NVSD

CUPE

Date

January 19, 2023

E & OE 31

MOA – Appendix B – Local Memorandum of Agreement

LETTER OF UNDERSTANDING #13

BETWEEN

THE BOARD OF EDUCATION OF SCHOOL DISTRICT #44 (NORTH VANCOUVER)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 389

In the Matter of CUPE Representation on Committees

The parties agree that for committees where a CUPE representative is requested by the Superintendent or designate, the Board will compensate the employee at their regular rate of pay and Article 4.9 if applicable. The minimum number of representatives required will be compensated for attendance at each of the following committees:

- Emergency Preparedness (2 representatives)
- Inclusion (1 representative)
- Joint Professional Development Committee (2 representatives)
- Policy Review Committee (2 representatives)
- OHS Committee (3 representatives)
- District Calendar (2 representatives)
- Safe and Healthy Schools (1 representative)

Further changes to the list of committees may be made at the discretion of the Superintendent.

NVSD

CUPE

Date

January 19, 2023

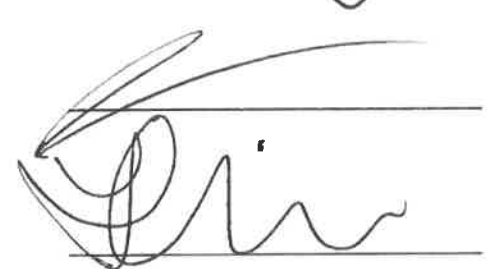
32
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MOA – Appendix B – Local Memorandum of Agreement

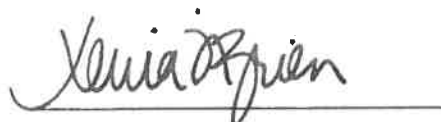
Agreed January 19, 2023.

CUPE Local 389





Board of Education of School District
No. 44 (North Vancouver)







January 19, 2023

