Page 001 of 302

Withheld pursuant to/removed as

From: Foweraker, Jonathan PSEC:EX
Sent: Sunday, June 8, 2014 4:38 PM
To: Jah, Tim PSEC:EX; Smith, Rhonda M PSEC:EX
Subject:s.13; s.17

s.13; s.17

I'll be checking email for the next couple of days—

Cheers,

Jonathan

Page 003 of 302 to/à Page 031 of 302

Withheld pursuant to/removed as

From: Foweraker, Jonathan PSEC:EX
Sent: Sunday, June 8, 2014 4:38 PM
To: Jah, Tim PSEC:EX; Smith, Rhonda M PSEC:EX
Subject: s.13; s.17

s.13; s.17

I'll be checking email for the next couple of days
Cheers,

Jonathan

Page 033 of 302 to/à Page 064 of 302

Withheld pursuant to/removed as

Re: CUPE negotiations

From: Dawson, Ken PSEC:EX <Ken.Dawson@gov.bc.ca>
To: Robert Lee Doney <rldstrategies@gmail.com>

Cc: Zacharuk, Christina PSEC:EX < Christina. Zacharuk@gov.bc.ca>, Rob Mingay

<RMingay@rmps.ca>, Zacharuk, Christina PREM:EX

Sent: April 6, 2014 1:50:57 PM PDT Received: April 6, 2014 1:51:02 PM PDT

Thanks Lee. Sounds good.

CZ and I will update you on Mondays discussions afterwards.

Sent from my iPhone

On Apr 6, 2014, at 1:43 PM, "Robert Lee Doney" < ridstrategies@gmail.com > wrote:

s.13; s.17

s.22 s.13; s.17

s.13; s.17

On 2014-04-06, at 9:25 PM, "Zacharuk, Christina PSEC:EX" < Christina.Zacharuk@gov.bc.ca wrote:

s.13; s.17

s.13; s.17

s.13; s.17 -s.22

s.22

s.22

s.13; s.17

Thanks, CZ

From: Draper, Kindree PSEC:EX Sent: Sunday, April 6, 2014 10:09 AM

To: Zacharuk, Christina PSEC:EX; Dawson, Ken PSEC:EX **Subject:** Fwd: CHNL: Horsfield - CUPE negotiations

Kindree Draper 250 889-4196

Begin forwarded message:

From: "Today's News Online GCPE:EX" < tno@gov.bc.ca>

Date: April 6, 2014 at 9:47:25 AM PDT

Subject: CHNL: Horsfield - CUPE negotiations

CHNL (Kamloops)

06-Apr-2014 09:03

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Potential Support Staff Bargaining Dates

From: Renzo Del Negro <renzod@bcpsea.bc.ca>

To: cameron.dow@sd6.bc.ca, Jim.colquhoun@sd23.bc.ca,

pante_l@surreyschools.ca, jstrain@deltasd.bc.ca, jhorsley@vsb.bc.ca,

kgomez@sd52.bc.ca, jchurchley@sd73.bc.ca, Laura Buchanan

<laurab@bcpsea.bc.ca>, Lauren Kullar <laurenk@bcpsea.bc.ca>, Leanne
Bowes <leanneb@bcpsea.bc.ca>, Renzo Del Negro <renzod@bcpsea.bc.ca>,

tammy.sowinski@shawcable.com

Cc: Ken.Dawson@gov.bc.ca, Christina.Zacharuk@gov.bc.ca, Mike Roberts

<miker@bcpsea.bc.ca>, Dawson, Ken PSEC:EX, Zacharuk, Christina

PREM:EX

Sent: April 11, 2014 12:30:51 PM PDT Received: April 11, 2014 12:34:21 PM PDT

Attachments: image001.jpg

Hello All,

Here are the potential dates CUPE has available for provincial framework discussions. Because of travel we prefer blocks of time vs single days. Could you please let me know your availability for the following:

May 5

May 6

May 7

May 8

May 9

May 12

May 13

May 14

May 15

June 3

June 4

June 5

June 6

June 16

June 17

June 18

June 19

June 20

June 23

June 24

Regards,

Renzo Del Negro Associate Executive Director

direct 604.730.4511 s.22

fax 604.730.0787

BCPSEA on Twitter | BCPSEA on Facebook | www.bcpsea.bc.ca



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From: Renzo Del Negro <renzod@bcpsea.bc.ca>

To: Ken Dawson < Ken.Dawson@gov.bc.ca>, Leanne Bowes

<leanneb@bcpsea.bc.ca>, Tammy Sowinski

<tammy.sowinski@shawcable.com>, Cameron Dow <cameron.dow@sd6.bc.ca>,

Jim Colquhoun <jim.colquhoun@sd23.bc.ca>, Loris Pante

<pante_l@surreyschools.ca>, Joe Strain <jstrain@deltasd.bc.ca>, Joann Horsley
<jhorsley@vsb.bc.ca>, Kathy Gomez <kgomez@sd52.bc.ca>, John Churchley

<jchurchley@sd73.bc.ca>, Paige EDUC:EX MacFarlane

<paige.macfarlane@gov.bc.ca>, Dawson, Ken PSEC:EX, MacFarlane, Paige

EDUC:EX

Cc: Mike Roberts <miker@bcpsea.bc.ca>, Christina Zacharuk

<Christina.Zacharuk@gov.bc.ca>, Zacharuk, Christina PREM:EX

Sent: April 15, 2014 11:02:54 AM PDT Received: April 15, 2014 11:03:09 AM PDT

FYI - The following was sent to CUPE this morning.

Renzo Del Negro

Associate Executive Director

BC Public School Employers' Association (BCPSEA)

s.22

Sent from my iPhone

Begin forwarded message:

From: "Renzo Del Negro" < renzod@bcpsea.bc.ca>

Date: April 15, 2014 at 9:37:25 AM PDT

To: "Rob Hewitt" < rhewitt@cupe.ca>
Cc: "Mike Roberts" < miker@bcpsea.bc.ca>

Subject: \$.13;

Hello Rob, s.13; s.17

Renzo Del Negro Associate Executive Director BC Public School Employers' Association (BCPSEA) s.22

Sent from my iPhone

Provincial Support Staff Bargaining Discussions Update

From: Renzo Del Negro <renzod@bcpsea.bc.ca>

To: cameron.dow@sd6.bc.ca, Jim.colquhoun@sd23.bc.ca,

pante_l@surreyschools.ca, jstrain@deltasd.bc.ca, jhorsley@vsb.bc.ca, kgomez@sd52.bc.ca, jchurchley@sd73.bc.ca, paige.macfarlane@gov.bc.ca, Ken.Dawson@gov.bc.ca, Laura Buchanan <laurab@bcpsea.bc.ca>, Lauren Kullar <laurenk@bcpsea.bc.ca>, Leanne Bowes <leanneb@bcpsea.bc.ca>,

Renzo Del Negro <renzod@bcpsea.bc.ca>,

tammy.sowinski@shawcable.com, MacFarlane, Paige EDUC:EX, Dawson,

Ken PSEC:EX

Cc: Mike Roberts <miker@bcpsea.bc.ca>, Rick.Davis@gov.bc.ca,

Christina.Zacharuk@gov.bc.ca, Laura Buchanan <laurab@bcpsea.bc.ca>,

Davis, Rick EDUC:EX, Zacharuk, Christina PREM:EX

Sent: April 17, 2014 10:24:31 AM PDT Received: April 17, 2014 10:28:33 AM PDT

Attachments: image001.jpg
Hello Bargaining Team and others,

We are confirmed for the following June dates:

June 3-5 June 16-20 June 23-24

I will send Calendar appointments but in the event they don't get into your calendar please update your calendar manually. I will send them for the full day and update them as required. I understand you may not be able to make each session so we will proceed with those that are available. We won't be able to find dates between now and June 30th where all of us will be available all the time

BCPSEA will meet with CUPE on May 6th or 7th for protocol and process discussions. There is no need to fly the whole team in for this. I will send an update following that meeting.

s.13; s.17; s.22

I will also try and set up a time to meet or conference before we start on June 3rd.

If you have any questions, comments or concerns, please give me a call at any time to discuss.

Regards,

Renzo Del Negro Associate Executive Director

direct 604.730.4511 s.22 ax 604.730.0787

BCPSEA on Twitter | BCPSEA on Facebook | www.bcpsea.bc.ca



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From: Renzo Del Negro <renzod@bcpsea.bc.ca>

To: rldstrategies@gmail.com

Cc: Christina.Zacharuk@gov.bc.ca, Ken.Dawson@gov.bc.ca,

miker@bcpsea.bc.ca, Zacharuk, Christina PREM:EX, Dawson, Ken PSEC:EX

Sent: April 24, 2014 5:51:23 PM PDT Received: April 24, 2014 5:53:33 PM PDT

Attachments: image001.jpg

Hello Lee,

s.13; s.17

Regards,

Renzo Del Negro Associate Executive Director

direct 604.730.4511 cel fax 604.730.0787

BCPSEA on Twitter | BCPSEA on Facebook | www.bcpsea.bc.ca



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FW: CUPE K-12 Notice to Bargain

From: Renzo Del Negro <renzod@bcpsea.bc.ca>

To: Leanne Bowes <leanneb@bcpsea.bc.ca>, Mike Roberts

<miker@bcpsea.bc.ca>, Deborah Stewart <deborahs@bcpsea.bc.ca>, Lauren

Kullar < laurenk@bcpsea.bc.ca>, Ken.Dawson@gov.bc.ca,

paige.macfarlane@gov.bc.ca, Christina.Zacharuk@gov.bc.ca, Dawson, Ken PSEC:EX, MacFarlane, Paige EDUC:EX, Zacharuk, Christina PREM:EX

Sent: April 28, 2014 3:45:07 PM PDT Received: April 28, 2014 3:48:28 PM PDT

Attachments: image002.jpg, image001.png, Notice to Bargain K-12 Prov Framework April 14

Letterhead.docx

FYI - Just Administration

Regards,

Renzo Del Negro Associate Executive Director

direct 604.730.4511 s.22 ax 604.730.0787

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From: Sandra Lenuik [mailto:slenuik@cupe.ca]

Sent: April-28-14 3:41 PM **To:** Renzo Del Negro

Cc: Rob Hewitt; John Horsfield **Subject:** CUPE K-12 Notice to Bargain

Hello Renzo,

Please find the attached letter from Marcel Marsolais. A hard copy of the attached will be sent to you via Canada Post.

Thank you, Sandra

Sandra Lenuik
Secretary, CUPE Kelowna Area Office
303 - 1912 Enterprise Way
Kelowna, BC
V1Y 9S9
Phone (250) 762-7919
Fax (250) 762-9905
slenuik@cupe.ca



Notice to Bargain K-12 Prov Framework April 14 Letterhead.docx



VIA EMAIL

April 28, 2014

Renzo Del Negro BCPSEA 400-1333 West Broadway, Vancouver BC V6H 4C1

Dear Mr. Del Negro:

Re: Renewal of Provincial Framework Agreement Expiring June 30, 2014

On behalf of the CUPE K12 President's Council, we hereby serve Notice to Bargain the Provincial Framework Agreement in accordance with the Labour Relations Code of British Columbia.

Yours truly,

Marcel Marsolais; Chair K12 Presidents Council

cc: R. Hewitt and J. Horsfield, K-12 Coordinators

le cope 491 C; CUPL K-12 Locals 140422 K-12 Notice to Bargain Lemplate.docx

Protocol Agreement - Signed - 2014-05-06.pdf

CUPE & BCPSEA Support Staff Provincial Discussions 2014

Guiding Principles

- The parties will schedule meetings to minimize costs. Where circumstances necessitate a change in the scheduled venue, the parties will discuss and resolve in advance of the scheduled session.
- A mechanism will be adopted to include representation for those employees represented by non CUPE locals.
- 3. Agenda items for each session will be set in advance of the next session.
- The parties will endeavour to provide 48 hours advance notice of any cancellation of a scheduled meeting.
- Each party will exchange a complete set of items for discussion by June 3, 2014. Each party will notify their member Locals/member Boards of these items and recommend to their members to place these items in abeyance pending the outcome of this process.
- Either party may call a caucus at any time. If it is or becomes evident that a caucus meeting will exceed 30 minutes, the party will inform the other party as soon as possible and advise the anticipated time to reconvene.
- 7. Communications with constituents Each party will inform its constituents in the manner it considers to be appropriate. Any reporting out of table discussions shall only occur outside of these meetings. It is agreed that all members party to the discussions are aware of the need for security and confidentiality of certain sensitive information provided and discussed during these sessions. Either party will advise when it considers certain information sensitive.
- 8. When an agreement is reached there will be an immediate twenty four (24) hour (or as mutually agreed) freeze on any release (including social media releases) to the media by either Party. The Parties agree to inform only their respective Locals/member Boards during this period. Locals/member Boards will be informed of this freeze period.
- 9. Each party will make every effort to provide to the other party a copy of any official press release in advance of the release.
- It would be the intent that at the conclusion of this process the parties will draft a letter of agreement and recommend the terms in the letter to its member Locals/member Boards to be incorporated into their final memorandum of agreement.
- 11. The Parties agree that under the current mandate Boards of Education are not required to provide a savings plan setting out how they will pay for increases arising out of a Provincial Framework Agreement. Funding for the Provincial Framework Agreement will be included in operating grants to Boards of Education.
- 12. Either party may bring resource people to the session as needed with advance notice.
- The parties will endeavor to explore options with respect to the costs associated with provincial discussions.

Signed this 6th day of May

Renzo Del Negro

British Columbia Public School

Employers' Association

Signed this 6th day of May

John Horsfield

Canadian Union of Public Employees

Page 2 of 2

FW: CUPE K12 SS - Process and Protocol Agreement

From: Dawson, Ken PSEC:EX <Ken.Dawson@gov.bc.ca>

To: Zacharuk, Christina PSEC:EX < Christina. Zacharuk@gov.bc.ca>, Zacharuk,

Christina PREM:EX

Sent: May 13, 2014 3:00:00 PM PDT Received: May 13, 2014 3:00:02 PM PDT

Attachments: Protocol Agreement - Signed - 2014-05-06.pdf, image001.jpg

Just fyi.

Items 8 and 11 took up all the discussion time.

From: Lauren Kullar [mailto:laurenk@bcpsea.bc.ca]

Sent: May-13-14 12:48 PM To: Dawson, Ken PSEC:EX

Cc: Leanne Bowes

Subject: RE: CUPE K12 SS - Process and Protocol Agreement

Hi Ken,

Attached is the signed protocol agreement as per your request.

Regards,

Lauren Kullar Labour Relations Research Analyst

0.22

direct 604.730.4543 cel^{S.22} fax 604.730.0787

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From: Dawson, Ken PSEC:EX [mailto:Ken.Dawson@gov.bc.ca]

Sent: Tuesday, May 13, 2014 9:46 AM **To:** Leanne Bowes; Lauren Kullar

Subject: CUPE K12 SS - Process and Protocol Agreement

Hi there

Could one of you send me a copy of the signed Process and Protocol agreement from last week? (Not sure who has it)

Thanks,

Ken

Protocol Agreement - Signed - 2014-05-06.pdf	

CUPE & BCPSEA Support Staff Provincial Discussions 2014

Guiding Principles

- The parties will schedule meetings to minimize costs. Where circumstances necessitate a change in the scheduled venue, the parties will discuss and resolve in advance of the scheduled session.
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- Each party will exchange a complete set of items for discussion by June 3, 2014. Each party
 will notify their member Locals/member Boards of these items and recommend to their
 members to place these items in abeyance pending the outcome of this process.
- Either party may call a caucus at any time. If it is or becomes evident that a caucus meeting will exceed 30 minutes, the party will inform the other party as soon as possible and advise the anticipated time to reconvene.
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- 12. Either party may bring resource people to the session as needed with advance notice.
- The parties will endeavor to explore options with respect to the costs associated with provincial discussions.

Signed this 6th day of May

Renzo Del Negro

British Columbia Public School

Employers' Association

Signed this 6th day of May

John Horsfield

Canadian Union of Public Employees

From: Renzo Del Negro <renzod@bcpsea.bc.ca>

To: cameron.dow@sd6.bc.ca, Jim.colguhoun@sd23.bc.ca,

pante_l@surreyschools.ca, jstrain@deltasd.bc.ca, jhorsley@vsb.bc.ca, kgomez@sd52.bc.ca, jchurchley@sd73.bc.ca, paige.macfarlane@gov.bc.ca, Ken.Dawson@gov.bc.ca, Lauren Kullar <laurenk@bcpsea.bc.ca>, Leanne Bowes <leanneb@bcpsea.bc.ca>, tammy.sowinski@shawcable.com,

s.22 , MacFarlane, Paige EDUC:EX, Dawson, Ken PSEC:EX

Cc: cmcintyre@sd52.bc.ca, Mike Roberts <miker@bcpsea.bc.ca>,

Christina.Zacharuk@gov.bc.ca, XT:McIntyre, Cam EDUC:IN, Zacharuk,

Christina PREM:EX

Sent: May 21, 2014 12:38:40 PM PDT

Received: May 21, 2014 12:41:49 PM PDT

Attachments: s.13; s.17 s.13; s.14; s.17

s.13; s.14; s.17

Hello Support Staff Bargaining Team,

s.13; s.17

s.13; s.17 s.15

Regards,

Renzo Del Negro Associate Executive Director

s.22

direct 604.730.4511 s.22

fax 604.730.0787

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Page 082 of 302 to/à Page 083 of 302

Withheld pursuant to/removed as

Page 084 of 302 to/à Page 086 of 302

Withheld pursuant to/removed as

s.13; s.14; s.17

From: Davis, Rick EDUC:EX <Rick.Davis@gov.bc.ca>, Davis, Rick EDUC:EX

s.15

To: Zacharuk, Christina PSEC:EX <Christina.Zacharuk@gov.bc.ca>, Dawson, Ken

PSEC:EX <Ken.Dawson@gov.bc.ca>, Zacharuk, Christina PREM:EX

Cc: MacFarlane, Paige EDUC:EX <paige.macfarlane@gov.bc.ca>, Davis, Rick

EDUC:EX <Rick.Davis@gov.bc.ca>

Sent: May 29, 2014 9:39:24 AM PDT Received: May 29, 2014 9:39:26 AM PDT

s.13; s.17

From: MacFarlane, Paige EDUC:EX Sent: Thursday, May 29, 2014 9:37 AM

To: 'Renzo Del Negro (renzod@bcpsea.bc.ca)' (renzod@bcpsea.bc.ca)

Cc: Roberts, Mike X EDUC:EX; Davis, Rick EDUC:EX; Dawson, Ken PSEC:EX; Coburn, Lindsay PSEC:EX; Wensley,

Stacey EDUC:EX Subject: s.13; s.17

Hi Renzo – Rick and I have chatted about our availability for upcoming support staff bargaining dates – here's the scoop:

June 3-4-5 – Paige

- June 16 Paige
- June 17 Rick
- June 18-19 Paige
- June 20 Rick
- June 23-24 Rick

Let me know if you have any questions – thanks.

Paige MacFarlane

Assistant Deputy Minister I Partner Relations I Ministry of Education

Office: 250-356-0891 I Mobile: 250-415-7545

paige.macfarlane@gov.bc.ca

www.bcedplan.ca twitter: @edupaige Page 088 of 302 to/à Page 090 of 302

Withheld pursuant to/removed as

From: Wilson, Barbara A PSEC:EX <Barbara.Wilson@gov.bc.ca>, Wilson, Barbara A

PSEC:EX </O=BCGOVT/OU=VICTORIA1/CN=PSEC/CN=BAWILSON>

To: Roberts, Mike X EDUC:EX <Mike.X.Roberts@gov.bc.ca>,

miker@bcpsea.bc.ca, 'miker@bcpsea.bc.ca'

Cc: XT:HLTH Marchbank, Michael <MichaelM@heabc.bc.ca>, Zacharuk, Christina

PSEC:EX <Christina.Zacharuk@gov.bc.ca>, MacFarlane, Paige EDUC:EX

<paige.macfarlane@gov.bc.ca>, Coburn, Lindsay PSEC:EX
<Lindsay.Coburn@gov.bc.ca>, Dawson, Ken PSEC:EX
<Ken.Dawson@gov.bc.ca>, Zacharuk, Christina PREM:EX

Sent: June 5, 2014 2:43:26 PM PDT Received: June 5, 2014 2:43:27 PM PDT

Attachments: s.13; s.17

Please find attached signed documentation for your permanent records.

Thank you.

Barbara Wilson Executive Coordinator PSEC Secretariat 210 - 880 Douglas St Victoria BC V8W 2B7 Tel: 250 356-6879

Mobile: 250 213-7059

E-mail: Barbara.Wilson@gov.bc.ca

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Page 092 of 302 to/à Page 094 of 302

Withheld pursuant to/removed as

From: Zacharuk, Christina PREM:EX < Christina. Zacharuk@gov.bc.ca>

To: Davis, Rick EDUC:EX, MacFarlane, Paige EDUC:EX
Cc: rldstrategies@gmail.com, Dawson, Ken PSEC:EX

Sent: June 5, 2014 11:30:23 PM PDT Received: June 5, 2014 11:30:00 PM PDT

Attachments: s.13; s.17

s.13; s.17

Thanks! CZ

From: Renzo Del Negro [mailto:renzod@bcpsea.bc.ca]

Sent: Thursday, June 5, 2014 10:52 PM

To: Zacharuk, Christina PSEC:EX

Subject: s.13; s.17 Importance: High

s.13; s.14; s.17

Regards,

Renzo Del Negro Associate Executive Director

direct 604.730.4511 s.22

iax 604.730.0787

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Page 096 of 302 to/à Page 102 of 302

Withheld pursuant to/removed as

s.13; s.14; s.17

From: Horsman, Karen JAG:EX <Karen.Horsman@gov.bc.ca>, Horsman, Karen

s.15

To: Zacharuk, Christina PSEC:EX < Christina. Zacharuk@gov.bc.ca>, Zacharuk,

Christina PREM:EX

Sent: June 6, 2014 7:22:01 AM PDT Received: June 6, 2014 7:22:02 AM PDT

Sure, I am at my desk and will look at it now.

From: Zacharuk, Christina PSEC:EX **Sent:** Friday, June 6, 2014 7:20 AM

To: Horsman, Karen JAG:EX

Subjects.13; s.17

s.13; s.17

Sent from my iPhone

Begin forwarded message:

From: "Zacharuk, Christina PSEC:EX" < Christina.Zacharuk@gov.bc.ca

Date: June 5, 2014 at 11:31:38 PM PDT

To: "Foweraker, Jonathan PSEC:EX" < Jonathan. Foweraker@gov.bc.ca>

Subject: S.13; S.17

From: Zacharuk, Christina PSEC:EX Sent: Thursday, June 5, 2014 11:30 PM

To: Davis, Rick EDUC:EX; MacFarlane, Paige EDUC:EX **Cc:** <u>rldstrategies@gmail.com</u>; Dawson, Ken PSEC:EX

Subject:s.13; s.17 Importance: High

From: Renzo Del Negro [mailto:renzod@bcpsea.bc.ca]

Sent: Thursday, June 5, 2014 10:52 PM

To: Zacharuk, Christina PSEC:EX Subject: \$.13; \$.14; \$.17

Importance: High

s.13; s.14; s.17

Regards,

Renzo Del Negro Associate Executive Director

direct 604.730.4511 \$.22 fax 604 730 0787

BCPSEA on Twitter | BCPSEA on Facebook | www.bcpsea.bc.ca

From: Leanne Bowes <leanneb@bcpsea.bc.ca>

To: Christina.Zacharuk@gov.bc.ca, Ken.Dawson@gov.bc.ca, Zacharuk, Christina

PREM:EX, Dawson, Ken PSEC:EX

Sent: June 6, 2014 9:01:23 AM PDT Received: June 6, 2014 9:01:43 AM PDT

Attachments: s.13; s.17

FYI - draft docs

Leanne Bowes Labour Relations Consultant

s.22

direct 604.730.4509 cell fax 604.730.0787

BCPSEA on Twitter | BCPSEA on Facebook | www.bcpsea.bc.ca



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----Original Message-----

From: tammy.sowinski@shawcable.com [mailto:tammy.sowinski@shawcable.com]

Sent: Friday, June 06, 2014 9:00 AM

To: Leanne Bowes Cc: Renzo Del Negro Subject: \$.13; \$.17

For discussion and potential tabling

Page 106 of 302 to/à Page 117 of 302

Withheld pursuant to/removed as

From: Renzo Del Negro <renzod@bcpsea.bc.ca>

To: cameron.dow@sd6.bc.ca, Jim.colquhoun@sd23.bc.ca, jstrain@deltasd.bc.ca,

jhorsley@vsb.bc.ca, jchurchley@sd73.bc.ca, Jonathan.Foweraker@gov.bc.ca,

paige.macfarlane@gov.bc.ca, Christina.Zacharuk@gov.bc.ca,

Ken.Dawson@gov.bc.ca, Lauren Kullar <laurenk@bcpsea.bc.ca>, Leanne

Bowes <leanneb@bcpsea.bc.ca>, s.22

Foweraker, Jonathan PSEC:EX, MacFarlane, Paige EDUC:EX, Zacharuk, Christina PREM:EX, Dawson, Ken PSEC:EX

Sent: June 6, 2014 11:55:36 AM PDT Received: June 6, 2014 11:55:53 AM PDT

Attachments: s.13; s.17

FYI – Latest Revision from \$.22

Regards,

Renzo Del Negro Associate Executive Director

direct 604.730.4511 cel s.22 fax 604.730.0787

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From: Lauren Kullar

Sent: June-06-14 11:54 AM

To: Renzo Del Negro Subject:s.13; s.17

s.22

Hi Renzo; Here is the attachment from

Lauren Kullar Labour Relations Research Analyst

.....s.22

direct 604.730.4543 cell fax 604.730.0787

'aaabaalalaanaa baaaaa l

BCPSEA on Twitter | BCPSEA on Facebook | www.bcpsea.bc.ca



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s.22

From:

Sent: Friday, June 06, 2014 11:41 AM

To: Lauren Kullar Subject:s.22

Hi Lauren

s.22

Attached is a further revised version of the pay recovery documents incorporating think is a quite useful addition. suggestion which I Page 120 of 302 to/à Page 143 of 302

Withheld pursuant to/removed as

From: Leanne Bowes <leanneb@bcpsea.bc.ca>

To: Renzo Del Negro <renzod@bcpsea.bc.ca>, cameron.dow@sd6.bc.ca,

Jim.colquhoun@sd23.bc.ca, jstrain@deltasd.bc.ca, jhorsley@vsb.bc.ca,

jchurchley@sd73.bc.ca, Jonathan.Foweraker@gov.bc.ca, paige.macfarlane@gov.bc.ca, Christina.Zacharuk@gov.bc.ca, Ken.Dawson@gov.bc.ca, Lauren Kullar <laurenk@bcpsea.bc.ca>,

Foweraker, Jonathan

PSEC:EX, MacFarlane, Paige EDUC:EX, Zacharuk, Christina PREM:EX,

Dawson, Ken PSEC:EX

Sent: June 7, 2014 3:58:47 PM PDT Received: June 7, 2014 3:59:09 PM PDT

Attachments:

s.13; s.17

Embargoed until Sunday 8pm

Hello all,

Please find attached the final support staff framework document

Great working with you all! Leanne.

Leanne Bowes Labour Relations Consultant

direct 604.730.4509 cel

fax 604.730.0787

BCPSEA on Twitter | BUPSEA on Facebook | www.bcpsea.bc.ca



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Page 145 of 302 to/à Page 181 of 302

Withheld pursuant to/removed as

From: Christina.Zacharuk@gov.bc.ca, Zacharuk, Christina PREM:EX

<Christina.Zacharuk@gov.bc.ca>

To: Lee Doney <rldstrategies@gmail.com>, Neil PREM:EX Sweeney

<Neil.Sweeney@gov.bc.ca>, Matthew Stickney <Matthew.Stickney@gov.bc.ca>, Rob

EDUC:EX Wood < Rob. Wood@gov.bc.ca>, Paige EDUC:EX MacFarlane

<paige.macfarlane@gov.bc.ca>, Rick EDUC:EX Davis <Rick.Davis@gov.bc.ca>, Ken Dawson <Ken.Dawson@gov.bc.ca>, Kindree Draper <Kindree.Draper@gov.bc.ca>,

Mike X EDUC:EX Roberts <miker@bcpsea.bc.ca>, Michael Marchbank

<MichaelM@heabc.bc.ca>, Renzo Del Negro <renzod@bcpsea.bc.ca>, John Paul

GCPE:EX Fraser < JohnPaul.Fraser@gov.bc.ca>, Corrie EDUC:EX Delisle

<Corrie.Delisle@gov.bc.ca>, Robert GCPE:EX Pauliszvn <Robert.Pauliszyn@gov.bc.ca>, Peter Camerons.22

Sweeney, Neil PREM:EX, Stickney, Matthew EDUC:EX, Wood, Rob EDUC:EX,

MacFarlane, Paige EDUC:EX, Davis, Rick EDUC:EX, Dawson, Ken PSEC:EX, Draper,

Kindree PSEC:EX, XT:HLTH Marchbank, Michael, Fraser, John Paul GCPE:EX,

Delisle, Corrie EDUC:EX, Pauliszyn, Robert PSEC:EX

June 7, 2014 4:16:25 PM PDT Sent:

Received: June 7, 2014 4:16:26 PM PDT

Signed!

s.13; s.17

Sent from my iPhone

RE: RAPID REVIEW PROTOCOL: June 8 Draft message and news release; AND June 9 draft news release

From: Deborah Stewart <deborahs@bcpsea.bc.ca>

To: Pauliszyn, Robert GCPE:EX <Robert.Pauliszyn@gov.bc.ca>, Draper, Kindree

PSEC:EX <Kindree.Draper@gov.bc.ca>, Pauliszyn, Robert PSEC:EX

Cc: Mike Roberts <miker@bcpsea.bc.ca>, Renzo Del Negro

<renzod@bcpsea.bc.ca>

Sent: June 8, 2014 3:54:39 PM PDT Received: June 8, 2014 3:54:57 PM PDT

Attachments: image001.jpg, 00-DS-June 8-BCPSEA reaches tentative framework

agreement with support staff unions.pdf

Here you are.

Deborah Stewart

Senior Human Resources Consultant 400 – 1333 West Broadway Vancouver BC V6H 4C1 D: 604 730 4506 \$.22 | F: 604 730 0787 deborahs@bcpsea.bc.ca www.bcpsea.bc.ca



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From: Pauliszyn, Robert GCPE:EX [mailto:Robert.Pauliszyn@gov.bc.ca]

Sent: Sunday, June 08, 2014 3:53 PM

To: Deborah Stewart; Draper, Kindree PSEC:EX

Cc: Mike Roberts; Renzo Del Negro

Subject: RE: RAPID REVIEW PROTOCOL: June 8 Draft message and news release; AND June 9 draft news release

Hi Deborah, can you send me final PDF of tonight's release as soon as possible. I will send them on embargoed basis to my contacts at the Vancouver Sun, The Province, and the Globe and Mail along with the Ministry release sometime shortly after 4 pm.

From: Deborah Stewart [mailto:deborahs@bcpsea.bc.ca]

Sent: Sunday, June 8, 2014 2:59 PM

To: Draper, Kindree PSEC:EX

Cc: Pauliszyn, Robert GCPE:EX; Mike Roberts; Renzo Del Negro

Subject: RAPID REVIEW PROTOCOL: June 8 Draft message and news release; AND June 9 draft news release

Importance: High

Kindree, for the review process: The following message and "June 8" news release attached will be distributed to boards of education at 8:00 tonight.

This will be followed by the "June 9" news release tomorrow morning.

The news releases have been approved by Mike and Renzo, and shared with CUPE. Our understanding at this point is we are not looking for changes to the releases but rather whether there is any wording that raises specific concerns.

Thanks.

This e-mail was sent to Trustee Representatives, Board Chairs, Superintendents, Secretary Treasurers, HR Contacts

We are pleased to advise that after five intense and productive days of bargaining, we have achieved a tentative Framework Agreement with representatives of the Canadian Union of Public Employees (CUPE) and other unions representing support staff in the K-12 public education sector.

A news release announcing the agreement is attached for your information.

BCPSEA has set up conference calls for **Monday**, **June 9**, **2014** to provide further details. As we want to accommodate every district on a single line all and lines are limited, **wherever possible**, **we ask that callers share telephone connections (i.e., call in as a group with no more than 2-3 lines per district)** to ensure everyone can get on the call.

Call details are as follows:

Date: Monday, June 9, 2014

Time: 8:00 am - 9:00 am

Dial in: 1 866 365 4409; Access Code: 7304518#

MIKE ROBERTS – interim CEO direct 604.730.4519 cel^{s.22}

fax 604.730.0787

BCPSEA on Twitter | BCPSEA on Facebook | www.bcpsea.bc.ca



00-DS-June 8-BCPSEA reaches tentative framework agreement with support staff unions.pdf		

Page 186 of 302

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Provincial Framework Agreement and News Release

From: Deborah Stewart <deborahs@bcpsea.bc.ca>

To: Kindree.Draper@gov.bc.ca, Draper, Kindree PSEC:EX

Sent: June 9, 2014 8:47:29 AM PDT Received: June 9, 2014 9:08:16 AM PDT

Attachments: 00-DS-June 9-Details of BCPSEA agreement with support staff unions.pdf,

image001.jpg, S4- Final Package - June 7 1530pm.pdf

This e-mail was sent to Trustee Representatives, Board Chairs, Superintendents, Secretary Treasurers, HR Contacts

Further to our news release last evening and our conference call this morning, attached please find a copy of the Provincial Framework Agreement reached with the K-12 Presidents' Council, as well as another news release issued this morning. These documents will also be available on our public website this morning.

Please contact your BCPSEA liaison if you have any questions.

Deborah Stewart

Senior Human Resources Consultant 400 – 1333 West Broadway Vancouver BC V6H 4C1 D: 604 730 4506 | C:s.22 | F: 604 730 0787 deborahs@bcpsea.bc.ca www.bcpsea.bc.ca



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00-DS-June 9-Details of BCPSEA agreement with support staff	
unions.pdf	

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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.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than November 30, 2014.

1. Term

July 1, 2014 to June 30, 2019.

2. Wage Increases

Wages will increase by 5.5%. Increases will be effective on the following dates:

- July 1, 2015 1.0%
- May 1, 2016 Economic Stability Dividend
- July 1, 2016 0.5%
- May 1, 2017 1.0% plus Economic Stability Dividend
- July 1, 2017 0.5%
- May 1, 2018 1.0% plus Economic Stability Dividend
- July 1, 2018 0.5%
- May 1, 2019 1.0% plus Economic Stability Dividend

The terms of the Economic Stability Dividend are described in Appendix A.

3. Employee Support Grant

BCPSEA, the Unions and the Government 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 the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix B.

4. Benefits Standardization

The Parties agree to pursue a voluntary standardized extended health plan to be implemented during the term of the collective agreement in accordance with the terms laid out in Appendix C.

5. The Support Staff Education and Adjustment Committee (SSEAC)

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

- a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- b) a study of the potential for regionalization of wages
- c) an exploration of the potential for a standardized extended health and dental benefit plan
- d) recommendations to address issues associated with hours of work and service delivery
- e) a review of practices in districts having modified school calendars and the resulting impact on support staff
- f) skills enhancement for support staff

There will be a total of \$100,000 of annual funding allocated for the purposes set out above commencing July 1, 2015. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

6. Education Assistants Committee

- a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.
- d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.
- e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.

f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

7. Learning Improvement Fund - Support Staff

The funds stipulated in Item 1 of the LOA – Learning Improvement Fund: Support Staff Priorities (Appendix D) are the greater of \$10 million or 20% of the LIF commencing on July 1, 2015. These funds will be allocated to School Districts in accordance with the following principles as per established SSEAC procedures:

- a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.
- In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.
- c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.
- d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA's in circumstances of changing enrollment throughout the school year.
- e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA's are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.
- SSEAC will receive the jointly agreed plans from school districts and locals.
- g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.
- h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.
- i) If permitted by legislation and regulation, a one-time allocation of \$2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.

PEBT

a) Date adjustment for the annual funding of the PEBT LTD plan:

Change the date of the annual funding payment of \$19,428,240 provided by the Ministry of Education from January 1 to April 1 of each year, commencing April 1, 2015. Thereafter the Ministry of Education will provide the PEBT with \$19,428,240 each April 1.

The annual contribution period will continue to be based on the calendar year.

Recognizing the impact on interest earnings as a result of the three (3) month delay in 2015, the PEBT will be provided with a one-time interest payment by the Ministry of Education of \$300,000 on January 2, 2015.

b) Employee Family Assistance Program (EFAP) services and the PEBT

The Parties request that the PEBT Board undertake a review to assess the viability of administering all support staff EFAP plans.

9. Shared Services

The Parties will write a joint letter to the Ministry seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertakings that may have an impact on support staff positions.

10. 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.

11. Standardized Job Evaluation Study

The Parties will establish a provincial joint job evaluation steering committee (the JE committee) within thirty (30) days following the signing of this framework agreement. The committee is responsible to create a provincial job evaluation plan which may include a regional or local approach. The JE tool will be based upon the CUPE gender neutral job evaluation plan. The Parties agree the plan can be modified to fit the needs of the K-12 sector.

The committee will report out to the Parties at key milestones during the development of the plan. Should any concerns arise during the development they will be discussed and resolved by the Parties at that time.

Upon successful completion of the plan the Parties will identify one local in each of the seven established CUPE regions to pilot the plan prior to full implementation.

12. Job Evaluation Fund

To fund the development work of the JE committee during 2014 the Parties agree to a one-time allocation of \$50,000 from SSEAC.

To facilitate the implementation of the provincial job evaluation plan a fund will be established within SSEAC with an initial one-time allocation of \$250,000 on July 1, 2015 and annually each year thereafter during the term of the framework agreement, for a total of \$1,000,000 in one-time funding.

In addition to the one-time allocations, ongoing annual funds of \$900,000 will be added to the job evaluation fund for implementation purposes at January 2, 2019. Any residual ongoing funds that are available after the implementation of the standardized benefit plan will be added to the job evaluation fund.

13. Provincial Bargaining

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding of \$200,000 to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. This funding will be allocated as of July 1, 2016.

14. Unpaid Work

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

15. Workload Concerns

The Parties agree that employees should be provided with a reasonable workload. Employees with workload concerns are encouraged to bring these concerns to their supervisor or union in order that the concerns can be addressed.

16. Modified Calendar

The parties recognize calendar changes are an area of concern for local support staff unions. For future calendar amendments during the term of the collective agreement the Parties agree to review and compile best practices on existing modified calendars.

The Parties recommend that where boards of education are considering making calendar changes that may have an impact on the income of support staff employees, the support staff union will have the opportunity to provide input prior to the decision being made.

Dated this 7th day of June, 2014.

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

K-12 Presidents' Council and Support Staff Unions	BC Public School Employers' Association & Boards of Education
Marcel Marsolain	Rongo Del regno
	James Kuller
	ha booking
Cardys, Snitt	allan Chell
ballon-	L. W. Lowier .
The OC	Theanne Sowes
Runglaw	Ja Strain
Juin Dellu	Of Cal
	Local Andrew
Gills Janse	
Charles of the	
Children of the second of the	

LETTER OF AGREEMENT

BETWEEN: BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND K-12 PRESIDENTS COUNCIL

Re ECONOMIC STABILITY DIVIDEND

Definitions

In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the Budget Transparency and Accountability Act, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the Financial Administration Act [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" Is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

- 2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
- 3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
- 4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

- 5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
- 6. The timing in each calendar year will be as follows:
 - (i) February Budget Forecast GDP for the upcoming calendar year;
 - (ii) November of the following calendar year Real GDP published for the previous calendar year;
 - (iii) November Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
- 7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 Forecast GDP for calendar 2015;
- (ii) November 2016 Real GDP published for calendar 2015;
- (iii) November 2016 Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

Letter of Agreement ("Letter")

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•	C-1.1	M.		_		-

BC Public School Employers Association ("BCPSEA")

And:

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

And:

Her Majesty the Queen in Right of the Province of BC as Represented by the Ministry of Education ("the Government")

Re: Employee Support Grant for May/June 2014

- BCPSEA, the Unions and the Government agree that employees covered by collective
 agreements between Boards of Education and the Unions may recover wages lost as a result of legal
 strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA during May and June
 2014 as set out in this letter.
- 2. Subject to the terms of this Letter:
- (a) Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.
- (b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
- (c) If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
- 3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7 th	, 2014 by:
Reyo Del negro BCPSEA	Marcel Marsolaer K-12 Presidents' Council
Ministry of Education on behalf of Her Majesty in Right of the Province of BC	

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

And:

Her Majesty the Queen in Right of the Province of BC as Represented by the Ministry of Education (the "Government")

Re: Employee Support Grant for after June 30, 2014

- This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may 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, 2014.
- 2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.
- 3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.
- 4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
- 5. If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
- 6. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7th	, 2014 by:
Renzo Del regno BCPSER	Marcel Marsolain K-12 Presidents' Council
Ministry of Education on behalf of Her Majesty in Right of the Province of BC	

Provincial Support Staff Extended Health Benefit Plan

TERMS OF REFERENCE BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND

K-12 PRESIDENTS COUNCIL

Re: Exploration of a Greater Standardization of Benefits Plans

The parties agree to move to an optional standardized provincial extended health benefits plan (standardized plan) which would include the majority of support staff members. To further such change the parties agree to form a working committee with the goal of achieving agreement on a standardized extended health benefits plan.

Terms of Reference:

- The committee will consist of no more than 4 members of the K-12 Presidents' Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10th, 2014.
- The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.
- 3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.
- 4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.
- 5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.
- Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.
- BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of \$3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.
- Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.

9.	 The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13th, 2014 or a mutual agreed upon day. 			

APPENDIX D

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS REPRESENTED BY THE MINISTRY OF EDUCATION

RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities

WHEREAS:

The Ministry has established and maintains additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant (EA) work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties hereby agree as follows:

 Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of \$10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.

- 2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.
- 3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
- 4. This letter replaces the letter between the parties signed December 14th, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

	_+5		
Original signed on June	<u>Z</u>	2014 b	y:

Pauliszyn, Robert GCPE:EX <Robert.Pauliszyn@gov.bc.ca>, Pauliszyn, Robert From:

GCPE:ÉX </O=BCGOVT/OU=VICTORIA1/CN=BCCOMDIR/CN=RPÁULISZ>

To:

Stickney, Matthew EDUC:EX <Matthew.Stickney@gov.bc.ca>, Davis, Rick EDUC:EX <Rick.Davis@gov.bc.ca>, MacFarlane, Paige EDUC:EX <paige.macfarlane@gov.bc.ca>, Fraser, John Paul GCPE:EX <JohnPaul.Fraser@gov.bc.ca>, Chin, Ben PREM:EX <Ben.Chin@gov.bc.ca>, Sweeney, Neil PREM:EX <Neil.Sweeney@gov.bc.ca>, Draper, Kindree PSEC:EX

<Kindree.Draper@gov.bc.ca>, Zacharuk, Christina PSEC:EX

<Christina.Zacharuk@gov.bc.ca>

Cc: Delisle, Corrie EDUC:EX < Corrie. Delisle@gov.bc.ca>

Sent: June 9, 2014 9:59:21 AM PDT Received: June 9, 2014 9:59:25 AM PDT

Attachments: s.13; s.17

Robert Pauliszyn, Communications Director IGRS & EDUC (250) 213-5096

----Original Message-----

From: Stagg, Linda R GCPE:EX Sent: Monday, June 9, 2014 9:13 AM To: Jacques, Baljinder GCPE:EX

Cc: Green, Ben GCPE:EX; Silver, Matt GCPE:EX; Pauliszyn, Robert GCPE:EX; Keast, Gordon GCPE:EX; Chant, Jon

GCPE:EX

Subject: s.13; s.17

And back to you for review.

Then we'll go prov-wide at 10:30.

My only significant edits were to write out the full names of the BCPSEA and BCTF. Please be sure I got them right.

Linda Stagg

Editor

Government Communications and Public Engagement Government of British Columbia 250 387-4534 | Mobile: 250 882-8673 | Fax: 250 387-6687 linda.stagg@gov.bc.ca

----Original Message----

From: Stagg, Linda R GCPE:EX [mailto:Linda.Stagg@gov.bc.ca]

Sent: Monday, June 9, 2014 9:11 AM

To: Stagg, Linda R GCPE:EX

Subjects.13; s.17

Please refer to the files attached to this email. The following is the summary of the News Release

Document Name: DRAFT.pdf NR Number: Not Approved NR Type: Statement

State: Planned

Planned Release Date: June 9, 2014 at 10:30 am No Lead Organization

Headline: Minister's statement on educational support staff framework agreement

This email was auto-generated.

Page 209 of 302

Withheld pursuant to/removed as



STATEMENT

Not Approved June 9, 2014 Ministry of Education

Minister's statement on educational support staff framework agreement

VICTORIA – Minister of Education Peter Fassbender has released the following statement on the framework agreement reached with education support staff:

"I want to congratulate the support staff unions, led by CUPE, school districts and the British Columbia Public School Employers' Association (BCPSEA) on reaching a negotiated agreement.

"This is wonderful news for 34,000 support workers and their families. From educational assistants who help children with special needs, to bus drivers, custodial staff and office administrators, our students would not flourish and our schools could not function without them.

"Support staff bargaining started this past Tuesday and some tough bargaining took place during a very difficult time in the education system. Over five days, BCPSEA and the support staff unions were able to sit down and to quietly, professionally negotiate a five year deal under the Economic Stability Mandate that provides for wage increases in line with recent B.C. public sector agreements covering nearly 116,000 employees.

"It is an agreement that recognizes the important supports that educational assistants provide to students and classrooms with complex needs. It also acknowledges that support workers, who have been willing and able to negotiate agreements without disrupting students, should not have to lose wages because of the current British Columbia Teachers' Federation strike.

"This is a clear reminder that the bargaining system is not broken. Over the past 13 years, we've successfully negotiated over 850 public sector agreements. But success rests on the parties coming to the table with realistic expectations, flexible solutions and willingness to engage in meaningful bargaining."

Learn More:

For details on the framework agreement, please visit:

http://www.bcpsea.bc.ca/publications/overview/whats-new/14-06-09/Provincial Framework Agreement reached with Support Staff Unions.aspx

For more information on teacher bargaining, visit:

http://www.newsroom.gov.bc.ca/2014/02/teacher-bargaining-information.html or http://www.bcpsea.bc.ca/

Media Contact:

Government Communications and Public Engagement Ministry of Education 250 356-5963

Connect with the Province of B.C. at: www.gov.bc.ca/connect

Page 212 of 302 to/à Page 222 of 302

Withheld pursuant to/removed as

s.12; s.13; s.17

FYI: Education Support Staff reach Provincial Framework Agreement

From: Draper, Kindree PSEC:EX < Kindree. Draper@gov.bc.ca>, Draper, Kindree

PSEC:EX </O=BCGOVT/OU=VICTORIA1/CN=BCCOMDIR/CN=KDRAPER>

To: gmateus@cssea.bc.ca, Tarras, Lynda PSA:EX <Lynda.Tarras@gov.bc.ca>,

Blair Littler <Blair.Littler@rucbc.ca>, Anita Bleick <Anita@psea.bc.ca>,

'gmateus@cssea.bc.ca'

Cc: XT:HLTH Marchbank, Michael < Michael M@heabc.bc.ca>, Mike Roberts

> (miker@bcpsea.bc.ca) <miker@bcpsea.bc.ca>, PSEC <PSECStaff@Victoria1.gov.bc.ca>, Thomas Marshall

<TMarshall@cssea.bc.ca>, Deborah Stewart <deborahs@bcpsea.bc.ca>, Renzo Del Negro (renzod@bcpsea.bc.ca) <renzod@bcpsea.bc.ca>, Peter s.22 Cameron s.22 John C PSA:EX <John.Davison@gov.bc.ca>, rldstrategies@gmail.com,

Georgina Johnson <georgina@psea.bc.ca>, Jabs, Ryan GCPE:EX

<Ryan.Jabs@gov.bc.ca>, Anderson, Kristy GCPE:EX <Kristy.Anderson@gov.bc.ca>, Porter, Rodney GCPE:EX <Rodney.Porter@gov.bc.ca>, Sutherland, Scott GCPE:EX <Scott.Sutherland@gov.bc.ca>, Lancaster, Michael PSA:EX <Michael.Lancaster@gov.bc.ca>, Edwardson, Jamie GCPE:EX <Jamie.Edwardson@gov.bc.ca>, Stewart, Janet GCPE:EX <Janet.Stewart@gov.bc.ca>, Plummer, Glen GCPE:EX

<Glen.Plummer@gov.bc.ca>, Pauliszyn, Robert GCPE:EX <Robert.Pauliszyn@gov.bc.ca>, Lowther, Brett GCPE:EX <Brett.Lowther@gov.bc.ca>, Stickney, Matthew EDUC:EX <Matthew.Stickney@gov.bc.ca>, XT:Thorpe, Roy HLTH:IN

<RoyT@heabc.bc.ca>, Mike Roberts (miker@bcpsea.bc.ca), 'Renzo Del

Negro (renzod@bcpsea.bc.ca)', s.22

'rldstrategies@gmail.com'

June 9, 2014 10:51:03 AM PDT

June 9, 2014 10:51:01 AM PDT Sent:

Attachments:

S4- Final Package - June 7 1530pm.pdf

Hello,

Received:

FYI – a provincial framework was reached over the weekend with education support staff. Attached please find the details that are currently posted to the BCPSEA website as well as the news release information in the body of this email.

News Release

For Immediate Release June 9, 2014

> Highlights of tentative framework agreement with K-12 support staff unions

Copyright

- 30 -

For more information, contact:
Deborah Stewart, Media Liaison
BC Public School Employers' Association
Cell s.22 | Office: 604.730.4506 | www.bcpsea.bc.ca

FW: Signed Agreement BCPSEA/Support Staff

From: MacFarlane, Paige EDUC:EX <paige.macfarlane@gov.bc.ca>, MacFarlane, Paige

EDUC:EX

</O=BCGOVT/OU=VICTORIA1/CN=EDUCDIR/CN=FACILITIES/CN=PMACFARL

>

To: Fayad, Deborah EDUC:EX <Deborah.Fayad@gov.bc.ca>, Kot, Jill EDUC:EX

<Jill.Kot@gov.bc.ca>, Rongve, Ian EDUC:EX <Ian.Rongve@gov.bc.ca>, Allen, Roderick EDUC:EX <Roderick.Allen@gov.bc.ca>, Kot, Jill PREM:EX, Rongve, Ian

HLTH:EX

Cc: Wood, Rob EDUC:EX <Rob.Wood@gov.bc.ca>, Roberts, Mike X EDUC:EX

<Mike.X.Roberts@gov.bc.ca>, Davis, Rick EDUC:EX <Rick.Davis@gov.bc.ca>, Zacharuk, Christina PSEC:EX <Christina.Zacharuk@gov.bc.ca>, Pauliszyn, Robert

GCPE:EX <Robert.Pauliszyn@gov.bc.ca>, Zacharuk, Christina PREM:EX,

Pauliszyn, Robert PSEC:EX

Sent: June 11, 2014 5:32:00 PM PDT Received: June 11, 2014 5:32:02 PM PDT

Attachments: BCPSEA _ Support Staff_ Agreement June 2014.pdf

FYI – for your reading pleasure.

s.12; s.13; s.17

I'm happy to connect on any of this further if you like. Thanks

Paige MacFarlane

Assistant Deputy Minister I Partner Relations I Ministry of Education

Office: 250-356-0891 I Mobile: 250-415-7545

paige.macfarlane@gov.bc.ca

www.bcedplan.ca twitter: @edupaige

From: Dobreci, Rozi EDUC:EX

Sent: Monday, June 9, 2014 10:30 AM

To: Dawson, Ken PSEC:EX

Cc: MacFarlane, Paige EDUC:EX; Coburn, Lindsay PSEC:EX **Subject:** FW: Signed Agreement BCPSEA/Support Staff

Hi Ken –

Here's the signed agreement.

Rozi Dobreci

Manager, Ministry Executive Operations
Ministry of Education | Office of the Deputy Minister

Mobile: 250.882.1506

CUPE K-12 Support Costing and Framework Agreement

From: Foweraker, Jonathan PSEC:EX < Jonathan. Foweraker@gov.bc.ca>,

Foweraker, Jonathan^{s.15}

s.15

To: Foster, Doug FIN:EX <Doug.Foster@gov.bc.ca>

Cc: Zacharuk, Christina PSEC:EX < Christina. Zacharuk@gov.bc.ca>, Zacharuk,

Christina PREM:EX

Sent: June 19, 2014 1:26:34 PM PDT Received: June 19, 2014 1:26:47 PM PDT

Attachments: BCPSEA _ Support Staff _ Agreement June 2014.pdf, 2014 Support Staff

Master Costing 20140607.xlsx

Doug,

Attached are our costing of the CUPE K-12 Support deal and the framework agreement. This covers all groups except for SD34 (Abbotsford) & Teamsters.

Happy to answer any questions you may have,

Jonathan

Jonathan Foweraker
Manager, Compensation Data and Research
Public Sector Employers' Council Secretariat
http://www.psec.gov.bc.ca

Tel: 250-356-7008 Fax: 250-387-6258

Jonathan.Foweraker@gov.bc.ca

A P

Please consider the environment before printing this e-mail

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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.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than November 30, 2014.

1. Term

July 1, 2014 to June 30, 2019.

2. Wage Increases

Wages will increase by 5.5%. Increases will be effective on the following dates:

- July 1, 2015 1.0%
- May 1, 2016 Economic Stability Dividend
- July 1, 2016 0.5%
- May 1, 2017 1.0% plus Economic Stability Dividend
- July 1, 2017 0.5%
- May 1, 2018 1.0% plus Economic Stability Dividend
- July 1, 2018 0.5%
- May 1, 2019 1.0% plus Economic Stability Dividend

The terms of the Economic Stability Dividend are described in Appendix A.

3. Employee Support Grant

BCPSEA, the Unions and the Government 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 the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix B.

4. Benefits Standardization

The Parties agree to pursue a voluntary standardized extended health plan to be implemented during the term of the collective agreement in accordance with the terms laid out in Appendix C.

5. The Support Staff Education and Adjustment Committee (SSEAC)

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

- a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- b) a study of the potential for regionalization of wages
- c) an exploration of the potential for a standardized extended health and dental benefit plan
- d) recommendations to address issues associated with hours of work and service delivery
- e) a review of practices in districts having modified school calendars and the resulting impact on support staff
- f) skills enhancement for support staff

There will be a total of \$100,000 of annual funding allocated for the purposes set out above commencing July 1, 2015. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

6. Education Assistants Committee

- a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.
- d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.
- e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.

f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

7. Learning Improvement Fund - Support Staff

The funds stipulated in Item 1 of the LOA – Learning Improvement Fund: Support Staff Priorities (Appendix D) are the greater of \$10 million or 20% of the LIF commencing on July 1, 2015. These funds will be allocated to School Districts in accordance with the following principles as per established SSEAC procedures:

- a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.
- In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.
- c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.
- d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA's in circumstances of changing enrollment throughout the school year.
- e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA's are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.
- SSEAC will receive the jointly agreed plans from school districts and locals.
- g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.
- h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.
- i) If permitted by legislation and regulation, a one-time allocation of \$2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.

PEBT

a) Date adjustment for the annual funding of the PEBT LTD plan:

Change the date of the annual funding payment of \$19,428,240 provided by the Ministry of Education from January 1 to April 1 of each year, commencing April 1, 2015. Thereafter the Ministry of Education will provide the PEBT with \$19,428,240 each April 1.

The annual contribution period will continue to be based on the calendar year.

Recognizing the impact on interest earnings as a result of the three (3) month delay in 2015, the PEBT will be provided with a one-time interest payment by the Ministry of Education of \$300,000 on January 2, 2015.

b) Employee Family Assistance Program (EFAP) services and the PEBT

The Parties request that the PEBT Board undertake a review to assess the viability of administering all support staff EFAP plans.

9. Shared Services

The Parties will write a joint letter to the Ministry seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertakings that may have an impact on support staff positions.

10. 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.

11. Standardized Job Evaluation Study

The Parties will establish a provincial joint job evaluation steering committee (the JE committee) within thirty (30) days following the signing of this framework agreement. The committee is responsible to create a provincial job evaluation plan which may include a regional or local approach. The JE tool will be based upon the CUPE gender neutral job evaluation plan. The Parties agree the plan can be modified to fit the needs of the K-12 sector.

The committee will report out to the Parties at key milestones during the development of the plan. Should any concerns arise during the development they will be discussed and resolved by the Parties at that time.

Upon successful completion of the plan the Parties will identify one local in each of the seven established CUPE regions to pilot the plan prior to full implementation.

12. Job Evaluation Fund

To fund the development work of the JE committee during 2014 the Parties agree to a one-time allocation of \$50,000 from SSEAC.

To facilitate the implementation of the provincial job evaluation plan a fund will be established within SSEAC with an initial one-time allocation of \$250,000 on July 1, 2015 and annually each year thereafter during the term of the framework agreement, for a total of \$1,000,000 in one-time funding.

In addition to the one-time allocations, ongoing annual funds of \$900,000 will be added to the job evaluation fund for implementation purposes at January 2, 2019. Any residual ongoing funds that are available after the implementation of the standardized benefit plan will be added to the job evaluation fund.

13. Provincial Bargaining

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding of \$200,000 to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. This funding will be allocated as of July 1, 2016.

14. Unpaid Work

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

15. Workload Concerns

The Parties agree that employees should be provided with a reasonable workload. Employees with workload concerns are encouraged to bring these concerns to their supervisor or union in order that the concerns can be addressed.

16. Modified Calendar

The parties recognize calendar changes are an area of concern for local support staff unions. For future calendar amendments during the term of the collective agreement the Parties agree to review and compile best practices on existing modified calendars.

The Parties recommend that where boards of education are considering making calendar changes that may have an impact on the income of support staff employees, the support staff union will have the opportunity to provide input prior to the decision being made.

Dated this 7th day of June, 2014.

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

K-12 Presidents' Council and Support Staff Unions	BC Public School Employers' Association & Boards of Education
Marcel Marsolain	Rongo Del regno
	James Kuller
	ha booking
Cardys, Snitt	allan Chell
ballon-	L. W. Lowier .
The OC	Theanne Sowes
Runglaw	Ja Strain
Juin Dellu	Of Cal
	Local Andrew
Gills Janse	
Charles of the	
Children of the second of the	

LETTER OF AGREEMENT

BETWEEN: BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND K-12 PRESIDENTS COUNCIL

Re ECONOMIC STABILITY DIVIDEND

Definitions

In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the Budget Transparency and Accountability Act, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the Financial Administration Act [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" Is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

- 2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
- 3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
- 4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

- 5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
- 6. The timing in each calendar year will be as follows:
 - (i) February Budget Forecast GDP for the upcoming calendar year;
 - (ii) November of the following calendar year Real GDP published for the previous calendar year;
 - (iii) November Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
- 7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 Forecast GDP for calendar 2015;
- (ii) November 2016 Real GDP published for calendar 2015;
- (iii) November 2016 Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

Letter of Agreement ("Letter")

	ve		

BC Public School Employers Association ("BCPSEA")

And:

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

And:

Her Majesty the Queen in Right of the Province of BC as Represented by the Ministry of Education ("the Government")

Re: Employee Support Grant for May/June 2014

- 1. BCPSEA, the Unions and the Government agree that employees covered by collective agreements between Boards of Education and the Unions may recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA during May and June 2014 as set out in this letter.
- 2. Subject to the terms of this Letter:
- (a) Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.
- (b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
- (c) If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
- 3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7 th	, 2014 by:
Reyo Del Nagro BCPSEA	Marcel Marsolaer K-12 Presidents' Council
Ministry of Education on behalf of Her Majesty in Right of the Province of BC	

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

And:

Her Majesty the Queen in Right of the Province of BC as Represented by the Ministry of Education (the "Government")

Re: Employee Support Grant for after June 30, 2014

- This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may 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, 2014.
- 2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.
- 3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.
- 4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
- 5. If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
- 6. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7th	, 2014 by:
Renzo Del regno BCPSER	Marcel Marsolain K-12 Presidents' Council
Ministry of Education on behalf of Her Majesty in Right of the Province of BC	

Provincial Support Staff Extended Health Benefit Plan

TERMS OF REFERENCE BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND

K-12 PRESIDENTS COUNCIL

Re: Exploration of a Greater Standardization of Benefits Plans

The parties agree to move to an optional standardized provincial extended health benefits plan (standardized plan) which would include the majority of support staff members. To further such change the parties agree to form a working committee with the goal of achieving agreement on a standardized extended health benefits plan.

Terms of Reference:

- The committee will consist of no more than 4 members of the K-12 Presidents' Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10th, 2014.
- The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.
- 3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.
- 4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.
- 5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.
- Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.
- BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of \$3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.
- Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.

9.	The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13 th , 2014 or a mutually agreed upon day.				

APPENDIX D

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS REPRESENTED BY THE MINISTRY OF EDUCATION

RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities

WHEREAS:

The Ministry has established and maintains additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant (EA) work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties hereby agree as follows:

 Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of \$10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.

- The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.
- 3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
- 4. This letter replaces the letter between the parties signed December 14th, 2011 titled "<u>CLASS ORGANIZATION FUND: Support Staff Priorities</u>"

	_+5		
Original signed on June	<u>Z</u>	2014	by:

Kongo Del Negro

Support Staff Unions

Ministry of Education

From: Foweraker, Jonathan PSEC:EX
Sent: Sunday, June 8, 2014 4:38 PM
To: Jah, Tim PSEC:EX; Smith, Rhonda M PSEC:EX
Subject:s.13; s.17

I'll be checking email for the next couple of days — s.22
Cheers,
Jonathan

Page 247 of 302 to/à Page 278 of 302

Withheld pursuant to/removed as

s.13; s.17

From: Foweraker, Jonathan PSEC:EX < Jonathan. Foweraker@gov.bc.ca>,

Foweraker, Jonathan s.15

s.15

To: Foster, Doug FIN:EX <Doug.Foster@gov.bc.ca>

Cc: Zacharuk, Christina PSEC:EX < Christina. Zacharuk@gov.bc.ca>, Jah, Tim

PSEC:EX <Tim.Jah@gov.bc.ca>, Zacharuk, Christina PREM:EX, Jah, Tim

EDUC:EX

Sent: June 19, 2014 4:20:59 PM PDT Received: June 19, 2014 4:21:04 PM PDT

Attachments: s.13; s.17

Doug,

s.13; s.17

Cheers,

Jonathan

Jonathan Foweraker Manager, Compensation Data and Research Public Sector Employers' Council Secretariat http://www.psec.gov.bc.ca

Tel: 250-356-7008 Fax: 250-387-6258

Jonathan.Foweraker@gov.bc.ca

PP

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From: Renzo Del Negro <renzod@bcpsea.bc.ca>

To: Brian Chutter <bri>
Sprianc@bcpsea.bc.ca>, Deborah Stewart

<deborahs@bcpsea.bc.ca>, Hilary Brown <hilaryb@bcpsea.bc.ca>, Jennifer Duprey <jenniferd@bcpsea.bc.ca>, Karen Jewell <karenj@bcpsea.bc.ca>,

Keven Elder <kevene@bcpsea.bc.ca>, Laura Buchanan

<laurab@bcpsea.bc.ca>, Lauren Kullar <laurenk@bcpsea.bc.ca>, Leanne
Bowes <leanneb@bcpsea.bc.ca>, Mike Roberts <miker@bcpsea.bc.ca>, Sue

Ferguson <suef@bcpsea.bc.ca>, Natalya Vlassyukova

<natalyav@bcpsea.bc.ca>

Cc: Christina.Zacharuk@gov.bc.ca, Zacharuk, Christina PREM:EX

Sent: June 26, 2014 7:55:26 AM PDT Received: June 26, 2014 7:59:08 AM PDT Attachments: image001.jpg, image002.jpg

FYI - If this question comes

Regards,

Renzo Del Negro Associate Executive Director

direct 604.730.4511 ce s.22 fax 604.730.0787

BCPSEA on Twitter | BCPSEA on Facebook | www.bcpsea.bc.ca



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From: Renzo Del Negro Sent: June-18-14 12:39 PM To: 'Kim Martin'; Julia Leiterman

Subject:s.13; s.17

Hello Kim,

s.13; s.17

Feel free to give me a call if you wish to discuss further.

Regards,

Renzo Del Negro Associate Executive Director

direct 604.730.4511 cel fax 604.730.0787

BCPSEA on Twitter | BCPSEA on Facebook | www.bcpsea.bc.ca



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From: Kim Martin [mailto:KMartin@sd45.bc.ca]

Sent: June-18-14 12:31 PM

To: Renzo Del Negro; Julia Leiterman

Subjects.13; s.17

Renzo s.13; s.17

Kim Martin

Director of Human Resources

West Vancouver School District DIRECT $\underline{604.981.1032}$ • CELI^{S.22}



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NR_	_6 support staff ratif_	_2014EDUC0044-000897_	_28 June 2014
(003	3).pdf		



NEWS RELEASE

For Immediate Release 2014EDUC0044-000897 June 28, 2014

Ministry of Education Ministry of Finance

Support staff in six districts ratify new agreements

VICTORIA – More than 3,000 support staff workers in six school districts are the first to ratify new five-year agreements under the B.C. government's 2014 Economic Stability Mandate.

- SD 41 (Burnaby) 1,328 support staff workers (CUPE Local 379)
- SD 71 (Comox Valley) 588 support staff workers (CUPE local 439)
- SD 84 (Vancouver Island West) 63 support staff workers (CUPE local 2769)
- SD 62 (Sooke) 584 support staff workers (CUPE local 459)
- SD 47 (Powell River) 160 support staff workers (CUPE local 476)
- SD 45 (West Vancouver) 415 for both support staff workers and members of the West Vancouver municipal Employee Association.

The term of the new agreement for each district is from July 1, 2014 to June 30, 2019. It provides for a modest 5.5% wage increase over the five years of the term, with potential for additional increases if the B.C. economy exceeds the annual forecasts set by the Economic Forecast Council during the last four years of the agreement.

Within 30 days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee for all scheduled hours that the employee and has not otherwise been paid during the BCTF strike.

These six districts are the first to have fully ratified agreements in place for support staff workers. The remaining districts are working to ratify agreements by November.

The government's Economic Stability Mandate provides public-sector employers the ability to negotiate longer-term agreements within a fixed fiscal envelope, and offers employees an opportunity to participate in the province's economic growth through the Economic Stability Dividend. Settlements are expected to be unique and to reflect priorities negotiated to ensure labour stability and affordable service delivery throughout B.C.

Quotes:

Minister of Education, Peter Fassbender -

"These six ratified agreements mean that more than 3,000 support staff are now covered by settlements and can begin to see some of the money they lost during the BCTF's strike action. These agreements benefit all British Columbians as they ensure services will continue to be delivered effectively and at a cost that is affordable to government and taxpayers."

Minister of Finance, Michael de Jong –

"We are making steady progress towards five years of labour stability as more agreements continue to be reached and ratified in multiple sectors. Almost half of all unionized public sector employees are now covered by ratified or tentative agreements negotiated under the Economic Stability Mandate."

Quick Facts:

- Currently, there are over 150,000 public-sector employees covered by tentative or ratified agreements under the Economic Stability Mandate. This represents almost half of all unionized public-sector employees in B.C.
- If the province's real GDP growth exceeds forecasts over the term of the agreement, the
 agreement provides for the sharing of some benefits of that growth with the publicsector employees who work on behalf of British Columbians and help make that growth
 possible.
- Under this proposal, employees would receive a conditional, incremental wage increase
 equal to half of any percentage-point gain in real GDP growth above the Economic
 Forecast Council's forecast published in the February Budgets.
- For example, if actual real GDP growth is one percentage point above forecast real GDP growth, then a 0.5% wage increase would result, beyond whatever wage increase had been negotiated in the contract.
- There are ratified agreements in place between the BCGEU and the Public Service, with Community Health, Community Social Services and the Health Science Professionals Bargaining Association, the Facilities Bargaining Association and tentative agreements with K-12 support staff represented largely by CUPE and with BCGEU at four colleges in the postsecondary sector.

Media Contacts:

Government Communications and Public Janet Stewart
Engagement Ministry of Finance
Ministry of Education 250 213-8065
250 356-5963

Connect with the Province of B.C. at: www.gov.bc.ca/connect

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Withheld pursuant to/removed as

s.13; s.17