

COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES

OF

SCHOOL DISTRICT NO. 39 (VANCOUVER)

AND

CUPE LOCAL 15

2006 JULY 01 TO 2010 June 30

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

The Vancouver Board of School Trustees 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 first and third Mondays of each month at 7:00 pm (except for July, August and December). The time and place of these meetings are advertised in the *Board Review* newsletter which is produced to keep you up to date on district policies and direction.

The following collective agreement outlines conditions relevant to your employment. Other conditions over and above those negotiated between the Board and CUPE Local 15 (VMECW) are dictated by Board policy and practices. The Board encourages you to contact your supervisor or the Human Resources Division 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 (VMECW)
545 West 10th Avenue
Vancouver, B.C. V5Z 1K9
Phone: 604-879-4671 Fax: 604- 879-7582
email@cupe15.org www.cupe15.org

CUPE Local 15 was organized over **90** years ago and has over **5300** members working at over 100 different work sites in **the Lower Mainland**. Members of Local 15 work in a diversity of jobs which include clerical, technical, administrative, recreational, educational, cultural, residential, parking enforcement and building service positions. Local 15 represents members working for **18** different employers including the Vancouver School Board. The overall membership is made up of approximately 60% women and one third are part-time workers. Local 15 is affiliated to CUPE British Columbia Provincial Division, CUPE Metropolitan District Council and the Vancouver and District Labour Council. The Canadian Union of Public Employees represents over **550,000** 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. These are where the discussion, debate, appointments, elections and major decisions take place that impact you and our local. It is also your opportunity to find out first hand the latest news, give input and ask questions on issues that you are concerned about.

An Executive Board and Trustees are elected by the membership at an Annual General Meeting held every April. The President and Secretary Treasurer work full time at the union office and are full time political officers of the Union. 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 representatives, legal representatives and clerical support.

The collective agreement specifies the terms and conditions of your employment and has been mutually agreed to by the Union and the School Board. Both parties want the provisions to be respected and properly applied. It is in your interest to know the contract as it applies to your working environment. Contract improvements are negotiated between the Board and the Union. Changes to the application of the agreement require mutual agreement between the Union and the Board. 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.

Within the Vancouver School Board there 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 contact the Union Office.

2006 JULY 01 - 2010 JUNE 30

V.S.B./CUPE Local 15 (VMECW) COLLECTIVE AGREEMENT

<u>CLAUSE</u>	<u>HEADING</u>	<u>PAGE</u>	
1.	A.	Term of Agreement	1
	B.	Effective Dates	1
	C.	Salary Increase	1
	D.	Definition of School Year	2
2.	<u>DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS</u>		2 - 6
	A.	1. Permanent Employee	2
		2. Term Employee	2
	B.	Temporary Employee	2 - 3
	C.	Probationary Employee	3 - 4
		1. Probationary Period	3
		2. Termination During Probationary Period	3
		3. Suitability	4
		4. Commencement of Benefits Based on Length of Service	4
		5. Coverage for Employee Benefits	4
		6. Probationary Period for Temporary Employee	4
		7. Temporary Employee Appointment to Permanent Position	4
	D.	Retirement	5
		1. Retirement Age	5
		2. Optional Retirement	5
		(a) To End of School Year	5
		(b) Beyond End of School Year	5
	E.	Qualification to Earn Benefits	6
	F.	Legal or Common-Law Spouse	6
	G.	Transferring Within CUPE Local 15 (VMECW)	6
3.	<u>UNION SECURITY</u>		6 - 8
	A.	Condition of Employment	6
	B.	Contracting Out	6
	C.	Dues/Check Off	6 - 7
	D.	New Employees	7
		1. Shop Steward's Notification	7
		2. Orientation of New Members	7
	E.	Union Bulletin Board	7

F. CLAUSE	Picket Lines HEADING	7 PAGE
3.	<u>UNION SECURITY (Continued)</u>	6 - 8
	.	7
	.	7
		8
4.	<u></u>	8 - 9
	.	8 - 9
	1.	8
	2.	8
	3.	8 - 9
		8
		9
		9
		9
	.	9
	.	9
5.	<u></u>	10 - 12
	.	10
	.	10 - 12
	1.	10 - 11
	2.	11 - 12
6.	<u></u>	12 - 22
	.	12
	1.	12
	2.	12
	.	13 - 14
	1.	13
	2.	13
	3.	14
	3.	14
	4.	14
	5.	14

I.	Employee Handbook		14
	1. Handbook		14
	2. Handbook		14
D.	Shift Differential		14 - 15
E.	Experimental Work Schedule		15 - 16
	1. Variation of Work Schedule		15
	2. Modified Work Schedule		15 - 16
	3. Irregular Hours		16
<u>CLAUSE</u>	<u>HEADING</u>		<u>PAGE</u>
6.	<u>WORKING CONDITIONS (Continued)</u>		12 - 22
F.	Overtime		16 - 18
	1. Options	16	
	(a) Paid Overtime		16
	(b) Definition		17
	(c) Overtime Pay		17
	(d) Compensating Time Off		17
	2. Authorization		17
	3. Field Trips		17 - 18
G.	Stand By and Call Out		18 - 19
H.	Trial Period on Promotion or Transfer		19 - 20
	1. Length of Trial Period		19
	2. Orientation During Trial Period		19
	3. Positions with More Than Four (4) Months Trial Period		19
	4. Transfer/Promotion		19
	5. Trial Period		19 - 20
I.	Employee Handbook		20
	1. Handbook		20
	2. Handbook		20
	3. Handbook		20
J.	Filling of Temporary Assignments		20
K.	Clothing		21
L.	Job Sharing		21 - 22
M.	Acting in Senior Capacity		22
	1. Temporary Authorization and Pay		22
	2. Payment		22
	3. Promoted to Senior Position		22
7.	<u>SCHEDULE OF WAGE RATES</u>		22 - 23
A.	Term		22

B.	Changes to Rates		22
C.	2006 July 01, 2007 July 01, 2008 July 01 and 2009 July 01 Schedule		23
8.	<u>EMPLOYEE BENEFITS</u>	23 - 33	
A.	Annual Vacations		23 - 28
1.	Calculations for Entitlement		23 - 24
2.	Carry-Over		24
3.	Supplementary Vacation		24
	Vacation Entitlement Table		25
4.	Term Employees		26
5.	Definition of Service for Vacation Entitlement		26
6.	Retirement Bonus		26
7.	Reconciliation of Vacation		26
8.	□□□ □□□□□ □□□□□□		26
<u>CLAUSE</u>	<u>HEADING</u>		<u>PAGE</u>
8.	<u>EMPLOYEE BENEFITS (Continued)</u>		23 - 33
B.	General Holidays		26 - 27
1.	Day In Lieu		27
2.	Entitlement to Statutory Holidays	27	
3.	Additional Statutory Holidays		27
4.	Work on Statutory Holiday		27
C.	Sick Leave		27 - 28
1.	Initial Sick Leave Credit		27
2.	Advance of Sick Leave Credit		27
3.	Accumulation of Sick Leave Credits		27 - 28
	(a) Full-Time Employees		27
	(b) Term Employees		28
4.	Sick Leave - Maternity/Adoption Leave		28
D.	Municipal Pension		28
1.	Contributions		28
2.	Optional Retirement		28
E.	Deferred Savings		28
F.	Medical Insurance		29 - 30
1.	Medical Services Plan		29
2.	Extended Health		29
3.	Contributions During Sick Leave	29	
4.	Term Employees		29
5.	□□□□□□□□		29 - 30
□ .	□□□□ □□□□□□□□		30
□ .	□□□□□□ □□□		31 - 32
1.	□□□□□ □□□□□□ □□□□□□□	31	
	(□) □□□□□□□□□□□□□□□□	31	
	(□) □□□□□□		31
2.	□□□ □□□ □□□□		31
3.	□□□□□□□ □□□ □□□□□□		31
4.	□□□□□□□□ □□□□□□□□		32

5.	(1) 32	32
	(2) 32	32
	(3) 32	32
6.	32	32
7.	32	32
8.	32	32
9.	33	33

<u>CLAUSE</u>	<u>HEADING</u>	<u>PAGE</u>
9.	<u>ABSENCE FROM DUTY</u>	33 - 46
A.	Non-Occupational Sickness and Injury	33 - 34
	1. Use of Sick Leave Credits	33
	2. Medical Certificate	33 - 34
B.	Accidents or Illness Covered by Workers' Compensation Board	34
	1. Use of Sick Leave Credits	34
	2. Reimbursement of Workers' Compensation to the Board	34
	3. Definition	34
C.	Return to Work	34
D.	Disabilities Not Covered by Workers' Compensation Board	35
E.	Compulsory Quarantine	35
F.	Bereavement Leave	35 - 36
	1. Death of Family Member	35
	2. Bereavement Leave	35
	3. Request for and Processing of Leave	36
	4. When on Annual Vacation	36
	5. When on Sick Leave	36
	6. Attendance as Mourner at Funeral	36
G.	Maternity Leave	36 - 39
H.	Adoption Leave	39 - 40
I.	Parental Leave	40
J.	Leave for Union Business	40 - 41
	1. Negotiations & Third Party Intervention	40
	2. Grievance & Grievance Meetings	40
	3. Union Business	40
	4. Full Time Union Office	41

	(a) Elected or Temporary Appointments	41
	(b) Permanent Appointments	41
5.	Reimbursement of Costs to Board	41
6.	Division of Financial Responsibility Between Union & Board	41
K.	Educational Ceremony/Examinations	42
1.	Ceremony	42
2.	Examination	42
L.	Jury Duty/Crown Witness	42
M.	Personal Leave	42 - 43
1.	Personal Leave of Up to Five (5) Days	42 - 43
2.	Personal Leave of Up to One (1) Year	43
3.	Personal Leave of Up to One (1) Year (for members of the Board of Directors)	43
N.	Educational/Personal Development Leave	44
O.	Parenthood Leave - Without Pay	44 - 45

<u>CLAUSE</u>	<u>HEADING</u>	<u>PAGE</u>
9.	<u>ABSENCE FROM DUTY (Continued)</u>	33 - 46
	P. Religious Holidays	45
	Q. [REDACTED]	45
	R. [REDACTED]	46
10.	<u>TECHNOLOGICAL CHANGE</u>	46 - 47
	A. Introduction and Disputes	46
	B. Referral to Arbitration Board	46 - 47
	C. Written Notice of Change	47
11.	<u>GENERAL PROVISIONS</u>	47 - 66
	A. Seniority	47 - 48
	1. Definition	47
	2. Seniority List	48
	3. Loss of Seniority	48
	B. [REDACTED]	48 - 49
	C. Resignation and Re-employment	49
	1. Re-employment into a Permanent Position	49
	2. Re-employment into a Temporary Position	49
	3. Recruiting Preference	49
	D. Lay-Off, Bumping and Severance	49 - 51
	E. Term Employees	52
	1. Right to Other Positions	52
	2. Pay Procedures	52
	F. Vacancies	52 - 53
	1. Notification of Vacancies	53
	2. Information in Postings	53
	3. Vacancies - Effective Date	53
	4. Job Line/Mailing of Postings	53
	5. Selection	53
	G. Health and Safety	54
	H. Salary Premium	54 - 57
	1. Occupational First Aid Level I	54 - 55
	2. Occupational First Aid Level II	55
	3. Health Care Premium	56
	4. Administration of Medication	56 - 57
	5. Language Premium	57

<u>CLAUSE</u>	<u>HEADING</u>	<u>PAGE</u>
11.	<u>Table of Contents (Table of Contents)</u>	47 - 66
I.	General Changes	57
J.	Present Conditions and Benefits	57
K.	Payment of Wages	57 - 58
L.	Banking of Pay	59
M.	Early Cheque Pick-up	59
N.	Personnel File	59
	1. Employee Access and Location	59
	2. Material of Negative or Adverse Nature	59
	3. Removing Material of Negative or Adverse Nature	59
O.	Persons with Disabilities	59
P.	Mileage	59 - 60
Q.	Parking	60
R.	Employee Rights	60 - 62
	1. [Redacted]	60
	2. [Redacted]	60
	3. [Redacted]	60
	4. [Redacted]	61
	5. [Redacted]	62
	6. [Redacted]	62
	7. [Redacted]	62
	8. [Redacted]	62
	9. [Redacted]	62
S.	Substitute Requests	63
T.	Hours of Work/Transfers	63
U.	Bargaining Agent	63
	1. Exclusive Bargaining Right	63
	2. Interest Groups	63
	3. Joint Union-Management Committee	63
	4. Membership Data	63
V.	Vehicle Vandalism Compensation	64
	1. Claim	64
	2. Processing	64
	3. Personal Property Claim	64
W.	1. Joint Career Development Committee	64 - 65
	2. Vancouver School Board Courses - CIE	65 - 66

<u>CLAUSE</u>	<u>HEADING</u>	<u>PAGE</u>
11.	<u>GENERAL PROVISIONS (Continued)</u>	47 - 66
	Y. Secure Storage	66
	Z. Early Retirement Incentive	66
	AA. Printing of the Collective Agreement	66
	BB. Immunization	66
12.	<u>EMPLOYMENT STANDARDS</u>	67
	A. Minimum Daily Pay	67
	B. General	67
	Remaining Classes and Pay Grades	68
	Schedules of Wage Rates	69
	Probationary Period	70
	Signature Page	71
	Letters of Understanding	72 - 76
	#1 - Staffing Ratio Implementation Plan & Job Banding	72 - 73
	#2 - Training	74
	#3 - Permanent Substitutes	75
	#4 - Proposed School Calendar Changes	76
	Appendix A - Current Job Bands	77 - 78
	Appendix B - Banded Hourly Rates	79
	Appendix C - Self Funded Leave of Absence Plan	80 - 83
	Form #1 - Self Funded Leave of Absence Plan	84
	Appendix D - Memorandum of Agreement	85 - 94
	Appendix E - Benefit Trust/Long Term Disability	95
	Form #2 - Career Development Application for Reimbursement of Course/Seminar Fees	96
	Form #3 - Savings Plan Bulletin	97
	Employee's Savings Plan Withdrawal Notice	97
	Index	98 - 109

THIS AGREEMENT, effective A.D. 2006 the first day of July.

BETWEEN: The Board of School Trustees 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 **forty-eight** months from 2006 July 01 to 2010 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:

Effective July 1, 2006 - 2%

Effective July 1, 2007 - 2%

Effective July 1, 2008 - 2%

Effective July 1, 2009 - 2%

* The Human Resources Division is the agent for the Board in all matters pertaining to this Collective Agreement.

1. 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.

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 eighteen (18) working weeks with satisfactory service with the Board.

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

2. Term Employee

An employee classified in Job Bands Office Support A, Office Support B, Office Support C, School & Student Support A, School & Student Support B plus an employee classified as Youth and Family Worker, First Nations School Support Worker, Home and School Worker or Special Education Assistant and whose appointment is based on days of work as provided in Clauses 6.A. (Days of Work) and 6.B, (Hours of Work).

Term Employees shall, after probation, receive all benefits, rights, and privileges which are extended to Permanent Employees. Such benefits shall be earned and paid for within the qualifications applicable to Permanent Employees.

B. Temporary Employee

1. An employee who is appointed:

- (a) as a casual 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,

shall be entitled to 18.2% 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 12.2% of gross earnings in lieu of the above noted benefits, excluding Municipal Pension.

2. DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS (Continued)

B. Temporary Employee (Cont'd)

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.
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. **Effective September 1, 2006, student workers can work a maximum of twelve (12) hours weekly.**

C. Probationary Employee

1. Probationary Period

- (a) New Regular Full-Time Employees shall be placed in a probationary capacity until the completion of up to eighteen (18) working weeks service. The probationary period for part-time employees will be extended to be equivalent to eighteen (18) full time working weeks. Such extensions for part-time employees will not affect benefit entitlement as outlined in Clause 2.C.7.
- (b) Those appointed to positions listed in the schedule attached hereto (p. **70**) shall be placed in a probationary capacity until the completion of up to ten (10) months service.

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 he/she is 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 (Continued)

C. Probationary Employee (Cont'd)

3. Suitability

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

- i) the quality of his/her work
- ii) his/her conduct
- iii) his/her ability to meet acceptable production standards.

4. Commencement of Benefits Based on Length of Service

If a Probationary Employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.

5. Coverage for Employee Benefits

Until no longer required, new continuing employees shall provide, at their own expense, the Employee Health Coordinator with a medical clearance certificate, stating whether or not the employee is fit to work, from the medical physician of their choice prior to the completion of the required probationary period.

6. 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 he/she has been temporarily assigned, the probation period will be considered to have been served provided that the requirements of Clause 2.C.5. (Coverage for Employee Benefits) have been met.

7. 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.6. (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).

Employees who are appointed to a permanent position and have previous temporary service will commence the above benefits and deferred savings eighteen (18) working weeks from the date of appointment, minus temporary service to a maximum of eighteen (18) weeks.

2. DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS (Continued)

D. Retirement

1. Retirement Age

The minimum retirement age shall be in accordance with the Municipal Pension Plan. The maximum retirement age shall be sixty-five (65) years of age.

2. Optional Retirement

By October 31 of each year the Board will notify those employees who will attain age sixty-five (65) in the next twelve (12) months. The employees will be referred to the clauses in the collective agreement that outline the following options:

(a) To End of School Year

Upon written application to the Human Resources Division at least four (4) months prior to reaching maximum retirement age, an employee may elect to continue to work to the end of the school year in which he/she reaches normal retirement age. If the Board can show that the employee is not capable of carrying out the normal duties of his/her position, the Board may require the employee to retire. The Board may require a medical certificate of physical fitness to carry out normal duties. In such cases all benefits and perquisites shall continue during this period unless prohibited by statute. Nothing in this section shall prevent an employee from making an application to continue to work as set out in 2.D.2.(b) (Retirement Beyond the End of School Year) provided he/she otherwise qualifies.

(b) Beyond End of School Year

Upon advising the Board in writing before April 1st each year, employees may elect to continue to work beyond maximum retirement age for a maximum of two (2) years provided that they are capable of carrying out the normal duties of their position. At the request of the Board an employee electing to continue in employment shall supply to the Board on an annual basis medical certification of physical fitness to carry out normal duties.

An employee electing to continue in employment shall continue to be covered by all provisions of this Agreement except where continuance in a benefit plan is prohibited by the plan or by Statute.

In the event of lay-off an employee who is over maximum retirement age and who is laid off under the provisions of Clause 11.D. (Layoff, Bumping and Severance) of this Agreement shall be deemed to have retired and shall not be eligible for severance pay as outlined in Clause 11.D.6. (Layoff, Bumping and Severance).

* As defined in the Municipal Pension Plan.

2. DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS (Continued)

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.

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 present employees who are members of the Union on 1974 June 1 shall remain members of the Union. All persons who become employed on or after 1974 June 1 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. [REDACTED]

3. [REDACTED]

[REDACTED]

[REDACTED]

3. _____ (_____)

D. _____ (_____)

D. New Employees

1. Union's Notification

The Human Resources Division 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.

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 and Appendix B, Banded Hourly Rates** of the Collective Agreement.

H. Volunteers

It is agreed that the Board may use the services of a volunteer in a school for the equivalent number of hours to those a volunteer donated in the 1983/84 school year. No employee shall suffer loss of position or time solely as a result of volunteers in the school.

3. Policy Grievance Procedure (Grievance Procedure)

1. Purpose

The purpose of this procedure is to provide a fair and equitable process for the resolution of disputes between the Board and its employees. It is intended to provide a fair and equitable process for the resolution of disputes between the Board and its employees. It is intended to provide a fair and equitable process for the resolution of disputes between the Board and its employees.

4. Scope

1. This procedure applies to all employees of the Board.

This procedure applies to all employees of the Board. It is intended to provide a fair and equitable process for the resolution of disputes between the Board and its employees. It is intended to provide a fair and equitable process for the resolution of disputes between the Board and its employees.

1. Policy Grievance Procedure

The purpose of this procedure is to provide a fair and equitable process for the resolution of disputes between the Board and its employees. It is intended to provide a fair and equitable process for the resolution of disputes between the Board and its employees.

- (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 his/her or 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 he/she or 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 Human Resources personnel). At no time will there be an imbalance of members from either the employer or the Union without the agreement of both parties.

4. GRIEVANCES (Continued)

A. Grievance Procedure (Cont'd)

3. □ □ □ □ □ □ □ □ (□ □ □ □ □)

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 the Human Resources Division or Payroll Department, it shall be referred in writing by the Union to the appropriate representative from the Human Resources Division.

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, Human Resources 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, in the case of a three (3) person board of arbitration, contain the name of the member nominated to the Board, by the party serving notice.

Except as provided below a 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.

A one (1) person Arbitration Board shall be acceptable where there has been joint and mutual agreement for same between the parties.

5. JOB EVALUATION/BANDING

1. Job Evaluation/Banding

The purpose of the job evaluation/banding process is to ensure that jobs are properly classified and that the pay scale is fair and equitable. This process involves comparing the relative worth of different jobs within an organization. The process is based on the job's requirements, including the skills, knowledge, and experience needed to perform the job successfully. The process is also based on the job's responsibilities and the level of supervision. The process is designed to ensure that jobs are properly classified and that the pay scale is fair and equitable.

(1) The purpose of the job evaluation/banding process is to ensure that jobs are properly classified and that the pay scale is fair and equitable. This process involves comparing the relative worth of different jobs within an organization. The process is based on the job's requirements, including the skills, knowledge, and experience needed to perform the job successfully. The process is also based on the job's responsibilities and the level of supervision. The process is designed to ensure that jobs are properly classified and that the pay scale is fair and equitable.

(2) The purpose of the job evaluation/banding process is to ensure that jobs are properly classified and that the pay scale is fair and equitable. This process involves comparing the relative worth of different jobs within an organization. The process is based on the job's requirements, including the skills, knowledge, and experience needed to perform the job successfully. The process is also based on the job's responsibilities and the level of supervision. The process is designed to ensure that jobs are properly classified and that the pay scale is fair and equitable.

2. Job Evaluation/Banding

1. Job Evaluation/Banding

(a) Job Evaluation/Banding

The purpose of the job evaluation/banding process is to ensure that jobs are properly classified and that the pay scale is fair and equitable. This process involves comparing the relative worth of different jobs within an organization. The process is based on the job's requirements, including the skills, knowledge, and experience needed to perform the job successfully. The process is also based on the job's responsibilities and the level of supervision. The process is designed to ensure that jobs are properly classified and that the pay scale is fair and equitable.

(b) Job Evaluation/Banding

The purpose of the job evaluation/banding process is to ensure that jobs are properly classified and that the pay scale is fair and equitable. This process involves comparing the relative worth of different jobs within an organization. The process is based on the job's requirements, including the skills, knowledge, and experience needed to perform the job successfully. The process is also based on the job's responsibilities and the level of supervision. The process is designed to ensure that jobs are properly classified and that the pay scale is fair and equitable.

... ..

... ..

... ..

5. ...

B. Job Banding (Cont'd)

1. Guidelines (Cont'd)

(i) ...

... ..

(ii) ...

... ..

... .. (2)

(d) The Board shall have the right to assign employees to other positions within the same classification as their current position, provided that the assignment is for a period of not more than 11 months and that the employee is qualified for the position. The Board shall have the right to assign employees to other positions within the same classification as their current position, provided that the assignment is for a period of not more than 11 months and that the employee is qualified for the position.

(e) Professional Development

The Board shall have the right to assign employees to other positions within the same classification as their current position, provided that the assignment is for a period of not more than 11 months and that the employee is qualified for the position.

The Board shall have the right to assign employees to other positions within the same classification as their current position, provided that the assignment is for a period of not more than 11 months and that the employee is qualified for the position. (13) The Board shall have the right to assign employees to other positions within the same classification as their current position, provided that the assignment is for a period of not more than 11 months and that the employee is qualified for the position.

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 Human Resources and C.I.E. (604-713-5000) 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.

6. WORKING CONDITIONS (Continued)

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 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 his/her 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. 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 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.

For temporary jobs such as but not limited to Night School Registration Clerks, Night School Attendants, Night School Secretaries, Summer School Secretaries, 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 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. Clark Drive Workshop

The normal working day for the Clark Drive Workshop Stores staff shall cover the same hours as those of the tradesmen 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 of the clerical employees of the Maintenance Department at the Clark Drive Workshop shall be as arranged with the Manager of Maintenance and Construction or Stores 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. I. (Regular Hours of Work) hereof.

6. WORKING CONDITIONS (Continued)

B. Hours of Work (Cont'd)

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. Employee Layoff

(a) An employee who is laid off shall be eligible to be recalled to the position from which laid off, or to a position of equivalent or higher status, if the position is available within the same classification and the employee meets the requirements of section 6.4.(1), (32) of the Collective Agreement.

(b) An employee who is laid off shall be eligible to be recalled to the position from which laid off, or to a position of equivalent or higher status, if the position is available within the same classification and the employee meets the requirements of section 6.4.(1), (32) of the Collective Agreement.

5. Employee Recall

(a) An employee who is laid off shall be eligible to be recalled to the position from which laid off, or to a position of equivalent or higher status, if the position is available within the same classification and the employee meets the requirements of section 6.4.(1), (32) of the Collective Agreement.

(b) An employee who is laid off shall be eligible to be recalled to the position from which laid off, or to a position of equivalent or higher status, if the position is available within the same classification and the employee meets the requirements of section 6.4.(1), (32) of the Collective Agreement.

2. Employee Layoff

An employee who is laid off shall be eligible to be recalled to the position from which laid off, or to a position of equivalent or higher status, if the position is available within the same classification and the employee meets the requirements of section 6.4.(1), (32) of the Collective Agreement.

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:

6. WORKING CONDITIONS (Continued)

D. Shift Differential (Cont'd)

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 3/4%); or
3. If the shift commences at 03:00 hours or earlier or ends at 22:00 hours or later - nine per cent (9%).

E. Experimental 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. Modified Work Schedule

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 the Human Resources Division or the Union.

Hours of Work

- (a) Employees will work an additional one-half (½) hour per day on a prescheduled basis. Starting, finishing and lunch times will be arranged with the local supervisor.
- (b) Any time worked beyond the prescheduled one-half (½) hour will be compensated as overtime. Within the limit of two and one-half (2½) hours of accumulated time per week, day-to-day flexibility of the accumulating time will be allowed in those areas of positions where it was the practice prior to

1988 January 01.

- (c) 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.
- (d) 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.

6. WORKING CONDITIONS (Continued)

E. Experimental Work Schedule (Cont'd)

2. Modified Work Week Schedule (Cont'd)

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.

By agreement with the local supervisor, the employee may work additional time (within the two and one-half (2½) 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.

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.

3. 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

Home and School Workers and First Nations School Support 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.

6. WORKING CONDITIONS (Continued)

0. ()

1.

()

() 6.1.1.

() (7) (35) (7.5) 37.5

() 11.2. ().

() (2) ()

() 6.1.() 31 **in October of the year in which it was earned.**

2.

0000 .

00 0000000 0 0 0000 00 0000000000 00 0 000000 00 00000000 00 000
00 0000000-0 0000000000. 0 0000 000 00 0000000 0000 0 0000-00000000
0000 0 000 000000000000000000 0000000, 000 000 0000000 000 0 0000 000000
00000000000 000000 00 00 00000 0000 000000000 0 0000 000000000 00000 00
0000000 0 000000 000 00000000 0 000000000 0000

3. 00000 00000

0 00000 0 000000 0000000000000000000 000000000 000 000000000 0000 000 00000 0000
000000000000, 00000 000 0000000 0 000 000 00000000 00 0000000 00000 00000 00000
00000 0000000 00000 0000 00000000 000000, 00000000 000 00000 00000 08:00 0000
17:00 00000, 00 00000 0 0000 0000000000 00 00000000 00000000000.

Such employees will work on field trips outside of their normal working hours only when there is prior written authorization for overtime.

6. WORKING CONDITIONS (Continued)

F. Overtime (Cont'd)

3. Field Trips (Cont'd)

- (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.
- (b) Weekday overnight field trips will be paid to a maximum of four (4) hours overtime beyond his/her 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, he/she will be paid for the additional hours worked in addition to the stated overtime.

G. Stand-by and Call Out

Stand-by

1. 00000-000 00 00000000 00 000000 00-00000000 000 0000000000 00 0 0000 00 0000
0000 0 000000 000 0000 0000000 000000 000 0000000, 000000000000000

2. 00 00000000 0 000 0000 000000000 00 000 00 0000000-000 0 000000 0000 0000000000
00 00000 0:

- (1) 00 00000000 0 00000000000 0000 (1) 00000 0000 000 00000000000 0000 0 0000
00000 00000(8) 000000000000 000000000-000 0000 0 00000000 00 0 00000000
0000000000 00000000000 0000 000000000000 00000 0000 000000000;

(A) 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.

(B) 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.

6.0.1.1

1. 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.

2. 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.

6. WORKING CONDITIONS (Continued)

G. Stand-by and Call Out (Cont'd)

Call Out (Cont'd)

3. 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.

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 an eighteen (18) 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 eighteen (18) 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 the Human Resources Division.

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 nine (9) weeks of the trial period the employee may opt to return to his/her previous position, provided that it has not been filled, **or be placed in the next available position of equal status.**

3. Positions with More Than Four (4) Months Trial Period

Notwithstanding 6.H.1. and 6.H.2. above, there are certain positions within the Vancouver School Board system which require more than four (4) calendar months trial period and/or probation. The list of positions appended to this Agreement shall be discussed by the Labour Management Committee.

4. Transfer/Promotion.

An employee may not transfer or be promoted until completion of the probationary period. Transfers and promotions within this trial period may be considered in exceptional circumstances and where practicable as determined by the Human Resources Division.

5. 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 it's content have been read. The employee shall have the right to place his/her 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.

6. WORKING CONDITIONS (Continued)

H. Trial Period on Promotion or Transfer (Cont'd)

5. Performance Appraisals (Cont'd)

(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 Human Resources for that employee.

(d) A performance appraisal shall be conducted only by the Employee's Supervisor.

I. Temporary Positions

1. Posting

All temporary vacancies which are expected to continue for over six (6) months shall be posted internally provided any vacancies so created by recruitment may be filled by a temporary appointment without posting.

With the exception of maternity leave replacements, all continuous temporary positions twenty (20) hours per week or longer shall be reviewed during the fifth 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 six (6) 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 he/she shall, when such temporary work is completed, return to his/her 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 his/her former position.

3. Temporary Assignments - Applications from Permanent Employees

Permanent employees who have notified Human Resources, in writing, of their interest in temporary reassignments and who are qualified shall be considered for long term temporary non-posted vacancies.

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 the Human Resources Division to be dealt with, but shall not be arbitrable.

6. WORKING CONDITIONS (Continued)

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.
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 the Human Resources Division 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.

Any employee wishing to participate in a job sharing arrangement should make written application to the Union and the Human Resources Division by April 30 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.

In each instance of job sharing, the employees involved will be advised in writing of the terms of the arrangement.

Effective September 01, 2007, any job share will be on a **50/50** time basis, with each employee working full days.

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 (as an exception to Article 8.D.2. (Optional Retirement) 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.

6. WORKING CONDITIONS (Continued)

L. Job Sharing (Cont'd)

5. Either the Board or the Union may cancel the arrangement in writing, with a minimum of twenty (20) 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.

M. Acting in Senior Capacity

1. Temporary Authorization and Pay

An employee who is authorized by his/her Department Head or designate to accept the responsibilities and carry out the duties falling substantially within a position senior to that which he/she normally holds, for a continuous period of **one (1)** working day or more shall be paid for the total period as if he/she has 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.I. (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.

7. ██████████ ██████████ (██████████)

C. The **2006 July 01, 2007 July 01, 2008 July 01 and 2009 July 01** schedules of wage rates is page **69**.

8. EMPLOYEE BENEFITS

A. Annual Vacations (see Vacation Entitlement Table on page 25)

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 he/she 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 he/ she shall receive fifteen (15) working days at his/her regular rate of pay (and pro rata if his/her 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 he/she shall receive twenty (20) working days at his/her regular rate of pay (and pro rata if his/her 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 he/she shall receive twenty-five (25) working days at his/her regular rate of pay (and pro rata if his/her 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 he/she shall receive thirty (30) working days at his/her regular rate of pay (and pro rata if his/her 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 he/she shall receive thirty-one (31) working days at his/her regular rate of pay (and pro rata if his/her 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 he/she shall receive thirty-two (32) working days at his/her regular rate of pay (and pro rata if his/her 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 he/she shall receive thirty-three (33) working days at his/her regular rate of pay (and pro rata if his/her service during the year is not full-time), and thirteen point two per cent (13.2%) if Term Employee.

8. EMPLOYEE BENEFITS (Continued)

A. Annual Vacations (Cont'd)

1. Calculations for Entitlement (Cont'd)

- (i) If twenty-eight (28) years' service can be completed by December 31 he/she shall receive thirty-four (34) working days at his/her regular rate of pay (and pro rata if his/her service during the year is not full-time), and thirteen point six per cent (13.6%) if Term Employee.
- (j) If twenty-nine (29) years' service can be completed by December 31 he/she shall receive thirty-five (35) working days at his/her regular rate of pay (and pro rata if his/her 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 Entitlement

- (a) Employees who are employed by the City of Chicago for a period of five (5) years or more shall be entitled to a supplementary week of vacation, in addition to the annual vacation provided for in Section 8.1.1, of this Ordinance. The supplementary week of vacation shall be earned on a pro-rata basis for each year of service beyond the five (5) year period. The supplementary week of vacation shall be earned on a pro-rata basis for each year of service beyond the five (5) year period. The supplementary week of vacation shall be earned on a pro-rata basis for each year of service beyond the five (5) year period.
- (b) Employees who are employed by the City of Chicago for a period of ten (10) years or more shall be entitled to a supplementary week of vacation, in addition to the annual vacation provided for in Section 8.1.1, of this Ordinance. The supplementary week of vacation shall be earned on a pro-rata basis for each year of service beyond the ten (10) year period. The supplementary week of vacation shall be earned on a pro-rata basis for each year of service beyond the ten (10) year period. The supplementary week of vacation shall be earned on a pro-rata basis for each year of service beyond the ten (10) year period.
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 asked in writing in December of the preceding year to elect pay or vacation time (as is done for

gratuity credits). An employee who opts for pay will be paid five (5) days at the employee's rate in effect on January 1st, such payment to be made in January.

**Entitlement
Year**

Year Hired	2006	2007	2008	2009	2010	2011	2012	2013	2014
2010					ESA	15/-	15/-	15/-	15/-
2009				ESA	15/-	15/-	15/-	15/-	15/-
2008			ESA	15/-	15/-	15/-	15/-	15/-	15/-
2007		ESA	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2006	ESA	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2005	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2004	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2003	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2002	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2001	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2000	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/	20/-
1999	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
1998	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1997	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1996	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1995	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1994	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	30/5
1993	20/-	20/-	25/5	25/-	25/-	25/-	25/-	30/-5	30/-
1992	20/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-
1991	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-
1990	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-
1989	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	31/5
1988	25/-	25/-	30/5	30/-	30/-	30/-	30/-	31/5	32/-
1987	25/-	30/5	30/-	30/-	30/-	30/-	31/5	32/-	33/-
1986	30/5	30/-	30/-	30/-	30/-	31/5	32/-	33/-	34/-
1985	30/-	30/-	30/-	30/-	31/5	32/-	33/-	34/5	35/-
1984	30/-	30/-	30/-	31/5	32/-	33/-	34/5	35/-	35/5
1983	30/-	30/-	31/5	32/-	33/-	34/5	35/-	35/5	35/-
1982	30/-	31/5	32/-	33/-	34/5	35/-	35/5	35/-	35/-
1981	31/5	32/-	33/-	34/5	35/-	35/5	35/-	35/-	35/-
1980	32/-	33/-	34/5	35/-	35/5	35/-	35/-	35/-	35/-
1979	33/-	34/5	35/-	35/5	35/-	35/-	35/-	35/-	35/5
1978	34/5	35/-	35/5	35/-	35/-	35/-	35/-	35/5	35/-
1977	35/-	35/5	35/-	35/-	35/-	35/-	35/5	35/-	35/-
1976	35/-5	35/-	35/-	35/-	35/-	35/5	35/-	35/-	35/-

1975	35/-	35/-	35/-	35/-	35/5	35/-	35/-	35/-	35/-
1974	35/-	35/-	35/-	35/5	35/-	35/-	35/-	35/-	35/5
1973	35/-	35/-	35/5	35/-	35/-	35/-	35/-	35/5	35/-
1972	35/-	35/5	35/-	35/-	35/-	35/-	35/5	35/-	35/-
1971	35/5	35/-	35/-	35/-	35/-	35/5	35/-	35/-	35/-
1970	35/-	35/-	35/-	35/-	35/5	35/-	35/-	35/-	35/-
1969	35/-	35/-	35/-	35/5	35/-	35/-	35/-	35/-	35/-
1968	35/-	35/-	35/5	35/-	35/-	35/-	35/-	35/-	35/-

8. EMPLOYEE BENEFITS (Continued)

A. Annual Vacations (Cont'd)

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. 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.

7. 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 by a book entry 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.

8. 1991

1991

9. 1991

These provisions shall apply to all employees who are employed on the date of the implementation of this Agreement, and to all employees who are employed on the date of the implementation of this Agreement, and to all employees who are employed on the date of the implementation of this Agreement:

These provisions shall apply to all employees who are employed on the date of the implementation of this Agreement, and to all employees who are employed on the date of the implementation of this Agreement, and to all employees who are employed on the date of the implementation of this Agreement:

8. General Holidays (Provisions)

A. Day In Lieu (Provision)

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.

2. Entitlement to Statutory Holidays

All employees who are permanent, probationary, temporary, or term employees 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 regular 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 his/her 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.

8. EMPLOYEE BENEFITS (Continued)

C. Sick Leave (Cont'd)

3. Accumulation of Sick Leave Benefits (Cont'd)

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.

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 the Human Resources Division.

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. Details are given in a booklet which may be obtained from the Board's Human Resources Division.

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

2. Optional Retirement

See Optional Retirement under Clause 2.D.2. (Optional Retirement)_Definitions and Coverage for Employee Benefits.

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. Deferred Salary appended provides further information about deferred savings (p. **100**).

8. ██████████ ██████████ (██████████)

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.

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 twenty-five (\$25) annual deductible and no co-insurance.

The sample of services covered includes:

The eyeglass option will provide a maximum of two hundred and fifty dollars (\$250.00) payable every twelve (12) 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.

The Payroll Department will forward a current pamphlet of the EHB package to

employees upon request.

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 he/she desires.

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 or permanent term 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 his/her 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 (Continued)

F. Medical Insurance (Cont'd)

5. Medical Insurance (Cont'd)

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

(1) For the first twelve (12) months of continuous employment with the Board, the Board shall pay 100% of the premium for the dental plan.

(2) For the next four (4) years of continuous employment with the Board, the Board shall pay 80% of the premium for the dental plan.

(3) For the next four (4) years of continuous employment with the Board:

(a) For the first year, the Board shall pay 80% of the premium for the dental plan.

(b) For the second year, the Board shall pay 65% of the premium for the dental plan.

(c) For the third and fourth years, the Board shall pay 60% of the premium for the dental plan.

₹ 5,000) 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 or continuing 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. Gratuity Plan

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 (½) day only shall be subtracted for an absence of one-half (½) 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 (3) gratuity days in a calendar year subject to the same conditions as above.

... (1) ...

(a) ...

... 1986 ...

(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 8.1.1. (Accumulation of Credits).

2. Use of Credit

The number of gratuity days to the credit of each employee shall be frozen as of 1977 December 31 and placed in a bank. 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

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 to be taken at a later date as in 8.1.2. (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 option to bank rather than receive payout.

8. ...

. ...

4. ...

...

5. ...

(a) ...

(b) ...

(c) ...

(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. 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.

J. 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 he/she was last employed by the Board.

The Board shall also pay a sum equal to one-half (1/2) 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.

K. Retirement Savings Plan

Vancouver City Savings Group RRSP shall be available to permanent employees. The Board will process all authorized Vancouver City Savings Group RRSP application forms and deduct from every pay cheque, provided the net pay amount is sufficient to cover the deduction for the employee's RRSP contribution. Once deductions are initiated by the employee, they are deemed continuous until the employee is no longer in receipt of pay or the employee withdraws the authorization in writing.

8. Employee Assistance Program

L. 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.

9. ABSENCE FROM DUTY

1. Annual Leave

1.

- (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.F.1.(a) (Death of a Family Member).

2. Medical Certificate

- (a) Any employee absent because of his/her 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 his/her 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 the Human Resources Division and it shall be the responsibility of the Human Resources Division 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 (Continued)

A. Non-Occupational Sickness and Injury (Cont'd)

2. Medical Certificate (Cont'd)

- (d) Exceptions to the above are new employees who, as a condition of employment, shall produce a completed Board Employee Health Form at the employee's expense upon appointment to a regular position prior to the

commencement of their employment.

Failure to produce the Board Employee Health Form may be cause for the withdrawal of the employment offer.

Employees who attain age sixty-five (65) and are approved to continue employment beyond the end of the School Year as provided in Clause 2.D.2.(b) (Optional Retirement Beyond End of School Year) may be required to have the Board Employee Health Form completed at their own expense.

B. 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, he/she 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.

C. Return to Work

When an employee, supported by his/her 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.

9. ABSENCE FROM DUTY (Continued)

D. 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.

E. Compulsory Quarantine

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

F. 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 the Human Resources Division. 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.F.1.(Death of a Family Member), and who is required to attend to the affairs connected with the funeral 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 Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District 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.

9. ABSENCE FROM DUTY (Continued)

F. Bereavement Leave (Cont'd)

3. Request for and Processing of Leave

Requests for leave under Clauses 9.F.1. (Death of a Family Member) and 9.F.2. (Bereavement Leave) shall be submitted to the Human Resources Division for processing.

4. When on Annual Vacation

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

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.F.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 the Human Resources Division.

6. Attendance as Mourner at Funeral

An employee may be granted leave of up to four (4) hours to be reported as one-half (½) 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.

G. 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 the Human Resources Division with a medical certificate/Board Employee Health Form from a duly qualified medical practitioner stating that she 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 the Human Resources Division.

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.G.1. (Maternity Leave).

9. ABSENCE FROM DUTY (Continued)

G. Maternity Leave (Cont'd)

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 as of November 1, 1995 for Pregnancy Leave and the Employment Insurance Act.
6. An employee who desires to work during the last two (2) months of pregnancy may be permitted to do so if her attending physician and a physician appointed by the Board agree that the health of the employee will not be adversely affected. In such case, the employee shall work under such conditions and for such period as shall be specified by the physicians.
7. 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.
8. 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 she intends to return to work with a certificate/form from a medical practitioner stating that the employee is able to resume work.
9. An employee who has been granted Maternity Leave shall notify her Administrator/Supervisor and the Human Resources Division at least four (4) weeks before she intends to return to work. An employee who does not contact the Human Resources Division at least four (4) weeks before the expiry of her leave, shall be considered to have voluntarily resigned from the Board.
10. 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.
11. 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.
12. An employee who has notified the Board of her 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 she has sufficient sick leave credits and produces a medical certificate/ Employee Health Form duly completed by her 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 the Human Resources Division.

9. ABSENCE FROM DUTY(Continued)

G. Maternity Leave (Cont'd)

13. 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 her share of contributions by monthly post dated cheques. 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.
14. 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.
- 15.. An employee who resumes employment on the expiration of Maternity Leave shall be reinstated in all aspects by the Board to her previous position, or in a comparable position if her 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.
16. 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.G.17.
17. 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.
18. 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.
19. In the event that an employee on Maternity Leave returns to active employment for a period of less than twelve (12) months, Clause 9 G.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.
20. 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 of \$48,750 for the two (2) week E.I. waiting

period, and

9. ABSENCE FROM DUTY(Continued)

G. Maternity Leave (Cont'd)

20. Maternity Leave (Cont'd)

(b) (i) An employee who is a permanent employee of the Board and who, due to the death or disability of the birth mother, 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. (95%) of the employee's current salary to a maximum annual salary of \$48,750 for the two (2) week E.I. waiting period.

(iii) Subject to the approval of the Employment Insurance Commission, a father who is a permanent employee of the Board and who, due to the death or disability of the birth mother, 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.

(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.

H. Adoption Leave

1. Adoption leave without pay shall be granted upon request of the adopting parent in accordance with the Employment Standards Act as of 1995 November 01 and shall commence from the date of arrival of the child in the home. 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.G. (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 the Human Resources Division.

(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 of \$48,750 for the two (2) week E.I. waiting period.

9. ABSENCE FROM DUTY(Continued)

0. 00000000 000000 (0 00000)

2. (b) (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 of \$48,750, and the amount of the E.I. benefits received by the employee.
- (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.

I. Parental Leave

Parental Leave without pay will be provided in accordance to the Employment Standards Act of 1995 November 01.

J. 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 the Human Resources Division directly to ensure the Administrator/ Supervisor is able to

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 the Human Resources Division and provided the examination is administered by a recognized educational institution. If the examination is in the evening, one-half (1/2) 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.

9. ABSENCE FROM DUTY(Continued)

I. Sick Leave

1. General

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 the Human Resources Division and provided the examination is administered by a recognized educational institution. If the examination is in the evening, one-half (1/2) 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.

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 the Human Resources Division and provided the examination is administered by a recognized educational institution. If the examination is in the evening, one-half (1/2) 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.

L. 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 the Human Resources Division 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.

M. Personal Leave

Employees may be granted Personal Leave without pay provided the Administrator/ Supervisor and the Human Resources Division approve.

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

All employees shall be entitled to take up to five (5) days Personal Leave for any reason during a school year subject to operational requirements. The leave shall be without pay or may be taken with pay from the vacation entitlement already earned, compensating time off or from the banked gratuity days held to the employee's credit. All such leaves of absence shall be authorized by the employee's supervisor and the Human Resources Division, and such leaves will not be unreasonably withheld.

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

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

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 Human Resources 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 the Human Resources Division 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 the Human Resources Division at least one (1) calendar month prior to the stipulated date of return. In all instances, term employees shall be responsible for contacting the Human Resources Division 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 his/her 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 the Human Resources Division prior to the stipulated date in this Clause shall be considered to have voluntarily resigned from the Board.

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 the Human Resources Division.

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

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

... 80 ... 83 ... 9.0.

9. ABSENCE FROM DUTY(Continued)

0. [REDACTED]

1. [REDACTED] (2) [REDACTED] (1) [REDACTED] 30 [REDACTED] 31 [REDACTED]

2. [REDACTED] (12) [REDACTED]

3. [REDACTED] (100%) [REDACTED]

4. [REDACTED] (2) [REDACTED] 30 [REDACTED] 31 [REDACTED]

[REDACTED]

Employees shall be eligible for leave if they are employed on the date of the leave.

5. An employee shall be eligible for leave if they are employed on the date of the leave, and the leave is requested for a period of not more than two (2) years in the event that an employee who is a parent should find it necessary to remain at home with a dependent child.

6. An employee shall be eligible for leave if they are employed on the date of the leave, and the leave is requested for a period of not more than two (2) years in the event that an employee who is a parent should find it necessary to remain at home with a dependent child.

O. Parenthood Leave - Without Pay

1. An employee may request and may be granted Parenthood Leave for a period of not more than two (2) years in the event that an employee who is a parent should find it necessary to remain at home with a dependent child.

9. Parenthood Leave - With Pay (Continued)

A. Parenthood Leave - With Pay (Continued)

2. An employee shall be eligible for leave if they are employed on the date of the leave, and the leave is requested for a period of not more than two (2) years in the event that an employee who is a parent should find it necessary to remain at home with a dependent child.

3. An employee shall be eligible for leave if they are employed on the date of the leave, and the leave is requested for a period of not more than two (2) years in the event that an employee who is a parent should find it necessary to remain at home with a dependent child.

4. An employee on Parenthood Leave shall not lose his/her 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 ninety (90) days. The Board shall make every attempt to rehire the employee at a level and to a position of equivalent value, subject to the provisions of Clauses 11.A.1. (Seniority) and 11.E.1. (Right to other Positions).

6. An employee who is re-engaged from Parenthood Leave shall be considered eligible

for reinstatement under the applicable employee benefits including vacation, provided, in each case, his/her length of service and benefits are adjusted for the period of leave. Recognition of his/her previous related experience will be given in deciding his/her starting salary.

- 7. In the event that the Board does not receive a request to return to duty after twenty-four (24) months from the commencement of Parenthood Leave, the Board shall consider the employee as having voluntarily resigned from the Board.

P. Religious Holidays

Employees shall be granted up to five (5) days per year without pay for the purpose of honouring holidays prescribed by their faith, for bona fide religions to be authorized by the appropriate representative of the Human Resources Division. Application will be made to the Human Resources Division, outlining the holiday and the religion, at least ten (10) working days in advance of the holidays. Leave shall be without pay or may be compensating time off or from banked gratuity days at the option of the employee.

Q. Medical/Dental Appointments

An employee shall be granted up to twelve (12) hours leave with pay per calendar year for the purpose of attending to medical, dental or similar appointments. Use of such time will be deducted in increments of fifteen (15) minutes. 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 increments of fifteen (15) minutes.

R. 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 R.5., Internal Job Interview).

9. ABSENCE FROM DUTY(Continued)

1. Parental Leave

Employees shall be granted up to twenty-four (24) months of parental leave without pay for the purpose of caring for a child. The leave shall be taken in increments of one (1) month. Employees shall be granted up to twenty-four (24) months of parental leave without pay for the purpose of caring for a child. The leave shall be taken in increments of one (1) month. Employees shall be granted up to twenty-four (24) months of parental leave without pay for the purpose of caring for a child. The leave shall be taken in increments of one (1) month.

10. Maternity Leave

1. Maternity Leave

Employees shall be granted up to twelve (12) weeks of maternity leave without pay for the purpose of caring for a child. The leave shall be taken in increments of one (1) week. Employees shall be granted up to twelve (12) weeks of maternity leave without pay for the purpose of caring for a child. The leave shall be taken in increments of one (1) week.

- 1. Employees shall be granted up to twelve (12) weeks of maternity leave without pay for the purpose of caring for a child. The leave shall be taken in increments of one (1) week.

(1) Employees shall be granted up to twelve (12) weeks of maternity leave without pay for the purpose of caring for a child. The leave shall be taken in increments of one (1) week.

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.

10. Temporary Employees

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.

1. 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. 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.

11. General Provisions

10. Temporary Employees

1. Temporary Employees

(a) 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.

(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.

11. GENERAL PROVISIONS (Continued)

10. Temporary Employees (Continued)

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.

11. GENERAL PROVISIONS (Continued)

B. Re-employment into a Permanent Position

After a period of fifteen (15) months in a secondment an employee shall lose his/her seniority and any right to return to a position in the Bargaining Unit except as a newly hired employee.

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 his/her 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 his/her 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.

D. Lay-Off, Bumping and Severance

Where a workforce reduction 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. When in the opinion of the Board, conditions warrant the reduction 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 to be laid off and such employees shall be laid off in accordance with the lay-off, bumping and severance provisions below.

11. GENERAL PROVISIONS (Continued)

D. Lay-Off, Bumping and Severance (Cont'd)

2. Whenever a reduction 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 lay-off 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, job classifications, locations, and seniority date, and the anticipated date that the lay-off will commence.
3. 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 week's notice for each year of service with the Board.
4. 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. The Board will lay off employees in reverse seniority order for each band and 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.
5.
 - (a) Bumping: A laid-off employee 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, if the laid-off 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 bumps into a position at a lower pay grade because of these layoffs, bumping and severance provisions 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.
 - (c) The Board reserves the right to transfer during the period of salary protection, a laid-off employee 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 bumps into another position in accordance with the provisions of Clause 11.D.5. shall do so initially for a trial period of eighteen (18) working weeks . The eighteen (18) working week trial period may be varied in specific instances by mutual agreement of the Union and the Board.

11. GENERAL PROVISIONS (Continued)

D. 5. Lay-Off, Bumping and Severance (Cont'd)

(e) During the trial period, the employee's performance will be appraised by the employee's Supervisor and, 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 bumped from is vacated during the trial period in accordance with Clause 11.D.5.(d), the originally bumped employee will be offered the position without posting. The employee will have up to five (5) calendar days to accept the transfer.

6. (a) 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.

(b) 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.

(c) [REDACTED]

7. 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.

8. 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.

9. 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).

11. GENERAL PROVISIONS (Continued)

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 the Human Resources Division. Any hours worked on such a day equivalent to the employee's regular hours of work shall not be considered overtime.

(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.)

Term employees with ten per cent (10%) or greater vacation entitlement may receive x % (defined as their % vacation entitlement minus eight per cent [8%]) of projected yearly earnings, payable in April. Subject to recovery as part of June reconciliation if overpaid.

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 in such conspicuous places as may be designated by the Board 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.

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, including all clerical, secretarial and administrative support, 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 he/she is working in unsafe conditions should bring this matter up with his/her supervisor expressing his/her concerns and his/her opinion as to the reason(s) for the unsafe condition. If concerns remain, he/she may write to the Safety and Health Manager regarding the concerns.

The Safety and Health Manager will promptly investigate the matter and report on his/her 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 the Human Resources Division.

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 his/her 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 (Continued)

H. Salary Premium (Cont'd)

1. Occupational First Aid Level I (Cont'd)

First Aid training shall be done on the Board's time, normally during January and February, and in addition the Board shall provide up to one-half (½) 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 . The only exceptions are Office Administrative Assistants - Elementary School who opted in 1974 not to perform first aid duties.

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

11. GENERAL PROVISIONS (Continued)

H. Salary Premium (Cont'd)

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, gastrotomy care, clean catheterization and seizure management as defined by the Ministry protocols.

Employees who are assigned duties designated as "Level III" health care support and are performing the duties on a fixed or as required schedule each day shall be paid a bi-weekly premium of eighty five dollars (\$85.00) for the period the duties are performed. The applicable procedures are ventilator care, tracheostomy care, suctioning and sterile catheterization.

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.

(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.
- (v) [REDACTED]
- (d) It is understood that any employee may be required to administer medications or supervise the self-administration of medications in an emergency situation.

11. GENERAL PROVISIONS (Continued)

H. Salary Premium (Cont'd)

4. Administration of Medication (Cont'd)

- (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.

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 he/she does not voluntarily leave the position
- or
- (b) until he/she refuses transfer to another worksite where his/her 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.

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.
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 cheque on time, said employee may contact the Payroll Department by telephone to inform the Board that a cheque has not been received, at which time an advance cheque shall be drafted that day for collection by the employee, 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 the cheque shall be prepared the

following working day.

11. GENERAL PROVISIONS (Continued)

K. Payment of Wages (Cont'd)

3. The Board will provide to each employee semi-annually a simple statement of earned benefit entitlements. At such time as the Board/Payroll computer system is able to do so, cheque statements will include current earned benefit entitlements.
4. 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 the Human Resources Division, 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 him /her 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 he/she requires clarification of any of the details.
 - (d) The memo referred to in Clause 11.K.4.(b) will stipulate two (2) alternate means of repayment:
 - (i) One (1) payment for the total net amount payable to the Vancouver School Board 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 Manager and the Human Resources Division. No recovery will commence until Step III of the grievance procedure is complete.
 - (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.

11. GENERAL PROVISIONS (Continued)

L. Banking of Pay

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

M. Early Cheque Pick-up

On seven (7) working days' notice the Board shall provide an early cheque to be picked up at the Administration Building for employees going on vacation.

N. 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 the Human Resources Division, 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) months and not more than twenty-four (24) 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) 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.

O. Persons **with Disabilities**

The parties shall undertake a continual review of positions, within Vancouver School Board 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 handicaps.

P. 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 and Administration Division if, as and when required by the Principal to use the

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

(e) Representation

The complainant and/or alleged offender will have the right to be represented by the Union at all meetings in this matter.

(f) Employees may file a complaint under the grievance procedure and they may approach the Human Rights Commission to file a complaint.

11. GENERAL PROVISIONS (Continued)

R. Employee Rights (Cont'd)

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 the Human Resources Division. 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. Excessive Workload

Any claim of excessive workload may be directed to the Human Resources Division to be dealt with. If not resolved to the satisfaction of either the Board or the Union, the claim of excessive workload while, not arbitrable, may be referred to the Associate Superintendent - Human Resources and the Union Staff Representative for discussion.

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 his/her 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.

- (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.

11. GENERAL PROVISIONS (Continued)

S. Substitute Requests

The Board agrees to maintain a telephone-activated service 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).

T. 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.

U. 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 School Board 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 on computer disk 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 of the Union in writing and such requests shall not number more than six (6) separate occasions in any one (1) calendar year.

11. GENERAL PROVISIONS (Continued)

V. Vehicle Vandalism Compensation

1. Claim

On the production of the Vehicle Vandalism Compensation Declaration of Claimant signed by the Principal or Department Head 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 School Board shall refund to said employee one hundred per cent (100%) of the claim up to the deductible amount stipulated in the employees's 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.

3. Claim Form

(a) The employee shall submit his/her claim on the appropriate V.S.B. claim form. Forms shall be available from each worksite office.

(b) The employee shall submit his/her claim on the appropriate V.S.B. claim form. Forms shall be available from each worksite office.

W. 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 plan and organize workshops for the benefit of CUPE Local 15 (VMECW) affiliated employees. Such workshops would be designed, planned and administered by the Joint Career Development Committee.

Meetings of the Committee shall be held regularly 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 the Human Resources Division 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 - p. 96.)

11. GENERAL PROVISIONS (Continued)

W. 1. Joint Career Development Committee (Cont'd)

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

- (c) 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. (See also Letter of Understanding #2 (Training/Career Development)-p.74)

2. Vancouver School Board Courses - C.I.E.

Continuing Education consists of a variety of skill training and personal development courses offered by C.I.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 School Board courses, provided that:

will be offered appropriate immunization.

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, his/her 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 his/her duties or he/she has 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 his/her 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 his/her school day as required by the Board his/her 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 he/she commences 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.

REMAINING CLASSES AND PAY GRADES

<u>CLASSIFICATION</u>	<u>PAY GRADE</u>
Accounting Supervisor (Accounting Clerk V)	24
Alternative Program Worker	15
Career Information Assistant	17
Clerk II	13
Computer Programmer	24
Computer Trainee	17
Dispatcher	19
District Student Events Coordinator	21
First Nations School Support Worker	21
Graphic Artist	19
Home & School Worker	21
Neighbourhood Assistant	17
Network Support Specialist	24
Orientation and Mobility/Lifeskills Coordinator	25
Probation Assistant	21
Production Clerk	15
Professional Development Coordinator	19
Program Analyst	27
Program Facilitator	19
Special Education Assistant	15
Systems Analyst	29
Work Experience Facilitator	22
Youth and Family Worker I	21
Youth and Family Worker II	23

This list is subject to change at any time as provided for in Clause 5 (Job Evaluation) of the Agreement.

SPECIAL RATE:

Student Worker: **\$9.54** hourly effective **2006** July 01
 \$9.73 hourly effective **2007** July 01
 \$9.92 hourly effective **2008** July 01
 \$10.12 hourly effective **2009** July 01

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 Human Resources.

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

The annual rate for twelve (12) month employees is equivalent to the bi-weekly rate times 26.089 pay periods.

Monthly rate conversion: bi-weekly rates times 26.089 divided by 12.

Rate schedules of rates adjusted as a result of Pay Equity will be provided when district-wide adjustments are made.

Banded Hourly Rates effective 2006, 2007, 2008, 2009 July 1, see pages 69 and 79.

PROBATIONARY PERIOD

Those classifications listed hereunder shall serve a probationary period of up to ten (10) months during which the employee must demonstrate the ability to perform the work satisfactorily.* The probation period will be less than ten (10) months where the employee successfully performs the full range of duties in a shorter time. All other classes of work shall have a probationary period of up to eighteen (18) working weeks.

* Such employees shall receive all applicable benefits after eighteen (18) working weeks of service.

CLASSIFICATION

Accounting Clerk III

Accounting Clerk IV

Accounting Clerk V

Buyer I

Computer Programmer

District Student Events Assistant

Engineering Technician

Librarian

Multimedia Technician

Network Facilitator

Network Support Specialist

Payroll Clerk

Programmer Analyst

Senior Buyer

Senior Technician

Special Education Technician

Systems Analyst

Technician IV

User Support Assistant II

Work Experience Facilitator

IN WITNESS WHEREOF the Board has caused these presents to be sealed with the seal of the Board of School Trustees 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 SCHOOL TRUSTEES OF SCHOOL
DISTRICT NO. 39 (VANCOUVER)

Paul Faoro
President

Ken Denike
Chairperson

Donalda Greenwell-Baker
Secretary-Treasurer

Brenda Ng
Secretary-Treasurer

Rhonda Spence
CUPE National Representative

Date

BARGAINING TEAMS

CUPE Local 15 (VMECW)

*GAIL HORTON
TOM KAVADIAS
OLLIE DENNISON
TRACEY MATHIESON
JESSE DENOS
CRAIG HOPKINS*

Vancouver School Board

*NANCY STAIR
JOANN HORSLEY-HOLWILL
GEORGINA KOSICH
JUDITH SMITH
BEVERLEY GILL/GILLIAN UNGLESS
LYNDA BLUNDELL*

Letter of Understanding #1

2001 June 11; **renewed June 1, 2006**

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, 864 employees. The pay level, status (FTE) and benefits of these 864 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 in the band 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

Joann Horsely-Holwill

Manager - Labour Relations

Human Resources Officer

Signed at Vancouver, B.C. on this 11th day of June, 2001

“JACQUIE GRIFFITHS”

“CHRIS MERRICK”

“JOANN HORSLEY-HOLWILL”

“JEAN DANDREA”

□□□□ □□□□

□□□□ □□□□

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 School Board.

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.

Employees who were laid-off and on the recall list as of 1998 December 31, and are currently receiving funding through the approval of the Workforce Reduction Committee will continue to do so until such time as their approved program of study is completed.

Signed at Vancouver, B.C. on this 27th day of April 2001 and amended April 13, 2004.

"JACQUIE GRIFFITHS"

"CHRIS MERRICK"

"JOANN HORSLEY-HOLWILL"

"JEAN DANDREA"

For the Board

For the Union

Letter of Understanding #4; renewed June 1, 2006

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.

On August 8, 2004, the following representatives of the Vancouver School Board and CUPE Local 15 (VMECW) met to discuss the proposed school calendar changes.

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*

Appendix A
JOB BANDS AND CURRENT CLASSIFICATIONS

OFFICE SUPPORT A

Clerk I	Media and Library Services Clerk
Community School Night Attendant	Shipper/Receiver II
Information Clerk	Shipper/Receiver I
Library Clerk II	Switchboard Operator
Mail Distribution Worker	

OFFICE SUPPORT B

Accounting Clerk I	Computer Operator
Accounting Clerk Typist	Multicultural Community Liaison _
Alternative Prog. Secretary	Production Clerk
Assistant Payroll Clerk	Payroll Records Clerk
Clerk Stenographer II	(Clerk-Keypunch Operator I)
Clerk Steno III-Workshop	Purchasing Clerk
Clerk II	Substitute Clerk I
Clerk Typist II	
Community School Secretary	

OFFICE SUPPORT C

Accounting Clerk II	Program Facilitator
Accounting Clerk II - Secondary	Rentals Clerk
Clerk III	Secretary - Elementary
Clerk - Admin Computer	Substitute Clerk III
Clerk Stenographer III	Teacher Centre Clerk
Clerk Stenographer III - Secondary	Word Processor II
Leave Clerk	Work Experience Clerk

OFFICE SUPPORT D

Accounting Clerk 3 - Admin.	Payroll Clerk
Accounting Clerk III - SET BC	Secretary I
Budget Clerk	Secretary II

SCHOOL & STUDENT SUPPORT A

Alternative Program Worker	Staff Assistant - Secondary
Neighbourhood Assistant	Staff Assistant - Elementary
Special Education Assistant ★	

SCHOOL & STUDENT SUPPORT B

Community Youth Worker	Interpreter - Sign Language _
First Nations School Support Worker ◆	Probation Assistant
Home and School Worker _ ◆	Work Experience/Employment Facilitator

Youth and Family Worker I
Youth and Family Worker II

INFORMATION TECHNOLOGY SUPPORT A

Special Education Technician
Technician I
Technician II

User Support Assistant 1
User Support Assistant 2

INFORMATION TECHNOLOGY SUPPORT B

Computer Programmer - Mini Computer
Computer Programmer - Main
Network Facilitator

Network Support Specialist
Programmer Analyst
User Support Assistant.-Distance Ed.

INFORMATION TECHNOLOGY SUPPORT C

Production Technician
Senior Technician

System Analyst

TECHNICAL & RESOURCE SUPPORT A

Bindery Clerk
Library Clerk III
Receiver Checker

Storesperson

TECHNICAL & RESOURCE SUPPORT B

Career Information Assistant
Dispatcher
Drafter
Graphic Artist

Inventory Control Clerk
Library Technician
Press Operator I

TECHNICAL & RESOURCE SUPPORT C

Braille Transcriber _
Buyer I
District Student Events Assistant
Engineering Technician
Library Clerk V

Multilingual Staff Associate _
Receiving Checker - Distribution
Senior Press Operator
Stores Coordinator
Tool Room Attendant

TECHNICAL & RESOURCE SUPPORT D

Accounting Clerk V
Librarian
Library Systems Coordinator
Orientation & Mobility/Lifeskills Coordinator
_ Language Premium included in wage rate.

Senior Buyer
Senior Stores Coordinator

★ Medication Premium included in wage rate.

◆ Irregular hours of work as per Clause 6.E.3. of the collective agreement.

**APPENDIX B
BANDED HOURLY RATES**

BAND NAME	<u>JULY 2006</u> BANDED RATE (INCLUDING PAY EQUITY)	<u>JULY 2007</u> BANDED RATE (INCLUDING PAY EQUITY)	<u>JULY 2008</u> BANDED RATE (INCLUDING PAY EQUITY)	<u>JULY 2009</u> BANDED RATE (INCLUDING PAY EQUITY)
Office Support A	\$17.94	\$18.30	\$18.67	\$19.04
Office Support B	\$20.63	\$21.04	\$21.46	\$21.89
Office Support C	\$23.64	\$24.11	\$24.59	\$25.08
Office Support D	\$25.25	\$25.76	\$26.28	\$26.81
School Support A	\$22.70	\$23.15	\$23.61	\$24.08
School Support B	\$26.50	\$27.03	\$27.57	\$28.12
Information Technology Support A	\$24.09	\$24.57	\$25.06	\$25.56
Information Technology Support B	\$26.55	\$27.08	\$27.62	\$28.17
Information Technology Support C	\$29.08	\$29.66	\$30.25	\$30.86
Technical & Resource Support A	\$20.25	\$20.66	\$21.07	\$21.49
Technical & Resource Support B	\$22.27	\$22.72	\$23.17	\$23.63
Technical & Resource Support C	\$25.24	\$25.74	\$26.25	\$26.78

Technical & Resource Support D	\$28.56	\$29.13	\$29.71	\$30.30
--------------------------------	---------	---------	---------	---------

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 School Trustees.

"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 his/her 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 94.

"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,

Human Resources 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, Human Resources, 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, Human Resources. The Associate Superintendent, Human Resources 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 his/her approval or disapproval of his/her application, and if the latter, an explanation thereof.

Date of Participation

- 2.3 If the Associate Superintendent, Human Resources gives his/her 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, Human Resources, then on a date which is agreed to by the Associate Superintendent, Human Resources 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 his/her 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, Human Resources 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.

MEMORANDUM OF AGREEMENT

SELF-FUNDED LEAVE OF ABSENCE PLAN

NAME: _____ SCHOOL DISTRICT #: 39

ADDRESS: _____ SOCIAL INSURANCE #:

_____ VANCITY A/C#, if any:

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 _____, 19/20_____.

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 _____, 19/20_____ to _____, 19/20_____ (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:

Deposit into my VanCity A/C #

Mailed to address as above

Dated _____

Employee's

Signature

AGREED TO BY THE BOARD

Date _____

APPENDIX D

MEMORANDUM OF AGREEMENT

BETWEEN:

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT #39 (VANCOUVER)

THE "EMPLOYER"

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 (CUPE)

THE "UNION"

1. The parties to this agreement agree to recommend to their respective principals the ratification of a new collective agreement incorporating the changes set out in the following attachments:

Attachment #1 - Letter of Understanding between Signatory School Board and Signatory Support Staff unions signed May 22, 2006.

Attachment #2 - Memorandum of Agreement dated June 01, 2006, which sets out all other agreed upon revisions to the collective agreement. (NOTE: Not included as changes made in collective agreement.)

AGREED TO THIS 1ST DAY OF JUNE 2006

On behalf of the Board:

On behalf of the Union:

Nancy Stair

Nancy Stair

Rhonda Spence

Rhonda Spence

J. Horsley-Holwill

Joann Horsley-Holwill

Gail M Horton

Gail Horton

Letter of Understanding (LOU)

Between

BC Public School Employers' Association

And

School Boards who are Signatories to this LOU

And

Support Staff Unions who are Signatories to this LOU

The parties to this Letter of Understanding are the BC Public School Employers' Association (BCPSEA), school boards who are signatories to this LOU, and the support staff unions who are Signatories to this LOU.

The terms set out below represent a full and final settlement of all outstanding cost issues between the parties who are signatories to this LOU. All outstanding cost demands not specifically addressed below are deemed to be withdrawn.

Subsequent to the execution of this document, the local parties will prepare and execute a Memorandum of Agreement incorporating the terms set out herein, together with any other non-cost issues agreed to between the parties.

It is understood and agreed that the obligations of school districts set out in this Letter of Understanding shall be of no force and effect unless a collective agreement has been reached by the affected local parties prior to June 30, 2006, and subsequently ratified.

Term

July 1, 2006 to June 30, 2010

General Wage Increase

<u>July 1, 2006</u>	<u>2%</u>
<u>July 1, 2007</u>	<u>2%</u>
<u>July 1, 2008</u>	<u>2%</u>
<u>July 1, 2009</u>	<u>2%</u>

Incentive Payment

Should the parties conclude an agreement by June 30, 2006 and the settlement is subsequently ratified, each bargaining unit member who is an employee of the School District at the earlier of the date of ratification or June 30, 2006 shall be eligible to receive a one time lump sum incentive payment.

The following principles for distribution shall guide the parties in the distribution of this one-time funding:

: The incentive payment shall be up to \$ 3,700 for each full-time equivalent employee and shall be pro-rated for part-time employees.

: For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of

July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.

: The one-time payment is subject to normal statutory deductions.

: Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

: maternity or parental

: short-term disability

: long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date

: leaves granted to employees in receipt of workers' compensation benefits

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

Subject to the allocated funding above, the local and the district may also choose to allocate the funds in a manner consistent with the district's staffing structure.

Public Education Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee

1. The parties agree to establish a Support Staff Skills Enhancement, Apprenticeship and Workforce Adjustment Committee which shall consist of four (4) representatives of support staff unions who are signatories to this LOU, and four (4) representatives of BCPSEA.
2. By no later than September 30, 2006, the Committee shall develop specific criteria to be used in allocating the funds provided to it under this Letter of Understanding, including the processes and deadlines under which Districts and local unions may jointly seek to access funds held by the Committee. These processes will include a requirement that Districts and local unions seeking to access the funds provide the Committee with:
 - a. an employee demographic analysis; and
 - b. a human resource plan which provides for the development and maintenance of a qualified and sustainable support staff workforce.

In the event the Committee cannot agree on any of the matters within its jurisdiction, these matters will be referred to Mark Brown for mediation and, if, necessary final adjudication.

Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions

representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.

4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprenticeship Opportunities Funding

6. The Committee will be provided with a one-time payment equal to a maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to facilitate and support apprenticeship opportunities in British Columbia school districts.
7. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
8. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprentice Sponsor Funding

9. The Committee shall be provided with funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below), to provide a wage increase to all employees with Trades Qualifications:

<u>July 1, 2007</u>	<u>\$828,000</u>
<u>July 1, 2008</u>	<u>\$828,000</u>
<u>July 1, 2009</u>	<u>\$828,000</u>

10. It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.
11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.
12. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.

13. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner as prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Workforce Adjustment Committee Funding

14. The Committee will be provided with a one-time payment equal to a maximum of \$4,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$2 million). These monies will be used to facilitate and support workforce adjustment issues arising from non-routine and fundamental restructuring within a given school district, including shared services and regionalization. Any unused portion of the money from this fund will be reallocated (in the discretion of the Committee) to either the Skills Enhancement and Retraining Fund and/or the Apprentice Opportunities Fund.
15. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.
16. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Labour Market Adjustment Fund

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:
- i. Demonstrating evidence of recruitment or retention difficulties;
 - ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - iii. Identifying which occupations and the number of employees that will be affected by the adjustment;
 - iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
 - v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

Adjustments proposed under this paragraph must be funded through demonstrable cost neutral trade-offs.

18. For each year from 2007 to 2009, the Committee shall provide to the Ministry of Education a report in the form and manner as prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided. (For example, if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$2 million. If 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$2 million.)
- | | |
|------|-------------|
| 2007 | \$1,656,000 |
| 2008 | \$828,000 |
| 2009 | \$828,000 |

_____ (_____), _____ annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the _____ government funded LTD plan and the Joint Early Intervention Service they shall place their _____ dental, extended health, group life insurance and, where applicable, _____ and, where applicable, _____.

31. _____
- a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
 - b. _____
32. The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

Fiscal Dividend

33. Each Memorandum of Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus.

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

Fiscal Dividend:

- 1.1 If fiscal dividend funds are determined to be available, upon receipt of funding from the government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is _____ in excess of \$150 million.

BENEFIT TRUST/LONG TERM DISABILITY

00000000 00 000000 00000000 #2 000000 0 00000000000000 0000000000 0000000000 0000 0000 00 00 00 00 00000000 .
000000 00 00 00 000000 15 0000 00 000000 00 00000000 00 0000 00 0000000000 00
0000000000 00000000 00000000 00 00 000000000000000000 00000000 00 00 000000 .

0000 #000 : 0000 000000000000 0000 000000 15, 0000 000000 000000 00 0000 000000 0000 0000 #000 000000(0) 0000000000 0000 0000 0000
#2 000000(0) 0000 00 0000 00000000 00000000 000000 00 00 00000000000000 00 0000 000000 .

0000 000000000000 00 000000 000000 0000 00000000000000000000 000000 0000 0000 0000000000 0000 0000 #000 00000000 00 000000
00000000 00000000 00 0000 00000000 000000000000 00000000 00000000 .

□□□□□ □□□□□ □□ □□ □□□□□ □□□ □□ □
□□□ □□□□□ □□□ □□ □□□□□ □□□ □□□ □□□□
□□□ □□□ □□□□ - □□□□□ □□□□□□□ □□□ □□□ □□ □□□□□□□ □□□□□□□

<u> </u>	<u> </u>	<u> </u>
	9. 33 - 46	
		9. . 34
	6. .	22
		11. .4. 56 - 57
	9. .	39 - 40
	- . . .	8. .4. 28
	- . . .	9. .2. 38 - 40
	8. .2.	27
		11. .9. 62
		9. . 45
	4. .	9
	- . . .	10. . 46 - 47
	5. .	10 - 12
	- . . .	79
	- . . . & . . .	77 - 78
	11. .	59
		11. .2. 63
		11. .1. 63
	3. .	7
	8.	23 - 33
	- . . .	2. . 6
	- . . .	9. . 46
	- . . .	2. .5. 4
	- . . .	2. .4. 4
		95
	9. .	35 - 36
		11. . 49 - 51
		11. .9. 51
		11. .1. 64 - 65
	- . . .	11. .2. 65 - 66
	- . . .	#2 96
	9. .1.	42

புத்தகம்-புத்தகம் - புத்தகம்	3.0.	6 - 7	
புத்தகம் - புத்தகம் புத்தகம்	11.0 .	59	
புத்தகம் புத்தகம் புத்தகம் - புத்தகம் புத்தகம்		6.0.2.	13
புத்தகம் புத்தகம் புத்தகம் புத்தகம் புத்தகம்			68
புத்தகம், புத்தகம்	6.0.	21	
புத்தகம் புத்தகம் புத்தகம்	2.0.	6	
புத்தகம் புத்தகம் புத்தகம் புத்தகம்	3.0.	6	
புத்தகம் புத்தகம் புத்தகம்	3.0.	6	
புத்தகம் - புத்தகம்	11.0 .2.	65 - 66	
புத்தகம் புத்தகம் புத்தகம் புத்தகம்	9.0.	42	
புத்தகம் புத்தகம்	6.0.	12	
புத்தகம்			
	- புத்தகம் புத்தகம் புத்தகம் புத்தகம் புத்தகம்	8.0.	32
	- புத்தகம் புத்தகம் புத்தகம்	9.0.1.	35
புத்தகம் புத்தகம் புத்தகம்	9.0 .3.	43	
	- புத்தகம் புத்தகம் புத்தகம் புத்தகம் புத்தகம்	புத்தகம் புத்தகம் புத்தகம் #1	80 - 83 84
புத்தகம் புத்தகம்	8.0.	28	
	- புத்தகம் புத்தகம் புத்தகம் புத்தகம்		97
	- புத்தகம் புத்தகம் புத்தகம் புத்தகம் புத்தகம்	புத்தகம் #3	97
புத்தகம் புத்தகம்	2. 2 - 6		
	- புத்தகம் புத்தகம் புத்தகம்	2.0.1.	2
	- புத்தகம் புத்தகம்	2.0.2.	2
	- புத்தகம் புத்தகம் புத்தகம்	2.0.	2 - 3
	- புத்தகம் புத்தகம் புத்தகம் புத்தகம்	2.0.	3 - 4
	- புத்தகம் புத்தகம்	1.0.	2
புத்தகம் புத்தகம் புத்தகம் புத்தகம்		9.0 .	45
புத்தகம் புத்தகம்	8.0.5.	29 -30	
புத்தகம் புத்தகம் புத்தகம் புத்தகம்		9.0 .	35
புத்தகம், புத்தகம் புத்தகம் புத்தகம் புத்தகம்		11.0.	66
புத்தகம், புத்தகம் புத்தகம்	11.0	59	
புத்தகம்	11.0.8.	62	
புத்தகம் புத்தகம் புத்தகம் புத்தகம்		4.0.2.	8
புத்தகம் புத்தகம் புத்தகம் - புத்தகம்		9.0 .	45
புத்தகம் புத்தகம்-புத்தகம்	3.0 .	6 - 7	

የግንባታ ስራዎች ለግንባታ-ግንባታ	11.፬.	59	
የግንባታ ስራዎች ለግንባታግንባታግንባታ	11.፬.	66	
የግንባታግንባታ ስራዎች ስራዎች	9.፬.1.	42	
የግንባታግንባታ ስራዎች ስራዎች	9.፬.2.	42	
የግንባታግንባታግንባታግንባታ ስራዎች ስራዎች	9.፬.	44	
	11.፬ .1.(፬)	64	
የግንባታግንባታ ስራዎች	1.፬.	1	
የግንባታግንባታ ስራዎች ስራዎች	2. 2 - 6		
የግንባታግንባታ ስራዎች ስራዎች		8.፬.	33
የግንባታግንባታ ስራዎች	8. 23 - 33		
የግንባታግንባታ ስራዎች	2 ፬., ፬., ፬.	2 - 5	
የግንባታግንባታ ስራዎች	11.፬.	60 - 62	
- ስራዎች ስራዎች ስራዎች	11.፬ .1.	70	
- ስራዎች & ስራዎች ስራዎች ስራዎች	11.፬ .2.	60	
- ስራዎች ስራዎች ስራዎች	11.፬ .3.	60	
- ስራዎች ስራዎች ስራዎች	11.፬ .4.	61	
- ስራዎች ስራዎች ስራዎች ስራዎች	11.፬ .5.	60	
- ስራዎች ስራዎች ስራዎች ስራዎች	11.፬ .6.	61	
- ስራዎች ስራዎች ስራዎች ስራዎች	11.፬ .7.	62	
- ስራዎች ስራዎች ስራዎች	11.፬ .8.	62	
- ስራዎች ስራዎች ስራዎች ስራዎች	11.፬ .9.	62	
የግንባታ ስራዎች ስራዎች	12.	67	
- ስራዎች ስራዎች ስራዎች ስራዎች	12.፬.	67	
የግንባታ ስራዎች	9.፬.2.	42	
የግንባታግንባታ ስራዎች	11.፬.6.	62	
የግንባታግንባታ ስራዎች ስራዎች	6.፬.	15 - 16	
የግንባታግንባታ ስራዎች	8.፬.2.	29	
- ስራዎች ስራዎች ስራዎች ስራዎች	8.፬.2.	29	
የግንባታ ስራዎች ስራዎች	9.፬.1.(፬)	33	
የግንባታ ስራዎች	6.፬.3.	17 - 18	
የግንባታ ስራዎች ስራዎች ስራዎች ስራዎች	6.፬.	20	
የግንባታ ስራዎች - ስራዎች ስራዎች ስራዎች	11.፬.1.	54 - 55	
የግንባታ ስራዎች - ስራዎች ስራዎች ስራዎች	11.፬.2.	55	
የግንባታ ስራዎች ስራዎች ስራዎች ስራዎች	6.፬.3.	16	
የግንባታ ስራዎች ስራዎች ስራዎች	6.፬.3.	21	

የጥንቃቄና የጥንቃቄ ጥንቃቄ - የጥንቃቄ ጥንቃቄ ጥንቃቄ

የጥንቃቄ ጥንቃቄ	- የጥንቃቄ ጥንቃቄ	8.፲.	30
	- የጥንቃቄ ጥንቃቄ	8.፲.	29 - 30
የጥንቃቄ ጥንቃቄ	- የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ	11.፲.5.	62
	- የጥንቃቄ ጥንቃቄ	9.፲.	45
የጥንቃቄ ጥንቃቄ	6.፲.3.	16	
የጥንቃቄ ጥንቃቄ	5.፲.	10 - 12	
	- የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ		79
የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ		የጥንቃቄ ጥንቃቄ ጥንቃቄ	77 - 78
የጥንቃቄ ጥንቃቄ ጥንቃቄ	11.፲.1.	60	
	- የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ	3.፲.2.	7
የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ 5	10 - 12		
የጥንቃቄ ጥንቃቄ	11.፲.4.	53	
የጥንቃቄ ጥንቃቄ	6.፲.	21 - 22	
የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ		11.፲.1.	64 - 65
የጥንቃቄ ጥንቃቄ-ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ		11.፲.3.	63
የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ 9.፲.		42	
የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ	11.፲.5.	57	
የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ		11.፲.	49 - 51
የጥንቃቄ ጥንቃቄ ጥንቃቄ	9.33 - 46		
	- የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ	9.፲.3.	43
		የጥንቃቄ ጥንቃቄ ጥንቃቄ	80 - 83
		የጥንቃቄ #1	84
	- የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ	9.፲.	46
የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ		2.፲.	6
የጥንቃቄ ጥንቃቄ - የጥንቃቄ ጥንቃቄ ጥንቃቄ		11.፲.2.	60
የጥንቃቄ ጥንቃቄ ጥንቃቄ	8.፲.	30	
የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ		91	
የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ		6.፲.3.	14
የጥንቃቄ ጥንቃቄ ጥንቃቄ	9.፲.	36 - 39	
	- የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ	11.፲.	66
	- የጥንቃቄ ጥንቃቄ ጥንቃቄ	8.፲.4.	28
	- የጥንቃቄ ጥንቃቄ ጥንቃቄ	9.፲.20.	38 - 39
የጥንቃቄ ጥንቃቄ ጥንቃቄ	6.፲.5.	14	
የጥንቃቄ ጥንቃቄ ጥንቃቄ ጥንቃቄ	9.፲.2.	33 - 34	

2.0.2.	5
29 - 30	
9.0.	45
29	
11.0.4.	56 - 57
9.0.	45
63	
00000000 0	85 - 94
59 - 60	
67	
15 - 16	
9.0.1.	40
7	
53	
54 - 55	
5	
11.0.9.	51
11.0.4.	58
6.0.	16 - 18
- 000000000000	6.0.2. 17
- 0000 0000 0000	6.0.2.(0) 15
- 000000	6.0.1. 16
- 0000 0000	6.0.3. 17 - 18
6.0.2.	19
3.0.2.	7
9.0.	40
9.0.	44 - 45
11.0.	60
000 - 000 0 0000	
11.0.	57 - 58

- ၂၀၀၀ ခု ခု ခု	11.၂.2.	52
- ၂၀၀၀ ခု	11.၂.	59
- ၂၀၀၀ ခု ခု ခု ခု ခု ခု ခု	6.၂.2.	22
- ၂၀၀၀ ခု ခု ခု ခု ခု ခု ခု ခု ခု	6.၂.1.	22
၂၀၀၀ ခု ခု ခု ခု	91	
၂၀၀၀ ခု ခု ခု ခု 6.၂.5.	19 - 20	
၂၀၀၀ ခု, ၂၀၀၀ ခု 8.၂.	28	
၂၀၀၀ ခု ခု ခု ခု 2.၂.1.	2	
- ၂၀၀၀ ခု	2.၂.1.	2
- ၂၀၀၀ ခု ခု ခု ခု ခု ခု ခု	6.၂.2.	20
- ၂၀၀၀ ခု ခု ခု ခု	6.၂.3.	20
၂၀၀၀ ခု ခု ခု, ၂၀၀၀ ခု 11.၂.6.	62	
၂၀၀၀ ခု 9.၂.	42 - 43	
၂၀၀၀ ခု 11.၂.	59- ၂၂ ခု ခု ခု & ၂၂ ခု ခု	
11.၂.1.	59	
- ၂၀၀၀ ခု ခု ခု ခု ခု ခု ခု	11.၂.2.	59
- ၂၀၀၀ ခု ခု ခု ခု ခု ခု ခု ခု	11.၂.3.	59
၂၀၀၀ ခု ခု ခု 11.၂.3.	64	
၂၀၀၀ ခု ခု 11.၂.	59	
၂၀၀၀ ခု 3.၂.	7	
၂၀၀၀ ခု 4.၂.1.	8	
၂၀၀၀ ခု - ၂၀၀၀ ခု	6.၂.1.	20
၂၀၀၀ ခု ခု ခု ခု 11.၂.	11.၂.	66
၂၀၀၀ ခု		
- ၂၀၀၀ ခု ခု ခု	11.၂.1.	54 - 55
- ၂၀၀၀ ခု ခု ခု	11.၂.2.	55
- ၂၀၀၀ ခု	11.၂.3.	56
- ၂၀၀၀ ခု ခု ခု	11.၂.4.	56 - 57
- ၂၀၀၀ ခု	11.၂.5.	57
၂၀၀၀ ခု ခု 11.၂.	11.၂.	57
၂၀၀၀ ခု ခု 11.၂.	11.၂.	66
၂၀၀၀ ခု ခု 2.၂.	3 - 4	
- ၂၀၀၀ ခု	2.၂.1.	3 & 70
- ၂၀၀၀ ခု	6.၂.4.	19
၂၀၀၀ ခု		
- ၂၀၀၀ ခု	6.၂.	19 - 20
- ၂၀၀၀ ခု	11.၂.6.	53
- ၂၀၀၀ ခု ခု ခု ခု ခု ခု	6.၂.3.	22
၂၀၀၀ ခု 6.၂.	21	

□ □□□□□□□ □□□□□□□□ 2.□.	6	
□ □□□□□□□ 9.□.	35	
□ □□□□□□□ - □ □□□□□□□ □□□□ □ □ □□□□□□	11.□.4.	58
□ □□□□□□□ □ □□□□□□□ 11.□.3.	49	
□ □-□□ □□□□ □□□ 11.□.	49	
□ □□□ □□□□□ □□□ □ □□□□□□ □□□□□□□ □□□	□□□□ #2	96
□ □□□□□□□ □ □□□□□□□ 9.□.	45	
□ □□□□□□□□□□ 11.□.	49	
□ □□□□□ □□□□	2.□.	
- □ □□	5	
- □ □□□□□	11.□ .2.(□)	63
- □ □□□	8.□.6.	26
- □ □□□	2.□.1.	5
- □ □□ □□□□	8.□	32
- □ □□□□□□□	2.□.2.	5
- □□ □ □□ □□□□□□□□□□□□□□	2.□.2.(□)	5
- □ □□□□□ □ □□ □□□□□□□□□□□□	2.□.2.(□)	5
- □ □□□□□□ □ □□□	8.□.	32
□ □□□□□□□□ □□□ #2	74	
□ □□□□□ □ □ □□□ 9.□.	34	
□ □□□□□ □□□ □ □□□□□ 11.□.	54	
□ □□□□□ (□□□ □□□□ □ □□□□ □ □□□□□□□□□ □□□ □)		
- □ □□□□□□□	11.□.	59
- □□□□□□□□	1.□.	1
- □ □□□□		69
- □ □□□□□ □□□□□□□□ □ □□□□□□□□, □ □□□□□□ □□□□	6.□.	14
- □ □□□ □ □ □□□□□□□ - □ □□ □ □□□□□□□□	11.□.2.	52
□ □□□□□□□ (□ □□□□□□□) □ □□□ 8.□.	28	
- □ □□□□□□□	□□□□ #3	98
□ □□□□□□□ □□□□□□□□ □□□□□□ □ □ □ #4	76	
□ □□□□□□□ □□□, □ □□□□□□□□ 1.□.	2	
□ □□□□□□□ □□□□ 11.□.	48 - 49	
□ □□□□□ □ □□□□□□□ (□ □□□□□□□□)	11.□.	66
□ □□□□-□□□□□□□ □□□□□ □□□ □□□□□□□ □ □□□	9.□.3.	43
	□ □□□□□□□ □	80 - 83
	□ □□□ #1	84
□ □□□□□□□ 11.□.	47 - 48	

- 8. 1. 1.	11. 1. 1.	47
- 8. 1. 2.	11. 1. 2.	48
- 8. 1. 3.	11. 1. 3.	48
11. 1. 6., 7., 9.	51	
6. 1.	14 - 15	
3. 1. 1.		7
8. 1.	27 - 28	
- 8. 1. 4.	8. 1. 4.	32
- 8. 1. 1.	8. 1. 1.	27
- 8. 1. 2.	8. 1. 2.	27
- 8. 1. 3.	8. 1. 3.	27 - 28
- 8. 1. 3. (1)	8. 1. 3. (1)	27
- 8. 1. 3. (2)	8. 1. 3. (2)	28
- 8. 1. 4.	8. 1. 4.	28
- 9. 1. 1.	9. 1. 1.	33
- 9. 1.	9. 1.	34
- 9. 1. 2.	9. 1. 2.	33 - 34
- 8. 1. 3.	8. 1. 3.	29
- 8. 1. 1. (1)	8. 1. 1. (1)	31
- 9. 1. 5.	9. 1. 5.	36
- 9. 1. 1. (1)	9. 1. 1. (1)	33
- 9. 1.	9. 1.	34
- 9. 1.	9. 1.	35
2. 1.	6	
2. 1. #1	72 - 73	
6. 1.	18 - 19	
8. 1.	26 - 27	
11. 1.	66	
2. 1. 3.	3	
11. 1.	63	
2. 1. 3.	2. 1. 3.	3
2. 1. 3.	4	
6. 1. 2.	6. 1. 2.	12
9. 1. 20	9. 1. 20	38 - 39
9. 1. 2.	9. 1. 2.	39 - 40
8. 1. 3.	24	
10.	46 - 49	

- □ □□□□ □ □□□□	10.□.	47
□□□ □□□□□ □□ □□□□□□	2.□.	2 - 3
- □ □□□□□□□□□ □□□□□	2.□.6.	4
- □ □□□□□□□ □□□□□	2.□.3.	3
□□□ □□□□□ □□□□□□□□□□□□	6.□	20
□□□□ □□□□□□□ □□□	1.□.	1
□□□□ □□ □□□□□□□	2.□.2.	2
- □ □□□ □□□ □□□	6.□.2.	12
- □ □□□□□ □ □□□□□ □□□□□□□□	11.□.1.	52
- □ □□ □ □□□□□□□□□□	11.□.2.	52
- □ □□□□□□□□□□□□□□□	8.□.4.	29
- □ □□□□□□□ □□□	9.□.	35 - 36
- □ □□□□□ □□□□□□ □□□□□□	11.□.4..	53
□□□□ □□□□□□ □ □□□□□ □□□□□□□□□□ □□□□□	2.□.2.	3
□□□□□ (□ □□□□□□□□□ □□□□□ □ □□□)	11.□.3.	64
□□□□□□□ □□□□□□ □□□□□□ □□□	□□ □ #2	74
□□□□□□□□	6.□.	19 - 20
- □□□□□□ □□□□□□□□□□□	6.□.1.	19
- □ □□□□□□□□□□□□□□□ - □ □□□□□□□ □ □□□□□ □ □□□□□ □□□□□	6.□.2.	19
- □ □□□□□□□ □ □□□□□□□ □ □□□ □□□□ □□□□□ □□□□□	6.□.3.	19
- □ □□□□□□□ □□ □ □□□□ □□□ □□□	11.□.	63
□□□□□□□□ □ □□□□ □ □□□ □□□□□15 (□□ □□□ □)	2.□.	6
□□□□□□ □□□ □□ □□□ □□□□□	9.□.2.(□)	33
□□□□□□□□□ □□ □□□□ □□□□□ □□□□□□□	6.□.	19 - 20
- □□□□□□	6.□.1.	19
- □ □□□□□□□□□□□	6.□.2.	19
- □ □□□□□□□□ □ □□ □ □□□ □□□□ □□□□□ □□□□□ □□□□□	6.□.3.	19
□ □□□□ □ □□□□□□	3.□.	8
□ □□□□ □ □□□□□□ □□□□□	3.□.	7
□ □□□□ □ □□□□□□□□ - □□□□□ □□□ □□□□□□	9.□.	40 - 41
- □ □□□□□	9.□.3.	40
- □ □□□□□ □□ □ □□□□ □ □□□□□	9.□.4.	41
- □ □□□□ □□□□□□ □□□□□□ □□□□	9.□.5.	41
- □ □□□□□□□□□□ & □ □□□□ □ □□□□ □□□□□□□□□□	9.□.1.	40
- □ □□□□□□ □□□□□□□□□□□□□□□□□□□	9.□.6.	41
□ □□□□ □ □□□□□□□ □□□□ □ □□	3.□.	6 - 7
□ □□□□ □ □□ □□□□□□ □ □□□	11.□.4.	63
□ □□□□ □ □□□□□□□	3. 6 - 8	
□ □□□□-□ □□□□□□ □□□□ □□ □ □□□□□, □□□□□	11.□.3.	63
□ □□□□□□□□□□□ □ □□□□□□□	11.□.8.	62

□ □□□□□, □□□□□□□□ 11.□.6.

62

□ □□□□□□ - □ □□□ □□ □□

6.□.2.

13