

Letter of Agreement
Between
The K-12 Presidents' Council and Support Staff Unions ("Council")
and
The British Columbia Public School Employers' Association ("BCPSEA")
Re: Operations Procedure - Proof of Vaccination Regarding COVID-19
("Procedure")

If a K-12 School District ("District") determines that it should implement a proof of vaccination requirement for its employees, the parties are supportive of a common sector-wide approach regarding such implementation and application of a Procedure.

If a District determines that it should implement a Procedure, the parties support implementation of the template Procedure attached to this Letter of Agreement as Appendix A.

Whereas if a District approves the Procedure, the parties additionally agree to the following.

BCPSEA and the Council agree to strongly recommend adoption of the Letter of Understanding below for immediate inclusion in the collective agreements between local Support Staff Unions who are members of the K-12 Presidents' Council and the K-12 sector Boards of Education.

The Council also agrees to strongly support and work collaboratively with other support staff unions i.e. non-members of the K-12 Presidents' Council to encourage them to agree to the same Letter of Understanding with their applicable Boards of Education.

BCPSEA and Council representatives have engaged in extensive discussions on these matters since October 15, 2021.

The following is the template Letter of Understanding recommended for approval and implementation between the K-12 education sector local CUPE and Support Staff unions and their respective Boards of Education to adopt:

Letter of Understanding
Between
The Canadian Union of Public Employees, Local 748]
(the "Union")
and
Board of Education - School District #8
(the "District")
(collectively, the "Parties")
Re: Procedure – Proof of Vaccination Regarding COVID-19
("Procedure")

The following definitions from the Procedure apply to this Letter of Understanding: Fully Vaccinated, Rapid Testing, Remote Work, and Modified Work.

The Parties agree to add to the Collective Agreement a new leave of absence called **Extraordinary Leave Without Pay for Employees Who Have Not Provided Proof of Vaccination against COVID-19 ("Extraordinary Leave")** as follows:

1. An employee who does not qualify for an accommodation and who does not comply with the employer's requirement to provide proof of vaccination against COVID-19, or agree to undergo Rapid Testing (and where Rapid Testing will be provided by the District), shall be offered, for the duration of the Procedure, one of the following options:

- i. An Extraordinary Leave.
- ii. Remote work, or
- iii. Modified work.

If one of the above 1.ii. or 1.iii. options are provided, the District and the Union will work together to facilitate its successful implementation. Notwithstanding the above, if a District determines it is not possible to provide Remote Work or Modified Work, the Employee will be placed on Extraordinary Leave.

2. During the Extraordinary Leave, the employee will accrue seniority and the employee's benefits will continue only if the employee pays the full cost of benefit premiums. An employee on this Extraordinary Leave will not be entitled to any other entitlements or benefits except as may be legally required (e.g., Maternity Leave).
3. Notwithstanding paragraph 2, an employee may elect to draw down their vacation banks while on an Extraordinary Leave. If an employee chooses to draw down their vacation bank, they shall notify the District in writing the number of days to be drawn.
4. The Extraordinary Leave will come to an end when the employee:
 - i. complies with the District's requirement that they provide proof of vaccination, or
 - ii. complies with requirements for Rapid Testing, or
 - iii. begins a statutory leave of absence, or
 - iv. the requirement is no longer in effect.
5. Upon return from Extraordinary Leave, the employee shall be assigned to the same position, or when the position is no longer available. The employee will be placed in accordance with the article 18.11 of the collective agreement.
6. Extraordinary Leave, Rapid Testing, Remote Work, and Modified Work under this Letter of Understanding is not disciplinary, and no employee's employment shall be terminated for choosing not to provide proof of vaccination.

The parties agree, on a without prejudice or precedent basis, to waive applicable obligations under s. 54 of the Labour Relations Code respecting the adoption or implementation of the Procedure.

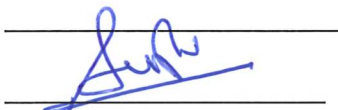
For the purpose of this LOU, should a functional closer or transit closure occurred, staff shall be redeployed, receive modified work, or work remotely.

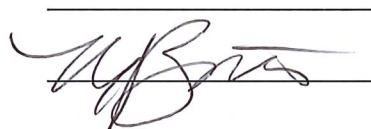
This Letter of Understanding expires June 30, 2022, unless mutually terminated or extended by the parties.

The Parties agree that if the Provincial Health Officer ("PHO") issues a mandatory vaccination order for the K-12 Sector, the parties will review this Letter of Agreement; if the parties cannot or choose not to reach agreement on an amendment to this Letter of Agreement, it will expire the effective date of the PHO order.

FOR THE BOARD:

FOR THE UNION:





DATE: Feb. 1, 2022

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