AGREEMENT

BETWEEN

THE BOARD OF SCHOOL TRUSTEES

OF

SCHOOL DISTRICT NO. 39 (VANCOUVER)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 407

2014 JULY 01 TO 2019 JUNE 30
# AGREEMENT WITH CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 407

## (OUTSIDE WORKERS)

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THIS AGREEMENT

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: The Canadian Union of Public Employees, Local 407 (Vancouver Civic Employees), 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 a labour organization within the meaning of the said Code and is the bargaining authority for that group of the Vancouver School Board employees generally known as "Outside Workers" being all employees in the following categories:

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AND WHEREAS the parties hereto have carried on collective bargaining under the terms of the said Code and have reached an agreement as hereinafter expressed,

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other as follows:
1. **TERM OF AGREEMENT**

1.01 **Duration**

This Agreement shall be for a five (5) year period from and including 2014 July 01 to and including 2019 June 30 and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of expiry (2019 June 30) of this Agreement, by written notice, to require the other party to the Agreement to commence collective bargaining. 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.

1.02 **Notice of Changes**

Should either party give written notice as aforesaid, all terms and conditions of this Agreement shall remain in full force and effect during bargaining for a renewal Agreement. During any period of strike or lockout, the terms and conditions of this Agreement shall be suspended. If a strike or lockout is terminated before a renewal Agreement becomes effective, the terms and conditions of this Agreement shall be in full force and effect until a renewal Agreement becomes effective.

2. **DEFINITIONS**

2.01 **Permanent Employee**

The parties agree that the number of permanent staff within the Union shall be a minimum of one hundred and one (101).

2.02 **Accumulation of Seniority - Permanent Employee**

Overall seniority of an employee shall be based on total time worked since appointment to the permanent staff including time while in receipt of Workers' Compensation and time absent due to non-occupational accident or illness (irrespective of whether the employee is in receipt of benefits or otherwise). However, no employee shall accumulate seniority under these conditions if he/she would have been laid off under normal operations. When this exception is applied, both the Union and the employee shall be notified.

Seniority in a category shall include all time worked in this category, with the same provisions as in overall seniority. Seniority in a junior category shall include all time worked in a senior category and include the same provisions as overall seniority.

Where employees have equal seniority under the above rules, the employee with most time worked prior to appointment to the permanent staff shall be considered the most senior.
2.03 **Secondary Seniority**

The implementation date for secondary seniority shall be October 1, 2000. For the purpose of implementing the article, the number of hours worked by temporary staff will be credited retroactive to May 1, 1996.

2.04 **Casual Employee**

A Casual Employee is defined as an employee who is hired for on-call assignments on a day-to-day basis or for temporary assignments greater than two (2) weeks in duration, but not expected to exceed ten (10) months.

All such employees shall be paid at the negotiated rate for a period not to exceed ten (10) months and shall be entitled to benefits of vacation pay and statutory holiday pay only. Casual employees shall be entitled to choose either Extended Health Benefits or 1% in lieu. Casual Employees shall be entitled to the 1% wage retroactively from 1 January 1999 to the date this new provision is implemented.

If a casual employee is employed for more than ten (10) continuous months, the Board will post the position as a permanent position in accordance with Article 5.02. The successful applicant shall become a Permanent Employee entitled to the terms of all benefits and shall be paid at the base rates for the appropriate category to which the employee is assigned. During the probationary period, however, said employee may apply for any posted position or may be assigned to work at a higher level position on a temporary basis and be paid the appropriate rate.

Casual employees may be assigned to work any day of the week, but for not more than five (5) consecutive days, within the stores area.

For the purpose of filling temporary or regular positions, an employee who has secondary seniority and who applies for such a position shall be considered for a temporary or a regular position after employees with regular seniority and prior to 407 members without seniority.

Once a casual employee has attained a permanent position and successfully completed the probationary period, the employee's name will be added to the seniority list for permanent employees. The overall seniority credited will be total accumulated secondary seniority including hours in a probationary position, and the seniority date will be adjusted accordingly.

Casual employees will be given notice of at least five (5) working days before the end of a temporary assignment. Once a temporary assignment has ended, the employee will revert to casual employee status and be available for on-call assignments. The Board does not have a mandatory obligation to recall a Casual Employee after a lay-off.
2.05 **Secondary Seniority (Casual Employees)**

For the purpose of assigning temporary or casual work, all casual employees will be placed by the employer into one (1) or more of the following streams, based on the employee having the required qualifications, skill and knowledge:

(a) Grounds  
(b) Maintenance  
(c) Material Services

Casual work in one (1) of the three (3) streams will be assigned to the senior available employee who is designated for work in the specific stream. If there is no response to a call for work, the next most senior qualified casual employee will be called for the assignment.

Casual employees shall be credited with one hour of secondary seniority for each hour worked.

Secondary seniority shall be recognized once an employee has worked two hundred and twenty-five (225) hours within any six (6) month period.

Secondary seniority will be lost if:

(a) An employee fails to respond or refuses five (5) consecutive calls  
(b) An employee is dismissed for just cause,  
(c) An employee resigns.

An employee may declare themselves unavailable for up to two (2) weeks per calendar year (or longer period with approval in advance) for the purposes of a vacation by contacting the employer (Human Resources Division) and providing at least one (1) week advance notice. The notice should be in writing and specify the dates when the employee is not available.

2.06 **Charge Hand**

 Tradesmen (gardeners, drainspersons, fencepersons, etc.) would be expected to supervise up to two (2) labourers without application of any premiums.

Example: A drainsperson designated in charge of a crew with two (2) labourers and (1) one other drainsperson, or a crew with more than two (2) labourers, would receive the Charge Hand 1 rate.

**It is understood posted Truck Drivers may not be assigned Charge Hand duties unless determined by the supervisor to be operationally feasible and fits the criteria in Article 2.07 and 2.08.**
2.07 **Charge Hand 1**

A Charge Hand 1 is an employee appointed by the Board to supervise a group of other employees while carrying out his/her regular duties in all or in part.

The Charge Hand 1 rate of pay shall not apply where an employee supervises the work of Helpers in his/her category.

To be applied where:

(a) two (2) or more employees paid in the same category work together, and

(b) a crew* of labourers is involved, OR

(c) heavy equipment is used on the worksite.

* A crew of labourers is defined as two (2) or more.

2.08 **Charge Hand 2**

A Charge Hand 2 is an employee appointed by the Board to supervise a group of projects or a large single project.

It shall be considered a part of the duty of such Charge Hand to provide information verbally when requested, on the suitability and efficiency of the staff working under their direction.

To be applied where:

(a) a large crew including other skill positions and equipment is involved.

(b) a number of smaller projects or work sites are involved and must be coordinated.

(c) capital works or similar large project is involved.

Duties would include directing the work of a large crew, coordinating the use of equipment. A charge hand shall have the responsibility to assess the abilities of casual and newly hired probationary employees and to provide a verbal assessment to the employer. The decision regarding continued employment of such casual or newly hired staff shall be made by the employer.

A Charge Hand 2 shall not be required to participate at job interviews or in the selection process for promotion.
When a member of this Union is appointed to the position of Foreman, Supervisor, or Assistant Supervisor, on a temporary basis, and is subsequently reverted to his/her former position, the employee shall suffer no loss of seniority. A temporary basis shall mean a period of not more than one (1) year and extension beyond this period shall be by mutual agreement only. (The positions of Supervisor and Assistant Supervisor do not come within the jurisdiction of this Agreement.)

A Charge Hand who is absent from duty for any reason shall be replaced, wherever possible, by the senior employee who has the necessary ability, as the temporary replacement. In cases of emergency or for periods of absence by the Charge Hand for less than one (1) shift, the senior person on the crew may be temporarily promoted.

3. **UNION SECURITY**

3.01 **All Employees to be Members**

All employees of the Board shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

3.02 **Loss of Membership**

No employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

3.03 **Check-Off Payments**

The Board shall deduct from every employee any dues, initiation fees, assessment or assessments levied by the Union on its members.

3.04 **Deductions**

Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union bi-weekly. The cheque shall be accompanied by a list of the names, addresses, classifications or posted positions and sex of employees from whose wages the deductions have been made.

3.05 **Payment on Overdue Amounts**

The Board and the Union shall pay interest at the rate of two per cent (2%) per month, or fraction of a month, for any delay, beyond one (1) full calendar month, in remitting outstanding sums listed in this or other articles of this Agreement.
3.06 **Picket Lines**

An employee shall not be required to cross a legal picket line. An employee who decides not to cross a legal picket line shall not be disciplined by the Board other than the loss of pay for the day(s) or portion of day(s) absent due to the decision not to cross said picket line.

4. **WORKING CONDITIONS**

4.01 **Work Week**

It is agreed that, subject to the exceptions herein referred to, the normal work week for all persons covered by this Agreement shall consist of five (5) seven and one-half (7 1/2) hour days commencing on Monday and ending on Friday. The normal working hours are between the hours of 6:30am and 3:30pm. Employees will be notified no less than twenty (20) days before any shift change. Twenty (20) days notice may be waived in emergent situations. No seven and one-half (7 1/2) hour shifts shall be spread over a period longer than eight (8) hours with one-half (1/2) hour off for lunch.

Each employee shall have two (2) rest periods each day of ten (10) minutes to be taken at a suitable place on a School Board site.

Exceptions to the normal work day or week, other than for emergencies, shall not be implemented until after the Union has been notified in writing.

It is agreed that certain essential duties in emergencies are necessarily performed on Saturday and Sunday, and that exceptions to the normal work week may be made verbally but shall be confirmed in writing, the next working day, by the Board, with the concurrence of the Union.

Any employee who is required to work a shift on the calendar day immediately preceding Christmas Day shall terminate that shift at 13:00 hours without a lunch break and be paid a full shift.

4.02 **Right to Refuse**

An employee has the right to refuse work or to continue to work in a situation deemed by the employee to be unsafe, after consultation with the supervisor and agreement of the union shop steward.

5. **POST & FILL**

5.01 **Promotions, Transfers and Demotions**

In making promotions, transfers and demotions the skill, knowledge and work record of the employee shall be the primary consideration. Where two (2) or more applicants are capable of fulfilling the duties of the position, seniority with the Board shall be the determining factor.
5.02 Notification of Vacancies

Job postings shall be of ten (10) working days duration. If a posting is not filled on the first posting, it will be posted for a further ten (10) days. Vacancies will be filled within twenty (20) working days of the closing of a posting, unless unusual circumstances prevail. Upon request, the Union shall be informed in writing of the reason(s) for such delays.

The Board agrees that, where a grievance has been lodged, no permanent transfer will be made until the second stage of the grievance procedure is complete.

All existing vacancies will be posted on the VSB website as well as provided in hard copy at Grounds Maintenance and the Maintenance Workshop.

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

The Board agrees that while a position may be advertised externally, internal applicants shall have first opportunity to apply and all such applications shall be considered prior to those received from external applicants.

Helper positions to work with skilled and semiskilled personnel and will be posted permanent positions.

5.03 Suitability

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

(a) the quality of his/her work
(b) his/her conduct
(c) his/her capacity to work harmoniously with others
(d) his/her ability to meet acceptable production standards
(e) a suitable vacancy being available.
5.04 **Probation**

All new permanent employees will have Performance Evaluations at mid-probation, five (5) months, and at end-probation, ten (10) months.

On permanent appointment after completion of the probationary period the name of the employee shall be placed on the seniority list. Seniority credited shall be the total accumulated secondary seniority including the probationary period which the employee served. The appointment to permanent status as provided in Article 2.01 shall depend on the employee having completed all of the constitutional requirements of full membership in the Union.

Employees on probation may choose to buy extended health benefits at one hundred percent (100%) employee cost.

5.05 **Trial Period on Transfer or Promotion**

When an employee is transferred or promoted, the employee will serve a sixty-six (66) working day trial period (sixty-six (66) actual days of work, or ten (10) calendar months, whichever comes first) in the new capacity to determine competence. Employees will have Performance Evaluations at mid-trial, thirty-three (33) working days (thirty-three (33) actual days of work) and at end-trial, sixty-six (66) working days (sixty-six (66) actual days of work, or ten (10) calendar months, whichever comes first.

5.06 **Spare/Assistant Appointment to Permanent Position**

It is has been and will continue to be the practice of the Board to appoint the most senior permanent employee in a spare or assistant position in a category listing to any vacated permanent position in that category, that would otherwise have been posted. In turn, the vacated spare or assistant position created by the appointment of the most senior permanent employee in a spare or assistant position will then be posted in accordance with Article 5.02 of the collective agreement.

6. **SALARY, PREMIUMS & ALLOWANCES**

6.01 **Acting Pay**

When an employee is required to perform work of a higher classification during the first four (4) hours or during the last three and one half (3 1/2) hours such employee shall be paid the higher rate of pay for a period of four (4) hours or three and one half (3 1/2) hours respectively, or shall be paid a full shift at the higher rate of pay if the work extends from the first four (4) hours into the second half of the day.
6.02 Overtime

Every person who is required to work in excess of his/her normal hours of work of seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week, shall be paid at double the normal hourly rate of pay for all such hours worked.

Wherever possible the senior person on the crew shall have the first option to any overtime.

An employee may bank overtime to be taken as time off in lieu of overtime pay. An employee must request at the time overtime is earned, that the overtime is to be banked for this purpose. A statement of overtime will be provided by October 15 of each year.

Banked overtime may be taken in the calendar year it was earned. At the end of the calendar year, the employee will be given the option to take payment in cash or bank. Payment in cash shall be made no later then the first payday in February. Such deferred overtime shall be paid out at the rate earned.

Banked overtime may be used as time off in single days, or at the time of retirement.

Banked overtime taken as time off in lieu may be taken at any time mutually agreed between the employee and his/her supervisor and scheduling of such time off is subject only to the operational requirements of the school district.

6.03 Payment for Work Done on Statutory Holidays

An employee who is authorized to work on a statutory holiday, shall be paid double his/her regular rate for each hour worked in addition to any pay to which the employee is entitled under the contract. However, if a statutory holiday falls on a Saturday or Sunday (when Monday is not declared a holiday) the employee shall be paid in accordance with the overtime provisions in the contract.

6.04 Payment for Call Outs

Every person covered by this Agreement who is called out and required to work outside the regular working hours shall be paid at overtime rates, with a minimum of two (2) hours, and shall be paid from the time the employee leaves his/her home to report for duty until the time the employee arrives back upon proceeding directly from work.

Note: This does not apply to "shift work."
6.05 **Hourly Guarantee**

In the event that an employee reports for work on any day and is unable to begin work, for reasons other than the employee's own, then that employee shall be sent home and paid for two (2) hours. In the event that the employee starts work on any day, and for reasons other than the employee's own, is unable to continue, the employee shall be paid four (4) hours or the time worked, whichever is greater.

6.06 **Payment for Snow Clearing**

When a snow storm occurs in which some or all construction work is shut down, it may be desirable to use persons thus released to augment the Board's normal maintenance organization. Such persons shall be entitled to their normal rate of pay.

6.07 **Retroactive Pay**

Retroactive pay, when included into a Memorandum of Agreement, shall be paid on the second (2nd) pay day following confirmation in writing, that the Union ratified the Memorandum of Agreement unless otherwise agreed in writing between the parties. The new rates set out in said Memorandum of Agreement shall be paid on the second (2nd) pay day following confirmation, in writing, that the Board and the Union ratified the Memorandum of Agreement.

6.08 **First Aid Premium**

A first aid premium shall be paid to not more than two (2) persons with a status of Labourer or Helper so that such persons shall be available for assignment when crews for construction or maintenance projects are of a size that Worker's Compensation Board Regulations require a first aid attendant on the site.

The premium while acting on the site shall be fifty cents ($0.50) per hour for a OFA1 certificate, sixty cents ($0.60) per hour for a OFA2 certificate and seventy cents ($0.70) per hour for OFA3 certificate. The cost of the course shall be refunded to any Permanent Employee who is authorized to take the course by the Board and such employee may receive one (1) day with pay to sit for the examination. The cost of the course shall be refunded on evidence of successful completion of the course.

An employee designated as a certificated first aid person acceptable under this provision shall receive in addition to his/her regular rate of pay fifteen cents ($0.15) per hour throughout the year for having a OFA1 certificate, twenty cents ($0.20) per hour throughout the year for having a OFA2 certificate and twenty-five cents ($0.25) per hour throughout the year for having a OFA3 certificate. "Certificate," means a valid current Industrial First Aid certificate acceptable to the Workers' Compensation Board.
6.09 **Footwear Allowance**

The Board shall reimburse each permanent employee and apprentice one hundred and fifty dollars ($150.00) per year, payable with the first cheque in September, for clothing and footwear. No receipts shall be required.

6.10 **Tool Allowance**

The Board will pay a tool allowance to employees in the Journeyman Mechanic, Apprentice, Foreman Fleet and Equipment Maintenance, and Assistant Foreman Fleet and Equipment Maintenance classifications. The tool allowance will be twenty cents ($0.20) for each hour of work, excluding overtime and other premium time. Employees receiving the allowance shall provide their own hand tools. The Vancouver School Board will maintain replacement insurance against loss of tools due to fire or theft, will provide special tools, and may inspect tool kits periodically. The Board will repair or replace broken hand tools not covered by manufacturer's warrantees. Employees will provide inventory records for tools as may be required for insurance purposes.

The Board will replace broken hand tools for other employees paid at the semi-skilled rate or higher who may be required to provide their own hand tools.

6.11 **Hazard/Dirty Work**

An employee when put on to hazardous work to be paid 1.5% per hour above his/her regular rate upon certification of the appropriate department head that such work comes within the definition of hazardous. Hazardous work may be performed either above or below ground level.

1.5% per hour to be paid to any employee when engaged in work certified by the appropriate department head as "dirty work".

2.25% per hour to be paid to an employee when engaged in work certified by the appropriate department head as "hazard/dirty work".

Overtime on hazard, dirty, or hazard/dirty work is computed by multiplying the basic rate by double time and adding 1.5% or 2.25% of the hourly rate for each hour worked.

The Board will pay a premium of twenty-five cents ($0.25) for each hour of work, excluding overtime and other premium time, to all employees including truck drivers involved with the installation or removal and transportation of asbestos material.

Asbestos shall be considered hazardous and all employees who are directed to wear personal protective equipment while handling asbestos contaminated material shall be entitled to the premium for hazard work.
6.12 **Back-up Pesticide Control Operator (Structural)**

Back-up Pesticide Control Operator (Structural) shall receive five per cent (5%) above his/her regular rate of pay while so qualified but shall receive the Pesticide Control Operator rate while acting.

6.13 **Shift Worker**

Shift Worker - Any employee covered by this Agreement who is required to work the evening or midnight shift shall be paid twelve and one-half per cent (12 1/2%) above his/her regular rate upon approval of shift work by the appropriate department head.

7. **APPLICATION OF SCHEDULE**

The appropriate department head is authorized by the Board to transfer employees in all categories which are paid the same rate of wages, from one category to another in the group, as the work requires; it being understood that the employees involved must be qualified for such transfer.

Any person covered by this Agreement, who is temporarily required to accept the responsibilities and carry out the duties incident to a position senior to that which the employee normally holds, shall be paid for the period in which the employee carried out the duties of the senior position at the rate of such senior position, except where the wage received in the employee's own position exceeds the rate for the position in which the employee is substituting, in which case the rate of pay shall remain unchanged.

An employee's regular rate of pay shall not be reduced when temporarily assigned to perform the duties of a lesser paid classification.

In the event of unexpected absences from the job due to sickness/injury, or WCB accident/illness it shall be permissible to waive the seniority provision in order to prevent inordinate inefficiencies on short-term work assignment changes. The waiver time shall not exceed three (3) days.

In the event of a project/job of less than two (2) weeks, employees assigned to such project/job, shall complete the project/job subject to the following:

(a) The employer will notify the Union in advance of the project/job of the duration of the project/job and the temporary acting assignments required.

(b) If a more senior employee returns to work from an absence (sick leave, WCB, vacation etc.) and would normally be entitled to bump an employee on that project/job to attain a temporary acting assignment the employer will assign that employee to an equal or better acting position than the project/job position would pay or the employer if unable to make such an assignment shall pay to the senior employee an acting rate equal to the rate he/she would have earned on the project/job.

An employee operating a compressor or equipment connected thereto to receive the
same rate as Jack Hammer Operator for the full shift when required to operate such equipment.

8. **EMPLOYEE BENEFITS**

8.01 **Option to Buy Back Pension**

Employees who complete probation shall have the option to buy back superannuation coverage to the start date of probation. Such option to be exercised at any time during employment and payment to be arranged through payroll deduction. (Refer to Article 8.17)

8.02 **Annual Vacation**

The annual vacation is granted for service during the calendar year from January 01 to December 31. It is to be taken in the calendar year in which it is earned (unless otherwise mutually agreed upon) at a time to be arranged with the Department Head. The entitlement of an employee is as follows:

If one (1) year's service cannot be completed by December 31, an employee shall receive vacation pay in accordance with the Employment Standards Act.

If one (1) year's service can be completed by December 31, an employee shall receive six per cent (6%) of the employee's gross pay (and pro rata if the employee's service during the year is not full-time), with authorized leave of absence of fifteen (15) working days.

If seven (7) years' service can be completed by December 31, an employee shall receive eight per cent (8%) of the employee's gross pay (and pro rata if the employee's service during the year is not full-time), with authorized leave of absence of up to twenty (20) working days.

If fifteen (15) years' service can be completed by December 31, an employee shall receive ten per cent (10%) of the employee's gross pay (and pro rata if the employee's service during the year is not full-time), with authorized leave of absence of up to twenty-five (25) working days.

If twenty-two (22) years' service can be completed by December 31, and employee shall receive twelve per cent (12%) of the employee's gross pay (and pro rata if the employee's service during the year is not full-time), with authorized leave of absence of up to thirty (30) working days.
8.03 Service Defined

For the purposes of this Article respecting 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 benefit under the Board’s sickness and accident insurance policy, or is in receipt of Workers’ Compensation for a period not exceeding twelve (12) consecutive months.

Gross Pay shall mean a normal day’s pay for each day for which the employee receives pay from the Board or is in receipt of Short Term Disability Carrier or Workers’ Compensation Board payments during a calendar year.

When on Short Term Disability Carrier or Workers’ Compensation Board an employee will continue to receive vacation entitlement according to the time sheet rate.

A record of vacation entitlement and balance will be included on bi-weekly pay slips.

8.04 Scheduling of Vacations

The Board shall endeavour to accommodate employees in regard to the scheduling of their vacations. Vacation preferences shall be granted on the basis of seniority. A bona fide explanation shall be given to an employee in writing should a request for vacation be denied.

It is agreed that requests for vacation shall normally be made four (4) weeks in advance of the requested time off. In unusual circumstances an employee who requests vacation without four (4) weeks notice may be granted such time off.

8.05 Vacation Advance

During the first year in which this provision is effective; i.e., from 1986 January 01, and in each subsequent calendar year an employee shall be granted a vacation advance of an amount to be determined by the provisions of Article 8.02. Such credit shall be reduced in equal instalments from the normal annual entitlement prior to December 31 in each of said calendar years, or on a severance cheque in the event that the employee should leave the employment of the Board for whatever reason, whichever is appropriate.

8.06 Vacation Deferment

(a) An employee may, after using three (3) weeks of current vacation entitlement, defer any additional vacation entitlement.

(b) Such vacation deferment shall be paid out at the rate earned at the time of deferment.

(c) An employee who requests deferment to the following year must request such deferment no later than November 1 of the current year. The request must be in writing to the appropriate supervisor. The supervisor shall advise the employee within two (2) weeks of the request for deferment if the request is approved or not. Such approval will not be unreasonably withheld.
(d) Any conflict with another employee's vacation shall be resolved by referral to Article 8.04 Scheduling of Vacation.

(e) If an emergent situation requires an employee to report to work during their vacation, the employee shall defer the corresponding vacation days. The deferred days shall be banked, to be taken at a later date mutually agreed on by the employee and his/her supervisor. The banked days may be carried over to the following year at the employee's request.

8.07 Vacation Credit Pay Out

An employee shall normally be paid his/her regular rate when the employee is on vacation. The employer shall pay out any additional monies owed by the first pay period of February, unless otherwise advised by the employee.

8.08 Year of Retirement

During the year of retirement from the service of the Board on pension, either Municipal Superannuation or disability provided by Workers' Compensation, an employee shall be entitled to the full vacation provision to which the employee would earn for the year in which retirement takes place.

8.09 Vacation Bonus

A vacation bonus shall be provided by which an employee shall benefit and be entitled to receive an additional day of vacation, expressed as a percentage; i.e., 0.4% of gross salary, of the year in which the bonus is taken, once during each completed five (5) years of service from the effective date of hire. Such time may be taken at the convenience of the employee, provided that at least three (3) working days notice of such leave is given.

A table of such vacation bonus entitlement is as follows:

Five (5) years service from the effective date of hire 0.4% bonus (1 day)
Ten (10) years service from the effective date of hire 0.8% bonus (2 days)
Fifteen (15) years service from the effective date of hire 1.2% bonus (3 days)
Twenty (20) years service from the effective date of hire 1.6% bonus (4 days)
Twenty-Five (25) years service from the effective date of hire 2.0% bonus (5 days)
Thirty (30) years service from the effective date of hire 2.4% bonus (6 days)
Thirty-five (35) years service from the effective date of hire 2.8% bonus (7 days)

For example, if an employee on 1985 December 31 can complete between fifteen (15) and nineteen (19) years of service, his/her initial bonus shall be three (3) days, this is the initial entry for that employee with the scheme. Then at the completion of his/her twentieth (20th) year of service he/she receives an additional four (4) days; then at the completion of his/her twenty-fifth (25th) complete years of service, receives an additional five (5) days, etc.
8.10 Casual Employees

The Board agrees to pay four per cent (4%) on each cheque in lieu of annual vacation to casual employees.

8.11 General (Statutory) Holidays

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

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

When any of the General (Statutory) Holidays fall on Saturday or Sunday and are not proclaimed as being observed some other day the preceding Friday or the following Monday, when one (1) day is involved, or the preceding Friday and following Monday, when two (2) days are involved, shall be deemed to be the holidays for the purpose of this Agreement; provided that such day does not conflict with the calendar of school days as stated by the Minister of Education in the calendar for the school year.

When any of the General (Statutory) Holidays fall on an employee’s scheduled day off, the employee shall receive another day off with pay.

(For payment of wages when authorized to work on a statutory holiday, see Article 6.03)

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

8.12 Earned Days Off (See Appendix C)

Permanent employees will accumulate and bank time at the rate of one-half (1/2) hours a day. This time may only be accumulated during the year when Daylight Savings Time is in effect.

(a) Employees will work an additional one-half (1/2) hour per day on a prescheduled basis either before or after regular working hours. Starting, finishing, and lunch times will be arranged with the local supervisor.

(b) Employees will bank the additional time worked. Banked time will be taken off as scheduled by mutual agreement of the employees and the supervisor. Days must be prescheduled.

(c) Employees will not earn or bank time off for days of absence from work, or statutory holidays.

(d) All employees will work this schedule.
8.13 Early Book-Off

An employee may book-off up to twelve (12) hours per year with pay (maximum of three (3) hours per day), for purposes of preventive medicine, health or dental care, but not for a long term course of treatment or for recurrent therapy, provided that the employee may be required to produce proof of medical or dental care and provided that the appropriate supervisor so authorizes such leave of absence in writing. Employees will provide twenty-four (24) hours notice of an Early Book Off and will notify their supervisor if an emergent situation arises that requires Early Book Off. Abuse of this privilege shall be cause for discipline. Book-off under this article will be recorded in multiples of half (1/2) hours.

8.14 Payments During Absence for Illness, Injury or Gratuity

A permanent employee or employees who qualify, reference Article 2.01.,shall receive a credit of eleven (11) working days, or pro-rated to time worked in the calendar year, in lieu of sick leave days and gratuity days, paid directly by the Board.

The Board may, in the case of illness, require substantiation by medical certificate and the Board will pay the cost for the certificate. The insurance provision described in this Article shall begin on the fourth (4th) day of an absence due to sickness or injury.

The eleven (11) days credit with pay may be taken at any time and for any reason during the calendar year provided only that such leave is approved by the employee's supervisor who shall notify the Human Resources Division for record purposes. Approval shall not be unreasonably withheld and a bona fide explanation shall be given to an employee in writing should a request for use of such day(s) be denied.

Any employee who is unable to use one (1) or more of the eleven (11) days as a leave of absence for sickness, injury or for personal leave for whatever reason, in addition to his/her vacation during the calendar year shall be paid for the unused balance of the eleven (11) days on the first pay of February. The rate of pay will be prorated to account for the amount of time the employee worked at a higher classification during the previous year. An employee may defer the unused balance of days for one (1) year. An employee who requests deferment must request such deferment no later than November 1 of the current year. The request must be in writing to the appropriate supervisor. Deferred days will be paid at the rate at which they were earned.

For other absences because of sickness or injury the Board will arrange for insurance under a Group Sickness and Accident Policy. Under such a policy the employee will receive eighty per cent (80%) of his/her average weekly salary less any payments to the employee by the Workers' Compensation Board (where applicable). The cost of this insurance is shared by the employee and the Board with the employee paying one-third (1/3) and the Board paying two-thirds (2/3) of the premium. This insurance is a condition of employment for Permanent Employees.

On receipt of a request in writing from any employee the Board shall provide such employee with a breakdown of the employee's and of the Board's costs in payments for the premium of the Group Sickness and Accident Policy over the preceding five (5) year period.
In the case of absence for illness the Board's contribution will be maintained while the employee is in a pay status. In the case of employees receiving compensation through the approved Short Term Disability Carrier, the Board's contribution towards the following benefit premiums will be maintained: Dental, Extended Health, Group Life, Medical Services Plan and the full cost of the approved Short Term Disability Plan.

Effective July 1, 2006, the Short Term Disability Carrier benefit is one hundred twenty (120) calendar days.

8.15 Accident, Injury or Illness Covered by Workers' Compensation

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 therefor under the Workers' Compensation Act, the employee's salary shall be continued for a period of not more than fifty-two (52) weeks, or until the status of the Workers' Compensation payment changes to disability pension or other Workers' Compensation Board settlement, whichever occurs first.

All monies payable to an employee by way of compensation for loss of wages under the said Act or the insurance carrier Short Term Disability Carrier, shall be paid to the Board in return for which the Board shall:

Calculate all benefits and deductions, except income tax, based on the gross pay to which the employee would have been otherwise entitled but for disability suffered or incurred by the employee aforesaid, and,

Pay the employee the full net income to which he/she would have been otherwise entitled but for disability suffered or incurred by the employee aforesaid, and,

Subject to the above maximum time limitation of fifty-two (52) weeks.

Compensation does not include a disability pension or other final settlement award arising for such disability. Compensation means periodic payments during the period of temporary disablement.
8.16 Active Rehabilitation Treatment Program

Immediately following a work place injury and upon completion of the requisite WCB reports, an injured employee's condition will be assessed by his/her attending physician, and by VSB Health and Safety. Based on information provided by the employee's attending physician, Health and Safety will provide an assessment of whether the employee is able to promptly commence an active rehabilitation program described in Article 8.14, a return to modified duties, or a graduated return to work.

The attending physician will then be solicited in writing for his/her approval for a program of active rehabilitation, graduated return to work, or modified duties (where such duties can be reasonably accommodated). (Copies to Union/Employee)

Failure by the employee's attending physician to approve an active rehabilitation program, a graduated return to work, or modified duties will cease this process until such a time as a program can be agreed to by the VSB Health and Safety and the attending physician or the employee returns to work.

Failure of an employee to agree to an active rehabilitation program, a graduated return to work, or modified duties which have been approved and accepted by the VSB Health and Safety, Operations and the employee's attending physician will result in the cessation of the employee's WCB top-up as per Article 7.05 of the Collective Agreement. Employees who do participate in a program approved by the VSB and their attending physician will continue to receive WCB top-up as per Article 7.05.

Employees engaged in an active rehabilitation program will follow the program of a recognized and licensed rehabilitation consultant approved by the VSB. All rehabilitation fees will be paid by the VSB to the rehabilitation consultant/firm. The rehabilitation program will be approved in consultation with the employee, his/her attending physician, and the rehabilitation consultant. Active rehabilitation can be undertaken in combination with modified duties or a graduated return to work.

8.17 Disabilities Not Covered by Workers' Compensation

Where an employee is paid his/her wages by the Board while he/she is absent from employment by reason of any disability other than one for which he/she 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.
8.18 **Municipal Pension Plan**

All permanent employees shall become members of the Municipal Pension Plan upon attaining eligibility to do so pursuant to the collective agreement and MPP rules. Casual employees shall be offered enrolment in the MPP pursuant to the collective agreement and MPP rules. Contributions shall be made by both the employee and the Board as follows:

In accordance with the Municipal Pension Plan when the employee is in receipt of pay; or

When the employee is in receipt of benefits under Article 8.14 and making a contribution, in which case the contribution will be based on the gross benefits received by the employee, the employee may make arrangements with the Board's Payroll Department or with the Pension Corporation, as appropriate, for payment of his/her contribution.

When an employee is on leave of absence without pay, and wishes to apply to the Municipal Pension Plan trustees to maintain pensionable service, such application may be processed through the Payroll Department.

When an employee wishes to apply for previous/past service including probation period, such application may be processed through the Payroll Department and the Board will provide any necessary approval or motions in support of the application.

Such arrangements shall be at no cost to the Board, it being understood that, as per the Municipal Pension Plan Rules, the employee may pay both shares of contributions or reimburse the Board.

8.19 **Medical Services Plan**

The Board contributes one hundred per cent (100%) of the premium of the Medical Services Plan of B. C. of Permanent Staff who elect to participate.
8.20 **Extended Health**

The Board contributes one hundred per cent (100%) of the premium of the Pacific Blue Cross (Extended Health Benefits Plan including Eye Glass and Hearing aid Options) for permanent employees who elect to participate, to a maximum of $1,000,000, with $75 annual deductible, claimable over twenty-four (24) months, and 80% co-insurance.

The eye exam option will provide one hundred dollars ($100.00) per person every twenty four (24) months.

The eyeglass option shall provide a maximum of five hundred ($500.00) claimable every twenty-four (24) months.

The hearing aid option will provide a maximum of three thousand dollars ($3000.00) every forty-eight (48) months, $75 annual deductible, 80% co-insurance.

8.21 **Dental Plan**

The Board shall pay one hundred per cent (100%) of the cost of the premiums for the dental plan.

All new employees must join as a condition of employment unless covered by another dental plan, when appointed as permanent full-time.

The following benefits shall be provided:

Plan 'A' - Dental Services paying for one hundred per cent (100%) of the approved schedule of fees.

Plan 'B' - Prosthetics, crowns and bridges paying for fifty per cent (50%) of the approved schedule of fees.

Plan 'C' - Orthodontics paying for fifty per cent (50%) of the approved schedule of fees.

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.

8.22 **Group Life Insurance**

Every employee appointed to the permanent staff, who qualifies, shall participate in the Group Life Insurance Plan. All employee shall be covered by $40,000 life insurance, the premium for which shall be paid by the Board.

Optional Voluntary Life insurance is available through Public Education Benefits Trust (PEBT) available at the expense of the employee.
8.23 Benefits for Early Retirement

Employees retiring before age sixty-five (65) may continue to participate in group benefits until age sixty-five (65), with both portions of the premiums being paid quarterly by the employee who will be billed by Payroll on a quarterly basis.

8.24 Retirement Seminar

The Board shall ensure that members of the bargaining unit may participate in a retirement seminar which may take place during the three (3) years prior to the employee's year of retirement. Permanent members may request to participate in this seminar prior to three (3) years, provided they are at least forty-five (45) years of age, that application is made at least one (1) month prior to the seminar date and there is no additional cost to the Employer. Space will be provided if available. Members will be eligible to attend for one (1) session only prior to retirement.

8.25 Early Retirement Incentive

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

8.26 Lay-off Benefits

During temporary lay-offs due to seasonal work shortages the Board shall make arrangement to continue medical, extended health, dental, and group life for permanent employees during the period of lay-off and until the employee is recalled to work by the employer in accordance with Article 10.04. The Board shall pay all the cost.

8.27 Benefits Trust

The Parties have agreed to participate in a jointly trusteeed benefits trust and shall place their dental, extended health, and group life insurance coverage specified in this Article as soon as the trust is able to take on that responsibility.

Once the trust is able to take on that responsibility, the parties agree that they will participate on the following conditions.

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

9.01 Bereavement Leave

Emergency leave in the case of the death of an employee's wife, husband, common-law spouse, child, ward, brother, sister, parent, guardian, or other relative if living in the employee's household, or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or grandparent, may be granted without loss of pay for a period not to exceed three (3) working days, provided that such leave without loss of pay shall not be granted during an employee's first ten (10) months of service.

Any employee who qualifies for emergency leave without loss of pay herein, and who is required both to attend to the affairs connected with the funeral and also 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) may be granted additional leave without loss of pay for a further period of two (2) working days.

Requests for leave shall be submitted to the appropriate department head who will determine and approve the number of days required in each case.

An employee who qualifies for emergency leave without loss of pay herein, shall be granted such leave when on annual vacation, and under such circumstances, the employee shall notify the Board. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation shall not be entitled to such emergency leave without loss of pay.

Upon application to, and upon receiving the permission of the appropriate department head, an employee may be granted leave of up to one-half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by this Article.

9.02 Leave of Absence for Union Officials

All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Board. Requests for such leave of absence shall nevertheless be given precedence over any other application for leave on the same day.

With respect to any leave of absence granted without pay, the Board shall continue to pay each representative's regular wage or salary and shall render an account to the Union on an individual basis for such amount, including the Board's contribution on behalf of each such representative for group life insurance coverage, medical coverage, sickness and accident insurance coverage and Municipal Superannuation. An administration overhead shall not be charged. The Union shall then reimburse the Board the amount of the account rendered within sixty (60) days.

Whenever representatives of the Union and the Board meet in the presence of a third party, for conciliation, mediation, arbitration or at the invitation of an officer of the
Ministry of Labour, or Labour Relations Board Investigation or Hearing, the total costs of each of the parties shall be the responsibility of that party except that the costs of an arbitrator appointed jointly by the parties shall be shared equally. Other conditions may be arranged by mutual agreement prior to any such occasion and the Board shall waive this provision in the event that the Union is unable to meet such costs.

Upon application to, and upon receiving the permission of the Board in each specific case, official representatives of the Union may be granted time off for the purpose of attending a meeting at the request of the Board, collective bargaining with the Board, or for the purpose of settling a grievance as provided in Article 11. Not more than three (3) such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.

Upon application to, and upon receiving the permission of the Board in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and B. C. Divisional Conventions of the Canadian Union of Public Employees, the annual convention of the B. C. Federation of Labour and the biennial convention of the Canadian Labour Congress.

Upon application to, and upon receiving the permission of the Board in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.

The Board agrees that any full-time officers of the Union will not lose their seniority in the service of the Board while on leave of absence for the purpose of performing their duties as officers of the Union. Upon retirement from that office they may return to the same position if vacant or to an appropriate position of equal value.

The Board agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the B. C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose his/her seniority in the service of the Board while on such leave of absence. Upon termination of such period of office, such an employee may return to the same position if vacant or to an appropriate position of equal value.

The Union shall provide the Board with an updated list of its elected officers, job stewards and any other official representatives. This list shall be kept current by the Union at all times.

An employee on leave of absence for any reason, with or without pay, shall notify his/her supervisor on resuming normal duties.
9.03 Maternity/Parental Leave

A pregnant employee who elects to request Maternity/Parental Leave shall provide the Human Resources Manager with a medical certificate from a duly qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided not later than three (3) months prior to the estimated date of birth.

An employee who has been granted Maternity/Parental Leave shall notify the Human Resources Division at least four (4) weeks before she intends to return to work.

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 indicated she intends to return to work with a certificate from a medical practitioner stating that the employee is able to resume work.

An employee shall be entitled to Maternity/Parental Leave, without pay, from the date of separation from employment, but for not more than a maximum period of twelve (12) months from the date of commencement of Maternity/Parental Leave.

Where Maternity/Parental Leave is taken, the Board shall pay both the employee's share and the Board's share of the cost of premiums for all benefits except superannuation to which the employee is entitled for each month of said leave. The Board shall continue to pay its share of superannuation contributions provided the employee elects to continue to pay her share of contributions. Maternity/Parental Leave is considered service for the purpose of earning vacation, vacation pay, pension (if so desired by the employee), medical or other plan beneficial to the employee.

An employee on Maternity/Parental Leave shall not be entitled to sick leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.

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 disability certificate duly completed by her attending physician to the Board. Sick leave paid under these circumstances shall not be regarded as Maternity Leave or as an extension of it.

An employee shall be entitled to Parental Leave, without pay, and without the loss of seniority, for a maximum period of twelve (12) months.
9.04 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 Board with as much advance notice as possible. The employee shall continue in receipt of 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 it is 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.

9.05 Leave of Absence

Leave of absence shall be granted on the basis of maintenance priorities in the Vancouver school system and by mutual agreement. For leave of six (6) months or more, the request for leave must be received in writing by the supervisor at least thirty (30) days in advance of the first day of the leave. This provision may be waived if there are extenuating circumstances.

Absence for reasons other than those recited above shall be considered personal and no employee shall be absent from duty without permission. Such absence shall be without pay or benefits unless otherwise authorized.

Employee’s granted leave without pay shall have the option of maintaining benefit coverage during the leave by prepaying all benefit premiums, including union dues, for both the Board’s and employee’s share. Leaves may be provided for up to one (1) year providing the time and duration of the leave are acceptable to the Board.

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

For leaves up to and including six (6) months, the employee will retain a right to a job in his/her previous classification.

For leaves of six (6) months to one (1) year, the employee will retain the right to a job. Such leave shall require an adjustment to entitlement for vacation, statutory holidays, etc.
9.06 **Compulsory Quarantine**

Wages for time lost due to compulsory quarantine shall be paid to permanent employees covered by this agreement when certified by a medical doctor. Wages will be maintained until the employee qualifies for weekly indemnity (or such other plan as may be agreed to by the parties).

The Board agrees that its official policy on leave of absence to stand for election to public office shall be extended to members of C.U.P.E. Local 407 and such policy shall be put in writing to the Secretary-Treasurer of C.U.P.E. Local 407 with a copy to the President as and when such policy is approved by the Board or is changed or is amended by the Board in future.

10. **LAYOFF, SEVERANCE & RECALL**

10.01 **Notice Required**

An employer shall not terminate an employee without giving the employee, in writing, at least two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months, and after the completion of a period of employment of three (3) consecutive years, one additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.

10.02 **Lay-offs - Permanent Employee**

Both parties recognize that job security shall increase in proportion to length of service. When a lay-off is required, employees will be laid off in reverse order of seniority, subject to the employee being capable of fulfilling the requirements of the work. If an employee is by-passed for layoff due to specialized training or skills, which can be provided in-service, the more senior person shall be offered the option to take the in-service training and assume the position.

Nothing in this Article will prevent the Board from approaching senior members of Local 407, with the option to be laid off out of seniority order. If both employee and Board agree such lay-off shall be allowed.

Employees appointed to the permanent staff who are laid off due to lack of work shall be given preference in rehiring, subject to the following conditions:

That the employee is capable of performing the work which may be available.

It is the responsibility of the former employee to provide the employer with current and accurate contact information (address and telephone number) in order to be reached for re-hiring under this clause.

Notwithstanding any of the provisions of this Agreement, a former employee shall have no preferential right to re-employment or to fringe benefits after a period of one (1) year from the date on which he/she was laid off.

Employees who have retired and who return for temporary work, are not entitled to any
fringe benefits, except those required by law.

10.03 General

The Board agrees that where a lay-off is necessary, the Union shall receive twenty (20) working days notice of such lay-off and shall be provided with a list of the proposed lay-off, which provision does not apply in cases of emergency created by inclement weather or an act of God. These provisions apply only to Permanent Employees.

No Permanent Employee may be terminated while on Workers' Compensation or while in receipt of sick leave.

10.04 Recall Procedure

Permanent employees shall be recalled in the order of their seniority provided they are capable of performing the work which is available and respond in accordance with this Article.

Employees who are eligible for work, who are not presently employed, shall be advised at the last address on record to report to work when required. Failure to report for work within two (2) working days on receipt of such notice, which shall be confirmed by double registered mail, shall mean that such employee has no further rights, excepting the Grievance Procedure, under this Collective Agreement. Exceptions may be made through sickness or other just cause provided such employee notifies the appropriate department head immediately upon receipt of such notice.

10.05 No New Employees

New employees shall not be hired until those permanent employees on temporary lay-off, who are capable of performing the work available and who have responded in accordance with Article 10.04 have been given an opportunity of recall.

10.06 Service Severance Pay

A regular employee who is laid off is entitled to choose severance pay at any time within sixty (60) calendar days from the effective date of lay-off. Upon acceptance of severance pay all rights under this Agreement are terminated. An employee on temporary lay-off and not recalled before loss of recall rights in accordance with Article 10.02 shall automatically be paid severance pay within one (1) week of loss of recall rights.

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, as set out in the seniority list prepared by the Board and approved by the Union. An employee who receives severance pay pursuant to this clause and who may subsequently be rehired by the Board shall retain any severance payment. The years of service for such employee shall begin from the date of rehire.

Severance pay is limited to five per cent (5%) per year of gross wages up to one (1)
year's current pay.

10.07 Contracting Out

No Permanent Employee shall be laid off solely because of contracting out. Moreover no permanent employee shall be laid off solely because of a variance of a certificate in bargaining authority or because of a new classification of employee included in any agreement between the Board and any other Union.

The Board agrees to provide a seniority list of employees which shall be used for hiring and lay-offs, as prescribed in Article 10.02.

All applications from school committees, neighbourhood groups, or others having received external funds to improve the school or playground in areas where such work would normally be performed by members of the Union if such work were financed entirely by the Vancouver School Board, shall be advised 30 days prior to the commencement of work in writing to the Union during a regular Labour-Management Committee meeting, or at a special meeting convened for the purpose, prior to the Board authorizing such work to begin on its premises or grounds.

11. GRIEVANCE PROCEDURE

Any difference arising between the parties covered by this Agreement relating to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable shall be resolved, without stoppage of work, in accordance with the following procedure:

Stage 1: An attempt to settle the difference shall be made by the employee, alone or with any other person the employee chooses, and by the employee’s supervisor. This stage shall be started and completed within five (5) days from the occurrence of the matter giving rise to the difference.

Stage 2: If settlement is not reached in Stage 1, the difference may be referred by the grieving party to the appropriate department head and the Union Grievance committee who shall endeavour to settle it. This shall not exceed five (5) working days.

Stage 3: If settlement is not reached in Stage 2, the difference may be referred by the grieving party to the Superintendent of Schools or his/her delegate and to the Union’s National Representative or some other representative as determined by the Local Union, who shall endeavour to settle it. If such reference is made, the grieving party shall present to them a statement in writing of what it considers the grievance to be. This stage shall not exceed ten (10) working days.
11.01 Summary of Facts

A detailed summary of facts shall be recorded in writing by each party immediately following the completion of Stage 3. Each party shall exchange with the other its written summary of the facts for the record. Should either party disagree with the summary of facts of the other party, such disagreement shall be brought to the immediate attention of the other party. The parties shall attempt to reach consensus, however, failing to do so shall not restrict either party from proceeding to arbitration nor restrict either party from bringing forward new information to the arbitration hearing.

11.02 Arbitration Stage

If settlement is not reached in Stage 3, the difference may be referred by the grieving party to arbitration for final and binding settlement. If such a reference is made, the parties shall agree on a single arbitrator, or should the parties fail to appoint an arbitrator within seven (7) days, either party may request the Minister of Labour to make the appointment. The arbitrator shall hear and determine the difference, and shall issue a decision that is final and binding upon the parties and upon any employee affected by it within fifteen (15) workings day from the date of his/her appointment.

11.03 Advancement of Grievance

The party to the Agreement responsible for advancing the grievance to each succeeding stage shall do so by notifying the other party in writing, not later than three (3) working days from the expiration of the previous stage. The succeeding stage shall commence the day following the receipt of such notice. If such notice is not given, the grievance shall be deemed to be abandoned and all recourse to the Grievance Procedure shall be at an end.

11.04 Extensions

 Extensions of the time periods in the stages or in the rendering of the decisions of the arbitrator shall be made only by agreement of the parties in writing.

11.05 Attendance

At any step of the Grievance Procedure the grievor shall have the right to be present and shall be granted leave of absence with pay. Persons other than those provided in the above provisions may be present at the request of and at the expense of the requesting party.

11.06 Discipline

When an employee is called to meet with a supervisor for the purpose of discipline, that supervisor shall notify the said employee that he/she may have a Shop Steward present and in the event that the employee does so request, the meeting shall be postponed until an appropriate time when a Shop Steward is available and present to hear the disciplinary action.
11.07 Dismissal, etc.

Any employee bound by this Agreement who alleges wrongful dismissal, discipline or suspension shall be entitled to have such grievance settled in accordance with the Grievance Procedure set forth above. If such employee is found by the Board of Arbitration to have been dismissed, disciplined, or suspended for other than proper cause, then such Arbitration Board shall direct the Board or make an order in accordance with the provisions of the Labour Relations Code of B.C. An employee who is reinstated by the arbitrator shall be entitled to reinstatement with seniority, wages, and other benefits under this contract.

11.08 Lay-off and Recall Grievance

Grievances concerning lay-offs and recalls may be initiated at the arbitration stage of the Grievance Procedure by either party.

11.09 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Stage 1 and Stage 2 may be by-passed.

12. TECHNOLOGICAL CHANGE

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

Where the Board introduces, or intends to introduce, a technological change that:

(a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and

(b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 11.02 of this Collective Agreement, by-passing all other steps in the Grievance Procedure.

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

(a) shall inform the Minister of Labour of its findings; and

(b) may then or later make any one or more the following orders:

(i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
(ii) that the Board will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;

(iii) that the Board reinstate any employee displaced by reason of the technological change;

(iv) that the Board pay to that employee such compensation with respect to his/her displacement as the Arbitration Board considers reasonable.

(v) that the matter be referred to the Labour Relations Board (Labour Relations Code of British Columbia).

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

(a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and

(b) alters significantly the basis upon which the Collective Agreement was negotiated.

13. GENERAL PROVISIONS

13.01 Minimum Retirement Age

The last day of the month in which the employees' fifty-fifth (55th) birthday occurs or the employee completes twenty (20) years of pensionable service. Employees shall notify the Board thirty (30) days in advance of their retirement.

13.02 Employment Standards Act

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 including:

13.03 General Changes

The Board agrees that where practicable, any reports or recommendations about to be made to the Board dealing with matters of general policy, wages and general working conditions covered by this Agreement, shall be communicated to the Union at such an interval before they are dealt with by the Board so as to afford the Union a reasonable opportunity of not less than ten (10) working days to consider them and, if thought necessary, of protesting them when they are dealt with by the Board.

The Board agrees that the rate for any new position created by the Board shall be referred to the Union and negotiated between the parties. A rate shall be set by the Board which rate shall be subject to revision, retroactive to the date of implementation if the rate is changed through negotiations. The parties agree that if the rate cannot be established by negotiations it may be referred to arbitration as provided in Article 11
13.04 Sexual Harassment

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationship or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

(a) Unnecessary touching or patting;
(b) Suggestive remarks or other verbal abuse;
(c) Leering at a person's body;
(d) Compromising invitations;
(e) Demands for sexual favours

The Board agrees to develop, jointly with the Union, a policy against sexual harassment and make all personnel aware that violations of the policy shall be subject to disciplinary action. The Board also agrees to include the subject to sexual harassment in staff or management training sessions.

Cases of sexual harassment shall be eligible to be processed as grievances.

Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

The Board and the Union recognize the right of employees to work in an environment free of violence and/or harassment.

The Board and the Union recognize that it is their joint responsibility to maintain a harassment-free workplace.

13.05 Access to Personnel Files

An employee may, on written application to the Human Resources Division, have access to and review his/her personnel file. The file will be made available to the employee at a time convenient to the Human Resources Division and not necessarily during the employee's working hours. An employee may respond, in writing, to any report in his/her file, and any such response will be entered in the employee's file.

The Board agrees that all correspondence to the C.U.P.E. local shall be mailed to an address to be provided by the Local on an annual basis.
13.06 **Employee Training**

The Board shall pay the cost of an academic or technical course which is directly related to the employee's work and which has been approved by the Board on the basis of one hundred per cent (100%) of the cost on successful completion of the course. Courses indirectly related to the employee's position may be approved at a lower level (normally fifty per cent [50%]). In the event that an employee's application for approval is denied, the Board shall explain the reasons to the employee in writing.

Where an additional certificate or license is required by the Board for an individual in his/her present job, the Board will pay the costs associated with obtaining it.

For the purposes of providing on the job training to junior personnel, the Board may, with prior notification to the Union, place junior personnel in supervisory positions (e.g. charge hand positions). Except as otherwise agreed by the parties, such training will be for a maximum of five (5) working days and one (1) occasion per calendar year for each such employee.

13.07 **Air Brake Training**

It is understood by both parties that should the Board purchase trucks with air brakes, truck drivers and mechanics presently in service shall receive training on air brakes at the expense of the Board.

In the event that a truck is purchased which has air brakes or is a 'tandem' truck, a new rate shall be negotiated for the driver of such vehicle.

13.08 **Trainer/Operator for Road Vehicles**

The person must hold a Class 3 License with air brakes permit and be suitably qualified as to ability and personality.

The successful applicant would receive instructor's training in a Driver Training Course at the Board's expense.

13.09 **CIE Courses**

Employees may register in and shall have course fee waived for any Vancouver School Board courses provided that:

(a) employees take such courses on their own time:
(b) no fee-paying student is displaced:
(c) an application form is submitted and approved in advance of registration.

Application forms may be obtained from and forwarded for approval to the Human Resources Division
13.10 Labour-Management Committee

A Labour-Management Committee shall be established consisting of three (3) members appointed by the Union and three (3) members appointed by the Board. The parties may be represented from time to time by additional persons as expert witnesses but only by mutual agreement prior to the meeting.

A chairperson and a secretary shall be appointed by mutual agreement which positions shall be alternated every six (6) months so that a Union member shall serve as chairperson while a Board member shall serve as secretary and vice versa.

The Labour-Management Committee shall meet regularly on the first Tuesday of alternate months. A meeting may be cancelled or rescheduled by mutual agreement on two (2) working days notice.

The Labour-Management Committee may be called at other times to discuss issues or emergencies arising which, in the opinion of both parties, cannot be left in abeyance until the next regular meeting. The terms of reference for the Labour-Management Committee are as follows:

(a) To discuss working conditions, changes in working conditions, changes in equipment, installations of new equipment, introduction of new procedures, etc., that are not specifically covered by the Collective Agreement.

(b) To discuss problems of contractual relationships; for example, "dirty money" and refer them to the formal or informal Grievance Procedure as required.

The Grievance Procedure shall in no way be prejudiced by the term of reference to the Labour-Management Committee.

An agenda shall be submitted twenty-four (24) hours before each meeting. Union members of this Committee may leave work for two (2) hours prior without loss of pay on the day of the meeting to prepare for it.

13.11 School Board Health and Safety Committee

The Union shall be represented on the School Board Health and Safety Committee by two (2) representatives appointed by the Union. Meetings may be held upon the request of either party and minutes shall be kept and copies of such minutes shall be sent to the Union and the Board.

13.12 Printing of Agreement

Printing of the Collective Agreement shall be done in the Vancouver School Board Printing Department within sixty (60) days of the signing of a new Collective Agreement.
13.13 **Complaints Against an Employee**

Complaints made 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. Only complaints which have been placed on an employee's record file and which have been brought to the employee's notice in writing may be produced as evidence at an arbitration or grievance hearing. It is understood that this provision dates from the signing of this Agreement and that complaints predating this Agreement may be produced as evidence at an arbitration or grievance provided copies of such complaints are sent to the employee prior to the arbitration or grievance hearing. In addition any letters of recall, lay-off or termination addressed to a Union member shall be copied to the Union.

The Board agrees that any documents of an adverse nature placed on an employee's file shall remain on that file for not less than six (6) months and not more than forty-eight (48) months depending on the gravity of the reason for the document. The Board shall, therefore, state on each such document the period for which it shall remain on the personnel file of the employee and that employee and the Union shall be so informed.

13.14 **Payment of Wages**

All employees in the bargaining unit will have wages deposited directly into the financial institution of their choice. Upon presentation of satisfactory evidence, the Board will compensate any individual who suffers a financial loss due to an error in transfer.

In the event the direct transfer of an employee's wages is not transacted on the due date, on the next business day the employee shall be issued a cheque from the Board equal to the full amount of net pay owing to the employee for that pay period. This will occur only if the employee's wages are not yet deposited, or if the financial institution is closed on that business day. Any resulting adjustments will be made on the next pay day.

Annual employee benefit statement - Annually, from 1979, the Board shall provide each employee with an employee benefit statement which shall outline, in simple concise terms, the details of all employee benefits, including sick leave, group life insurance, extended health and dental insurance, income maintenance, pension and all statutory benefits and plans applicable to an employee during the calendar year. Said statement shall be issued no later than March 31 in any calendar year.
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 hand of its proper officers duly authorized in that behalf as of the day and year first above written.

SIGNED, SEALED AND DELIVERED BY UNION, in the presence of

Brent Boyd
President
Charleen Derzak
Recording Secretary

Date

March 23, 2015

SEALED WITH THE SEAL OF THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 39 (VANCOUVER) and signed by

Christopher Richardson
Chairperson
Rick Krowchuk
Secretary-Treasurer
### Schedule of wage rates - Hourly rates CUPE 407

<table>
<thead>
<tr>
<th>Class</th>
<th>July 01, 2014</th>
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<th>July 01, 2016****</th>
<th>May 01, 2017****</th>
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<td>$32.81</td>
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* Rate when so employed  
** Charge Hand on Gardener rate, not other rates  
*** Employee in this category are entitled to an additional 1% wages or Extended Health Benefit  
**** Any Economic Stability Dividend (ESD) calculation made in accordance with Appendix A of the Provincial Framework Agreement will be applied as a percentage increase on the current collective agreement wage rates. All future wage increases will be based on the new revised wage rate with ESD.
July 1, 2014 – June 30, 2019
Schedule of wage rates - Hourly rates CUPE 407

<table>
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<tr>
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<td>$27.97</td>
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* Rate when so employed
** Charge Hand on Gardener rate, not other rates
*** Employee in this category are entitled to an additional 1% wages or Extended Health Benefit
**** Any Economic Stability Dividend (ESD) calculation made in accordance with Appendix A of the Provincial Framework Agreement will be applied as a percentage increase on the current collective agreement wage rates. All future wage increases will be based on the new revised wage rate with ESD.
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<th>PREMIUM PAY (Per Hour) – ALL EMPLOYEES QUALIFY</th>
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<tr>
<td>a Hazard Premium</td>
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<td>b Dirty Work Premium</td>
<td>1.5%</td>
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<tr>
<td>c Hazard/Dirty Work</td>
<td>2.25%</td>
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<td>d Charge Hand 1</td>
<td>10% per hour above regular rate</td>
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<td>e Charge Hand 2</td>
<td>15% per hour above regular rate</td>
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<td>f Truck Driver/Operator Premium will be paid when employee is towing as well as operating equipment and shall receive 2.75% of Truck Driver 1 rate, or the regular rate if greater than Truck Driver 1 rate</td>
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<td>g Pesticide Control Operator (Back up)</td>
<td>5% above own rate</td>
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<td>h Shift Work Premium</td>
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Hazard/Dirty Work Premium to be paid to employees while using pesticides with protective clothing.

The Drapery Trainee shall receive the rate of pay as Truck Driver when required to drive the truck in accordance with the duties as Drapery Trainee.
Letter of Understanding # 1

Apprenticeship Agreement

It is understood that the Apprenticeship Program is an evolving, educational program. A person entering an apprenticeship is entering a "Tri-Partnership" between the Apprentices, The Vancouver Board of Education (the Board) and The Canadian Union of Public Employees Local 407 (the Union). Efforts will be made by all parties to ensure that the Apprenticeship Program remains a viable educational entity.

1. Apprenticeship General Provisions

(a) Apprenticeship programs covered by this agreement may be in the areas of Landscape Horticulture, Mechanical and Floor Layer. Sub-categories of these Trades will be considered as required. Other trades areas may be included.

(b) All Journeypersons must hold a Certificate of Apprenticeship or equivalent in his/her applicable trade.

(c) The ratio between Apprentices and Journeypersons can be up to but shall not exceed 1:1

(d) All vacancies for apprenticeship positions must be posted in accordance with provision Article 5.02 of the Agreement.

(e) Apprentices shall be bound by all positions of the Agreement except as altered by this agreement.

(f) The Board will ensure that the apprentices will be given the necessary on-the-job practical training. CUPE Local 407 journey employees will participate in on-the-job training.

(g) CUPE Local 407 journey employees will participate in providing feedback to the appropriate Supervisor on the progress of the apprentices.

(h) Apprenticeship consideration will be available to both permanent and casual employees equally, as well as others not currently employed with the Board. First consideration will be given to internal applications prior to any external considerations.

(i) Apprenticeship selection will be made on the basis of Article 2.02 of the Agreement by the appropriate Supervisor.

(j) The hours of work for an apprentice shall be the same as the journeyperson with whom he/she is working.

(k) Apprentices shall perform work under the direction of a journeyperson.

(l) The first six (6) months of the term of the apprenticeship shall be a probationary period.

(m) Apprentices shall not be required to perform any work not related to the trade in which they are indentured pursuant to Article 6.06 (Snow Clearing) of the Agreement or in
the event of disaster clean-up where journeypersons are likewise assigned. (i.e. flood, fire, earthquake etc.)

(n) An apprentice shall be required to attend annual classroom schooling pertaining to his/her trade. The apprentice will responsible for all costs associated with his/her annual classroom schooling.

(o) Article 13.06 will apply to all apprentices for only supplementary courses, Tickets or Certificates

(p) Any apprentice who is required to leave his/her annual classroom schooling through no fault of his/her own shall have the schooling rescheduled at the earliest possible schooling period.

(q) In cases of failure on the part of the apprentice to fulfill his/her annual classroom schooling attendance, the Board shall have the authority to suspend or terminate his/her apprenticeship. Suspension of apprenticeship shall be no longer than six (6) months.

(r) If an apprentice fails a term of annual classroom schooling the Board will have the authority to suspend or terminate his/her apprenticeship. Suspension of apprenticeship shall be no longer than six (6) months.

(s) When an apprentice is absent from work due to sickness or injury, the Board will extend the apprentice's contract an equal period of time.

2. Permanent Employee Apprentice

(a) If a permanent employee who enters into an apprenticeship fails to complete the probationary period for any reason he/she will return to his/her previous posted position.

(b) The pay rate for permanent employee apprentices shall be their posted time sheet rate or the percentage of journeyperson's rate as listed in Table 1; whichever is greater.

(c) Permanent apprentices shall be paid at his/her timesheet rate while attending annual classroom schooling.

(d) A permanent employee who successfully completes an apprenticeship will be offered six (6) months work as a journey tradesperson at the journey trades rate. During this six (6) month period he/she may apply for any vacancy for journey position that is posted. At the completion of the six (6) months, if no journey positions have been posted the employee will return to his/her previous position held before the apprenticeship.

3. Casual Employee Apprentice

(a) All casual apprentices are to be placed on the casual seniority list.

(b) Casual apprentices only will not trigger the ten (10) continuous month’s provision of Article 2.04 of the Agreement.
(c) If a casual employee who enters into an apprenticeship fails to complete the probationary period for any reason he/she will return to the status of casual employee.

(d) The pay rate for casual apprentices shall be no less than the casual labourer rate or percentage of journeyperson's rate as listed in Table 1; whichever is greater.

(e) Being a casual apprentice does not preclude that person from obtaining permanent employee status as outlined in the Agreement. If the apprentice wishes to continue in their apprenticeship the permanent position applied for must be a. The apprentice will then be placed on the permanent seniority list and entitled to all benefits of the Agreement. The rate of pay will then be changed to the permanent rate or percentage of journeyperson's rate as listed in this agreement; whichever is greater.

(f) Casual apprentices shall receive four (4%) percent of the employee’s gross pay, which will be accumulated and must be taken in days within the calendar year for which it is earned.

(g) To provide for the period a casual apprentice is absent for his/her annual classroom schooling, the Board will apply to register a Sub plan.

(h) The Union will provide a two hundred and fifty dollar ($250.00) bursary prior to lay-off to a casual apprentice that is required to enter a sub plan for annual classroom schooling.

(i) The Board will provide an amount of seven hundred and fifty dollar ($750.00) as a top up to a casual employee who is in receipt of Employment Insurance benefits under the established sub plan, for annual classroom schooling.

(j) Casual apprentices will not lose casual seniority while attending annual classroom schooling.

(k) A casual employee who successfully completed an apprenticeship will be offered six (6) months work as a journey tradesperson at the journey trades rate. During this six (6) month period he/she may apply for any vacancy for journey position that is posted. At the completion of the six (6) months, if no journey positions have been posted, the employee will return to the casual employee list.

(l) An apprentice whose status has changed from casual to permanent during his/her apprenticeship will be offered six (6) months work as a journey trades person at the journey trades rate. During this six (6) months period he/she may apply for vacancy for journey position that is posted. At the completion of the six (6) months, if no journey positions have been posted he/she will become a labourer.

4. Secondary Student Apprentice

(a) The use of Secondary Student Apprentices shall be by mutual agreement on each occasion.
(b) Secondary Student Apprentices shall be Union members and pay Union dues. Provisions of this agreement shall apply but no provisions of the Collective Agreement shall apply to the Secondary Student Apprentice.

(c) Secondary student apprentices shall be paid fifty percent (50%) of the applicable journey trade rate.

(d) Secondary students will be eligible for the apprenticeship during their grade 11 and grade 12 years. Eligibility will end with completion of grade 12 or no later than the last working day of August of their 12 year.

(e) Work schedules will be arranged with and approved in advance by the appropriate Department. The Department will endeavour to accommodate secondary student apprentices but cannot guarantee that suitable work or work schedules will be available.

In cases of failure on the part of any apprentice to fulfill his/her obligations in respect of school attendance, the Board, subject always to the Grievance Procedure contained in the Collective Agreement, shall have the authority to recommend to the Apprenticeship Branch of the Department of Labour, British Columbia, that it suspend or revoke his/her agreement, and shall notify the Union of the violation for disciplinary action.

This agreement may be revised from time to time as necessary, due to changes in the apprenticeship program structure. Any revisions to the agreement will be agreed to by the joint Labour Management Committee.

Rates

Four (4) Year Program
25th – 30th month 70% of Journeyperson rate
31st – 36th month 75% of Journeyperson rate
37th – 42nd month 80% of Journeyperson rate
43rd – 48th month 90% of Journeyperson rate

Three (3) Year Program
18th – 21st month 70% of Journeyperson rate
22nd – 26th month 75% of Journeyperson rate
27th – 31st month 80% of Journeyperson rate
32nd – 36th month 90% of Journeyperson rate

Dated at Vancouver, B.C. on February 9, 2012

Brent Boyd
CUPE Local 407

Joann Horsley-Holwill
Vancouver Board of Education

Charlene Derzak
CUPE Local 407

Doug McClary
Vancouver Board of Education
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Appendix A

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 407.

"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 January 01 to December 31.

"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.
"Self-Funded Leave of Absence Plan application® means the application on page 59.

"Participant" means an eligible employee who has completed a Self-Funded Leave of Absence Plan 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 complete the Self-Funded Leave of Absence Plan application (on page 59) and submit it 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 Self-Funded Leave of Absence application 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 invested and reinvested by the Board in investments offered from time to time by an eligible investor. The committee shall choose such eligible investor and in making such determination the Board and members of the committee 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 on each December 31 to the participant.

Reporting to Participants

3.5 The Board shall make an annual report to each participant as to the deferred compensation amount. The annual report shall be made no later than July 31 of each year while the participant participates in the plan.

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 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 in 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 Not withstanding the date shown in paragraph 2 of the Self-Funded Leave of Absence application 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 Board will bear the administrative expenses of the plan. (Except a monthly charge which is currently set at $2.00 for each participant.)

7.2 The matters of the makeup of the committee, 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.
VANCOUVER SCHOOL BOARD SELF-FUNDED LEAVE OF ABSENCE PLAN

Name: ___________________________  School District #: 39
Address: _________________________  Social Insurance #: ____________
Postal Code: _____________________  VanCity A/C#, if any: ____________
Telephone: _______________________

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

1. Enrolment Date

   My enrolment in the plan shall become effective commencing ____________________________, 20__. 

2. Number of Years of Participation

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

3. Period of Leave

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

4. Funding of Leave of Absence

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

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

5. Return to Employment

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

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

☐ Deposit into my VanCity A/C #  ☐ Mail to address as above
Dated ___________________________  Employee's Signature

AGREED TO BY THE BOARD

Date ___________________________
MEMORANDUM OF SETTLEMENT
"Memorandum"

Between

BOARD OF EDUCATION for SCHOOL DISTRICT #39
(Vancouver)
"Employer"

And

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 407
"Union"

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

Continuing Provisions of the Current Collective Agreement

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2014 will be incorporated in their entirety into the revised collective agreement between the parties.

Effective Date

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

Changes to the Revised Collective Agreement

The July 1, 2012 – June 30, 2014 Collective Agreement will continue in force and effect until June 30, 2014 except as modified by the following:
Appendix “A” – Local Memorandum of Agreement between the Board of Education for School District #39 [Vancouver] and the Canadian Union of Public Employees Local 407, dated October 02, 2014 which sets out all other agreed changes to the Collective Agreement.


These changes shall be included in the 2014 – 2019 Collective Agreement.

Ratification

This memorandum is subject to ratification by the Board of Education for School District #39[Vancouver], the BC Public School Employers’ Association and the membership of CUPE Local 407.

AGREEED ___October 02__________, 2014

Board of Education for School District #39  

CUPE Local 407

__________________________  

__________________________

__________________________

__________________________
Appendix "A"

Local Memorandum of Agreement
between
the Board of Education for School District #39 [Vancouver]
and
the Canadian Union of Public Employees Local 407

The parties hereby agree to the following amendments to the 2012-2014 Collective Agreement:

Each signed off item is attached for reference.

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Dated the 02 of October, 2014

------------------------------------------------------------
School District #39 (Vancouver)  
CUPE Local 407
Appendix "B".

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

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

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions who are members of the K-12 Presidents' Council and Boards of Education.

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

1. Term

July 1, 2014 to June 30, 2019.

2. Wage Increases

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

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

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

3. Employee Support Grant

BCPSEA, the Unions and the Government agree to the principle that support staff union members who have lost wages as a result of not crossing lawful picket lines during full days of the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix B.
4. **Benefits Standardization**

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

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

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

a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs

b) a study of the potential for regionalization of wages

c) an exploration of the potential for a standardized extended health and dental benefit plan

d) recommendations to address issues associated with hours of work and service delivery

e) a review of practices in districts having modified school calendars and the resulting impact on support staff

f) skills enhancement for support staff

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

6. **Education Assistants Committee**

a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.

b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.

c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.
d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.

e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.

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

7. Learning Improvement Fund – Support Staff

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

a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.

b) In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.

c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.

d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA’s in circumstances of changing enrollment throughout the school year.

e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA’s are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.

f) SSEAC will receive the jointly agreed plans from school districts and locals.

g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.

h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.
i) If permitted by legislation and regulation, a one-time allocation of $2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.

8. **PEBT**

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

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

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

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

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

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

9. **Shared Services**

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

10. **Demographic, Classification and Wage Information**

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

11. **Standardized Job Evaluation Study**

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

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

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

12. Job Evaluation Fund

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

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

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

13. Provincial Bargaining

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

14. Unpaid Work

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

15. Workload Concerns

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

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

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

Dated this 7th day of June, 2014.

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

K-12 Presidents' Council and Support Staff Unions

BC Public School Employers' Association & Boards of Education

[Original signed by Bargaining Committees]
APPENDIX A

LETTER OF AGREEMENT

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

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

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


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

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

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

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

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

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

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

   (i) February Budget – Forecast GDP for the upcoming calendar year;
   (ii) November of the following calendar year – Real GDP published for the previous calendar year;
   (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
   (iv) Advice from the PSEC Secretariat to employers’ associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

And:

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

Re: Employee Support Grant for May/June 2014

1. BCPSEA, the Unions and the Government agree that employees covered by collective agreements between Boards of Education and the Unions may recover wages lost as a result of legal strike activity by the BC Teachers’ Federation ("BCTF") or lockout by BCPSEA during May and June 2014 as set out in this letter.

2. Subject to the terms of this Letter:

(a) Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.

(b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.

(c) If the joint committee is unable to resolve the employee’s claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.
Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]  
Marsolais

__________________________
BCPSEA

__________________________
K-12 Presidents' Council

[Original signed by Paige MacFarlane]

__________________________
Ministry of Education on behalf of Her Majesty in Right of the Province of BC
Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

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

And:

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

Re: Employee Support Grant for after June 30, 2014

1. This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may be entitled to recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA after June 30, 2014.

2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.

3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.

4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.

5. If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

6. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.
Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro] [Original signed by Marcel Marsolais]

BCPSEA K-12 Presidents' Council

[Original signed by Paige MacFarlane]

Ministry of Education on behalf of Her Majesty in Right of the Province of BC
Provincial Support Staff Extended Health Benefit Plan

TERMS OF REFERENCE
BETWEEN:
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS’ ASSOCIATION
AND
K-12 PRESIDENTS COUNCIL
Re: Exploration of a Greater Standardization of Benefits Plans

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

Terms of Reference:

1. The committee will consist of no more than 4 members of the K-12 Presidents’ Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10th, 2014.

2. The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.

3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.

4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.

5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.

6. Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.

7. BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of $3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.

8. Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.
9. The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13th, 2014 or a mutually agreed upon day.
APPENDIX D

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

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

RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities

WHEREAS:

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

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

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

THEREFORE:

The parties hereby agree as follows:

1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of $10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.
2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.

3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.

4. This letter replaces the letter between the parties signed December 14th, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]
Marcel Marsolais

BCPSEA

[Original signed by Paige MacFarlane]

Ministry of Education

Support Staff Unions
July 4, 2006

Joe Badali, National Representative
CUPE Regional Office
#500, 4940 Canada Way
Burnaby, B.C.
V5G 4T3

Dear Mr. Badali:

RE: Earned Days Off

This letter is further to our meeting today on July 4, 2006. This meeting was also attended by Joann Horsley-Holwill, Manager Support Staff, Doug Mcclary, Manager, Maintenance and Construction, Akbar Dhanani, Supervisor, Benefits, Mike Potts, President, CUPE Local 407, Bill Oliver CUPE Local 407 and Dan Ovenden, CUPE Local 407.

This is to confirm our discussions today on Earned Days Off (ED). EDO will not be implemented until July 1, 2010.

Yours truly,

Georgina Kosich
Labour Relations Officer

cc: Paul Wlodarczak, Associate Superintendent, Human Resources
Doug Mcclary, Manager, Maintenance and Construction
Joann Horsley-Holwill, Human Resources Manager
Mike Potts, President, CUPE Local 407
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