

**Collective Agreement**

**between**

**The Board of Education of  
School District No. 39 (Vancouver)**

**And**

**The Canadian Union of Public Employees, Local 15**

**2019 July 01 to 2022 June 30**

About the Vancouver Board of Education  
1580 West Broadway  
Vancouver, B.C. V6J 5K8  
Phone: 604-713-5000

The Vancouver Board of Education is elected by the public to serve the educational interests of the students in our district. The Board consists of nine trustees, each of whom serves for a three-year term.

The statutory powers and duties of the Board are defined by the Provincial Government's School Act. The Board is responsible for:

- formulating and interpreting policies and by-laws
- delegating administrative duties
- making decisions on educational and budget matters
- making continual appraisals of the educational, administrative, and planning processes, in light of the Board's stated goals and objectives
- administering public funds
- communicating with the citizenry of the district.

The Board makes formal decisions at public Board meetings held on the last Monday of each month at 7:00 pm (except for July, August and December). The time and place of these meetings are advertised on the VSB website.

The following collective agreement outlines conditions relevant to your employment. Other conditions over and above those negotiated between the Board and CUPE Local 15 (VMCEW) are dictated by Board policy and practices. The Board encourages you to contact your supervisor or Employee Services if you have any questions about the agreement or Board policies.

The Board values its employees and strives for the positive and cooperative working relationships that foster the best educational environment for our students.

About the Canadian Union of Public Employees (CUPE)  
Local 15  
Vancouver Municipal, Education and Community Workers  
(VMCEW)  
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Welcome to CUPE Local 15, VMCEW.

CUPE Local 15 was organized over 100 years ago and has over 7,000 members working at more than 100 different work sites. Members of CUPE Local 15 work in a diversity of jobs, including education, administrative, recreation, health care, technical, cultural, residential, parking enforcement, security, and building services. CUPE Local 15 represents members working for 17 different employers in Vancouver and the surrounding area. The overall membership is made up of approximately 60% women and one third are part-time workers. CUPE Local 15 is affiliated with CUPE British Columbia Provincial Division, CUPE Metropolitan District Council, CUPE National, the Canadian Labour of Congress (CLC), the BC Federation of Labour, and the Vancouver and District Labour Council (VDLC). The Canadian Union of Public Employees represents over 600,000 workers in the public sector across Canada from coast to coast.

As a CUPE Local 15 member you are encouraged to participate in your union as much as possible. Membership meetings are held nine times per year. Membership meetings are where discussion, debate, appointments, elections and major decisions take place that impact you and your co-workers. It is also your opportunity to find out first-hand the latest news, provide input, and ask questions on the issues that you are concerned about.

An Executive Board and Trustees are elected by the membership by an electronic ballot held in May of each year followed by an Annual General Meeting. The President and Secretary-Treasurer work full time at the union office and are full time political officers of the union. CUPE Local 15 also employs its own specialized staff including staff representatives, office support staff, an accounting coordinator, and a building maintenance worker. All staff work under the direction of the Executive Board and are an important part of our local. In addition, CUPE directly supplies Local 15 with National staff including a Legal Representative and National Representative(s).

A collective agreement specifies the terms and conditions of your employment and has been mutually agreed to by the union and your employer. Both parties want the provisions to be respected and properly applied. It is in your best interest to know the contract as it applies to your working environment. Contract improvements are negotiated between your employer and the union, and changes to the application require mutual agreement between both parties. Negotiations generally start three months prior to the expiry of the collective agreement. It is the practice of your union to elect the bargaining committee from within the membership of the bargaining unit and you will be notified when this will take place.

Within your contract group are members that have been elected as shop stewards. If you have any questions concerning the union, the collective agreement, or your rights as a worker, a shop steward would be pleased to provide assistance. If you do not know a shop steward, please contact the union office at 604-879-4671. For additional information check out our website at [www.cupe15.org](http://www.cupe15.org).

**Vancouver Board of Education/Canadian Union of Public Employees, Local 15  
Collective Agreement**

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THIS AGREEMENT, effective A.D. 2019 the first day of July.

BETWEEN: The Board of Education of School District No. 39 (Vancouver) in the Province of British Columbia hereinafter called "The Board"\*  
of the first part

and Canadian Union of Public Employees, Local 15 (Vancouver Municipal, Education, and Community Workers) of the City of Vancouver, in the Province of British Columbia, hereinafter called "The Union"  
of the second part

Whereas the Board is an Employer within the meaning of the Labour Relations Code of British Columbia; and whereas the Union is the bargaining authority for all employees of the Board covered by the Union's certification; and whereas the Parties hereto have carried on collective bargaining under the terms of the said Code and have reached agreement as hereinafter expressed;

Now this agreement witnesseth that the Parties hereto agree each with the other as follows:

1. A. Term of Agreement

1. This Agreement shall be for a term of **thirty-six** months from 2019 July 01 to 2022 June 30, both dates inclusive. The operation of subsection (2) of Section 50 of the Labour Relations Code of British Columbia shall be specifically excluded from and shall not be applicable to this Agreement.
2. During any period when collective bargaining is being conducted between the parties to amend this Collective Agreement, the present Collective Agreement shall continue in full force and effect until:
  - (a) The Union commences a lawful strike; or
  - (b) The Board commences a lawful lockout; or
  - (c) The parties enter into a new or amended Collective Agreement.

B. Effective Dates

Unless otherwise specified, the effective date for any changes to the collective agreement resulting from these recommendations will be the date of ratification of these recommendations by both parties.

C. Salary Increase

In accordance with the Monetary Mandate of the Public Sector Employers' Council, the following wage increases shall apply:

**Year one: 2.0% - July 1, 2019**

**Year two: 2.0% - July 1, 2020**

**Year three: 2.0% - July 1, 2021**

\***Employee Services** is the agent for the Board in all matters pertaining to this Collective Agreement

D. Definition of School Year

The school year, as defined in the School Act, means a twelve (12) month period commencing July 01 and ending June 30 of the following calendar year. The school year normally begins in September for Term Employees.

E. Bargaining Agent

1. Exclusive Bargaining Right

The Board agrees that in view of the Union's exclusive right to bargain on behalf of all employees within the bargaining unit, that a copy of any correspondence between the Board or Department Official and any employee in the bargaining unit dealing with any matter covered by the Collective Agreement will be forwarded to the Union.

2. Interest Groups

Groups of particular interest within the bargaining unit may correspond with members of the Board or senior officials only through the Union office. All such correspondence must be authorized by the Union office prior to its distribution.

3. Joint Union-Management Committee

A Joint Union-Management Committee should be set up composed of three (3) Vancouver Board of Education representatives and three (3) CUPE Local 15 representatives. Advisors may be provided by either party as required. The Committee should meet regularly on a fixed day each month while school is in session. It shall deal with any item brought to it by either party and shall have the authority to make recommendations to the Board through Committee IV and to the Union membership through the Union executive. Any such recommendation which requires a change to any item covered by the Collective Agreement shall require ratification by both the Board and the Union.

4. Membership Data

The Union may request the Board to provide a comprehensive list of membership data which may be available from the Board's records and that the data will be current and accurate to the closest pay period the information is provided to the Union. Where possible the Board will provide information **electronically** when requested. The Board agrees to establish data and maintain systems to provide such information as the Board's computer system is able to produce. The requested data shall be produced and provided to the Union without cost. Any such request shall be made solely on the authority of the Staff Representative **or the President** of the Union in writing and such requests shall not number more than six (6) separate occasions in any one (1) calendar year.

F. **Individual Contracts or Agreements**

**No employee shall be required or permitted to make any written or verbal agreement with the Board or its Representatives which may conflict with the terms of this collective agreement.**

## 2. DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

The following definitions and coverages shall apply to this Agreement:

### A. 1. Permanent Employee

An employee who has been appointed to permanent staff by the Board following successful completion of a probation period of up to sixteen (16) working weeks with satisfactory service with the Board. Permanent employees are paid on the bi-weekly payroll.

Permanent appointment commences entitlement to applicable benefits provided by this Agreement.

Permanent employees include both ten (10) and twelve (12) month terms of employment.

### 2. Permanent Term Employee

An employee classified in Job Bands Office Support A, Office Support B, Office Support C, **Technical & Resource Support, Office Support C – Office Administrative Assistant (OSC-OAA)**, School & Student Support A, School & Student Support B plus an employee classified as Youth and Family Worker, **Indigenous** Education Enhancement Worker, Home and School Worker or Special Education Assistant.

### B. Temporary Employee

#### 1. An employee who is appointed:

- (a) as an **Employee-on-Call** from day-to-day; or
- (b) from a stipulated date to a stipulated date (maximum of ten (10) months);  
or
- (c) from a stipulated date for an indefinite period which shall not exceed ten (10) months unless mutually agreed to between the parties to this Agreement; **or**
- (d) fills out timesheets **as required** and is paid **by dispatch job records** on the hourly payroll

shall be entitled to 18.6% of gross earnings in lieu of the following benefits: statutory holidays, annual vacation, sick leave, Municipal Pension, deferred savings, medical plan, extended health, dental plan, group life, gratuity days.

Those employees eligible for and opting to participate in the Municipal Pension Plan shall be entitled to 12.6% of gross earnings in lieu of the above noted benefits, excluding Municipal Pension.

## 2. DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

### B. Temporary Employee

2. (a) A temporary employee who works twenty (20) hours per week or longer in a continuous period shall after ten (10) working months be entitled to all benefits which accrue to a permanent employee. It is agreed July and August for term employment will not affect continuity of employment for purposes of defining "continuous period." Benefits involving time shall be on a pro rata basis.
- (b) A temporary employee who works seventeen and a half (17 ½) hours per week or longer for a continuous period in the same temporary position and with no interruption of service shall after working greater than twelve (12) months be appointed to permanent staff provided that the conditions of Clause 2.C.3. (Suitability) and 5 (Coverage for Employee Benefits) have been met. In the event of layoff the provisions of 11.D. (Layoff, Bumping and Severance) shall apply. It is agreed that July and August for term employment will not affect continuity of employment for purposes of defining "continuous period." This provision does not apply to long term temporary employees holding a position for an employee on an approved leave of absence or for an employee holding a backfill position resulting from a Parenthood Leave.
3. Student workers are temporary employees who are enrolled in a secondary school completion program within the Vancouver School District. On school days, when the student is scheduled to be in class, the minimum daily hours of work of a Student Worker is two (2), this can be divided into shorter periods to fit into the student's daily schedule. On non-school days (including professional development days), the minimum daily payment is four (4) hours. Student workers can work a maximum of twelve (12) hours weekly.

### C. Probationary Employee

#### 1. Probationary Period

- (a) New Permanent Employees who have been appointed to permanent staff shall be placed in a probationary capacity until the completion of up to sixteen (16) working weeks service. The probationary period for part-time employees will be extended to be equivalent to sixteen (16) full time working weeks. Such extensions for part-time employees will not affect benefit entitlement as outlined in Clause 2.C.5.
- (b) An employee may not transfer or be promoted until completion of the probationary period.

#### 2. Termination During Probationary Period

The probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position in which **they are** placed in a probationary capacity. At any time during that period, the employment of a Probationary Employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for permanent employment.

## 2. DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

### C. Probationary Employee

#### 3. Suitability

A Probationary Employee's suitability for regular employment will be decided on the basis of factors such as:

- (a) the quality of **their** work
- (b) **their** conduct
- (c) **their** ability to meet acceptable production standards.

#### 4. Probationary Period for Temporary Employee

Should a temporary employee work for a continuous period of ten (10) months or more replacing a permanent employee and, with no interruption of service in this position, later be successful for appointment to the permanent position to which **they have** been temporarily assigned, the probation period will be considered to have been served.

#### 5. Temporary Employee Appointment to Permanent Position

A previously temporary employee who is appointed to a permanent position will serve the normal probationary period except as provided in Clause 2.C.4. (Probationary Period for Temporary Employees) but will have temporary service credited for the purpose of establishing:

- (a) start date
- (b) seniority
- (c) commencement of medical, dental, extended health, and group life, (to start the first of the following month), and deferred savings (to start the first day of the following pay period).

**6.** Employees who are appointed to a permanent position and have previous temporary service will commence the above benefits and deferred savings sixteen (16) working weeks from the date of appointment, minus temporary service to a maximum of sixteen (16) weeks.

### D. Retirement

#### 1. Retirement

Employees shall notify the Board thirty (30) days in advance of their retirement. The minimum retirement age shall be in accordance with the Municipal Pension Plan.

#### 2. Retirement Seminar

The Board shall provide for an annual Retirement Seminar, of at least one (1) day's duration, for all employees eligible to retire during the calendar year, or biannually with Union approval.

## 2. DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

### D. Retirement

#### 3. Retirement Bonus

During the year of retirement from the service of the Board on pension, either municipal pension or disability provided by Workers' Compensation, an employee shall be entitled to the full vacation provisions which the employee would earn for the year in which the retirement takes place. The portion of that period over and above the pro rata provision shall be regarded as a retirement bonus.

### E. Qualification to Earn Benefits

The basic qualification to earn any benefit contained in this Agreement, unless otherwise provided, is that benefits shall be earned while an employee is in receipt of pay from the Board or is in receipt of Workers' Compensation for a period not exceeding twelve (12) months. An employee who is absent without permission of the Board shall not qualify for any benefit during such absence including a statutory holiday which may precede or follow any such day of absence. An employee who is absent without pay with permission of the Board shall qualify for those benefits during such absence to which the Board has agreed in writing prior to the leave of absence. (Refer to Clause 9.T.)

### F. Legal or Common-Law Spouse

1. The employee's spouse by virtue of a legal marriage

or

2. The employee's partner who is a spouse under the following terms:

a partner who is publicly maintained and represented as the employee's spouse and has continuously been so maintained and represented for at least the previous twelve (12) months.

### G. Transferring Within CUPE Local 15 (VMECW)

CUPE Local 15 (VMECW) members, hired directly from other employers, will be credited with their accumulated length of service for vacation, increment and benefit entitlement purposes. Seniority will not be transferred.



### 3. UNION SECURITY

#### A. Condition of Employment

All new employees shall immediately become members of the Union. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than the failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

#### B. Contracting Out

1. In order to provide security for the members of the bargaining unit, the School District agrees that work and services normally performed by the employees shall continue to be performed by the employees.
2. No Permanent Employee shall be laid-off solely because of contracting out.
3. The Union shall be advised of contracting out proposals in writing prior to tendering.

#### C. Dues/Check-off

All employees covered by this Agreement shall have deducted in each pay period an amount equivalent to the Union's dues. Such check-off shall take effect from the first day of bi-weekly pay period following employment. The Board shall deduct from each employee the initiation fees of the Union and any levies or assessments duly authorized by the Union to be levied across the bargaining unit as a whole, which are communicated in writing to the Board.

It shall be the responsibility of the Board at the time of documentation to ensure that each employee is **provided access to** a current copy of the Collective Agreement. **An electronic version of the Collective Agreement will be made available to all employees on the Vancouver School Board website (also see Clause 11.Y).**

#### D. New Employees

##### 1. Union Notification

**Employee Services** shall supply the Union with the name of each new employee who will be working within the area of the responsibility of the Union at the time of joining the employee to the Board. The Union shall provide the Board with the current names of all Shop Stewards each September and advise of any changes that occur throughout the school year.

##### 2. Orientation of New Members

Where operational requirements permit, the Steward will be given reasonable time off with pay for the purpose of acquainting each new employee of the benefits and obligations of Union membership.

### 3. UNION SECURITY

#### E. Union Bulletin Board

The Board shall provide a Bulletin Board for the use of the Union and the Board to provide information to Union members. The Bulletin Board shall be placed in a position in each school to which members of all Unions have access. Notices placed on the Bulletin Board by the Union may be removed only by the Union. Similarly, notices placed on the Bulletin Board by the Board may be removed only by the Board. Secondary schools may require more than one (1) Bulletin Board and the decision for placement in secondary schools and the number of Bulletin Boards shall be determined by the Principal on recommendations from all support staff Union members who shall meet in the school to discuss and recommend the number and placement of such Bulletin Boards.

#### F. Picket Lines

An employee shall not be required to cross a picket line. Any employee determining not to cross shall not be disciplined by the Board other than by loss of pay for the day or days absent due to said picket line, and shall lose any appropriate benefits affected by the length of the absence.

#### G. Bargaining Unit Work

No person other than an employee of the Board covered by the certificate of bargaining authority of the CUPE Local 15 (VMECW) shall perform bargaining unit work which is performed on a continuing basis. Bargaining unit work is work covered by a job description which describes a class title or band which are listed on Appendix A, Job Bands and Classifications, of the Collective Agreement.

#### H. Volunteers

It is agreed that the Board may use the services of a volunteer in a school. No employee shall suffer loss of position or time solely as a result of volunteers in the school.

#### I. Union Activity

No shop steward or employee shall be discriminated against or jeopardized in **their** employment on account of membership or activity in the Union. Such activity shall not unduly interfere with the operation of the workplace.

#### 4. GRIEVANCES

##### A. Grievance Procedure

Any differences concerning the dismissal, discipline or suspension of any employee or the interpretation, application, or operation of this Agreement, or any alleged violation of this Agreement, and any question as to whether any matter is arbitrable, shall be dealt with without undue delay, or stoppage of work, in the following manner:

##### 1. Policy Grievance

Where either the Union or the Board dispute the general application, interpretation or alleged violation of this Agreement, the dispute will be considered a policy grievance and be referred to Step 3 of the Grievance Procedure.

(a) Either party to this Collective Agreement may initiate a policy grievance. The matter shall be commenced at Step III of this procedure by the grieving party identifying the dispute in writing within fifteen (15) days of the occurrence which led to the dispute or within fifteen (15) days of the grieving party becoming aware of the incident.

(b) If there is no resolution at Step III the remaining steps of the grievance procedure shall be followed.

##### 2. Dismissal or Suspension Grievance

Consistent with the parties' desire to expedite any grievance involving a dismissal or lengthy suspension, Step I and/or Step II may be bypassed for such grievances. The fifteen (15) working day limit for initiating a grievance will still apply.

##### 3. Procedure

###### Step I

The aggrieved person or persons shall first take up the matter with their immediate supervisor or delegate within fifteen (15) working days of the date on which the incident giving rise to the grievance occurred, or of the date when they first became aware of the incident, whichever is later. The aggrieved person(s) will, at their option, be accompanied to the meeting by a shop steward or by a delegate of the Union (excluding a Staff Representative). The immediate supervisor or delegate may be accompanied by another excluded staff or administrative staff member (excluding **Employee Services** personnel). At no time will there be an imbalance of members from either the employer or the Union without the agreement of both parties.

###### Step II

If the grievance is not settled in the aforementioned manner within fifteen (15) working days, or if the grievance arises from an action or decision by **Employee Services** or Payroll Department, it shall be referred in writing by the Union to the appropriate representative from **Employee Services**.

#### 4. GRIEVANCES

##### A. Grievance Procedure

###### Step III

If the grievance is not settled as prescribed in Step II above within fifteen (15) working days, the matter shall be referred to the Associate Superintendent, **Employee Services** or delegate. Representatives of the Union (which may include a Shop Steward) and representatives of the Board shall meet within fifteen (15) working days and attempt to resolve the grievance:

###### Step IV

If not settled at Step III above within fifteen (15) working days, either party may choose to refer the matter to a board of arbitration in accordance with Clause 4 C. (Arbitration), for the final and conclusive determination.

##### B. Time Constraints

Extensions to any of the time limits contained in the grievance procedure may be extended by mutual agreement of the parties.

##### C. Arbitration

Proceedings under Step IV shall be instituted by service by either party upon the other of a written notice to arbitrate. Such notice shall contain the names of the proposed Arbitrator by the party serving notice. In the event that the Employer and the Union are unable to agree upon an Arbitrator, the parties may mutually agree to extend the time limit for the selection of an Arbitrator or either party may make application to the British Columbia Minister of Labour to appoint an arbitrator. Except as provided below, a Board of Arbitration shall consist of a single arbitrator. The decision of the arbitrator shall be final and binding on both parties. Each party shall bear all of their own costs and shall pay half the fee and expenses of the Arbitrator.

A three (3) person Arbitration Board shall be acceptable where there has been joint and mutual agreement for same between the parties.

A three (3) person Board of Arbitration shall consist of three (3) persons, the representative chosen by each party and the third, who shall be Chairperson, to be selected by the two (2) so chosen. The two (2) representatives of the parties concerned must meet within five (5) working days to agree upon a Chairperson. If they are unable to agree upon, or otherwise fail to appoint a Chairperson; either party may apply to the Minister of Labour to appoint a Chairperson; in all other respects the provisions of the Arbitration Act shall apply excepting the schedule of fees. The decision of the Arbitration Board shall be final and binding on both parties. Each party shall bear all of their own costs as well as the expenses of the representative appointed by such party and shall pay half the fee and expenses of the Chairperson of the Arbitration Board.

5. JOB EVALUATION/BANDING

A. Job Evaluation

A request for evaluation of a position may originate with the employee, the Union or the Board by completing a Job Evaluation Questionnaire. The matter shall be referred to the Joint Job Evaluation Committee whose function shall be to determine the appropriate rate of pay by using the Gender Neutral Job Evaluation Plan and in accordance with the Pay Equity and Job Evaluation Terms of Reference.

**The Job Evaluation Terms of Reference will be made available on the staff portion of the Vancouver School Board website.**

Except (1) by mutual agreement of the Union and the Board; or, (2) where a significant change in duties and responsibilities can be demonstrated, a request for evaluation of a position from any source may be rejected by either the Union or the Board if the position has been reviewed and dealt with during the past **four (4)** year period immediately prior to the date of the request. Should the parties fail to agree on the status of any such request, the matter may be referred for a decision under Article 7 (Settlement of Disagreements) in the Pay Equity and Job Evaluation Terms of Reference.

**The committee will agree to meet two (2) half-days per month between September and June.**

B. Job Banding

1. Guidelines

(a) Banded Rates

The parties have utilized the Pay Equity Plan and the Job Evaluation Plan for guidance in developing a cost-neutral banded composite rate system.

Employees whose rate is above the applicable banded rate which became effective 1999 July 11 will be protected at their current rate of pay and entitled to future wage increases as they apply to their current position.

(b) Assignments

Employees employed prior to the implementation of the job banding will only be assigned new duties consistent with their original classification as reflected under the new Job Evaluation Plan and will be subject to review under the new Job Evaluation Plan. All employees will have access to job banded opportunities through the posting procedure.

(c) Other Matters

The parties agree that employees currently in receipt of indefinite salary protection will continue to receive this protection while employed by the Board. Effective the date of ratification, the two (2) year limit for salary protection identified in the Mediator's recommendations will form part of the agreement and apply to all other employees.

5. JOB EVALUATION/BANDING

B. Job Banding

2. Job Bands

The parties established Job Bands ("Bands") on 1999, July 11. The Union and the Employer agree that there is the ability to add bands should it be deemed necessary as per the Pay Equity and Job Evaluation Terms of Reference as recommended by the Joint Job Evaluation Committee, including their review and salary recommendation, when a position does not fall under any current banded rates or classification.

(a) Bands

Appendix A reflects the Job Bands.

(b) Banded Rates

- (i) The wage rates for current permanent employees as of 1999 July 11 and temporary employees for the duration of their current assignments commencing prior to 1999 July 11 are recognized to continue based on their current classification rate. All subsequent adjustments with respect to negotiated general wage increases will apply to these current classification rates.
- (ii) Employees hired as of 1999 July 11 will be hired into one of the Bands. The wage rates for these Bands will be based on a weighted average according to the current demographics and wage rate and identified as the ("Current Banded Rate").
- (iii) Negotiated wage increases will be applied to the Current Banded Rate or to the employees' classification wage rate for employees hired prior to 1999 July 11 and not included in the Bands and receiving the Current Weighted Average Rate.

(c) Postings

Postings will include a brief and general description of the applicable Band for the position and detailed information regarding the vacant position.

Where the assignment is not consistent with the Band descriptions (Appendix A), the assignment will be reviewed by the Joint Job Evaluation Committee to establish the job evaluation point value and the appropriate Job Band placement.

## 6. WORKING CONDITIONS

### A. Days of Work

#### 1. Work Week

Employees shall work a five (5) day week, except as otherwise provided in this Agreement.

#### 2. Term Employee

Term Employees shall work

- (a) (i) all days on which schools are in session for teachers including professional development days between September 1 and June 30; or
- (ii) such days in the week stipulated in advance by the Board and on which schools are in session for teachers between September 1 and June 30.
- (b) On those days when schools are not in session for teachers between September 1 and June 30, when required to work.
- (c) Term Employees shall not be required to work in July or August. Temporary work may be available during this period at equivalent hourly rates for the position, and Term Employees who apply to **Employee Services** prior to April 30 in any school year shall be given priority in hire for such temporary work if suitably qualified.

The Board will circulate through the normal posting procedure this clause prior to April 30 of each year. No temporary summer positions will be filled until after the posting deadline.

### B. Hours of Work

#### 1. Regular Hours of Work

The hours of work except as otherwise provided in this Agreement, Clause 6.E.1. (Variation of Work Schedule) and 6.E.2. (Modified Work Schedule), shall be five and one-half (5½) to seven (7) hours per day (7.5 hours per day for Maintenance Workshop personnel). The starting and quitting times for an employee on the tenth working day of a new school year shall be deemed to be the normal hours of work of the employee and shall only be varied by mutual agreement of the employee and **their** supervisor and the parties to this Agreement shall be notified. Each employee shall be entitled to a meal period of not less than thirty (30) minutes and not more than one (1) hour; such meal period shall not be included as part of the hours worked, **as laid out in Clause 6.B.5.** In addition each employee shall be entitled to two (2) fifteen (15) minute rest periods, one (1) during the work period prior to the meal break and one (1) during the work period after the meal break which shall be included as part of the paid hours worked. The times when the meal period and rest periods are taken shall be approved by the Supervisor. The length of time between the starting and quitting times in a normal working day shall not exceed eight (8) hours.

## 6. WORKING CONDITIONS

### B. Hours of Work

For temporary jobs such as but not limited to Office Support A and Office Support B (Summer School). Half-day Substitutes, the hours of work will be four (4) hours to seven and one-half (7½) hours per day.

The V.S.B. will make every reasonable effort to schedule part-time employees who so request it for additional work to bring them up to seven (7) hours per day and thirty-five (35) hours per week. (7.5 hours per day and 37.5 hours per week for Maintenance Workshop personnel.) This may involve work in other locations. It is understood this will not involve disruption of work schedules as established by the Board, and will be at no additional cost to the Board (e.g., travel time or overtime), except costs specific to the particular employee (e.g., step placement, vacation pay).

School and Student Support A employees and those who remain in the Classifications associated with that Band, who are currently working seven (7) hours (as at June 30, 2006) will be grandfathered with seven (7) hours and will be able to post into all positions and maintain their hours of work.

#### 2. Maintenance Workshop

The normal working day for the Maintenance Workshop staff shall cover the same hours as those of the trades staff and outside workers employed by the Board, with a meal period of thirty (30) minutes being allowed, to be taken as arranged by the Department Head, such meal period shall not be included in the hours worked.

In addition, these employees shall be entitled to two (2) fifteen (15) minute breaks, one (1) in the forenoon and one (1) in the afternoon which shall be included as part of the hours worked.

The hours of work **for CUPE 15 affiliated** employees of the Maintenance **Workshop** shall be as arranged with the Manager of Maintenance and Construction or Material Services Supervisor, but shall not normally exceed thirty-seven and one-half (37½) hours each week. These employees shall be entitled to a meal period and rest periods as provided in 6.B.1. (Regular Hours of Work) hereof.

#### 3. Maintenance of Hours

Subject to declining enrolment and past practice in the allocation of support staff in the system, for each employee who is retained in employment the Board shall maintain the hours of work the employee worked in the previous school year. This clause shall not prohibit the layoff of employees, and protects employees, not positions.

#### 4. Hours Free from Work

(a) Unless **they** comply with 6.B.4.(b), the Board shall ensure that each employee has at least thirty-two (32) consecutive hours free from work each week.

(b) If the Board requires or allows an employee to work during the thirty-two (32) hour period referred to in 6.B.4.(a). it shall pay the employee double **their** regular wage for all hours worked during that period.



6. WORKING CONDITIONS

B. Hours of Work

5. Meal Breaks

- (a) The Board shall ensure that each employee has an eating period of at least one-half (½) hour, at intervals that will result in no employee working longer than five (5) consecutive hours without an eating period.
- (b) For the purpose of computing the hours worked by an employee, the periods allowed an employee for eating shall not be counted as hours worked unless the employee is required to work during those periods.

6. Work Free Period

Except in cases of dire emergency, the Board shall not require any employee to report for work unless that employee has had at least eight (8) consecutive hours free from work since their last shift.

C. Basis for Salary Schedule

1. Week

The salary schedule is based on a thirty-five (35) hour week. Employees who regularly work thirty-seven and one-half (37½) hours receive compensation consolidated into the rate.

2. Hours

The salary schedule is based on hours of work conducted between 08:00 hours and 17:00 hours, except as provided in Clause 6.E.1. (Variation of Work Schedule) and 6.E.2 (Modified Work Schedule).

D. Shift Differential

Any employee covered by this Agreement who is required to work a shift with a portion of their regular hours outside the normal span shall be paid a differential for the total regular hours on such days as follows:

- 1. If the shift commences at 06:00 hours or earlier or ends at 19:00 hours or later - five per cent (5%); or
- 2. If the shift commences at 04:30 hours or earlier or ends at 20:30 hours or later - six and three quarter per cent (6 ¾%); or
- 3. If the shift commences at 03:00 hours or earlier or ends at 22:00 hours or later - nine per cent (9%).

## 6. WORKING CONDITIONS

### E. Modified Work Schedule

#### 1. Variation of Work Schedule

Terms and conditions of this Agreement may be varied by mutual agreement of the parties in order to implement work schedules which are modifications of the work schedules set forth in this Agreement.

#### 2. Access

Modified work week schedules will be applied where there is mutual agreement between the Administrator/Supervisor and the employee(s) to do so. Requests for a modified work week schedule will be implemented on a trial basis for thirty (30) days. At the conclusion of thirty (30) days, the Administrator/Supervisor and the employee(s) will review the schedule to determine if modifications are required to ensure that the modified work week schedule is meeting the services required in the school/department. Cancellation of a modified work week schedule will be automatic on expiry of thirty (30) days written notice is given by **Employee Services** or the Union.

#### 3. Hours of Work

- (a) Employees will work an additional one-half ( $\frac{1}{2}$ ) hour per day on a prescheduled basis. Starting, finishing and lunch times will be arranged with the local supervisor.
- (b) Employees will bank the additional time worked. Banked time will be taken off as scheduled by mutual agreement of the employees and the supervisor. Prescheduled days off are preferred.
- (c) An employee who has banked thirty-five (35) hours of time off must take any additional accumulated time off within the tri-weekly period in which it is earned.

#### 4. Administration

- (a) Each participating section will keep accurate records of the time worked, time taken off and net accumulated time for each employee.
- (b) Employees will not earn or bank time off:
  - (i) for days of absence from work, or
  - (ii) for work in another work area which is not on a modified work week schedule
  - (iii) unused breaks or lunch may not be banked as earned time.

By agreement with the local supervisor, the employee may work additional time (within the two and one-half ( $2\frac{1}{2}$ ) hour per week maximum) to compensate for such time not earned (e.g., statutory holidays).

- (c) An employee shall not receive "acting in senior capacity" pay when carrying out the duties of a CUPE Local 15 (VMECW) member absent on a modified work week day off.

## 6. WORKING CONDITIONS

### E. Modified Work Schedule

#### 5. Variations

- (a) Variations to the preceding provisions may be made by mutual agreement of the Union and the Board to fit specific situations.
- (b) Any such agreement will be in writing and will be circulated to those affected by it.

#### 6. Irregular Hours

Certain cadre of employees may be required to work irregular hours including, on occasion, a Saturday or Sunday, which exceed those stated in this agreement for other employees because of the nature of their work schedule. It shall be the responsibility of the supervisor assigned to supervise such cadre of employees, together with each employee, to establish a mutually agreeable work schedule which, while flexible, shall not exceed an average of thirty-five (35) hours per calendar week. Furthermore, an employee may only bank a maximum of thirty-five (35) hours of flex time at any given time. These employees are currently known as Multicultural Home and School Workers (**School & Student Support B**), Settlement Workers in Schools (**School & Student Support B**), Indigenous Education Enhancement Workers (**School & Student Support B**), School-aged Children and Youth Workers (SACY) (**School & Student Support B**), **Technical and Resource Support D (District Student Events)**, Community Link Youth and Family Workers (**School & Student Support B**), School & Student Support A – Inner City (Neighbourhood Support) and Older Immigrant Youth Engagement Workers.

### F. Overtime

#### 1. Options

- (a) **Paid Overtime**  
Subject to Clauses 6.F.1.(b) and 2. below and subject to Clauses 6.E.1. (Variation of Work Schedule) and 6.E.2. (Modified Work Schedule), every employee who is required to work overtime shall, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof.

- (b) **Definition**

Overtime is defined as all time worked in excess of the employee's regular hours or days of work EXCEPT as follows:

- (i) time worked by part-time employees who have requested additional hours as provided in Clause 6.B.1. (Regular Hours of Work), OR
- (ii) time worked by part-time employees in excess of their regular hours provided that they have received at least forty-eight (48) hours of advance notice of assignment and provided that any time worked in excess of seven (7) hours per day or in excess of thirty-five (35) hours per week will be paid as overtime (7.5 hours per day and 37.5 hours per week for Workshop personnel), OR

## 6. WORKING CONDITIONS

### F. Overtime

(iii) time worked by Term Employees on days that school is not in session for teachers as provided in Clause 11.E.2. (Pay Procedures).

#### (c) Overtime Pay

An employee shall be paid at two (2) times the employee's regular rate of pay for all overtime worked to the nearest one-half ( $\frac{1}{2}$ ) hour provided such overtime has been authorized.

#### (d) Compensating Time Off

An employee who elects to receive compensating time off in lieu of being paid for overtime shall be given compensating time off equivalent to the number of hours which **they** would have been paid for as overtime so worked as provided in 6.F.1.(c) above. Provided, however, that if all of the compensating time off has not been used by October 31 of the year in which such overtime was earned or, prior to leaving the service of the Board for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received in **November** of the year in which it was earned.

### 2. Authorization

All overtime must be authorized in writing in advance by the employee's supervisor. Where the employee has a pre-existing commitment that cannot be altered, the employer will make every reasonable effort to implement alternate work arrangements to accommodate the overtime assignment.

### 3. Field Trips

Where a class specification **or job band** includes the requirement of field trip participation, such employee may be required to accompany field trips only during normal working hours, defined as between 08:00 and 17:00 hours, on days when school is in session for children.

When such employees are required to work outside of their normal working hours, prior written authorization for overtime shall be provided by their supervisor.

In accordance with Article 14 of the 2014 Provincial Framework Agreement, no employee shall be required or permitted to perform unpaid hours of work.

(a) Employees who leave and return on a normal working day will receive overtime pay in accordance with Clause 6.F.1.(c) (Overtime Pay) for all time worked in excess of the regular work day.

## 6. WORKING CONDITIONS

### F. Overtime

- (b) Weekday overnight field trips will be paid to a maximum of four (4) hours overtime beyond **their** normal work day. In the event the field trip includes a Saturday or Sunday the employee will be paid up to seven (7) hours per day.

Should extraordinary or emergency situations require the employee to work beyond the expected supervisory and care functions, and as authorized by the Board representative in charge, **they** will be paid for the additional hours worked in addition to the stated overtime.

### G. Stand-by and Call Out

#### 1. Stand-by

Stand-by is defined as being on-call to be available to work at any time following the completion of an employee's regular shift.

Employees who are required to be on stand-by will be compensated as follows:

- (a) Employees will receive one (1) hour pay at straight time for each eight (8) hour period of stand-by time or less on weekday evenings regardless of whether any calls are received;
- (b) On weekends, they will receive two (2) hours at straight time for each six (6) hour period of stand-by time or less regardless of whether any calls are received;
- (c) In addition, when an employee is called and the employee is not required to attend a worksite but the employee is required to provide support or advice, the employee shall be compensated on the basis of one-half hour at overtime rate for each one half hour of time, or portion, so spent. When an employee is required to attend a worksite, the normal provisions for Call Out shall apply.

#### 2. Call Out

Call-out is defined as being called back to work at any time following completion of an employee's regular shift, where prior notice as described in Clause 6.F.1.(b)(ii) (Extra time worked by part-time employees) has not been received, or any work performed on an employee's regular day off.

An employee shall be paid for all hours worked plus one (1) hour's allowance for travelling to and from home, with a minimum of two (2) hours' pay at double the employee's regular wage rate. Such overtime may be taken as compensating time off at the employee's option.

An employee requested to work on a regular day of rest shall be paid for all hours worked, plus one (1) hour's allowance for travelling to and from home, with a minimum of two (2) hours' pay, at double the employee's regular wage rate. Such overtime may be taken as compensating time off at the employee's option.

## 6. WORKING CONDITIONS

### H. Trial Period on Promotion or Transfer

#### 1. Length of Trial Period

When employees are promoted or transferred to a new position, they shall serve up to sixteen (16) working week trial period in the new position before being confirmed in the appointment. The trial period for part-time employees will be the equivalent of sixteen (16) working weeks. Time served by the employee in an acting capacity in the position within the previous year prior to promotion or transfer may be counted towards the trial period at the discretion of **Employee Services**.

#### 2. Orientation During Trial Period

If the appointment is not confirmed the employee shall revert to a position of equal status to the position occupied prior to promotion or transfer. In the event that the employee does not wish to continue in the position during the first eight (8) weeks of the trial period the employee may opt to return to **their** previous position, provided that it has not been filled, or be placed in the next available position of equal status.

#### 3. Transfer/Promotion

Transfers and promotions within the trial period may be considered in exceptional circumstances and where practicable as determined by **Employee Services**.

#### 4. Performance Appraisals

When a performance appraisal is conducted, the employee shall be given the opportunity to review and sign the performance appraisal form upon its completion to indicate that its content has been read. The employee shall have the right to place **their** own comments on the form or to append comments to the form. The absence of the employee's signature will not render the performance appraisal invalid. When the evaluation is completed, the employee shall be provided with a copy and a copy shall be placed on the employee's personnel file. In the event a performance appraisal is conducted during a probationary or trial period, it shall include a mid-term performance appraisal which will be conducted as close to the middle of the probationary or trial period as possible.

- (a) A performance appraisal will not be conducted at every site the employee works.
- (b) The location with the highest percentage of time (fte) shall be responsible for conducting the performance appraisal.
- (c) If locations share an equal amount of time (fte), all locations are responsible for conferring and submitting one performance appraisal to **Employee Services** for that employee.
- (d) A performance appraisal shall be conducted only by the Employee's Supervisor.

## 6. WORKING CONDITIONS

### I. Temporary Positions

#### 1. Posting

All temporary vacancies which are expected to continue for over five (5) months shall be posted internally provided any vacancies so created by recruitment may be filled by a temporary appointment without posting.

All continuous temporary positions twenty (20) hours per week or longer shall be reviewed during the fourth month for a decision as to whether the position shall continue. Should the decision to continue the position result in the position existing for over five (5) months from date of inception, then the position shall be posted in accordance with the terms of this agreement. Should a position which was originally posted as temporary be made permanent it shall be posted in accordance with the terms of this Agreement.

#### 2. Permanent Employee Appointed to Temporary Position

Should a Permanent Employee be appointed to fill a temporary position **they** shall, when such temporary work is completed, return to **their** former position and location (provided the position is not itinerant in nature) without loss of seniority in such position, and any other employee who may have received promotion as a result of the temporary arrangement of positions in the department shall automatically revert to **their** former position. Employees in itinerant positions shall retain their permanent status when such temporary work is completed.

#### 3. Temporary Assignments - Applications from Permanent Employees

Permanent employees who have notified **Employee Services**, in writing, of their interest in temporary reassignments and who are qualified shall be considered for long term temporary non-posted vacancies, prior to Employees-on-Call (EOCs) filling the positions.

### J. Filling of Temporary Assignments

The practice of the Board is to consider the following factors when filling non-posted temporary assignments: qualifications (related experience and training), availability, suitability, work site requests and V.S.B. work history including length of service, conduct, ability to meet V.S.B. performance standards and ability to work cooperatively with others.

Any concerns regarding the frequency of assignments may be directed to **Employee Services** to be dealt with, but shall not be arbitrable.

### K. Clothing

1. Special apparel shall be provided by the Board for all employees authorized by the Board to wear special apparel. The Board shall supply, launder and repair such special apparel without any cost to the employee. Such special apparel shall be the property of the Board and on terminating their services with the Board, employees shall return it.

## 6. WORKING CONDITIONS

### K. Clothing

2. Compensation shall be granted, upon request, for the cleaning, repair and/or replacement of clothing (including items such as eyeglasses or hearing aids) which is soiled, damaged or destroyed through no negligence of the employee in the performance of the normal duties of the employee. Normally such requests shall be required in writing to the employee's supervisor within five (5) working days of the occurrence. The supervisor shall report the matter immediately to **Employee Services** in writing who shall determine the amount, if any, of the compensation. Particular attention shall be given to employees who work with special needs children.
3. The Board agrees to pay an annual safety footwear allowance of one hundred and twenty-five dollars (\$125.00), payable in September, to all employees required by W.C.B. to wear safety footwear.

### L. Job Sharing

Where there is mutual agreement between the Board and the Union to do so, employees may job share on a 50/50 or 40/60 basis with each employee working full days.

Any employee wishing to participate in a job sharing arrangement should make written application to the Union and **Employee Services** by April 30 for ten (10) month employees or at least three (3) months in advance of the desired commencement date if a twelve (12) month employee. Requests received after the deadline will not be unreasonably withheld on the basis of timeliness alone.

A job share partner must be a temporary employee **and commit to the assignment for the full length of the job share**. In each instance of job sharing, the employees involved will be advised in writing of the terms of the arrangement.

Any job sharing arrangements will incorporate the following standards:

1. Retention of seniority and related rights.
2. Retention of employee status.
3. Continuation of all benefits where appropriate. Salary, salary increments, Municipal Pension, vacation pay, deferred savings and sick leave earned and used, and medical/dental appointments will be appropriately pro-rated.
4. Should the owner of the permanent position leave the position the job will be posted. Until this occurs, the remaining incumbent will normally work full time in the position, with a minimum of ten (10) working days' notice.
5. Either the Board or the Union may cancel the arrangement in writing, with a minimum of-thirty (30) working days' notice, provided that upon doing so the job sharing arrangement will continue until the end of the school year.
6. For short-term absences, the other employee may relieve if agreeable to that employee.
7. Each job sharing arrangement will be established for a specific period, subject to extension by mutual agreement, with the employees involved reverting to their previous hours, status and previous or equivalent position upon its conclusion. Article 6 I. applies to such arrangements.



6. WORKING CONDITIONS

L. Job Sharing

8. The purpose of a job share is not to accept employment elsewhere.

M. Acting in Senior Capacity

1. Temporary Authorization and Pay

An employee who is authorized by **their** Department Head or designate to accept the responsibilities and carry out the duties falling substantially within a position senior to that which **they** normally hold for a continuous period of one (1) working day or more shall be paid for the total period as if **they had** been promoted to the senior position.

In the event that an employee is required to act in a position that is excluded from the bargaining unit, the same principles of acting pay shall apply.

2. Payment

Payments for persons acting in senior capacity shall be accumulated and paid in full to the employee at the pay period immediately following receipt of adequate documentation by the Payroll Office.

Employees will be paid the higher rate for any holidays or sick days which fall within the period of acting in senior capacity.

3. Promoted to Senior Position

Should the said employee, as described in Clause 6.M.1. (Temporary Authorization and Pay) and 6.M.2. (Payment) above, later be successful for appointment to the senior position or to a position carrying the same pay rate as the senior position, such employee shall, on appointment to such position, be credited for the time spent acting in the senior position during the previous twelve (12) month period.

7. SCHEDULE OF WAGE RATES

A. Term

The scales of remuneration referred to below shall apply during the term of this Agreement on the dates indicated on the scales.

B. Changes to Rates

Any changes to rates in the schedule applicable to an unchanged classification shall not be put into effect until both parties have approved.

C. The July 1, 2019 to June 30, 2022 schedules of wage rates is on page 72 and 73.

## 8. EMPLOYEE BENEFITS

### A. Annual Vacations (see Vacation Entitlement Table on page 27)

#### 1. Calculations for Entitlement

The annual vacation is granted for service during the calendar year from January 1 to December 31. It is to be taken within the calendar year in which it is earned (unless otherwise mutually agreed upon). Employees shall select their vacation on the basis of their seniority within the bargaining unit. An employee's vacation request shall not be unreasonably denied. The entitlement of an employee, except as otherwise provided in this Agreement is as follows:

- (a) If one (1) year's service cannot be completed by December 31 **they** shall receive vacation pay in accordance with the Employment Standards Act and Amendments thereto.
- (b) If one (1) year's service can be completed by December 31 **they** shall receive fifteen (15) working days at **their** regular rate of pay (and pro rata if **their** service during the year is not full-time), and six per cent (6%) if Term Employee.
- (c) If seven (7) years' service can be completed by December 31 **they** shall receive twenty (20) working days at **their** regular rate of pay (and pro rata if **their** service during the year is not full-time), and eight per cent (8%) if Term Employee.
- (d) If fifteen (15) years' service can be completed by December 31 **they** shall receive twenty-five (25) working days at **their** regular rate of pay (and pro rata if **their** service during the year is not full-time), and ten per cent (10%) if Term Employee.
- (e) If twenty (20) years' service can be completed by December 31 **they** shall receive thirty (30) working days at **their** regular rate of pay (and pro rata if **their** service during the year is not full-time), and twelve per cent (12%) if Term Employee.
- (f) If twenty-five (25) years' service can be completed by December 31 **they** shall receive thirty-one (31) working days at **their** regular rate of pay (and pro rata **their** service during the year is not full-time), and twelve point four per cent (12.4%) if Term Employee.
- (g) If twenty-six (26) years' service can be completed by December 31 **they** shall receive thirty-two (32) working days at **their** regular rate of pay (and pro rata if **their** service during the year is not full-time), and twelve point eight per cent (12.8%) if Term Employee.
- (h) If twenty-seven (27) years' service can be completed by December 31 **they** shall receive thirty-three (33) working days at **their** regular rate of pay (and pro rata if **their** service during the year is not full-time), and thirteen point two per cent (13.2%) if Term Employee.
- (i) If twenty-eight (28) years' service can be completed by December 31 **they** shall receive thirty-four (34) working days at **their** regular rate of pay (and pro rata if **their** service during the year is not full-time), and thirteen point six per cent (13.6%) if Term Employee.

## 8. EMPLOYEE BENEFITS

### A. Annual Vacations

- (j) If twenty-nine (29) years' service can be completed by December 31 **they** shall receive thirty-five (35) working days at **their** regular rate of pay (and pro rata if **their** service during the year is not full-time), and fourteen per cent (14%) if Term Employee.

### 2. Carry-Over

An employee entitled to an annual vacation of twenty (20), twenty-five (25), thirty (30) working days or more shall be permitted to accumulate a carry-over of a maximum of twenty (20) working days of such entitlement provided that no employee may take less than fifteen (15) working days in any one (1) year. The use of such carry-over must be at such a time which has the approval of the Department Head.

### 3. Supplementary Vacation

- (a) Each employee shall be entitled to five (5) working days of supplementary vacation, in addition to the annual vacation to which **they are** entitled under Clause 8.A.1.(Calculations for Entitlement). Upon commencing **their** eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service.
- (b) It is understood between the parties that each employee shall become entitled to **their** supplementary vacation on the first day of January in the year in which **they** qualify for such supplementary vacation. An employee shall retain **their** supplementary vacation entitlement in the event that such employee's employment is terminated or **they** resign prior to the end of the period to which the entitlement applies
- (c) Each supplementary week of vacation will be taken during a five (5) year period commencing in the year the supplementary week is credited. If banked beyond the five (5) year date, it may be paid out in its entirety upon retirement, or alternatively in amounts at the employee's discretion, at the employee's rate in effect on January 1, such payments to be made in January.
- (d) Employees shall have the option of taking pay in lieu of supplementary vacation.
- (e) Each employee entitled to supplementary vacation will be **notified in December and paid out in January unless they elect otherwise through employee Self-Service** in December of the preceding year to elect vacation time (as is done for gratuity credits). An employee who **is paid out** will be paid five (5) days at the employee's rate in effect on January 1st, such payment to be made in January.

8. EMPLOYEE BENEFITS

Entitlement/Year														
Year Hired	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
2022											ESA	15	15	15
2021										ESA	15	15	15	15
2020									ESA	15	15	15	15	15
2019								ESA	15	15	15	15	15	15
2018							ESA	15	15	15	15	15	15	20
2017						ESA	15	15	15	15	15	15	20	20
2016					ESA	15	15	15	15	15	15	20	20	20
2015				ESA	15	15	15	15	15	15	20	20	20	20+5
2014			ESA	15	15	15	15	15	15	20	20	20	20+5	20
2013		ESA	15	15	15	15	15	15	20	20	20	20+5	20	20
2012	ESA	15	15	15	15	15	15	20	20	20	20+5	20	20	20
2011	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20
2010	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5
2009	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25
2008	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25
2007	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25
2006	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25
2005	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	30+5
2004	20	20	20+5	20	20	20	20	25+5	25	25	25	25	30+5	30
2003	20	20+5	20	20	20	20	25+5	25	25	25	25	30+5	30	30
2002	20+5	20	20	20	20	25+5	25	25	25	25	30+5	30	30	30
2001	20	20	20	20	25+5	25	25	25	25	30+5	30	30	30	30
2000	20	20	20	25+5	25	25	25	25	30+5	30	30	30	30	31+5
1999	20	20	25+5	25	25	25	25	30+5	30	30	30	30	31+5	32
1998	20	25+5	25	25	25	25	30+5	30	30	30	30	31+5	32	33
1997	25+5	25	25	25	25	30+5	30	30	30	30	31+5	32	33	34
1996	25	25	25	25	30+5	30	30	30	30	31+5	32	33	34	35
1995	25	25	25	30+5	30	30	30	30	31+5	32	33	34	35	35+5
1994	25	25	30+5	30	30	30	30	31+5	32	33	34	35	35+5	35
1993	25	30+5	30	30	30	30	31+5	32	33	34	35	35+5	35	35
1992	30+5	30	30	30	30	31+5	32	33	34	35	35+5	35	35	35
1991	30	30	30	30	31+5	32	33	34	35	35+5	35	35	35	35
1990	30	30	30	31+5	32	33	34	35	35+5	35	35	35	35	35+5
1989	30	30	31+5	32	33	34	35	35+5	35	35	35	35	35+5	35
1988	30	31+5	32	33	34	35	35+5	35	35	35	35	35+5	35	35
1987	31+5	32	33	34	35	35+5	35	35	35	35	35+5	35	35	35
1986	32	33	34	35	35+5	35	35	35	35	35+5	35	35	35	35
1985	33	34	35	35+5	35	35	35	35	35+5	35	35	35	35	35+5
1984	34	35	35+5	35	35	35	35	35+5	35	35	35	35	35+5	35
1983	35	35+5	35	35	35	35	35+5	35	35	35	35	35+5	35	35
1982	35+5	35	35	35	35	35+5	35	35	35	35	35+5	35	35	35
1981	35	35	35	35	35+5	35	35	35	35	35+5	35	35	35	35
1980	35	35	35	35+5	35	35	35	35	35+5	35	35	35	35	35+5

8. EMPLOYEE BENEFITS

A. Annual Vacations

4. Term Employees

1350 hours worked as a term employee shall be deemed to be the equivalent of one (1) year of service for purposes of vacation entitlement and seniority for Term Employees. In the event that a Term Employee is promoted or transferred or appointed to a regular twelve (12) month position, service earned as a Term Employee shall be carried over to the new position on the basis of the aforesaid definition. Further provisions for Term Employees are included in Clause 11.E.2. (Pay Procedures).

5. Definition of Service for Vacation Entitlement

For the purpose of Clause 8 A. respecting annual vacations, service during the calendar year shall include each day for which the employee receives full pay from the Board or is in receipt of Worker's Compensation for a period not exceeding twelve (12) months.

6. Reconciliation of Vacation

Where, due to an employee changing from twelve (12) month to term status, or vice versa, any vacation owed will be reconciled prior to the end of the calendar year for tax purposes. The actual recovery of overtaken vacation entitlement will be done over a mutually agreeable time period, which may extend into the subsequent year.

7. Temporary Service

Those employees who were hired prior to 1991 and have "temporary service" on their record will have such temporary service recognized for vacation entitlement purposes.

B. General Holidays

The following general holidays shall be observed as holidays and shall be paid at the regular rate of the employee:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

1. Day In Lieu

When a general holiday listed above falls on a day that is a rest day for an employee and an alternate day is not proclaimed in its place, then the employee shall be given another day off, of the employee's choice, in lieu thereof. Seniority in the bargaining unit shall be the determining factor in the selection of the day in lieu.

## 8. EMPLOYEE BENEFITS

### B. General Holidays

#### 2. Entitlement to Statutory Holidays

All employees who are permanent, probationary, or temporary shall receive those statutory holidays which fall after the date of appointment and within a calendar month in which the employee has worked.

Part-time employees who work less than five (5) days per week will receive a pro-rated amount, when the holiday falls or is observed on other than a working day for the employee.

#### 3. Additional Statutory Holidays

Additional statutory holidays shall be any day proclaimed to be a public holiday by the Provincial or Federal Government and by the Board.

#### 4. Work on Statutory Holiday

All hours worked on a statutory holiday or a day proclaimed in lieu of such holiday shall be paid for at double time in addition to regular pay. The latter may be taken as a day off in lieu at the request of the employee.

### C. Sick Leave

#### 1. Initial Sick Leave Credit

Upon appointment to permanent staff following probation an employee shall receive sick leave credit in accordance with Clauses 8.C.3.(a) (Full Time Employees) and 8.C.3.(b) (Term Employee) below.

#### 2. Advance of Sick Leave Credit

An employee on probation shall be advanced up to seven (7) days of sick leave, but if the employee ceases employment without qualifying for the above benefit, the advance will be deducted from pay on termination of their employment.

#### 3. Accumulation of Sick Leave Credits

##### (a) Full-Time Employees

Thereafter, except as otherwise provided in this Agreement, sick leave credits shall be earned while the employee is on duty at the rate of twenty (20) days per year, ten (10) days for a half-year, and one and one-half (1½) days a month for less than a half-year. When the employee is not on duty, the accumulation of sick leave credits will continue only if the absence is with pay. Sick leave may be accumulated to a maximum of two hundred and sixty-one (261) working days.

##### (b) Term Employee

A Term Employee shall earn credits as above at the rate of seventeen (17) days per annum cumulative to a maximum of two hundred and ten (210) days.

8. EMPLOYEE BENEFITS

C. Sick Leave

4. Sick Leave - Maternity/Adoption Leave

An employee who has been on Maternity Leave or Adoption Leave who has given notice to return from Maternity Leave or Adoption Leave and has received confirmation of a position and of a date for commencement of work by the Board and is unable to report for work on that date because of illness may use sick leave if such is available in the accumulated sick leave credit of that employee. The Board shall be informed of the illness with as much notice as possible. A doctor's certificate for the period of absence shall be presented by the employee on return to work to Employee Services.

D. Municipal Pension

1. Contributions

Employees who qualify for participation in the Municipal Pension Plan, in accordance with Municipal Pension Plan regulations, shall contribute to the Municipal Pension Plan, except where the regulations provide for optional participation. The Board's contribution will be paid only when the employee is in receipt of pay from the Board or when an employee is on W.C.B., sick leave with pay or maternity leave.

(Refer to Clause 6.L.3. (Job Sharing) for employees in a job sharing arrangement.)

E. Deferred Savings

1. The Board shall contribute two per cent (2%) of the salaries of Permanent Full-Time Employees, and the said employees shall contribute an equal amount. The contributions are deposited in a trust fund for the benefit of the employee, and can be withdrawn by an employee in accordance with the contract covering the trust fund with the trust company.
2. Employees on continuous appointment working twenty (20) hours a week or more shall receive deferred savings in the same form as received by Permanent Full-Time Employees described in 1. above. In addition an employee who becomes qualified to earn Municipal Pension shall, by that fact, also qualify to earn deferred savings.
3. Withdrawals from Deferred Savings are to be processed on-line.

F. Medical Insurance

1. Medical Services Plan

The Board will contribute one hundred per cent (100%) of the premiums for Medical Services Plan of B.C. for eligible employees (and eligible family members) who elect to participate.



## 8. EMPLOYEE BENEFITS

### F. Medical Insurance

#### 2. Extended Health

The Board will contribute one hundred per cent (100%) of the premium of the Pacific Blue Cross Extended Health Benefits Plan for eligible employees who elect to participate, to a maximum of \$25,000 every twenty-four (24) months, with fifty (\$50) annual deductible and no co-insurance.

The sample of services covered includes:

The eyeglass option will provide a maximum of five hundred dollars (\$500.00) payable every twenty-four (24) months with no deductible and no co-insurance.

EHB Pay -Direct Drug Card - Extended Health Benefit services will be extended to include the direct pay card.

Clinical Psychologist - \$200 per twelve (12) months.

The hearing aid option will provide one thousand five hundred dollars (\$1,500) every thirty-six (36) months with no deductible and no co-insurance.

The child hearing aid option will provide an additional four hundred dollars (\$400.00) every sixty (60) months with no deductible and no co-insurance.

**Employees can obtain benefit information by logging into the benefit carrier website.**

#### 3. Contributions During Sick Leave

In the case of absence for illness the Board's contribution will be maintained while the employee is in receipt of pay. When absent due to illness and not in receipt of pay, the benefits may continue in force and the employee may pay the full premium through the Board if **they** desire.

#### 4. Term Employee

All Term Employees who qualify shall receive medical benefits for twelve (12) months as per 8.F.1. (Medical Services Plan) and 8.F.2. (Extended Health).

#### 5. Dental Plan

A permanent employee shall participate in the dental plan on successful completion of probation, or ten (10) months' continuous employment with the Board in any capacity subject to Clause 2.B.2.(a) (Temporary Employee).

If an employee wishes to enrol **their** common-law spouse in the dental plan, the definition in Clause 2.F. (Legal or Common Law Spouse) shall apply, i.e., a partner who, at the time of the qualification, is publicly maintained and represented as the employee's spouse and has continuously been so maintained and represented for at least the previous twelve (12) months.

## 8. EMPLOYEE BENEFITS

### F. Medical Insurance

Premiums for the dental plan will be one hundred per cent (100%) paid by the Board.

- (a) The following employees have twelve (12) months coverage for dental benefits per year:
  - (i) All Permanent Employees, including permanent Term, who have completed four (4) months of continuous service.
- (b) The following benefits shall be provided:
  - (i) Plan (A) Basic Dental Services paying for eighty-five per cent (85%) of the approved schedule of fees.
  - (ii) Plan (B) Prosthetics, Crowns and Bridges paying for seventy-five per cent (75%) of the approved schedule of fees.
  - (iii) Plan (C) Orthodontics paying for seventy per cent (70%), of the approved schedule of fees to a lifetime limit of six thousand dollars (\$6,000) per person.
- (c) Dependent children, as defined in the Income Tax Act, who are over the legal age for coverage in the plan shall be covered with an appropriate rate for such coverage shared by the employee and the Board.

### G. Group Life Insurance

1. The Board shall provide Group Life Insurance for all employees covered by this Agreement who have been appointed to the permanent staff, in the amount of \$100,000. The full premium shall be paid by the Board with effect from 1980 December 31. The Board has the right to determine the carrier or to self-insure.
2. The life insurance coverage shall remain in effect while an employee is in receipt of salary or is on leave of absence without pay with permission of the Board. Moreover, the coverage shall continue for thirty (30) days after termination by an employee. For Term Employees on permanent status coverage shall apply during the months of July and August.
3. The terms of this coverage shall be given to each new eligible employee and sent by mail to all employees presently on staff.

## 8. EMPLOYEE BENEFITS

### H. Gratuity Plan

#### 1. Accumulation of Credits

All employees except Term Employees shall accumulate gratuity credits at the rate of one (1) day for each quarter in the employ of the Board (i.e., three (3) calendar month period). Providing, however, that should an employee not be in receipt of wages due to a leave of absence without pay in excess of four (4) weeks in a quarter no gratuity day will be credited for that quarter. The annual total shall be four (4) days. One (1) day shall be subtracted from the accumulated credits of the employee for an absence due to illness in a quarter, providing however that one-

half ( $\frac{1}{2}$ ) day only shall be subtracted for an absence of one-half ( $\frac{1}{2}$ ) day and not more than one (1) day shall be subtracted in any one (1) quarter.

Term Employees shall earn one (1) gratuity day in each of the periods January - March, April - June, and September - December making a total of three and one-half (3.5) gratuity days in a calendar year subject to the same conditions as above.

Gratuity credits earned in any calendar year do not become an entitlement until the completion of the calendar year in which they are earned unless an employee leaves the services of the Board for any reason. Term Employees shall earn one and one-half ( $1\frac{1}{2}$ ) days gratuity for September-December.

##### (a) Part Year of Service

Credit earned for a part year of service (e.g., first year and/or the last, or during probation with effect from 1986 September 1 will be given on a pro rata basis to the nearest one-half ( $\frac{1}{2}$ ) day.

##### (b) Illness

Should an illness extend from one (1) quarter into the next quarter, such illness shall, for the purposes of this plan, be considered as occurring only in the first quarter of the illness. If the same illness extends into a third or subsequent quarter deductions will resume as per 8.I.1. (Accumulation of Credits).

#### 2. Use of Credit

An employee may use banked days for special and personal reasons, without penalty, subject only to the approval of the Department Head, Division Head or Principal. Such approval shall not be unreasonably withheld.

#### 3. Gratuity Plan Payout

Effective January, 2014 gratuity days earned in a year shall be paid for on the last pay cheque in January of the following year at the composite rate of pay used for salary purposes which was in force during the last month of the preceding year, or shall be placed in a bank. Employees are permitted to accumulate a carry over of twenty (20) days as in 8.H.2. (Use of Credit) above at the employee's option. The Payroll Department shall be notified in writing prior to December 31 of each year of the employee's intention to exercise the option to bank rather than receive payout.

8. EMPLOYEE BENEFITS

H. Gratuity Plan

4. Definition of Illness

Illness in this clause shall mean non-occupational sickness or injury.

5. Payment of Banked Gratuity

(a) Cash

- (i) Upon retirement on or after attaining minimum retirement age, or
- (ii) Upon retirement with permanent disability, or
- (iii) Upon leaving the Board's employ, or

(b) Leave

As leave at any time subject to the following:

- (i) Permission from the Division Head, Department Head or Principal.
- (ii) As time off on termination for any reason other than as described in (a) above.

I. Special Payment in Case of Employee's Death

In the event of the death of an employee who, at the time of death had been employed by the Board continuously for six (6) months, the Board shall pay one (1) month's salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which **they were** last employed by the Board.

The Board shall also pay a sum equal to one-half (½) the accumulated sick leave up to a maximum of fifteen (15) days pay.

The Board shall continue the medical and dental benefits to the dependents of the deceased employee for a period of six (6) months after the death of the employee. Such continuation shall be paid for in full by the Board. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid out.

J. Employee Assistance Program

All permanent employees, full and part time, and their dependents and immediate family members (living in the same household) have access to the Employee Assistance Program.

K. Public Education Benefits Trust

The Parties have agreed to participate in the Public Education Benefits Trust (PEBT) and to place their dental, extended health and group life insurance coverage specified in this Clause with the PEBT.

The Parties have further agreed to participate in the government funded "Core" long term disability plan and the Joint Early Intervention Service provided through the PEBT.

## 9. ABSENCE FROM DUTY

### A. Paid Time Off

Paid time off may be taken within the provisions of the Collective Agreement as outlined in the following clauses:

- 6.F.(d) Compensating Time Off
- 8.A. Annual Vacation
- 8.A.3. Supplementary Vacation
- 8.H.2. Gratuity Plan

### B. Non-Occupational Sickness and Injury

#### 1. Use of Sick Leave Credits

- (a) When an employee is absent because of illness, (including an accident other than that covered by Workers' Compensation) no deduction from pay shall be made until the expiry of their accumulated sick leave credits.
- (b) A deduction shall be made from accumulated sick leave credits of all working days absent with pay, due to illness of the employee. An employee will be entitled to use up to ten (10) days per year of sick leave credits to attend to the illness of their spouse, parent or child. If an employee has utilized the ten (10) days, they may access other time available such as vacation or gratuity to cover further absence due to attending to the illness of a spouse, parent or child. This entitlement will also be available to attend to the illness of an immediate family member who is resident in the employee's household as defined by Clause 9.G.1. (Death of a Family Member).

#### 2. Medical Certificate

- (a) Any employee absent because of **their** illness or that of an immediate family member, may be required to have a duly qualified medical practitioner licensed to practice in the Province of British Columbia complete a Board Employee Health Form, certifying that the employee was unable to carry out **their** duties due to illness or confirming the illness of the immediate family member, as appropriate. When this is required, the Board will ensure the employee is provided with the Board Employee Health Form to be completed within a reasonable period coincident with the employee's absence.
- (b) Whenever the Board requires an employee to have a medical certificate, or to have a Board Employee Health Form completed, the Board shall reimburse the employee for the cost incurred for such certificate/form to a maximum of thirty-five dollars (\$35.00). The employee shall produce a receipt from a duly qualified medical practitioner together with the medical certificate/form to **Employee Services** and it shall be the responsibility of **Employee Services** to ensure that the employee is reimbursed the cost of such certificate/form.
- (c) When an employee is required to travel for medical reasons, the employee must submit a medical certificate/form verifying the medical necessity for travel, in order to qualify for sick leave benefits during the period of travel. The medical certificate/form must predate the date of travel.

9. ABSENCE FROM DUTY

C. Accidents or Illness Covered by Workers' Compensation Board

1. Use of Sick Leave Credits

Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to compensation under the Workers' Compensation Act, **they** shall not be entitled to use sick leave credits for time lost, during the first twelve (12) months, by reason of any such disability.

2. Reimbursement of Workers' Compensation to the Board

All monies received by an employee by way of compensation for loss of wages under the Workers' Compensation Act when the employee is entitled to a top up of their salary, shall be paid to the Board. The Board will provide a supplement sufficient to give the employees their regular net income as calculated including any premiums. After twelve (12) calendar months, the amount paid to the employee by the Board shall be charged against the accumulated sick leave credit of the employee on a proportionate basis for as long as the accumulation of sick leave credit permits.

3. Definition

Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

D. Return to Work

When an employee, supported by **their** medical practitioner or rehabilitation consultant, requests an accommodation to return to work or a gradual return to work, the Union will be notified of the request and proposed accommodation. Where an accommodation is arranged and the employee is placed in a permanent position at a lower pay grade than the original position, the employee will be paid at the rate of the new position, except that during the first month of the accommodation schedule, the employee will be paid at the rate of the original position.

E. Disabilities Not Covered by Workers' Compensation Board

Where an employee is paid wages by the Board while absent from employment by reason of any disability other than one for which they would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Board. Upon the Board receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered.

F. Compulsory Quarantine

Salary for time lost due to compulsory quarantine shall be paid to permanent employees when certified by the Medical Health Officer and is not chargeable against sick leave.

## 9. ABSENCE FROM DUTY

### G. Bereavement Leave

Bereavement Leave will normally be taken within one week of the death of the family member. Where circumstances do not allow the leave to be taken within one week, exceptions may be granted by written application to the appropriate representative from **Employee Services**. Term employees who are bereaved during Christmas Break and Spring Break lay-off will be granted their Bereavement Leave upon return from Christmas Break and Spring Break. This provision in no way alters the employment relationship between Term employees and the Board and is provided strictly for compassionate reasons.

#### 1. Death of Family Member

Bereavement Leave without loss of pay shall be granted for a period not to exceed three (3) working days in the case of the death of:

- (a) an employee's spouse, common-law spouse, child, ward, brother, sister, parent, parent-in-law, guardian, grandparent, grandchild, daughter-in-law, son-in-law, grandparent-in-law, step-brother, step-sister, step-mother, step-father, brother-in-law, sister-in-law, or
- (b) other person/s, if resident in the employee's household, when the employee is required to attend to the affairs of the deceased.

Permanent, Probationary or Temporary Employees, when on assignment, shall be eligible for Bereavement Leave.

#### 2. Bereavement Leave

Any employee who qualifies for Bereavement Leave without loss of pay under Clause 9.**G**.1.(Death of a Family Member), and who is required to attend to the affairs connected with the funeral/ceremony and/or to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Metro Vancouver Regional District, Fraser Valley Regional District west of Hope, Squamish-Lillooet Regional District south of Whistler and Sunshine Coast Regional District) shall be granted upon request an additional leave without loss of pay for a further period of two (2) working days.

#### 3. Request for and Processing of Leave

Requests for leave under Clauses 9.**G**.1(Death of a Family Member) and 9.**G**.2. (Bereavement Leave) shall be submitted to **Employee Services** for processing.

#### 4. When on Annual Vacation

An employee who qualifies for Bereavement Leave without loss of pay under Clause 9.**G**.1. (Death of Family Member) may be granted such leave when on annual vacation if approved by the appropriate representative from **Employee Services**.

## 9. ABSENCE FROM DUTY

### G. Bereavement Leave

#### 5. When on Sick Leave

An employee who is absent on sick leave with pay, may convert their sick leave to Bereavement Leave as provided in Clause 9.G.1. (Death of Family Member). However, an employee on sick leave without pay or on Workers' Compensation Wage Loss Benefit shall not be entitled to such Bereavement Leave. Requests for conversion under this clause should be submitted in writing to **Employee Services**.

#### 6. Attendance as Mourner at Funeral

An employee may be granted leave of up to four (4) hours to be reported as one-half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or a mourner. The rest of the day may be granted without reporting if authorized by the employee's supervisor provided that the employee makes up the equivalent additional time when mutually convenient.

### H. Maternity Leave

1. An employee shall be entitled to Maternity Leave, without pay, from the date of separation from employment for a period of twelve (12) months or a shorter period if the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or later if the employee requests.

2. A pregnant employee who elects to request Maternity Leave shall provide **Employee Services** with a medical certificate/Board Employee Health Form from a duly qualified medical practitioner stating that **the employee** is pregnant and the estimated date of birth. Such certificate/form shall be provided not later than three (3) months prior to the estimated date of birth. Medical certificates/forms are available from **Employee Services**.

3. Where an employee gives birth before a request for leave is made, the Board shall, on the employee's request and on receipt of a certificate/form of a medical practitioner stating that the employee has given birth on a specified date, grant the employee Maternity leave immediately in accordance with Clause 9.H.1. (Maternity Leave).

4. Where a pregnancy is terminated before a request for leave is made the Board shall, on the employee's request and on receipt of a certificate/form from a medical practitioner stating that the pregnancy was terminated on a specified date, grant the employee sick leave for the period specified by the medical practitioner.

5. Where a pregnancy is carried to full term and results in a still birth, the Board shall, on the employee's request and on receipt of a medical certificate/ form from a duly qualified medical practitioner, grant the employee Maternity Leave for the period specified by the medical practitioner and in accordance with the provisions of the Employment Standards Act for Pregnancy Leave and the Employment Insurance Act.

6. Regardless of the date of commencement of Maternity Leave, no employee shall be permitted to work during the six (6) weeks following the date of birth, unless the employee requests a shorter period.



## 9. ABSENCE FROM DUTY

### H. Maternity Leave

7. Requests to return to work after a period shorter than six (6) weeks must be given in writing to the Board at least one (1) week before the date the employee indicates **the employee** intends to return to work with a certificate/form from a medical practitioner stating that the employee is able to resume work.
8. An employee who has been granted Maternity Leave shall notify **their** Administrator/Supervisor and **Employee Services** at least four (4) weeks before **the employee** intends to return to work. An employee who does not contact **Employee Services** at least four (4) weeks before the expiry of **their** leave, shall be considered to have voluntarily resigned from the Board.
9. Where an employee is granted Maternity Leave and for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, is unable to return to work after the maternity leave expires, the employee shall be granted a further leave of absence from work, without pay, for a period not exceeding a total of six (6) consecutive weeks.
10. Any illness arising from the pregnancy requiring leave will be considered sick leave for the period specified by a medical practitioner. However, an employee on Maternity Leave shall not be entitled to Sick Leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.
11. An employee who has notified the Board of **their** intention to return to work and on the date agreed between the employee and the Board for the commencement of work is ill and unable to return to work, shall be entitled to be paid sick leave benefits provided that **the employee** has sufficient sick leave credits and produces a medical certificate/ Employee Health Form duly completed by **their** attending physician to the Board. Sick leave used under these circumstances shall not be regarded as Maternity Leave nor as an extension of it. The Board shall be informed of the illness with as much notice as possible. A medical practitioner's certificate for the period of absence shall be presented by the employee on return to work to **Employee Services**.
12. Where Maternity Leave is taken, the Board shall pay the premiums for all benefits except Municipal Pension, for each month of leave including July and August for Term Employees. The Board shall continue to pay its share of Municipal Pension contributions provided the employee elects to continue to pay **their** share of contributions as per the Municipal Pension Plan. Maternity Leave is considered service for purposes of earning vacation, vacation pay, Municipal Pension (if so desired by the employee), medical, dental, extended health, group life and accrual of seniority.
13. Upon application from the employee, Maternity Leaves of term employees, ending within eight (8) weeks of the end of a school year may be extended to the end of the school year as unpaid personal leave.
14. An employee who resumes employment on the expiration of Maternity Leave shall be reinstated in all aspects by the Board to **their** previous position, or in a comparable position if **their** position no longer exists, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

## 9. ABSENCE FROM DUTY

### H. Maternity Leave

15. Where the Board has suspended or discontinued operations during an employee's Maternity Leave and has not resumed operations upon termination of the leave, the Board shall, on resumption of operations, comply with Clause 9.H.17.
16. The Board shall not terminate an employee, or change a condition of employment of an employee without the employee's written consent because of an absence arising from the employee's pregnancy, unless the employee has been absent for a period exceeding that set out in this Clause or unless the change was a negotiated change to the Agreement between the Board and the Union.
17. At the employee's option the balance of vacation earned during Maternity Leave may be taken as pay rather than paid leave at the end of the Maternity Leave.
18. In the event that an employee on Maternity Leave returns to active employment for a period of less than twelve (12) months, Clause 9.H.13. shall NOT apply for the period subsequent to the first six (6) months of leave. The employee will be deducted for the employee's share of the costs of any benefit premiums paid by the Board during that period. This time will not be considered service for the purposes of earning vacation, vacation pay, Municipal Pension, or other benefits as outlined in this Agreement.
19. Maternity S.U.B. Plan:
  - (a) The Board agrees to provide a Supplemental Unemployment Benefit (S.U.B.) Plan with the Employment Insurance (E.I.) Act in respect of Maternity benefits.
  - (b) Where a permanent employee takes maternity leave pursuant to Article 9.G. (Maternity Leave) and successfully applies to E.I., the Board shall pay the following:
    - (i) Ninety-Five per cent (95%) of the employee's current salary to a maximum annual salary **not greater than the Canada Revenue Agency (CRA) maximum annual insurable earnings at the start date of the leave for the calendar year in which the S.U.B. payment commences for the Employment Insurances (E.I.) applicable** waiting period, and
    - (ii) Where the employee is eligible to receive E.I. Maternity benefits, the difference between ninety-five per cent (95%) of the employee's current salary, to a maximum annual salary **determined by CRA**, and the amount of the E.I. benefits received by the employee for the further fifteen (15) weeks of maternity benefits.
    - (iii) Subject to the approval of the Employment Insurance Commission, a **parent** who is a permanent employee of the Board and who, due to the death or disability of the birth **parent**, has applied for and is in receipt of Employment Insurance maternity benefits will be eligible to receive S.U.B. Plan payments as provided in this Clause.

## 9. ABSENCE FROM DUTY

### H. Maternity Leave

- (c) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving maternity benefits. Under the S.U.B. Plan, the Board does not guarantee any specific level of earnings but rather is liable only for the payment of the maternity benefit as described in this Clause. The Board, under no circumstances, will be responsible for any paybacks arising from changes to or the application of tax rules or regulations.

### I. Adoption Leave

- 1. **Adoption Leave shall be granted in accordance with the Employment Standards Act.** All relevant provisions of Maternity Leave shall apply, provided that the S.U.B. plan is approved by E.I. The language terms in Clause 9.H. (Maternity Leave) shall be appropriately interpreted (e.g. birth/adoption).

A request for adoption leave must be accompanied by a letter from the placement agency providing evidence of the adoption of the child.

- 2. Leave without pay shall be granted to either parent for mandatory interviews or travelling time to receive the child by written application to **Employee Services**.

- (a) The Board agrees to provide a Supplemental Unemployment Benefit (S.U.B.) Plan with the Employment Insurance (E.I.) Act in respect of Adoption benefits.

- (b) Where a permanent employee takes adoption leave and successfully applies to E.I., the Board shall pay the following:

- (i) Effective 1999 April 01 ninety-five per cent (95%) of the employee's current salary to a maximum annual salary **not greater than the Canada Revenue Agency (CRA) maximum annual insurable earnings at the start date of the leave for the calendar year in which the S.U.B. payment commences for the Employment Insurance (E.I.) applicable** waiting period.

- (ii) Effective 1999 April 01, where the employee is eligible to receive E.I. adoption benefits, the difference between ninety-five per cent (95%) of the employee's current salary, to a maximum annual salary **determined by CRA** and the amount of the E.I. benefits received by the employee **for the duration of the S.U.B. plan in Clause 9.H.**

- (c) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving adoption benefits. Under the S.U.B. Plan, the Board does not guarantee any specific level of earnings but rather is liable only for the payment of the adoption benefit as described in this Clause. The Board, under no circumstances, will be responsible for any paybacks arising from changes to or the application of tax rules or regulations.

9. ABSENCE FROM DUTY

J. Parental Leave

Parental Leave without pay will be provided in accordance with the current Employment Standards Act.

K. Leave for Union Business

1. Negotiations and Third Party Intervention

The Board agrees that when representatives of the Union leave their employment temporarily in order to carry on negotiations with the Board, or with respect to a grievance, conciliation, mediation or interest arbitration they shall suffer no loss of pay for the time so spent. There shall be a maximum of five (5) VSB employees representing the Union in attendance at negotiations, conciliation, mediation or interest arbitration; provided that if the Union sends more than five (5) VSB employees the Board shall invoice the Union for the total costs of the additional employees' pay and benefits.

2. Grievances and Grievance Meetings

Shop Stewards will normally deal with investigations of grievances outside of working hours except when dealing with disciplinary actions. When attending to grievances, or grievance meetings, the shop steward(s) and employee(s) affected will be without loss of pay. Shop Stewards will arrange meetings with the Administrator/ Supervisor, as soon as practical and when possible, during working hours to ensure there is no undue delay in dealing with the grievance.

3. Union Business

The Union will normally give the Board at least one (1) week written notice for Union Leaves. Where circumstances do not allow such notice, the Union shall contact **Employee Services** directly to ensure the Administrator/ Supervisor is able to be advised of the urgency for the leave. Written notice will be provided to **Employee Services**, Payroll and the Employee's immediate Administrator/ Supervisor.

The Board further agrees that time off, without pay, shall be granted to official representatives of the Union upon application to the Board when it becomes necessary to transact business in connection with matters affecting the members of the Union.

4. Full Time Union Office

(a) Elected or Temporary Appointments

The Board agrees that any employee who is elected to a full-time position, or appointed to a temporary position of up to one (1) year, with the Union shall be granted a leave of absence for the purpose of performing such duties. The employee shall not lose **their** seniority in the service of the Board, and shall continue to accumulate seniority while performing such duties. An employee who resumes employment on the expiration of full time Union Office Leave shall be reinstated by the Board to **their** previous position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

9. ABSENCE FROM DUTY

K. Leave for Union Business

If the employee's position or any equivalent position does not exist, then the employee may elect to fill any vacant position in which **they are** capable of performing. If no such vacancy should exist, then the provisions of Clause 11.D.(Lay-Off, Bumping and Severance) shall apply with severance based on years of service with the Board only. Future calculation of severance will include the time spent on Union Leave.

For the purposes of this Clause, it is recognized that the full-time elected Union position is based on the electoral period as defined by the Union and may be for more than one (1) year.

(b) Permanent Appointments

Leave of absence without pay shall be granted to employees who take a full time appointed position with the Union for up to one (1) year. The employee may return to the same or comparable position following the one (1) year of absence.

5. Reimbursement of Costs to Board

An employee on leave of absence for Union business shall continue to receive **their** normal pay and benefits. Effective the ratification date of this agreement the Board shall invoice the Union for the cost of the employee's pay (hourly rate from the schedule of wage rates plus any applicable premiums) plus eighteen point two percent (18.2%) which is deemed to reimburse the Board for all benefits 9.J.3 (Union Business).

6. Division of Financial Responsibility between Union and Board

Whenever representatives of the Union and the Board meet in the presence of a third party for conciliation, mediation, arbitration or at the invitation of an Officer of the Ministry of Labour, or at a Labour Relations Board investigation or hearing, the total costs of each of the parties shall be the responsibility of that party, except as outlined in Clause 9.J.1. (Negotiations and Third Party Intervention). The cost of an Arbitrator appointed jointly by the parties shall be shared equally. Other conditions may be arranged by mutual agreement prior to any such occasion.

L. Educational Ceremony/Examinations

1. Ceremony

One-half (½) day Leave of Absence without loss of pay shall be granted with the approval of the Administrator/Supervisor through **Employee Services** on written request by an employee to receive a degree or diploma from a recognized educational institution or to be present when a member of the employee's immediate family receives a degree or diploma from a recognized educational institution. A recognized post-secondary educational institution is recognized by the Board as providing educational credits which are widely recognized by other employers, professional associations, or other educational institutions. Where a difference of opinion may arise the Associate Superintendent, **Employee Services** shall have the final decision. The Board may grant an additional one-half (½) day for travel in the event that the educational institute is outside of the Metropolitan area of Vancouver.

9. ABSENCE FROM DUTY

L. Educational Ceremony/Examinations

2. Examination

The Board shall grant sufficient time up to one (1) full day without loss of pay for an employee to take an examination provided the request is made in writing by the employee with the approval of the Administrator/Supervisor through **Employee Services** and provided the examination is administered by a recognized educational institution. If the examination is in the evening, one-half (½) day with pay shall be granted; if it is during the day, the whole day with pay shall be granted, and if it is on the weekend, no time off with pay shall be granted.

M. Jury Duty/Crown Witness

Leave of absence without loss of pay or seniority benefits shall be granted to an employee who is required to serve as a juror or as a witness for the Crown in any court. The employee shall provide **Employee Services** with as much advance notice as possible. The employee shall continue to receive full pay provided that the payment received by the employee for the jury service or as a witness for the Crown shall be paid to the Board as soon as received. The employee shall present proof of service and of the amount received, to the Board on return to duty. All such time spent by the employee shall be considered as time worked.

N. Personal Leave Without Pay

1. Personal Leave of up to Five (5) Days

All employees shall be entitled to take up to five (5) days Personal Leave without pay for any reason during a school year subject to operational requirements. All such leaves of absence shall be authorized by the employee's supervisor and **Employee Services**, and such leaves will not be unreasonably withheld.

2. Personal Leave of up to One (1) Year

Employees may apply for Personal Leave of up to one (1) year once every three (3) years. Personal Leave is unpaid and without benefits. An application for leave shall be made in writing to the Administrator/Supervisor and **Employee Services** by April 30 for leave to commence the following school year in September and by October 30 for leave to commence the following January, or a minimum of two (2) months' notice for twelve (12) month employees.

An employee who has been granted Personal Leave of six (6) months or more, shall be responsible for contacting **Employee Services** at least two (2) calendar months prior to the stipulated date of return. An employee who has been granted a leave of up to six (6) months shall be responsible for contacting **Employee Services** at least one (1) calendar month prior to the stipulated date of return. In all instances, term employees shall be responsible for contacting **Employee Services** by April 30 for return in September, or October 31 for return in January of a school year, in order that the Board may prepare for **their** return to employment or to secure a replacement for the employee in the event that such notice is not forthcoming.

An employee who has been granted Personal Leave and does not contact **Employee Services** prior to the stipulated date in this Clause shall be considered to have voluntarily resigned from the Board.

9. ABSENCE FROM DUTY

N. Personal Leave Without Pay

Personal Leaves are unpaid, however, upon receipt of written request from the employee, employees have the option to maintain benefits by paying one hundred per cent (100%) of the premiums for MSP, Extended Health Benefits, Dental and Group Life.

Granting of leave as outlined in Clause 9.M.2. for more than once in three (3) years and/or outside of the time deadlines listed above will only be given in exceptional circumstances, as specified in the application for leave, at the discretion of **Employee Services**.

Accepting work with another employer is not an acceptable reason for requesting the granting of Personal Leave.

3. Self-Funded Leave of Absence Plan (Deferred Salary Plan)

An employee may participate in the Self-Funded Leave of Absence Plan in accordance with the provisions outlined in Appendix B (Self Funded Leave of Absence Plan). Leave granted under this plan would be considered personal. The provisions of Clause 9.T. (Benefit Contributions During Leave of Absence Without Pay) regarding benefit contributions during leave of absence will apply. The employee may return to the same or comparable position

O. Educational/ Personal Development Leave

1. Employees can apply for Educational Leave without pay once every two (2) years. Educational Leave shall be granted to permanent employees for up to one (1) year provided the Administrator/Supervisor and **Employee Services** approves, and proof of acceptance and registration into a bona fide educational program is received. A year would normally be a full year commencing in September and ending in August of the following year for term employees. Applications for such leave shall be submitted by 30 April for Educational Leave to begin in September of the following school year. The Board shall then fill the vacancy with a temporary employee, either from internal or external sources, for the period of the leave so that the employee on Educational Leave may return to the same position following the year of absence.
2. Educational Leaves are unpaid, but upon receipt of a written request from the employee, MSP, Extended Health Benefits and Group Life will be maintained by the Board. In the event that the employee does not return or returns to active employment for a period of less than twelve (12) months, the employee will be responsible for repayment of the employer's share of the cost of any benefit premiums paid by the Board during the leave period.
3. An employee may opt to pay in advance one hundred per cent (100%) of the monthly premium costs of the dental plan while on Educational/Personal Development Leave.
4. An employee who has been granted Educational Leave shall be responsible for contacting **Employee Services** at least two (2) calendar months prior to the stipulated date of return, or by April 30 for return in September and October 31 for return in January if a Term employee, in order that the Board may prepare for **their** return to employment or to secure a replacement for the employee in the event that such notice is not forthcoming.

9. ABSENCE FROM DUTY

O. Educational/ Personal Development Leave

An employee who has been granted Educational/Personal Development Leave and fails to contact **Employee Services** by the stipulated date shall be considered to have permanently separated from employment with the Board.

5. An employee on Educational Leave who, for any reason, finds it necessary to curtail the period of the absence may return to employment if suitable employment is available but the Board is not bound to guarantee the same position or even employment in such cases, until after the period of the leave of absence has been concluded. The Board shall make every reasonable effort to locate such employees in suitable employment and in the same position if possible.
6. On return to employment, seniority is restored to what it was on the date the Educational/Personal Development Leave was granted, together with all benefits held at that time which remain in the collective agreement.

P. Parenthood Leave - Without Pay

1. An employee may request and may be granted Parenthood Leave for a period of not more than one (1) year in the event that an employee who is a parent should find it necessary to remain at home with a dependent child.
2. Eligibility extends to parents of either sex. Notice is required in writing to **Employee Services** and, in normal circumstances, request should be made prior to September 30, for leave to commence the following January 1 or prior to April 30 for Parenthood Leave to commence the following September 1.
3. An exception to Clause 9.O.2. is an employee who requests Parenthood Leave to extend a period of Maternity Leave, as provided in this Agreement. Other emergency situations beyond the control of the employee may be considered for leave at shorter notice.
4. An employee on Parenthood Leave shall not lose **their** seniority in the service of the Board, but shall not accumulate seniority while on Parenthood Leave.
5. An employee on Parenthood Leave requesting a return to duty must provide a lead time of at least sixty (60) days. The Employee shall be entitled to return to the same or a similar position at the Board's discretion.
6. In the event that the Board does not receive a request to return to duty after twelve (12) months from the commencement of Parenthood Leave, the Board shall consider the employee as having voluntarily resigned from the Board.

Q. Religious and Cultural Holidays

Employees shall be granted up to ten (10) days per year without pay for the purpose of honouring holidays prescribed by their faith or culture, to be authorized by the appropriate representative of **Employee Services**. Application will be made to **Employee Services**, outlining the holiday and the religion or culture, at least ten (10) working days in advance of the holidays.



9. ABSENCE FROM DUTY

R. Medical/Dental Appointments

An employee shall be granted up to twelve (12) hours leave with pay per calendar year **beginning in January** for the purpose of attending to medical, dental or similar appointments. Use of such time will be deducted in **actual time**. Employees will make every effort to schedule appointments outside of working hours. An employee may use sick leave credits for time beyond twelve (12) hours per year for medical or dental appointments and will be deducted in **actual time**.

S. Internal Interviews and Meetings

Employees are entitled to time off without loss of pay to attend Board job interviews and other meetings scheduled by the Board requiring the employee's attendance. (See also Clause 11.**Q.5.**, Internal Job Interview).

T. Benefit Contributions During Leave of Absence Without Pay

An employee may opt to pay, monthly in advance, the monthly cost of the standard benefit package, except for Municipal Pension, while on authorized leave of absence without pay, except as otherwise provided in this Agreement. Buy-back of pensionable service for the leave period may be pursued in accordance with Municipal Pension Plan regulations and shall be at no cost to the Board unless required otherwise by the Municipal Pension Plan.

**U. Elected to Public Office**

**Employees will be granted unpaid leaves of absence to enable them to run for elected Public Office, and, if elected, to serve their term(s) of office.**

**Such requests will not be unreasonably denied.**

**V. Employment Standards Act**

**Employees are entitled to additional Leaves in accordance with the current provisions of the Employment Standards Act.**

## 10. TECHNOLOGICAL CHANGE

### A. Introduction and Disputes

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Collective Agreement.

1. Where the Board introduces, or intends to introduce, a technological change:
  - (a) The Board agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
  - (b) Changes which affect the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and/or
  - (c) Which alter significantly the basis upon which the Collective Agreement was negotiated are regarded as technological changes and either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Clause 4 C. (Arbitration). of this Collective Agreement, by-passing all other steps in the grievance procedure.
2. No employee shall lose any salary, status or hours of work solely because of technological change. Matters relating to training with respect to technological change shall be referred to the Joint Training Committee.
3. Where the Board introduces new machinery, equipment, or other new technology to an employee's current job, the Board will provide reasonable training and on-site familiarization, on Board time between the hours of 08:00 and 17:00 (but without overtime premium), as may be appropriate.

This will not apply where an unreasonable or impractical degree of training and familiarization would be necessary for the individual.

The first sentence of 10.A.2. will nonetheless continue to apply.

### B. Referral to Arbitration Board

The Arbitration Board shall decide whether or not the Board has introduced or intends to introduce a technological change, and upon deciding that the Board has or intends to introduce a technological change the Arbitration Board:

1. shall inform the Minister of Labour of its finding: and
2. may then or later make any one or more of the following orders:
  - (a) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - (b) that the Board will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;

10. TECHNOLOGICAL CHANGE

B. Referral to Arbitration Board

- (c) that the Board reinstate any employee displaced by reason of the technological change;
- (d) that the Board pay to that employee such compensation in respect to their displacement as the Arbitration Board considers reasonable;

C. Written Notice of Change

The Board will give to the Union in writing at least ninety (90) days notice of any intended technological change that:

1. affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
2. alters significantly the basis upon which the Collective Agreement was negotiated.

## 11. GENERAL PROVISIONS

### A. Seniority

#### 1. Definition

- (a) Seniority shall be credited upon permanent appointment and shall be calculated from the date from which the employee commences probationary employment with the Board except as otherwise provided in Clause 11 A.2. (Seniority List). Seniority shall be a factor in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, recall, and access to preferred shifts, vacations, and other such working conditions, as set out in other provisions of this Agreement.
- (b) Temporary Employees shall be credited with hours worked which shall be recorded on a Temp Employee's Credit List. When qualified, these service credit hours can be used for bidding on posted vacancies in accordance with 11.F.5. if no qualified permanent employee bids on **the vacancy**.

#### 2. Seniority List

The Board shall maintain a seniority list showing the seniority date of each employee. Where two (2) or more employees have the identical seniority, preference shall be in accordance with the date of application for employment. In calculating seniority for permanent employees who were previously temporary, the Board shall recognize previous full-time equivalent service as defined in 8.A.4. (Term Employee), subject to 11.C.1. (Re-employment into a Permanent Position) and 11.C.2. (Re-employment into a Temporary Position) for permanent appointment. An up-to-date seniority list shall be sent to the Union on request but not more than four (4) times in any one (1) school year. The seniority list shall be the basis upon which all lay-off and recall procedures are followed. Anomalies arising from the seniority list, if not resolved between the parties, may be subject to Clause 4, Grievance Procedure.

#### 3. Loss of Seniority

An employee shall not lose seniority rights if **they are** absent from work because of sickness, disability, accident, lay-off of less than two (2) years, labour dispute or leave of absence approved by the Board.

An employee shall only lose **their** seniority in the event:

- (a) **they are** discharged for just cause and **are** not reinstated;
- (b) **they** voluntarily resign in writing and do not withdraw the resignation within two (2) working days;
- (c) the employee voluntarily leaves the bargaining unit, except as otherwise provided in this Agreement;
- (d) the employee is laid-off for more than two (2) years;
- (e) **they** accept severance pay as in 11.D.6.

## 11. GENERAL PROVISIONS

### B. Secondment

No employee shall be seconded to another position outside of the Bargaining Unit without the employee's agreement. The Union shall be notified in writing of all the particulars of a secondment prior to the commencement of the secondment. An employee who accepts a secondment shall not accumulate seniority while in the secondment, nor be covered by any provisions of the collective agreement. The vacancy created by a secondment shall be treated as a temporary vacancy and regular posting provisions shall apply. An employee shall not displace a permanent employee when returning to the Bargaining Unit from a secondment prior to fifteen (15) months. After a period of fifteen (15) months in a secondment an employee shall lose **their** seniority and any right to return to a position in the Bargaining Unit except as a newly hired employee. **While seconded employees are responsible for reporting all absences at the time in which they occur to the automated dispatch system.**

### C. Resignation and Re-employment

#### 1. Re-employment into a Permanent Position

An employee who has voluntarily resigned and is re-employed into a permanent position within fifteen (15) months of their termination date shall be credited with all previous service with the Board for vacation, increment and benefit entitlement after completion of the new probationary period.

An employee who has voluntarily resigned and is re-employed after fifteen (15) months from **their** last termination of service shall be considered a new employee.

#### 2. Re-employment into a Temporary Position

An employee, who has voluntarily resigned and is re-employed into a temporary position within fifteen (15) months of the termination date shall have their previous service recognized as length of service for temporary employment purposes only.

An employee who has voluntarily resigned and is re-employed after fifteen (15) months from **their** last termination of service shall be considered a new employee.

#### 3. Recruiting Preference

Any employee who has voluntarily resigned and re-applies for a Board position has no claim to preference for appointment but must compete on a merit basis with other applicants.

## 11. GENERAL PROVISIONS

### D. Workforce Adjustment and Severance

Where a workforce **adjustment** is necessitated as a result of reduction in student enrollment or reduction in funding from outside the operating budget, the Board shall first identify the number of positions that will be reduced. The Board will notify the Union of the positions that will be affected. The employee who will be affected will be advised and applications will be accepted from these employees for positions that are vacant or could be vacant through normal attrition.

Affected employees will have priority consideration for vacancies within the band over less senior applicants provided that the provisions of Clause 11.F.5. (Selection) have been met.

#### 1. Preamble

When in the opinion of the Board, conditions warrant the reduction **and/or adjustment** of the work force the Board may lay off employees covered by this Agreement in order to effect such reduction. The Board shall designate the employees **affected in accordance with the provisions below**.

#### 2. Notice

Whenever an **adjustment** in the number of positions is being contemplated, the Board shall advise the Union at least three (3) months in advance of the employees likely to be affected by receiving a **reduction** notice referred to in Clause 11.D.3. Such notice to the Union will contain specific information relative to the number of employees affected, their names, **bands**, locations, and seniority date, and the anticipated date that the **reduction** will commence.

No lay-off of employees shall take place until the provisions of Clauses 11.D.2. and 11.D.3. have been fulfilled. The Board agrees to comply with the group termination language of the *Employment Standards Act* as of 1995 November 01.

#### 3. Displacement

**Where workforce reduction is necessary**, employees **will be adjusted** in reverse seniority order for each band. The remaining employees will be transferred as required by the Board, in seniority order to other positions within the band. Such transfers shall be made to avoid further layoffs. All other vacancies will be posted.

(a) **Process:** An employee **affected by workforce reduction**, who has the qualifications and skills to perform work in a band at the same or lesser pay rate, shall be given the option to replace the least senior employee of that band, **or available vacancies in that band for which they are qualified**, if the **affected** employee has more seniority than that employee. Such options will be offered to laid-off employees in descending order of seniority in each band.

(b) An employee who **moves** into a position at a lower pay grade **band** because of **workforce reduction** shall receive salary protection for a maximum of two (2) years or until the Board transfers the employee to a position with a band equivalent to that of their former position. Until then, the employee shall continue to receive general wage increases as negotiated between the Union and the Board and as set out in this agreement.

## 11. GENERAL PROVISIONS

### D. Workforce Adjustment and Severance

- (c) The Board reserves the right to transfer **an affected employee** during a period of salary protection to a position of their original band when a vacancy occurs, subject to the provisions of Clause 11 F.1. (Notification of Vacancies) of this agreement, and the seniority and capabilities of the employee.
- (d) An employee who **moves** into another position in accordance with the provisions of Clause 11.D.5. shall do so initially for a trial period of sixteen (16) working weeks. The sixteen (16) working week trial period may be varied in specific instances by mutual agreement of the Union and the Board.
- (e) During the trial period, the employee's performance will be appraised by the employee's Supervisor. If the trial period is not satisfactorily completed, or if the employee so requests, Clause 11 D.5. (a), (b), and (c) shall once again apply. Should the second trial period also prove unsatisfactory to the Board or the employee, then the employee shall be transferred by the Board to a position for which the employee is qualified provided such position is available or, if not, the employee may be placed on permanent substitute status until such time as a suitable position becomes available. The salary and benefits of such employee shall be maintained at the level of the position held prior to the initial displacement in accordance with Clause 11.D.5.(b).
- (f) If the position that the employee was originally **displaced** from is vacated during the trial period in accordance with Clause 11.D.5.(d), the originally **displaced** employee will be offered the position without posting. The employee will have up to five (5) calendar days to accept the transfer.

### 4. Layoff and Severance

#### When no positions are available, employees will be laid off in accordance with the following provisions:

##### (a) Layoff

Employees affected by lay-off shall receive notice in accordance with the following:

0 - 12 months	2 weeks' notice
12 months and over	1 additional weeks' notice for each year of service with the Board.

- (b)** Laid-off employees will retain their seniority at the time of layoff for up to two (2) years. During the first year of layoff, the employee shall have the option of requesting severance pay and, upon payment of severance pay, the employee will cease to be an employee and all obligations by the Board to that employee cease.

## 11. GENERAL PROVISIONS

### D. Workforce Adjustment and Severance

**(c)** Severance pay shall be calculated at the rate of five per cent (5%) of one (1) year's salary for each year of service, or major portion thereof, to a maximum of one (1) year's salary. A year's service is defined as being a school year for term employees, September through June, or twelve (12) continuous months of employment for twelve (12) month employees. Salary on which severance pay is calculated shall be the employee's scale salary at the time the employee received notice that the position occupied by the employee was to be terminated or made redundant. Service of part-time regular employees shall be pro-rated to full terms, or full-time if a twelve (12) month employee.

**(d)** An employee who receives severance pay pursuant to this clause and who may be subsequently rehired by the Board will be subject to applicable legislation regarding the retention of any severance payment. The calculation of years of service on rehire for such employee shall commence from the date of the rehire.

**5.** Laid-off employees who have not elected severance pay shall have the right to apply to any job posting. Senior qualified laid-off employees will be given first consideration over all candidates.

**6.** Normal temporary lay-off of term employees when school is not in session for teachers in the summer months shall not be affected by this Clause.

**7.** When, in the opinion of the Board and the Union, an employee is prevented from obtaining a suitable assignment from bumping or during recall because of a unique specialization of skills, the employee shall have out-placement/career counselling services made available to them. The costs of such services shall not exceed one thousand dollars (\$1,000).

### E. Term Employees

#### 1. Right to Other Positions

A Term Employee shall have the same right to apply for any position covered by this Agreement as any other employee. When appointed to any other position, length of service, etc. will be computed on a proportional basis, as provided in Clause 8.A.4. (Term Employees)

#### 2. Pay Procedures

Term Employees shall be paid from Labour Day to June 30 at the bi-weekly salary as provided in the Schedules of the Wages attached to the Collective Agreement for the appropriate classification. Term Employees shall work each day that school is in session for teachers. Days during this period which are normal working days for twelve (12) month employees, but which are not a working day for schools in session for teachers, shall be paid from the employee's vacation pay entitlement. The employee's balance of vacation entitlement, at the end of June in each year, shall be calculated and paid for in the first pay period in July.

The Term Employee may be requested to work on such a day but shall work only if the employee so agrees to work. Records of such days worked shall be submitted to **Employee Services**. Any hours worked on such a day equivalent to the employee's regular hours of work shall not be considered overtime.



## 11. GENERAL PROVISIONS

### E. Term Employees

(For example, in the event that such days at Christmas number eight (8) working days and such days during the Spring Break number four (4) working days, and the employee is entitled to twenty (20) working days vacation, then the Board shall pay the balance of eight (8) working days by special cheque after the end of the school term.)

#### 3. Payout of Banked Vacation

**The following represents the process for payout of banked vacation for term employees (10-month employees):**

- (a) Effective the second pay of April, term employees who accrue 10% or greater may request a payout of their accrued vacation balance as of first pay in April.**
- (b) Term employees may choose their payout by March 31 annually of their banked vacation credits.**
- (c) As per Article 11.E.2. Pay Procedures, all remaining accruals earned to June 30 will be paid out in the first pay period of July.**
- (d) This payout will be reported as pensionable earnings pursuant to section 7 of the Municipal Pension Plan administration guidelines for term employees who have earned less than twelve (12) months pensionable services in a calendar year.**

### F. Vacancies

#### 1. Notification of Vacancies

The Board agrees that before permanently filling any position covered by this Agreement, notice of such vacancy shall be posted on the VSB staff portion of the VSB website for a minimum of five (5) working days notice and up to ten (10) working days whenever possible at the discretion of the Board. The posting of positions will include the job location but this will not prejudice the right of the Board to transfer employees.

The Union shall be notified and receive a copy of internal postings and external advertisements together with the name of the successful internal and/or external candidate.

The following statement will appear at the bottom of all postings:  
"Internal applications may be received after the closing date of these postings and will be accepted provided there is a valid reason for the delay."

Employees are required to submit an internal application form for each specific competition.

## 11. GENERAL PROVISIONS

### F. Vacancies

#### 2. Information in Postings

Notice of vacancies (postings) shall contain the following information: Banded Job Title, working descriptor, nature of position, qualifications, required knowledge and education, skills required, assessment level required (where applicable), some examples of duties, shift, hours of work, applicable allowances, hourly salary, job location, and statement of itinerant nature for certain positions. All postings shall include the statement "Vancouver Board of Education - Equal Opportunity Employer".

#### 3. Vacancies - Effective Date

An employee who is appointed to a posted position will receive the higher rate, if applicable, and be placed in the new position as soon as reasonably possible. They will be placed and receive the higher rate within four (4) weeks of the job offer unless the following conditions apply:

- (a) the placement is deferred by mutual agreement between the Union and the Board, such agreement not to be unreasonably withheld or to interfere with the payment of the higher rate,
- (b) the employee is unable to commence in the position,
- (c) a later starting date is specifically posted.

#### 4. Postings

Employees may get information regarding current vacancies by accessing the information on the VSB staff portion of the VSB website. A notice directing employees to the proper website address will be posted on bulletin boards at all sites.

#### 5. Selection

In making promotions, transfers and demotions, the skills, knowledge, ability, and work record of the employees concerned shall be the primary consideration, and where such factors are relatively equal seniority will be the determining factor. Permanent employees who qualify in accordance with the above-noted factors shall receive preference for selection before outside applicants for such positions.

Temporary employees who have worked 675 hours in term positions or 913.5 hours in twelve (12) month positions, who apply to a posted vacancy will be in competition with internal permanent applicants, with all previous temporary service recognized as seniority, in accordance with the conditions listed in the above paragraph and will have preference over external candidates.

11. GENERAL PROVISIONS

G. Health and Safety

Both parties desire healthful and safe working environments. To this end CUPE Local 15 (VMECW) member(s) working at the V.S.B. shall be appointed by the Union to any Health and Safety Committees.

An employee who feels **they are** working in unsafe conditions should bring this matter up with **their** supervisor expressing **their** concerns and **their** opinion as to the reason(s) for the unsafe condition. If concerns remain, **they** may write to the **Senior Manager – Health & Safety** regarding the concerns.

The **Senior Manager – Health & Safety** will promptly investigate the matter and report on **their** assessment of the alleged unsafe condition. The report will be in writing. A copy will go to the employee, the Union and the appropriate representative from **Employee Services**.

This provision does not affect any other statutory right regarding health and safety, e.g., W.C.B.

H. Salary Premium

The primary function of a first aid attendant is the provision of first aid treatment to staff and students as required. This includes assessment of injuries and exposure to contaminants, performing the first aid treatment that is appropriate, and ensuring that emergency transportation to a hospital is called where appropriate. In performing these duties, the attendant maintains the first aid room in a clean and orderly manner, maintains a log of treatments performed, completes V.S.B. and W.C.B. documentation where required and requisitions equipment and supplies to maintain inventory at W.C.B. and/or V.S.B. standards. This work is handled on an as needed basis in conjunction with the ongoing interruptible demands of other duties of **their** position.

1. Occupational First Aid Level I

Employees who are required to obtain a valid Occupational First Aid Level I Certificate for the performance of their assigned first aid duties shall be paid as listed below or pro rata where applicable. New employees are required to obtain this qualification as a condition of employment within four (4) months of service. Such period may be extended by mutual agreement of the Union and the Board.

BIWEEKLY	MONTHLY
\$57.92	\$125.93

The above monthly rate shall convert to a per diem when required on the basis listed below. The per diem is designed to meet the daily stipend for substitutes hired on a per diem basis when such persons have and are required to use a valid Occupational First Aid Level I Certificate. In the event that a qualified employee is required to use a valid Occupational First Aid Level I Certificate for not less than two (2) hours a day, such employee shall earn the per diem at the appropriate rate for that day.

PER DIEM
\$6.08

11. GENERAL PROVISIONS

H. Salary Premium

First Aid training shall be done on the Board's time, and in addition the Board shall provide up to one-half (1/2) day, with pay, to enable the employee to prepare for the examination.

Office Administrative Assistants - Elementary School shall receive the Occupational First Aid Level I Premium.

Employees in secondary schools which do not qualify for Occupational First Aid Level II may qualify for the Occupational First Aid Level II qualification and be paid at the Occupational First Aid Level II rates as contained in the Collective Agreement if so qualified.

2. Occupational First Aid Level II

Occupational First Aid Level II allowances shall be:

CLASS	BIWEEKLY	MONTHLY
Level II	\$79.27	\$172.32

For those authorized and required to be so qualified. The allowance may be pro rated where applicable.

The above rates shall convert to a per diem when required on the basis listed below. The per diem is designed to meet the daily stipend for substitutes hired on a per diem basis when such persons are authorized to act as an Occupational First Aid Level II Attendant.

CLASS	PER DIEM
Level II	\$8.32

Authorized Occupational First Aid Level II Attendants shall rotate required First Aid Services at participating schools on a basis which maintains the skills and practice of the Attendants.

In the event that a qualified employee is required to act for a period of not less than two (2) hours in a day, such employee shall earn the per diem at the appropriate rate for that day.

Should the Board revert to a system of one first aid attendant providing majority care for both students and staff, the situation will be reviewed by the Labour/Management Committee to discuss fair compensation for the duties and responsibilities of the position, including first aid. Should there be no mutual agreement on what constitutes fair compensation, the matter may be pursued through the grievance procedure to Step 4, but not including arbitration. Should there be no resolution it may be referred to Committee IV. Should there still be no resolution it may be referred to the next set of contract negotiations, including potential retroactive compensation for a period prior to 1990 December 31.

The Board will pay for medical certificates for Occupational First Aid Attendants, if required.

## 11. GENERAL PROVISIONS

### H. Salary Premium

#### 3. Health Care Premium

Employees who are assigned to a student with the applicable health care procedures stipulated in the child's care plan, and are required to perform the duties on a fixed or as required schedule throughout each day shall be paid a bi-weekly premium of forty dollars (\$40.00) for the period the duties are performed. The applicable procedures are ostomy care, gastrostomy care, clean catheterization and seizure management as defined by the Ministry protocols. **This premium will no longer be in effect after June 30, 2020.**

**Effective July 01, 2020,** employees who are assigned to **one or more** students with the applicable health care procedures stipulated in the **student(s)** care plan, and are **trained and** required to perform the **"nurse-delegated"** duties, **as deemed by Vancouver Coastal Health (VCH) staff,** on a fixed or as required schedule throughout each day shall be paid a **five percent (5%)** premium for the period the duties are performed.

The above bi-weekly rate shall convert to a per diem to meet the daily stipend for substitutes hired on a per diem basis and are required to perform the stipulated duties.

#### 4. Administration of Medication

- (a) A bi-weekly premium of twenty dollars (\$20.00) will be paid to employees (except for those banded descriptions which identify the administration of medication as an illustrative example of work) who are assigned the primary responsibility to administer or supervise the self-administration of medications on a regular basis as part of the health care plan of one (1) or more students. **This premium will no longer be in effect after June 30, 2020.**

**Effective July 01, 2020 a three percent (3%)** premium will be paid to employees (except for those banded descriptions which identify the administration of medication as an illustrative example of work) who are assigned the primary responsibility to administer or supervise the self-administration of medications on a regular basis as part of the health care plan of one (1) or more students.

- (b) Where an employee is required to administer medications or supervise the self-administration of medications, the following conditions must be met:
- (c) (i) Written authorization and instructions for administration of medication must be received from the student's attending physician, confirming that medication is required while the child is attending school.
- (ii) The child's parent or guardian has made a written request for the school's assistance and has discussed the situation with school personnel.
- (iii) Adequate instructions and training have been received from a qualified health care professional.
- (iv) Appropriate storage is provided.

## 11. GENERAL PROVISIONS

### H. Salary Premium

- (v) Employees will not be required to establish and maintain provisions for students with emergency medication needs within the school facilities or on field trips.
- (d) It is understood that any employee may be required to administer medications or supervise the self-administration of medications in an emergency situation.
- (e) The Board will indemnify and save harmless any employee against claims arising from the administration of medication, supervision of self-administration or performance of physical procedures.

### 5. Language Premium

Any employee hired to a position which requires fluency in the use of a second language or certified sign language (including Braille) shall be entitled to a premium of five per cent (5%) in addition to the classified rate for the position, provided that the language requirement is stated in the posting, or agreed subsequently and confirmed in writing by the Board.

#### **Effective July 01, 2020 the following language is no longer in effect:**

Should such a position no longer require a second language, the employee will receive the language premium:

- (a) for a minimum of one (1) additional calendar year, providing **they do** not voluntarily leave the position
- or
- (b) until **they** refuse transfer to another worksite where **their** second language skills would be required.

### I. General Changes

The Board agrees that any reports or recommendations about to be made to the Board dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, work loads or reduction of employment, will be made known to the Union at such interval before they are dealt with by the Board as to afford the Union reasonable opportunity to consider them and to make representations to the Board concerning them and further, that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Board, provided they have the required qualifications.

### J. Present Conditions and Benefits

Any working conditions and welfare benefits, or other conditions of employment at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect for the duration of this Agreement.

## 11. GENERAL PROVISIONS

### K. Payment of Wages

1. The Board agrees that the Deposit Advice Statement shall give full details of all payments, deductions, deposits and miscellaneous adjustments and shall include all earned benefit entitlements, i.e. sick time, vacation time and gratuity time. Current balances may not reflect recent absences.
2. The responsibility for ensuring that a timesheet arrives at the Board office rests with the employee. In the event that an employee does not receive a **payment** on time, said employee may contact the Payroll Department by telephone to inform the Board that a **payment** has not been received, at which time **payment shall be processed that day**, provided that a timesheet is received by the Payroll Department and at least four (4) hours' notice prior to the end of business for that day has been given; otherwise **payment shall be processed** the following working day.
3. Procedure - Recovery of Overpayment to Employees
  - (a) The amount of overpayment, both gross and net, should be calculated by the Payroll Department and checked by another employee. The origin of the overpayment should be checked with **Employee Services**, if appropriate.
  - (b) Payroll will contact the employee by telephone as soon as possible, explain how the overpayment arose and specify the amounts involved, both gross and net. They will indicate that a memo outlining the reasons for the overpayment, the details of the calculation of the amount, and alternative repayment plans has been forwarded to **the employee** and the Union. The memo will include advice of the employee's right to contact the Union, and will include a copy of these procedures.
  - (c) Payroll will notify the employee by written notice: the employee must let Payroll know within fifteen (15) working days whether or not the employee agrees to the recovery, or wishes to dispute any aspect of it. Payroll should invite the employee to contact them during this period if **they** require clarification of any of the details.
  - (d) The memo referred to in Clause 11.K.3.(b) will stipulate two (2) alternate means of repayment:
    - (i) One (1) payment for the total net amount payable to the Vancouver Board of Education or
    - (ii) A series of uniform deductions of part of the gross amount from the employee's pay cheques not to exceed ten per cent (10%) of gross biweekly pay. The memo will explain that the net cheques may not be reduced by as much as the gross amount.

If the amount is less than ten per cent (10%) of gross biweekly pay, option (i) will normally be exercised.
  - (e) In the event that the employee or Union disputes any aspect of the overpayment or recovery, the matter will be referred to the Payroll and **Employee Services** Divisions. No recovery will commence until Step III of the grievance procedure is complete.

## 11. GENERAL PROVISIONS

### K. Payment of Wages

- (f) When the matter is resolved or no grievance is pursued, a confirming letter will be sent to the employee with a copy to the Union.
- (g) This procedure does not apply to June reconciliation of term employees' vacation pay, nor to end of employment reconciliation of pay, leave credits, and such.
- (h) The preceding is without prejudice to either party's view of the Board's ultimate ability to recover overpayments.

### L. Banking of Pay

All salaries, without exception, shall be paid into an employee's banking account.

### M. Personnel File

#### 1. Employee Access and Location

An employee or a designate shall have access to all material contained in the employee's personnel file, which shall be maintained at/by Employee Services, at a time which is mutually convenient to the employee and the Board. The file shall be reviewed by the employee in the presence of a person authorized by the Board, at which time a copy of any document in the file shall be made available to the employee on request.

#### 2. Material of Negative or Adverse Nature

Letters of complaint or reprimand written against any employee covered by this Agreement which are placed on that employee's personnel file shall be copied and sent to the employee and the Union at the time the letter is filed. Letters of complaint may be introduced as evidence in any arbitration hearing arising from a grievance, only if this clause has been complied with.

#### 3. Removing Material of Negative or Adverse Nature

Written reprimands or other disciplinary action shall remain on an employee's file for not less than six (6) working months and not more than twenty-four (24) working months, exclusive of leaves of absences and depending on the gravity of the reason for the written reprimand or other disciplinary action and providing there has been no further related written reprimand or other disciplinary action. If there are further related written reprimands or other disciplinary action, the original written reprimand or other disciplinary action will remain on the employee's file for up to an additional twenty-four (24) working months. The Board shall state on each written reprimand or other disciplinary action the period for which it shall remain on the personnel file of the employee and that employee and the Union shall be so informed.

### N. Persons with Disabilities

The parties shall undertake a continual review of positions, within Vancouver Board of Education jurisdiction, which may be suitable for the appointment of persons with disabilities and which sets out the type of disability. The purpose of the review is to provide a list of positions which may be filled with persons who have specific types of disabilities.



## 11. GENERAL PROVISIONS

### O. Mileage

Employees in schools who do not normally claim mileage under the standard policy of the Board may claim and shall be paid from school funds at the casual rate in effect and set by the Finance Division if, as and when required by the Principal to use the employee's vehicle on school business.

Mileage claims by persons in schools are arranged between the employee and the Principal. Mileage claims which are paid by central office are required to be submitted at the end of the month during which the mileage costs were accrued through the appropriate department head to the Accounts Department.

### P. Parking

1. Effective 2001 June 30 employees moved to full cost-recovery rates.
2. Parking at a reduced rate shall be provided for groups of two (2) or more employees working at the Education Centre who have undertaken a car pooling arrangement.
3. Bicycle Storage: The Board will ensure that secure bicycle storage is offered at the Education Centre.
4. Transit Subsidies: The Board will provide an opportunity for employees to participate in a bus pass group-purchase plan when offered by the transit authority. Passes will be available at the Education Centre for pick-up.

### Q. Employee Rights

#### 1. Job Descriptions

Any employee may request a copy of the employee's Job Band Description and the related job posting (if available) at any time.

#### 2. Fair and Equitable Treatment

- (a) Employees will be treated fairly and equitably. There will be no infringement on the dignity or status of any employee.
- (b) An employee/employees may request assistance from the Board to resolve a workplace dispute or issue. If required, the Board may assign a third party to assist with resolving the matter.

#### 3. Legislation

All legislation or regulations pertaining to labour and the rights of individuals shall be followed in both spirit and practice by the parties to this Agreement.

#### 4. Harassment

- (a) The Board recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment, sexual harassment or any of the prohibited grounds as defined in the B.C. Human Rights Code.

## 11. GENERAL PROVISIONS

### Q. Employee Rights

#### (b) Definitions:

##### (i) Personal and Psychological Harassment

Personal and psychological harassment is defined as intentional, unconstructive, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation and/or intimidation in which a reasonable person would know to be offensive and unwelcome and serves no legitimate work-related purpose.

##### (ii) Sexual Harassment

Sexual harassment is unwelcome comment(s) or conduct of a sexual nature that may lead to adverse job-related consequences for the person to whom the comment or conduct is being directed, and which a reasonable person would know to be unwelcome.

Such behaviour could include but is not limited to:

- Touching, patting or physical contact
- Leering, staring or the making of sexual gestures
- Demands for sexual favours
- Verbal abuse or threats
- Unwanted sexual invitations
- Physical assault of a sexual nature
- Distribution, display, and/or searching for sexual, offensive, or pornographic images and material by any source of media
- Unwanted questions or comments of a sexual nature
- Practical jokes of a sexual nature

To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

#### (c) Written Complaint

Where an employee believes that **they have** been subjected to harassment as defined under this article, the employee shall submit a written complaint to the **Labour Relations Department** identifying the alleged harasser and detailing the specific behaviour or comments which are alleged to be harassment. Such a complaint shall be filed within **one (1) year** of the behaviour or comment giving rise to the complaint.

#### (d) Review of Complaint

**Employee Services** shall take appropriate action to address the complaint. Such action will include a review of the complaint and a recommendation may be made regarding mediation, more detailed investigation into the allegation(s), and/or dismissal of the complaint.

## 11. GENERAL PROVISIONS

### Q. Employee Rights

#### (e) Representation

- (i) An employee may approach the Human Rights Commission to file a complaint.
- (ii) The complainant and/or alleged offender will have the right to be represented by the Union at all meetings in this matter.
- (iii) If an employee is not satisfied with the outcome of the investigation procedure, **they** may file a grievance under the grievance procedure, after consultation with the Union.

#### 5. Internal Job Interview

An employee may request the presence of another member of the Union during an internal job interview. In the event that an employee wishes to exercise this option, the employee shall give advance notice of several days to **Employee Services**. The name of the person who shall accompany that employee shall be provided to ensure the supervisor concerned is notified and a substitute assigned if necessary.

#### 6. Workload

**When an employee is absent from work, another employee may be required to carry out some of the duties of the absent employee. In this event, priorities shall be established by the supervisor to accommodate the work to be performed.**

#### 7. Work of a Personal Nature

Employees will not be required to do work of a personal nature unrelated to their job or work that is not considered to be legitimate V.S.B. work. Disputes of this nature, including related workload concerns, will be dealt with through the normal grievance procedures but will not be arbitrable.

#### 8. Discipline

When an employee is called to a formal meeting as a result of an investigation for cause, the employee shall be notified in advance and shall be advised of the right to Union representation. In the event that the employee requests Union representation at the meeting, the meeting shall be held at an appropriate time when a representative is available to attend the meeting.

#### 9. Unsubstantiated Allegations

- (a) An employee who is suspended or who is subsequently reinstated after being dismissed as a result of accusations of child abuse or sexual misconduct shall be assisted in **their** return to duty. Such assistance may include a period of leave of absence, including up to two (2) weeks with pay if the allegations are not substantiated and, notwithstanding the applicable posting provisions, first priority for transfer to a vacant position.

## 11. GENERAL PROVISIONS

- (b) The Board shall meet with the Union and, in consultation with the employee, make every effort to agree to any public release of information on the matter.
- (c) Where an employee has been under criminal investigation for an incident arising out of employment and the Board and the criminal investigation show no substantiation of an offense, then the Board and the Union may agree to reimburse the employee for legal fees on the following basis. Such payment will be limited to costs arising out of a defense. The maximum legal fees paid under this provision will be fifteen hundred dollars (\$1,500.00) from the Board and five hundred dollars (\$500.00) from the Union and will be paid upon agreement by the parties. Neither party shall not unreasonably deny such agreement.

### R. Substitute Requests

The Board agrees to maintain an automated system for employees to report their absences and request a substitute as required. When a substitute is required, the Board shall call out by accumulated service after priority lists have been satisfied and in accordance with the factors in the above paragraph Clause 6.J. (Filling of Temporary Assignments).

### S. Hours of Work/Transfers

Changes to hours of work shall be subject to mutual agreement. No employee shall lose any salary, status or hours of work solely because of a transfer. All such transfers shall be discussed and the reasons given in writing to the employee prior to the move.

### T. Vehicle Vandalism Compensation

#### 1. Claim

On the production of the Vehicle Vandalism Compensation Declaration of Claimant signed by the Principal or Supervisor and the production of a certificate or receipt from the I.C.B.C. or garage or auto-body shop that repairs have been done and a deductible amount has been made on such claim, that the Vancouver Board of Education shall refund to said employee one hundred per cent (100%) of the claim up to the deductible amount stipulated in the employees' I.C.B.C comprehensive option, to a maximum of three hundred dollars (\$300.00).

This applies only to vehicles damaged on or in close proximity to Board property or while the employee is on business authorized by the Board.

#### 2. Processing

The affidavit and claim should be sent to the Finance and Administration Division by the Principal or Department Head if possible in the month in which the accident occurred or as soon as the documentation has been completed.

## 11. GENERAL PROVISIONS

### T. Vehicle Vandalism Compensation

#### 3. Personal Property Claim

- (a) The Board shall reimburse any employee whose personal property is stolen or damaged at a worksite or a school function for the replacement or repair cost of the property up to one hundred per cent (100%) of the deductible amount stipulated in the employee's insurance policy covering such perils, to a maximum payment of one hundred dollars (\$100.00). The employee shall provide the Board with a copy of the claim approval from **their** insurance carrier.
- (b) The employee shall submit **their** claim on the appropriate V.S.B. claim form. Forms shall be available from each worksite office.

### U. 1. Joint Career Development Committee

- (a) The Joint Career Development Committee shall consist of not more than six (6) persons: three (3) representatives appointed by the Union and three (3) representatives appointed by the Board. The purpose of the Committee is to establish guidelines for approval of reimbursements and make recommendations as required regarding the CUPE Local 15 Career Development Calendar. Specific workshops would be designed and planned by the Committee and administered by the Board, according to the guidelines set by the Committee.

Meetings of the Committee shall be held at the call of the Board or the Union, as required and, at a time mutually agreed upon between the Union and the Board. All time off for Committee members shall be without loss of pay and the Board shall ensure that all such meetings are held within normal working hours. Adequate clerical staff should be provided by the Board for the work of this Committee.

- (b) Courses that are job related and for career enhancement purposes may be approved by the Administrator/Supervisor and **Employee Services** for the career enhancement of the employee. The approval of these courses will be subject to the guidelines established by the Joint Career Development Committee. The full or partial cost of such courses, having been approved before being taken, shall be refunded to the employee on proof of attendance and satisfactory completion of the course. (See Form #2)
- (c) Employees who wish to pursue retraining for a position available within the Board or substantive career enhancement, within the Board, which may require the employee to take Educational Leave, may apply to the Joint Career Development Committee to access funding to cover fifty per cent (50%) of the cost of tuition fees and books up to a maximum of one thousand dollars (\$1,000.00) per year. Five thousand dollars (\$5,000.00) of the Career Development Fund will be set aside for this training every budget year. **Effective July 01, 2020, ten thousand dollars (\$10,000)** of the Career Development Fund will be set aside for this training every budget year. The amount of reimbursement may be applied to out of town travel. Applications will be considered based on seniority. The deadline for consideration will normally be April 30 of each year. Applications received after April 30 will be considered on a first come first served basis.

## 11. GENERAL PROVISIONS

### U. Joint Career Development Committee

(Please refer to Clause 9.O. Education/Personal Development Leave) for details on leave requirements).

- (d) The Board agrees to establish a fund to finance the aforementioned workshops and courses which shall not exceed approximately point one per cent (.1%) of the CUPE Local 15 (VMECW) salary budget for the fiscal year to be administered by the Joint Committee.

**Effective July 10, 2020,** the Board agrees to establish a fund to finance the aforementioned workshops and courses which shall not exceed approximately point **two per cent (0.2%)** of the CUPE Local 15 (VMECW) salary budget for the fiscal year to be administered by the Joint Committee. (See also Letter of Understanding #2 (Training/Career Development).)

### 2. Vancouver Board of Education Courses - C.E.

Effective July 01, 2014 this clause is only in effect if C.E. courses are administered and run by the VSB.

Continuing Education consists of a variety of skill training and personal development courses offered by C.E. throughout the year, but does not include Summer School or Adult Academic courses.

- (a) Employees may register in, and shall have course fees waived for, any Vancouver Board of Education courses, provided that:
- (i) Courses are taken on the employees' own time;
  - (ii) Employees adhere to the rules and conditions of courses.
  - (iii) No fee-paying student is displaced.
- (b) On the first session of the course, the employee must report to the Night School Office.
- (b) Night School staff will determine if there is space in the class.
- (c) If there is space available in the class, the employee must present to the Night School Office the C.E. Course Form with photo ID and proof of VSB employment along with payment (if applicable) to be registered.
- (d) Employees are not permitted to lobby instructors to take additional students in excess of the course maximum.
- (e) The employee is responsible for all per student out-of-pocket expenses incurred by the VSB including:
- The cost of all textbooks.
  - The cost of all materials fees, including materials used in class, and, when applicable, reimbursement to the host schools on a per student basis.
  - Payment to instructors if the contract with C.E. stipulates a payment on a per student basis.

## 11. GENERAL PROVISIONS

### U. Joint Career Development Committee

- (f) Some Continuing Education courses require the instructor to prepare kits with a value of up to one hundred dollars (\$100.00) each, which are to be made available to students at the first class.

In order to facilitate CUPE 15 staff in registering for these courses, the following will be in effect:

The deadline for registering will be listed in the centre description.

- (g) The employee must present the C.E. Course Form to C.E. prior to the cut-off date. On the day following the advertised cut-off date, the employee will contact C.E. by phone to register if space is available.

NOTE: Employees are not permitted to sit in on a class before registering as detailed above.

### V. Pregnant Employees or Employees with Disabilities

The Board will make, in co-operation with the Union, every reasonable effort to maintain employment for pregnant employees or employees with disabilities in receipt of a medical certificate advising against performing their regular duties by providing such employees with work that is compatible with their abilities but does not create unnecessary work.

Actions such as temporary or permanent transfers, temporary or permanent restructuring of jobs will be considered and implemented, subject to agreement with the Union.

The Board will make, in co-operation with the Union, every reasonable effort to maintain employment for pregnant employees or employees with disabilities in receipt of a medical certificate advising against performing their regular duties by providing such employees with work that is compatible with their abilities but does not create unnecessary work.

Actions such as temporary or permanent transfers, temporary or permanent restructuring of jobs will be considered and implemented, subject to agreement with the Union.

### W. Secure Storage

The Vancouver Board of Education will endeavour to provide sufficient secure (lockable) storage for each employee's personal effects at each worksite. The precise arrangements will be worked out on a worksite-by-worksite basis.

### X. Early Retirement Incentive

The Vancouver Board of Education may offer, or the Union or the employee(s) may request an early retirement incentive. Where there is mutual agreement of the Board, Union and employee(s) such arrangement will be applied.

### Y. Provision of the Collective Agreement

Two (2) copies of the collective agreement, printed by the V.S.B. Printing Department, will be sent to each site. An electronic version of the collective agreement will be made available to all employees on the website.

11. GENERAL PROVISIONS

Z. Immunization

Employees who are at risk of Hepatitis B, as determined by the **Senior Manager – Health & Safety**, will be offered appropriate immunization.

AA. **Municipal Pension Plan / LTD**

**Employees who are on Long Term Disability shall continue to receive both pensionable and contributory service in accordance with the Municipal British Columbia Pension Corporation.**



Schedule of Wage Rates

July 1, 2019 to June 30, 2022

<b>Classification</b>	<b>July 1, 2019</b>	<b>July 1, 2020</b>	<b>July 1, 2021</b>
Alternative Program Worker	27.63	28.18	28.75
Computer Programmer	31.53	32.16	32.80
<b>Indigenous</b> Education Enhancement Worker	32.55	33.20	33.87
Home and School Worker	32.55	33.20	33.87
Neighborhood Assistant	26.62	27.15	27.70
Network Support Specialist	31.53	32.16	32.80
Orientation and Mobility/Lifeskills	34.45	35.14	35.84
Probation Assistant	32.55	33.20	33.87
Program Analyst*	34.22	34.56	34.91
Special Education Assistant	27.62	28.17	28.74
Systems Analyst*	37.06	37.43	37.80
Youth and Family Worker I	32.55	33.20	33.87
Youth and Family Worker II	33.46	34.13	34.81
*Grandfathered positions: 50% of negotiated increase			
<b>Job Bands</b>			
Office Support A	21.65	22.08	22.52
Office Support B	24.89	25.39	25.90
Office Support C	28.53	29.10	29.68
Office Support D	30.49	31.10	31.72
School Support A	27.38	27.93	28.49
School Support B	31.97	32.61	33.26
Information Technology Support A	29.06	29.64	30.23
Information Technology Support B	32.03	32.67	33.32
Information Technology Support C	35.10	35.80	36.52
Technical & Resource Support A	24.42	24.91	25.41
Technical & Resource Support B	26.88	27.42	27.97
Technical & Resource Support C	30.46	31.07	31.69
Technical & Resource Support D	34.46	35.15	35.85
Technical & Resource Support E	39.02	39.80	40.60

## 12. EMPLOYMENT STANDARDS

### A. Minimum Daily Pay

1. Subject to 12.A.2., the Board shall pay an employee reporting for work as required by the Board, **their** regular wage for the entire period spent at the place of work, with a minimum in any one (1) day of:
  - (a) two (2) hours pay unless the employee is unfit to perform **their** duties or **they have** failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board, or
  - (b) where the employee commences work, four (4) hours pay unless **their** work is suspended because of inclement weather or other reasons completely beyond the control of the Board in which case paragraph (a) applies.
2. The Board shall pay a school student reporting for work on **their** school day as required by the Board **their** regular wage for the entire period spent at the place of work, with a minimum in any one (1) day of two (2) hours pay, whether or not **they** commence work.

### B. General

The Board agrees that any provision of the Employment Standards Act not specifically covered by this Collective Agreement or which is superior to a provision of this Collective Agreement shall be deemed to be a part of this Collective Agreement.

Student Worker:       \$14.13 hourly effective July 01, 2019 – May 31, 2020  
                              \$14.60 hourly effective June 01, 2020 – June 30, 2020  
                              \$14.89 hourly effective July 01, 2020 – May 31, 2021  
                              \$15.20 hourly effective June 01, 2021 – June 30, 2021  
                              \$15.50 hourly effective July 01, 2021 – June 30, 2022

plus fourteen per cent (14%) in lieu of all benefits.

**NOTE:**

Employees are paid on a pro rata basis if working less than seven (7) hours per day. All such schedules are available from **Employee Services**.

Bi-weekly rates are equivalent to the hourly rate times the number of hours worked in a two (2) week period.

IN WITNESS WHEREOF the Board has caused these presents to be sealed with the seal of the Board of Education of School District No. 39 (Vancouver) and signed by the Chairperson and Secretary-Treasurer of the Board, and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
BY THE UNION in the presence of  
SCHOOL DISTRICT NO. 39 (VANCOUVER)


SEALED WITH THE SEAL OF THE BOARD  
OF EDUCATION OF SCHOOL  
DISTRICT NO. 39 (VANCOUVER)

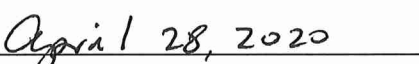
  
Warren Williams  
President

  
Janet Fraser  
Chairperson

  
Sally Bankiner  
Secretary-Treasurer

  
J. David Green  
Secretary-Treasurer

  
Kathie Currie  
CUPE 15 Staff Representative

  
Date April 28, 2020

**Bargaining Teams**

**CUPE Local 15 (VMECW)**

- Kathie Currie*
- Debbie Mohabir*
- Perveen Engineer*
- Craig Hopkins*
- Thomas Leung*
- Donna Petersen*
- Cynthia Schadt*

**Vancouver Board of Education**

- Joann Horsley-Holwill*
- Stacey Alexander*
- Dana Mason*
- Kevin Land*
- Susan Nichols*
- Anthony Kwon*
- Lisa Abercrombie*
- Jessica Wichmann*

Letter of Understanding #1

2001 June 11; Renewed 2019 July 01

Mr. Chris Merrick  
National Representative  
CUPE Local 15 (VMECW)  
545 West 10th Avenue  
Vancouver, B.C.  
V5Z 1K9

Dear Mr. Merrick:

RE: Staffing Ratio, Guaranteed Employment and Reduction in Positions and Permanent Substitutes

Term

This Letter of Understanding is effective for the term of this agreement.

Guaranteed Employment

The Board is prepared to guarantee the employment of permanent employees (including probationary employees) employed prior to 1999 May 14 for the term of this Collective Agreement. Specifically as of September 10, 2019, 258 employees. The pay level, status (FTE) and benefits of these 258 employees will be maintained (grand-parented) for the term of the collective agreement.

Reduction in Positions and Permanent Substitutes

In the event the Board is required to effect a reduction in the total number of positions within a Band, the displaced employees will be those with the least seniority in the band. In the event reassignment is required within the band, the displaced employees shall have preference to the vacated positions based on seniority in the Band, to take severance, pursuant to Clause 11.D., or may choose to become a permanent substitute until a suitable position in the band is available.

Minimum Staffing Ratio

The Board will maintain a minimum staffing level of a ratio of 1:72 of K-12 students based on student enrollment as confirmed by the 1701 count as of 30 September of each year. Specifically, based on the student enrollment of 55,307, the ratio yielded a staffing level of 768 positions for the 1998-1999 school year.

External Funding

The Board will maintain positions funded by service contracts (external funding) in keeping with the service delivery model outlined in the contracts. For these positions, the Board will continue to request the same funding for the programs and services. Where the Board receives the same or better funding, positions will be maintained in keeping with the service delivery model outlined in the contracts. The Board will provide the funding information to the Union on 01 October of each year to determine the level of staffing that will continue each year. Where the contract has changed and funding is reduced or the service delivery is changed, the number and types of positions will be adjusted accordingly.

Yours truly,

Jacque Griffiths  
Manager - Labour Relations

Joann Horsley-Holwill  
Employee Services Officer

Signed at Vancouver, B.C. on this 11<sup>th</sup> day of June, 2001

"Jacque Griffiths"

"Chris Merrick"

"Joann Horsley-Holwill"  
For the Board

"Jean Dandrea"  
For the Union

**TRAINING/CAREER DEVELOPMENT**

**Training**

The parties to this collective agreement agree to maintain a Joint Training committee with equal representation of three (3) members each, and to utilize funds remaining from the previous workforce reduction fund consistent with developed training strategies.

The Joint Training Committee will review training needs and develop and allocate training resources to assist all employees in developing skill sets that will meet the changing operational requirements of the Board.

The Committee will establish training plans for the purposes of facilitating movements into bands, as determined operationally feasible by the Board. It shall determine what additional training may be required to enable an employee to meet the requirements of the new applicable job band.

In addition, the Committee shall provide guidance and counselling to these employees to assist them in searching and competing for jobs, transfer and promotional opportunities within the Vancouver Board of Education.

The committee will have complete discretion to determining the most cost-effective use of the fund in attempting to meet the best interests of the Board and the employees.

The above initiatives would allow the assessment of skills and provide information in order to establish individual skill development plans for all CUPE Local 15 members at the Board.

Signed at Vancouver, B.C. on this 27<sup>th</sup> day of April 2001; amended April 13, 2004; **amended and renewed July 01, 2019.**

"Jacquie Griffiths"

"Chris Merrick"

"Joann Horsley-Holwill"

"Jean Dandrea"

For the Board

For the Union

**Permanent Substitutes**

- Employees with guaranteed employment displaced as a result of positions reductions within a band (see Letter of Understanding #1) will be appointed as permanent substitutes until a suitable position within the band is available subject to the provisions of Article 11.F being satisfied. Permanent employees will retain their regular salary and benefits while employed as permanent substitutes.
- The Board will advise the Union (in writing) at the time an employee becomes a permanent substitute.
- A permanent substitute will be attached to a home school/location.
- A permanent substitute will be called out by **SFE** for assignment within their bands for which they are qualified and may not decline such assignments.
- A permanent substitute who is not called out for an assignment will report to their home school on that day.
- Permanent Substitutes will remain on the bi-weekly payroll and will not be required to complete time sheets.
- When a permanent substitute is not available for work (i.e. various leaves as defined by the collective agreement), **they** will contact the home school (for attendance) and report the absence to **SFE**.
- Permanent substitutes will be given priority on a seniority basis for long-term temporary assignments (two weeks to six months).

Signed at Vancouver, B.C. on this 27<sup>th</sup> day of April, 2001

"Jacquie Griffiths"

"Chris Merrick"

"Joann Horsley-Holwill"

"Jean Dandrea"

For the Board

For the Union

Letter of Understanding #4; **Renewed July 1, 2019**

RE: Proposed School Calendar Changes

The parties agree that, should the VSB be considering any school calendar changes during the term of the collective agreement, representatives of the VSB and CUPE Local 15 will meet to discuss any impediments that may be posed by the CUPE Local 15 collective agreement.

Signed June 8, 2004 by both bargaining teams as part of proposal for settlement

CUPE Local 15 (VMECW)

*Chris Merrick  
Gail Horton  
Helen Kettle  
Ollie Dennison  
Shelley Boychuk  
Joey Lau  
Paul Faoro*

Vancouver School Board

*Jacquie Griffiths  
Joann Horsley-Holwill  
Nancy Stair  
Peter Andrade  
Patrick Walsh  
Mary Daniel  
Beverley Gill  
James Ion  
Allen Blakey  
Lynda Blundell*



Letter of Understanding #5; Renewed July 1, 2019

Letter of Understanding

Between

The Vancouver Board of Education (VSB)

and

Canadian Union of Public Employees, Local 15 (CUPE Local 15)

The Parties agree to the establishment of a joint working committee to investigate remuneration and compensation practices of the current VSB/CUPE Local 15 Gender Neutral Joint Job Evaluation Programme and report back to the Parties before the expiry of the Collective Agreement.

Signed March 5, 2013 by both bargaining teams as part of proposal for settlement.

**CUPE Local 15**

**Vancouver Board of Education**

*Susan Zander*  
CUPE National Representative

*Joann Horsley-Holwill*  
Vancouver Board of Education

*Warren Williams*  
CUPE Local 15

## APPENDIX A

### JOB BANDS AND CURRENT CLASSIFICATIONS

<b>OFFICE SUPPORT A</b>
<b>OFFICE SUPPORT B</b>
Clerk Typist II
<b>OFFICE SUPPORT C</b>
<b>OFFICE SUPPORT D</b>
<b>SCHOOL &amp; STUDENT SUPPORT A</b>
Alternative Program Worker
Neighbourhood Assistant ♦
Special Education Assistant ★
<b>SCHOOL &amp; STUDENT SUPPORT B</b>
Community Youth Worker ♦
<b>Indigenous</b> Education Enhancement Worker ♦
Home and School Worker ✓ ♦
Probation Assistant
Youth and Family Worker I
Youth and Family Worker II
<b>INFORMATION TECHNOLOGY SUPPORT A</b>
<b>INFORMATION TECHNOLOGY SUPPORT B</b>
Computer Programmer - Mini Computer
Computer Programmer - Main
Network Support Specialist
Programmer Analyst
<b>INFORMATION TECHNOLOGY SUPPORT C</b>
System Analyst
<b>TECHNICAL &amp; RESOURCE SUPPORT A</b>
<b>TECHNICAL &amp; RESOURCE SUPPORT B</b>
<b>TECHNICAL &amp; RESOURCE SUPPORT C</b>
<b>TECHNICAL &amp; RESOURCE SUPPORT D</b>
Orientation & Mobility/Lifeskills Coordinator
<b>TECHNICAL &amp; RESOURCE SUPPORT E</b>

- ✓ Language Premium included in wage rate.
- ♦ Irregular hours of work as per Clause 6.E.3. of the collective agreement.
- ★ Medication Premium included in wage rate.

## APPENDIX B

### SELF-FUNDED LEAVE OF ABSENCE PLAN

Under the definition of a 'Prescribed plan' within Section 248(1) (salary deferral arrangement) of the Income Tax Act, the following agreement is to permit members of the Union to arrange a self-funded leave of absence by deferring from tax a portion of salary.

#### 1. DEFINITIONS

"Accrued interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the participant, calculated from:

- (a) the first day any of such monies has been so retained by the Board, or
- (b) the last day to which interest has been paid in accordance with clause 3.4.

whichever is later.

"Union" means CUPE Local 15 (VMECW).

"Board" means the Board of Education.

"Agreement" means the agreement in force from time to time between the Board and the Union.

"Contract year" means the twelve (12) month period from July 01 to June 30.

"Current compensation amount" means the total compensation payable by the Board to the participant for the contract year, including their proper salary and all allowances in accordance with the Agreement.

"Deferral Period" shall be number of years not to exceed five (5) years for which compensation is deferred in accordance with clause 3.1, excluding the years referred to in clauses 4.4 and 4.5, if applicable. Therefore, the original deferral period should not exceed five (5) years to allow for the possible application of these clauses.

"Deferred compensation amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to participant in accordance with clause 3.4.

"Eligible employee" means a member of the Union.

"Eligible investor" means any Canadian chartered bank, any trust company authorized to carry on business in the province of British Columbia, and any credit union authorized to carry on business in the province of British Columbia.

"Leave of absence" means the period described in clause 4.1.

"Memorandum of Agreement" means the agreement described in Form #1 on page **85**.

"Participant" means an eligible employee who has completed a Memorandum of Agreement and whose application for participation in the plan has been approved by the Associate Superintendent, **Employee Services** in accordance with clause 2.3.

"Plan" means the deferred salary leave plan set out in this policy and includes all amendments thereto.

## 2. APPLICATION

### Formal Application

- 2.1 In order to participate in the plan, an eligible employee must make written application by way of Schedule "B" Memorandum of Agreement to the Associate Superintendent, **Employee Services**, at least three (3) months prior to participation in the plan, or at a date otherwise agreed between the Board and the Union, stating the date when the eligible employee wishes to participate in the plan.

### Approval

- 2.2 The approval of each application made under clause 2.1 shall rest solely with the Associate Superintendent, **Employee Services**. The Associate Superintendent, **Employee Services** shall, at least one (1) month prior to participation in the plan or at a date otherwise agreed between the Board and Union advise each applicant of **their** approval or disapproval of **their** application, and if the latter, an explanation thereof.

### Date of Participation

- 2.3 If the Associate Superintendent, **Employee Services** gives **their** approval in accordance with clause 2.2, the participation of the eligible employee in the plan will become effective on the date requested by the eligible employee, or if such date is not agreed to by the Associate Superintendent, **Employee Services**, then on a date which is agreed to by the Associate Superintendent, **Employee Services** and the eligible employee.

## 3. FUNDING FOR LEAVE OF ABSENCE

Funding for leave of absence shall be as follows:

### Compensation Deferred

- 3.1 During each year prior to the leave of absence, the participant, for a maximum to five (5) years, will receive **their** current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement for the year in question which is to be retained by the Board. Such percentage amount will be retained by the Board and be invested in accordance with clause 3.3.

### Maximum Percentage Deferred

- 3.2 The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one-third per cent (33 1/3%).

### Investment of Deferred Compensation

- 3.3 The monies retained by the Board for each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible investor. The Board shall not be liable to any participant for any investments made which are authorized by this clause.

### Payment of Accrued Interest

- 3.4 The eligible investor shall pay the accrued interest to the participant in January for the period ending 31 December.

### Reporting to Participants

3.5 The eligible investor shall provide semi-annual statements for the periods January to June and July to December to each participant as to the deferred compensation amount.

## 4. **TAKING LEAVE OF ABSENCE**

The taking of leave of absence shall be governed by the following provisions:

### Qualification to Participate

4.1 The leave of absence shall occur according to, and be governed by, the Self-Funded Leave of Absence plan policy then established by the Board for its employees but shall be for not less than six (6) months.

### Manner of Payment During Leave

4.2 The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event payments shall not be more frequently than provided for the payment of salaries under the Agreement and all amounts payable shall be paid to the participant not later than the end of the first taxation year that commences after the end of the deferral period.

### Amount of Payment During Leave

4.3 The payment to be made to a participant in accordance with clause 4.2 during a leave of absence shall be related to the monies retained by the Board, in accordance with clause 3.1 for such participant, but less any monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave other than amounts which were deferred prior to the leave.

### Board's Right to Refuse Leave

4.4 If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified by the participant, the Board, upon not less than six (6) months notice prior to the scheduled date, may at its discretion defer the leave of absence on one (1) occasion only for one (1) year.

In such case, the participant may choose to remain in the plan or may withdraw from the plan.

### Participant's Right to Defer Leave

4.5 Notwithstanding the date shown in Item 3 of the Memorandum of Agreement for a requested leave of absence, a participant may, on one (1) occasion only, with the consent of the Associate Superintendent, **Employee Services** less than six (6) months prior to the scheduled date, postpone such leave for one (1) year.

### Leave of Absence

4.6 The leave of absence shall immediately follow the deferral period.

#### Return to Employment

- 4.7 The participant shall return to employment with the Board for a period not less than the period of leave.

### 5. **WITHDRAWAL**

#### Termination of Employment

- 5.1 A participant who ceases to be employed by the Board also terminates participation in the plan.

#### Withdrawal from Plan

- 5.2 A participant may withdraw from the plan upon giving not less than six (6) months notice of intent prior to the date on which the leave of absence is to commence.

#### Payment

- 5.3 Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days but not later than in the first taxation year that commences after the end of the deferral period, dependent upon the choice of the participant. Upon such payment being made the Board shall have no further liability to the participant.

#### Upon Death

- 5.4 Should a participant die, the Board shall within sixty (60) days of notification of such death pay the deferred compensation amount to the participant's estate, subject to the Board receiving any necessary clearance and proofs normally required for payment to estates.

### 6. **TERMINATION OR AMENDMENT OF PLAN**

#### Agreement

- 6.1 The plan may be amended or terminated by agreement between the Board and the Union. Any amendment(s) shall be binding upon all present and future participants.

#### Not to Prejudice Ruling

- 6.2 No amendment shall be made to the plan which will prejudice any tax ruling which is applicable to the plan prior to the amendment.

### 7. **GENERAL**

#### Administration

- 7.1 The eligible investor will charge administration fees to the fund on a monthly basis which shall be payable by the participating members.
- 7.2 The matters of the position on return from leave, the salary and benefits after the leave and the payment of fringe benefits must be dealt with by separate agreement between the Board and the Union.

Form #1

VANCOUVER BOARD OF EDUCATION  
MEMORANDUM OF AGREEMENT  
SELF-FUNDED LEAVE OF ABSENCE PLAN

NAME: \_\_\_\_\_

SCHOOL DISTRICT #: 39

ADDRESS: \_\_\_\_\_

SOCIAL INSURANCE # \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

I have read the terms and conditions of the Deferred Salary leave Plan and understand same and I agree to participate in the plan under the following terms and conditions:

1. **Enrolment Date**

My enrolment in the plan shall become effective commencing \_\_\_\_\_, 20

2. **Number of Years of Participation**

I shall participate in the plan for \_\_\_\_ years (not to exceed five (5) years), and my leave of absence shall immediately follow thereafter but subject to the provisions of Item 3 below.

3. **Period of Leave**

I shall take my leave of absence from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ (not to be less than six (6) consecutive months) but I shall have the right to postpone such leave for up to twelve (12) months and the Board shall have the right to defer such leave for up to twelve (12) months.

4. **Funding of Leave of Absence**

I direct that the Board withhold \_\_\_\_ per cent (not to exceed thirty-three and one-third per cent (33 1/3%)) of my annual compensation amount during my participation in the plan.

I understand that I may, by written notice given to the Board one (1) month prior to the anniversary date of my participation in the plan, alter the percentage amount for the next subsequent years.

5. **Return to Employment**

I understand I must return to employment with the Board for a period of time not less than the period of leave.

NOTE: Current Income Tax Laws require interest to be paid out on a yearly basis. Interest will be paid in January for the period ending 31 December. Please specify how you would like to have the interest paid out:

Dated \_\_\_\_\_

Employee's Signature \_\_\_\_\_

AGREED TO BY THE BOARD

Date \_\_\_\_\_

VSB

**VANCOUVER BOARD OF EDUCATION  
CUPE LOCAL 15  
APPLICATION FOR CAREER DEVELOPMENT (Maximum \$1,000)**

CUPE 15 employees may apply for Career Development Funding which covers 50% of course fees and books (to a maximum of \$1,000.00) for educational leave/training. Applications are accepted April 1-30 of each year to be used for courses the following school year (July 1 to June 30). The fund will be administered by the joint career development committee in early May.

**How do I apply for reimbursement?**

1. Complete this form and have your application approved by your supervisor/Principal ensuring that the professional development is job related and applicable to your position.
2. Submit this application form. Employee Services will notify you (after the joint committee has met) if your reimbursement request is approved and ask you to submit the following once you have completed your coursework:
  - original receipt(s) of payment
  - proof of successful completion

**Where do I submit my reimbursement application?**

Please scan and email this form to Employee Services ([employeeservices@vsb.bc.ca](mailto:employeeservices@vsb.bc.ca)). Please note the following:

- Paper applications will no longer be accepted.
- Reimbursements cannot be paid without an original receipt and proof of attendance and satisfactory completion (as per Article W.1.b of the Collective Agreement).

**Is there additional reimbursement funding I can request?**

Every CUPE 15 employee has access to \$200 per school year (July 1 to June 30 of the school year) for professional development. The fund covers workshops and courses (and text books required for the courses) related to the employee's position within the Vancouver School Board. ***This \$200 fund does not cover substitute costs, transportation, meals, lodging, and professional membership fees.*** Professional membership fees are only covered if the employer requires the employee to have the membership. To apply for this funding, please complete the APPLICATION FOR REIMBURSEMENT OF COURSE/CONFERENCE FEES.

Date: _____	Course/Conference Name: _____
Name: _____	_____
Employee #: _____	Date(s): _____
CUPE 15 Position: _____	Fee: _____
Mailing Address: _____	Amount Requested: _____
_____	Signature: _____

Approved by Principal/Supervisor's (Name): \_\_\_\_\_

Principal/Supervisor's Signature: \_\_\_\_\_

**FOR EMPLOYEE SERVICES USE ONLY:**

Original Receipt and Proof of Completion Received      Amount approved: \_\_\_\_\_

TO ACCOUNTING: Please prepare a cheque payable to: \_\_\_\_\_

In the amount of: \_\_\_\_\_      Date: \_\_\_\_\_      COA: \_\_\_\_\_



VSB

VANCOUVER BOARD OF EDUCATION  
CUPE LOCAL 15  
APPLICATION FOR REIMBURSEMENT OF COURSE/CONFERENCE FEES (Maximum \$200)

Every CUPE 15 employee has access to \$200 per school year (July 1 to June 30 of the school year) for professional development. The fund covers workshops and courses (and text books required for the courses) related to the employee's position within the Vancouver School Board. *The fund does not cover substitute costs, transportation, meals, lodging, and professional membership fees.* Professional membership fees are only covered if the employer requires the employee to have the membership.

How do I apply for reimbursement?

1. Complete this form and have your application approved by your supervisor/Principal ensuring that the professional development is job related and applicable to your position.
2. If you have already received a reimbursement, ensure that you have enough funds (\$) left in your \$200 per school year allotment. Please keep track of this amount yourself.
3. Submit this application form along with the following:
  - original receipt of payment
  - proof of successful completion

**Important: DO NOT send in your application until you have paid for and completed the course/workshop**

Where do I submit my reimbursement application?

Please scan and email this form to Employee Services ([employeeservices@vsb.bc.ca](mailto:employeeservices@vsb.bc.ca)). Please note the following:

- Paper applications will no longer be accepted.
- Reimbursements cannot be paid without an original receipt and proof of attendance and satisfactory completion (as per Article W.1.b of the Collective Agreement). Please include a scanned copy of your receipt and proof of completion when you email this form.

Is there additional reimbursement funding I can request?

Employees may also apply for Career Development Funding which covers 50% of course fees and books (to a maximum of \$1,000.00) for educational leave/training. Applications for Career Development Funding are accepted April 1-30 of each year to be used for courses the following school year (July 1 to June 30). The fund will be administered by the joint career development committee in early May. To apply for this funding, please complete the APPLICATION FOR CAREER DEVELOPMENT.

Date: \_\_\_\_\_ Course/Conference Name: \_\_\_\_\_

Name: \_\_\_\_\_

Employee #: \_\_\_\_\_ Date(s): \_\_\_\_\_

CUPE 15 Position: \_\_\_\_\_ Fee: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Amount Requested: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved by Principal/Supervisor's (Name): \_\_\_\_\_

Principal/Supervisor's Signature: \_\_\_\_\_

FOR EMPLOYEE SERVICES USE ONLY:

Original Receipt and Proof of Completion Received Amount approved: \_\_\_\_\_

TO ACCOUNTING: Please prepare a cheque payable to: \_\_\_\_\_

In the amount of: \_\_\_\_\_ Date: \_\_\_\_\_ COA: \_\_\_\_\_

# MEMORANDUM OF AGREEMENT “MoA”

Between

BOARD OF EDUCATION of SCHOOL DISTRICT NO. 39 (Vancouver)  
“Employer”

And

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), Local 15  
“Union”

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

## **Continuing Provisions of the Current Collective Agreement**

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

## **Effective Date**

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this MoA.

## **Changes to the Revised Collective Agreement**

The July 1, 2014 – June 30, 2019 Collective Agreement will continue in force and effect until June 30, 2022 except as modified by the following:

Appendix A – 2019 Provincial Framework Agreement

Appendix B – Local Memorandum of Agreement between the Board of Education of School District No. 39 (Vancouver) and the Canadian Union of Public Employees Local 15 dated June 04, 2019 which sets out all other agreed changes to the Collective Agreement.


**Ratification**

This MoA is subject to ratification by the Board of Education of School District No. 39 (Vancouver), the British Columbia Public School Employers' Association, and the membership of CUPE Local 15.


Agreed June 04, 2019.

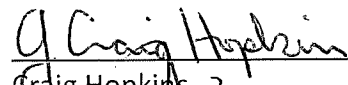
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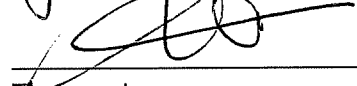
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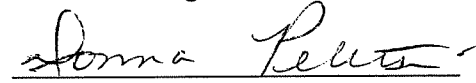
  
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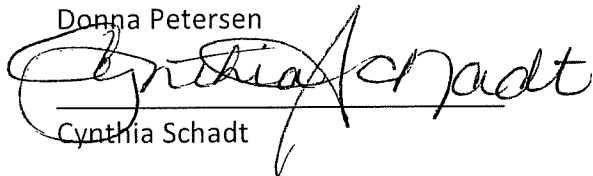
  
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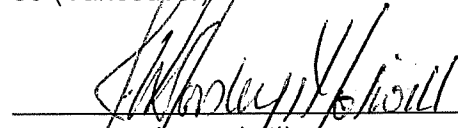
  
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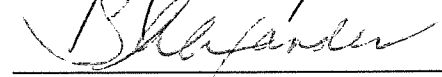
  
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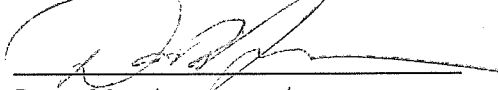
  
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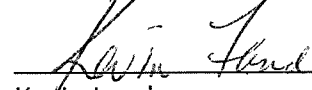
  
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Donna Petersen


  
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Cynthia Schadt

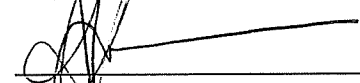
  
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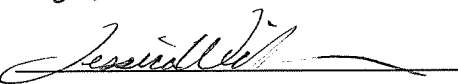
  
\_\_\_\_\_  
Stacey Alexander

  
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Dana Mason

  
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Kevin Land

  
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Susan Nichols

  
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Anthony Kwon

  
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Jessica Wichmann

# Appendix A

## 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.

### 1. Term

July 1, 2019 to June 30, 2022

### 2. Wages Increases

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

### 3. Local Bargaining

Provide funding to the local support staff tables for service enhancements that are beneficial to students and as otherwise consistent with the 2019 Sustainable Services Negotiating Mandate in the amount of:

Year	Amount
2019/2020	\$0
2020/2021	\$7,000,000
2021/2022	\$7,000,000

The \$7 million is an ongoing annual amount.

This money will be prorated according to student FTE providing that each district receives a minimum of \$15,000 annually.

#### 4. Benefits

Provide annual ongoing funding to explore and implement enhancements to the Standardized Extended Health Plan including consideration of an addiction treatment support program as below:

<b>Year</b>	<b>Amount</b>
<b>2019/2020</b>	<b>\$1,000,000</b>
<b>2020/2021</b>	<b>\$3,000,000</b>
<b>2021/2022</b>	<b>\$3,000,000</b>

A one-time joint committee of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the support staff unions.

Any residual from the 2019-2022 for benefits standardization will be allocated to training initiatives under the Support Staff Education Committee.

Further, the Parties agree that the existing funds held in the Support Staff Education and Adjustment Committee as set out below will be transferred to the PEBT and utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost consideration, and relapse response.

- a. 2010-2012 FLOU – remaining balance of \$477,379
- b. Work Force Adjustment – remaining balance of \$646,724

#### 5. Safety in the Workplace

The Parties agree that, in accordance with WorkSafe BC regulations, safety in the workplace is an employee right and is paramount. The Parties commit to providing a healthy and safe working environment which includes procedures to eliminate or minimize the risk of workplace violence. The Parties will work collaboratively to support local districts and unions to comply with all WorkSafe BC requirements.

Information relating to refusing unsafe work, and workers' rights and responsibilities, and employer responsibilities, as provided by WorkSafeBC is attached to this PFA for information purposes.

The Parties will establish a Joint Health and Safety Taskforce of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. Each Party will consider the appointment of subject matter experts in occupational health and safety, and special education.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

The work of this joint taskforce will be completed by January 1, 2020 and will include:

- Developing a joint communication to school districts and local unions on the obligation to report and investigate incidents including incidents of workplace violence.
- Reviewing and developing a Joint Health and Safety Evaluation Tool for the K-12 sector to ensure compliance with WorkSafe BC regulations.
- Identifying and developing appropriate training. This may include use of the evaluation tool, non-violent crisis intervention, ABA, incident reporting and investigations, and employee rights and responsibilities under WorkSafe BC regulations including the right to refuse unsafe work. Training implementation will fall under the mandate of the SSEC.

Utilizing the developed Health and Safety Evaluation Tool for K-12 sector, a joint evaluation shall be performed by a union member appointed by the local union and a representative appointed by the employer. This evaluation shall be on paid time (up to a maximum of three and a half (3.5) hours) and to be completed by March 31, 2021. The union agrees to cover any other costs incurred for the union member.

Copies of completed evaluations shall be provided to local presidents and employers as outlined on the evaluation tool.

The parties agree to commence the work of this taskforce upon approval of the Provincial Framework Agreement by both parties prior to the commencement of this PFA. Costs associated with this committee will be provided from existing SSEAC funds. These funds will be reimbursed with the funds provided under Section 9 Committee Funding.

## **6. Support Staff Education Committee (SSEC)**

### Structure:

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

Mandate:

The mandate of the committee is to manage the distribution of education funds for the following:

- a. Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b. Developing and delivering education opportunities to enhance service delivery to students;
- c. Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d. Skills enhancement for support staff
- e. EA curriculum module development and delivery
- f. These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations

Terms of Reference:

The SSEC shall develop, not later than December 31, 2019, terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Parties.

Funding:

There will be a total of \$1 million of annual funding allocated for the purposes set out above commencing July 1, 2019 for the term of this agreement.

**7. Job Evaluation (JE) Committee**

The Parties will continue and conclude the work of the provincial job evaluation steering committee (the JE Committee) during the term of this Framework Agreement. The objectives of the JE Committee for phase two are as follows:

- Review the results of the phase one pilot and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.

- Expand the pilot to an additional ten (10) districts including at least two (2) non-CUPE locals to confirm the validity of the tool and the benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

It is recognized that the work of the committee is potentially lengthy and onerous. To accomplish the objectives expeditiously the Parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) on a fulltime basis if necessary to complete this work.

It is further recognized that this process does not impact the established management right of employers to determine local job requirements and job descriptions nor does this process alter any existing collective agreement rights or established practices.

Once the objectives outlined above are completed, the JE Committee will mutually determine whether a local, regional or provincial approach to the steps outlined below is appropriate.

The committee, together with consultant(s) if required, will develop a method to convert points into pay bands. The confirmed method must be supported by current compensation best practices.

The disbursement of available JE funds shall commence by January 2, 2020 or as mutually agreed.

The committee will utilize available funds to provide 50% of the wage differential for the position falling the furthest below the wage rate established by the provincial JE process and will continue this process until all JE fund monies at the time has been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

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

The parties confirm that the \$900,000 of ongoing annual funds established under the 2014-2019 Provincial Framework Agreement will be used to implement the Job Evaluation Plan. An additional \$3 million of ongoing annual funds will commence on July 1, 2021.



## **8. Provincial Labour Management Committee (PLMC)**

The Parties agree to establish a PLMC to discuss and problem solve issues of mutual provincial interest. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

The PLMC shall not discuss specific grievances or have the power to bind either Party to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either Party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the agreement and agree to include Workplace Health and Safety as a standing agenda item.

## **9. Committee Funding**

There will be a total of \$100,000 of annual funding allocated for the purposes of the Support Staff Education Committee and the Provincial Labour Management Committee. There will be a one-time \$50,000 allocation for the purposes of the Joint Health and Safety Taskforce.

## **10. Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE)**

The Parties commit to a Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE) with the following objectives:

- a. Gathering data of existing support staff recruitment and retention challenges and projected demand in the sector
- b. Gathering data of existing offerings for applicable post-secondary programs, vocational programs and identify potential gaps in program offerings to meet projected demands
- c. Partnering with post-secondary schools and vocational training providers to promote support staff positions in school districts
- d. Marketing the support staff opportunities within the sector (eg. Make a Future)
- e. Targeted support for hard to fill positions

The representatives of the PLMC will mutually select a consultant to perform the work of the initiative. The consultant will report to the PLMC on key milestones and as otherwise requested. During the term of the agreement \$300,000 will be allocated for the purposes set out above.

#### **11. Early Care and Learning Plan**

In support of the Province's Early Care and Learning (ECL) Plan, the parties will pursue collaborative opportunities for the K-12 sector to support effective transitions for care and learning from the early years to kindergarten e.g. before and after school care.

#### **12. Unpaid Work**

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

#### **13. Employee Family Assistance Program (EFAP) services and the PEBT**

The Parties request that the PEBT Board undertake a review to assess the administering of all support staff Employee Family Assistance Program (EFAP) plans.

#### **14. 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.

#### **15. Public Education Benefits Trust**

- a. PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement On Accepted and Policy Practices of the PEBT.
- b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

**16. Employee Support Grant (ESG)**

The Parties 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 a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

**17. Adoption of Provincial Framework Agreement (PFA)**

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties no later than November 30, 2019.

**18. Funding**

Funding for the Provincial Framework Agreement will be included in operating grants to Boards of Education.

**19. Provincial Bargaining**

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. \$200,000 will be allocated as of July 1, 2020.

Dated this \_\_12<sup>th</sup>\_\_ day of July, 2018.

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**

Warren Williams (Local 15 - Metro)

Leanne Bowes, BCPSEA

Tracey Mathieson

Renzo del Negro, BCPSEA

Rob Hewitt

Tammy Sowinski, OLRC

Leslie Franklin (Local 703 - Fraser Valley)      Kyle Uno, SD36 Surrey  
Nicole Edmondson (Local 3500 - Okanagan)      Robert Weston, SD40 New Westminster  
Paul Simpson (Local 379 - Metro)      Jason Reid, SD63 Saanich  
Marcey Campbell (Local 728 - Metro)      Marcy VanKoughnett, SD20 Kootenay-  
Columbia  
Sylvia Lindgren (Local 523 - Okanagan)      Alan Chell, BCPSEA Board of Directors  
Rolanda Lavallee (Local 2145 – North)      Ken Dawson, PSEC  
Len Hanson. (Local 2298 – North)      Elisha Tran (Minute Taker)  
Joanne (Jody) Welch. (Local 401- North Island)  
Fred Schmidt (Local 382 - South Island)  
Jane Massy (Local 947 - South Island)  
Michelle Bennett (Local 748 – Kootenays)  
Brent Boyd. (Local 407 - Metro)  
Patti Price (Local 1091 – Metro)  
Rod Isaac (Local 411 - Fraser Valley)  
Marcel Marsolais (Local 409 – Metro)  
Anne Purvis (Local 440 – Kootneys)  
Rob Zver (Local 606- North Island)  
Bruce Scott (WVMEA)  
Tim DeVivo. (IUOE Local 963)  
Corey Thomas  
Loree Wilcox  
Corinne Iwata (minute taker)

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

**Re: Employee Support Grant (ESG) after June 30, 2019**

This Employee Support Grant (ESG) establishes a process under which employees covered by collective agreements between Boards of Education and the Unions shall 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, 2019.

1. The ESG will be available provided that:
  - a. A board and local union have a collective agreement which has been ratified by both parties no later than November 30, 2019 and,
  - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
  - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
  - b. The residual 25% of the employees' base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.

5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on \_\_\_\_\_ by:

\_\_\_\_\_  
BCPSEA  
Leanne Bowes

\_\_\_\_\_  
K-12 Presidents' Council  
Warren Williams

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

The CUPE K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)

**Re: Public Sector General Wage Increases**

1. If a public sector employer as defined in s. 1 of the Public Sector Employers Act enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Provincial Framework Agreement will be adjusted on the third anniversary of the 2019-2022 Provincial Framework Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Agreement will be effective during the term of the 2019-2022 Provincial Framework Agreement.

This information is provided for reference only and is current as of the date of drafting. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.



## Refusing unsafe work

Workers have the right to refuse unsafe work. If you have reasonable cause to believe that performing a job or task puts you or someone else at risk, you must not perform the job or task. You must immediately notify your supervisor or employer, who will then take the appropriate steps to determine if the work is unsafe and remedy the situation.

As an employer, workers are your eyes and ears on the front line of workplace health and safety. When workers refuse work because they believe it's unsafe, consider it an opportunity to investigate and correct a situation that could have caused harm.

If a worker refuses work because it's unsafe, workplace procedures will allow the issue to be properly understood and corrected. As a worker, you have the right to refuse to perform a specific job or task you believe is unsafe without being disciplined by your employer. Your employer or supervisor may temporarily assign a new task to you, at no loss in pay.

### Steps to follow when work might be unsafe:

#### 1. Report the unsafe condition or procedure

As a worker, you must immediately report the unsafe condition to a supervisor or employer. As a supervisor or employer, you must investigate the matter and fix it if possible. If you decide the worker's concern is not valid, report back to the worker.

#### 2. If a worker still views work as unsafe after a supervisor or employer has said it is safe to perform a job or task

As a supervisor or employer, you must investigate the problem and ensure any unsafe condition is fixed.

This investigation must take place in the presence of the worker and a worker representative of the joint health and safety committee or a worker chosen by the worker's trade union. If there is no safety committee or representing trade union at the workplace, the worker who first reported the unsafe condition can choose to have another worker present at the investigation.

#### 3. If a worker still views work as unsafe, notify WorkSafeBC

If the matter is not resolved, the worker and the supervisor or employer must contact WorkSafeBC. A prevention officer will then investigate and take steps to find a workable solution.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work?origin=s&returnurl=https%3A%2F%2Fwww.worksafebc.com%2Fen%2Fsearch%23q%3Dunsafe%2520work%26sort%3Drelevancy%26f%3Alanguage-facet%3D%5BEnglish%5D>

**Note:** WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit [www.worksafebc.com](http://www.worksafebc.com) for current information.



## Worker Rights and Responsibilities:

On a worksite, everyone has varying levels of responsibility for workplace health and safety. You should know and understand your responsibilities — and those of others. If you're a worker, you also have three key rights.

### Your rights

- The right to know about hazards in the workplace
- The right to participate in health and safety activities in the workplace
- The right to refuse unsafe work without getting punished or fired

### Your responsibilities

As a worker, you play an important role in making sure you — and your fellow workers — stay healthy and safe on the job. As a worker, you must:

- Be alert to hazards. Report them immediately to your supervisor or employer.
- Follow safe work procedures and act safely in the workplace at all times.
- Use the protective clothing, devices, and equipment provided. Be sure to wear them properly.
- Co-operate with joint occupational health and safety committees, worker health and safety representatives, WorkSafeBC prevention officers, and anybody with health and safety duties.
- Get treatment quickly should an injury happen on the job and tell the health care provider that the injury is work-related.
- Follow the treatment advice of health care providers.
- Return to work safely after an injury by modifying your duties and not immediately starting with your full, regular responsibilities.
- Never work under the influence of alcohol, drugs or any other substance, or if you're overly tired.

## Employer Responsibilities:

Whether a business is large or small, the law requires that it be a safe and healthy place to work. If you are an employer, it is your responsibility to ensure a healthy and safe workplace.

### Your responsibilities

- Establish a valid occupational health and safety program.
- Train your employees to do their work safely and provide proper supervision.
- Provide supervisors with the necessary support and training to carry out health and safety responsibilities.
- Ensure adequate first aid equipment, supplies, and trained attendants are on site to handle injuries.
- Regularly inspect your workplace to make sure everything is working properly.
- Fix problems reported by workers.
- Transport injured workers to the nearest location for medical treatment.
- Report all injuries to WorkSafeBC that required medical attention.
- Investigate incidents where workers are injured or equipment is damaged.
- Submit the necessary forms to WorkSafeBC.

## Supervisor Responsibilities:

Supervisors play a key role with very specific health and safety responsibilities that need to be understood.

A supervisor is a person who instructs, directs, and controls workers in the performance of their duties. A supervisor can be any worker — management or staff — who meets this definition, whether or not he or she has the supervisor title. If someone in the workplace has a supervisor's responsibilities, that person is responsible for worker health and safety.

### Your responsibilities

- Ensure the health and safety of all workers under your direct supervision.
- Know the WorkSafeBC requirements that apply to the work under your supervision and make sure those requirements are met.
- Ensure workers under your supervision are aware of all known hazards.
- Ensure workers under your supervision have the appropriate personal protective equipment, which is being used properly, regularly inspected, and maintained.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities>

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## Appendix B

### Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2019 – June 30, 2022 local Collective Agreement between the Board of Education of School District No. 39 (Vancouver) and CUPE Local 15.

Each signed off item is attached for reference.

Article	Item
3.C	Dues/Checkoff
3.H	Volunteers
5.A	Job Evaluation
6.B.1	Hours of Work
6.E.6	Modified Work Schedule
6.F	Overtime
6.L	Job sharing
8.A.3(e)	Annual Vacations
9	Absence from Duty – Elected to Public Office: New
9	Absence from Duty – <i>Employment Standards Act</i> : New
9.H	Maternity Leave
9.I.1	Absence from Duty – Adoption Leave
9.R	Medical/Dental Appointments
11.A.1.(b)	Seniority Definition
11.B	Secondment
11.D	Workforce Adjustment
11.E	Term Employees
11.H.3	Health Care Premium
11.H.4	Administration of Medications
11.H.5	Language Premium
11.K.2	Payment of Wages
11.M	Early Cheque Pick-up
11.R.4.	Harassment
11.R.6	Workload
11.S	Substitute Requests
11.W(c)	Joint Career Development Committee
New	General Provisions – Municipal Pension Plan/LTD
New	General Provisions – New language
Form #1	Self-Funded Leave of Absence Plan: Renew
Form #2	Application for Reimbursement for Course/Conference Fee: Update and renew
LOU #1	Staff ration/guaranteed employment: Renew
LOU #2	Training career development
LOU #3	Perm Subs: Renew
LOU #4	Proposed School Calendar Changes: Renew
LOU #5	Gender Neutral Joint Job Evaluation Programme: Renew

Appendix A      Job Bands and Current Classifications: Amend/update  
job titles and positions  
Appendix B      Self-Funded Leave of Absence Plan: Renew

Dated June 04, 2019.

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CUPE Local 15

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Board of Education of School District No. 39  
(Vancouver)

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