



The following provides advice to districts related to the Employee Support Grant included in the Provincial Framework Agreement with the K-12 Presidents' Council and Support Staff Unions, provided the local parties achieve a collective agreement that incorporates the Provincial Framework Agreement and is ratified by November 30, 2014. A further update will be issued.

Employee Support Grant (ESG)

June 12, 2014

Excerpt from the [Provincial Framework Agreement](#) (the "Framework Agreement"):

"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 (see attached)."

Note: Payroll departments should retain accurate records of lost wages (both hours and rate of pay) now in order to pay employees the ESG after ratification. Payment of the ESG should be separate from all other payments to employees to ensure accurate reporting of the ESG (i.e., use a separate pay code).

1. When is the ESG to be paid to employees?

The initial payment is due within thirty (30) days of ratification of a collective agreement.

No payments are to be made until there is a ratified collective agreement. Ratification is required by the local union, the local board of education, and BCPSEA. BCPSEA will commit to ratification within 48-72 hours provided there is an approved costing of the collective agreement for any monetary matters outside of the Framework Agreement.

2. Do we need to wait until November 30 or until all collective agreements have ratified?

School districts may proceed with payment of the ESG as soon as full ratification of their collective agreement has taken place.

3. How are payments made after the initial payment if the strike/lockout is still active?

Any subsequent payments as a result of strike/lockout action continuing after ratification should be made in the regularly scheduled payroll.

4. An employee took a vacation/sick/paid leave day on a strike/lockout day. Do I now credit the leave back?

No. The ESG is to cover time for which the “employee has not otherwise been paid.” If the employee was on vacation, sick leave, or any other paid leave, they keep the pay they received for the leave and do not receive additional compensation from the ESG.

5. An employee took an approved unpaid leave on a strike/lockout day. Are they now paid for the day from the ESG?

No. The ESG applies to “scheduled hours that the employee would have worked.” If an employee is on an approved leave, they would not have worked. This means they will not receive pay from the ESG.

6. An employee has requested a payout under the collective agreement of accrued time (e.g., banked time, vacation). Do they also receive the ESG?

An employee who has received an accrual payout will also receive the ESG if the payout is not associated with time worked; i.e., when there is no time off associated with the payment.

7. An employee receives a regular percentage loading in lieu of vacation. Does that affect the ESG?

No. A percentage in lieu of vacation does not affect eligibility for ESG.

8. What if the employee received strike pay?

Strike pay is an independent function governed by the union. It is not taken into consideration when calculating the ESG. Questions by employees related to strike pay should be directed to the union.

9. Are employees required to be on a picket line to access the ESG?

No. Although employees are free to join lawful picket lines, they are not required to do so to receive the ESG.

10. Are only full strike/lockout days covered by the ESG?

No. All scheduled hours that the employee would have worked and for which the employee has not otherwise been paid are covered. However, please see the question below for further clarification on where/when to draw funds.

11. A picket was established after support staff had commenced their shift. Do they receive the ESG grant if they stop working because of the picket?

While we do not agree that employees have the right to “down tools” to respect a picket line, if their shift has already commenced, on a without prejudice basis BCPSEA, advises the following:

Scenario one: *Support staff commence work in the morning and a picket is erected a short time afterwards (e.g., 30 minutes after the start of shift). Support staff stop working, leave to respect a picket line, and do not return to work for the rest of their shift.*

The employee will receive no pay for that day (including the example of 30 minutes worked) through the regular payroll run. Instead, the employee will receive pay for the full scheduled shift from the ESG (once the local agreement is ratified).

On a case by case basis there will be consideration for an employee who works a significant portion of their shift prior to pickets being erected.

Scenario two: *Support staff commence their shift and a picket is erected at recess and/or lunch. Support staff stop working and leave to respect a picket line. They return to work as scheduled for the time between recess and lunch as well as after lunch.*

The employee will receive pay for the full shift through regular payroll. Therefore there will be no payment received from the ESG.

Note: Essential Service Orders may determine that some employees' work is deemed essential over recess or lunch (where normally scheduled), in which case they also are paid as per normal payroll

12. Is the time covered by the ESG considered pensionable by the Municipal Pension Plan?

Yes. MPP has advised (see e-mail attached) that since the agreement provides a mechanism for the unions' members to recover wages lost (and not already paid through another provision) as a result of legal strike activity by the BC Teachers' Federation (BCTF) or lockout by BCPSEA, the Pension Corporation has determined that the payments resulting from the Appendix B may be considered as pensionable salary under the Municipal Pension Plan Rules, and that pensionable service may be accrued subject to the following conditions:

- Salary and service associated with the grant payments are made pursuant to the provisions of Appendix B only.
- The member will accrue service in accordance with their entitlement as scheduled prior to the legal strike or lockout of the BCTF.
- Cannot be applied to strike or lockout of any other party.

- As per the Appendix B, where a member has been compensated through vacation entitlement or sick leave, etc., the member will accrue service only in relation to that payment; they will not accrue additional service under the Appendix.
- Despite article 6 of the letter “Employee Support Grant for after June 30, 2014,” in no circumstances will members accrue service under Appendix B for any period beyond November 30, 2014.

13. Does the ESG cover employees who terminate or retire prior to ratification of the collective agreement?

The ESG applies to employees who are employed as of the date of ratification. The ESG also applies to any retired employee who retired prior to September 30, 2014.

14. Is the ESG to be used toward calculating vacation or sick leave accruals?

Yes. For the purpose of accruals, the ESG should be treated like time worked.

15. Can 12-month support staff continue to work through the summer?

The employer will be suspending its lockout over the summer; therefore, if the employee is scheduled to work through the summer, they can continue to work. The lockout is not in effect for the summer session.

If the BCTF strikes over the summer then the ESG will cover those employees using the guidelines above.

Employees should be at work unless they encounter a picket line.

16. During a strike, what if there are no pickets? Can an employee honour a “virtual” picket line?

No. If there are no pickets, employees are expected to be at work in order to be paid.

17. Do ROEs have to be re-done?

Response pending from Service Canada.

18. Do the ESG payments affect Employment Insurance eligibility?

Response pending from Service Canada.

Letter of Agreement (“Letter”)

Between:

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.

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

1. 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.

Attachment: E-mail (re: Q. 12 of this document)

From: PENC:EX [NAME@pensionsbc.ca]
Sent: June-11-14 1:04 PM
To: [NAME]
Subject: RE: Provincial Framework Agreement and News Release - SUPPORT

Hi [NAME]
Please feel free to use the following for the school districts.

The BC Public School Employers Association and the CUPE K-12 Presidents' Council and Support Staff Unions (Unions) and the Government of British Columbia have entered into a Provincial Framework Agreement (Agreement) effective July 1, 2014, which is subject to ratification. The Agreement includes two letters of agreement in Appendix B which provide for Employee Support Grant for May/June 2014 and for after June 30, 2014.

The Agreement provides a mechanism for the Unions' members to recover wages lost (and not already paid through another provision) as a result of legal strike activity by the BC Teachers' Federation (BCTF) or lockout. The Appendix B provides that payments will be made to recover these wages.

The Pension Corporation has determined that the payments resulting from the Appendix may be considered as pensionable salary under the Municipal Pension Plan Rules, and that pensionable service may be accrued, subject to the following conditions:

- Salary and service associated with the grant payments are made pursuant to the provisions of the Appendix B, only.
- The member will accrue service in accordance with their entitlement as scheduled prior to the legal strike or lock-out of BCTF.
- Cannot be applied to strike or lock-out of any other party.
- As per the Appendix B, where a member has been compensated through vacation entitlement or sick leave, etc., the member will accrue service only in relation to that payment; they will not accrue additional service under the Appendix.
- Despite article 6 of the letter "Employee Support Grant for after June 30, 2014", in no circumstances will members accrue service under Appendix B for any period beyond November 30, 2014.

Consideration of service associated with the Employee Support Grants for May/June and for After June 30, 2014 under the Appendix B as pensionable service applies to this Agreement only and cannot be extended without express, prior consultation with the Pension Corporation. The consideration applies to this Agreement only and cannot be interpreted as implied consent for inclusion in future agreements of any nature.

Please do not hesitate to contact me should you require additional assistance.

[NAME]

[NAME] | Director, Municipal Pension Plan | Pension Corporation | 2995 Jutland Road | Victoria BC V8T 5J9 | W www.pensionsbc.ca |

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