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SOURCE	Board		
EFF.	93	01	01
TERM.	95	06	30
No. OF EMPLOYEES	650		
NOMBRE D'EMPLOYÉS	810		

chool Board

V.M.R.E.U



1993 January 01 to 1995 June 30

# COLLECTIVE AGREEMENT

JAN 10 1994

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About the Vancouver Board of School Trustees  
1595 West 10th Avenue  
Vancouver, B.C. V6J 1Z8  
Phone: 731-1131 Fax: 731-9013

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

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

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

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

The following **collective** agreement outlines conditions relevant to your employment. Other conditions over and above those negotiated between the Board and the VMREU **are** dictated by Board policy and practices. The Board encourages you to contact your supervisor or the Human Resources Division if you have any questions about the agreement or Board policies.

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

About the Vancouver Municipal and Regional Employees' Union  
545 West **10th** Avenue  
Vancouver, B.C. V5Z 1K9  
Phone: **879-4671** Fax: **879-7582**

The VMREU is the official (certified) Bargaining Agent for workers employed by the Vancouver School Board. In addition, the VMREU represents workers in **17** other publicly or privately operated organizations.

The Union has a Constitution and Bylaws which define your rights and duties as a Union member. **You** can **get** a copy of these documents from the Union Office by phoning **879-4671** and requesting them. If **you** have questions about the Constitution or Bylaws, your Shop Steward or any Executive members should be able to help you.

In our Union, the Membership has the power to make important decisions at Membership Meetings. Those meetings are held monthly on the fourth Wednesday, at 6:00 pm (except for July, August and December). The time and place of the meetings is advertised each month on the front page of the Members' Voice newsletter. At the meetings, we discuss matters that are affecting the Union and vote on important issues. **These** meetings are your opportunity to make your views known and to have your say on the direction and policies **of** the Union.

Between meetings, the Executive Board of **the** Union conducts the business of the Union and prepares materials for the Membership to vote on at the next General Meeting. This volunteer Board is elected at the Annual General Meeting in April of every year.

In addition to the volunteer work done by the Executive and Shop Stewards, the Union also has hired staff: the Business Manager, Staff Representatives, Classification Officers, Office Assistants, and Building Maintenance Staff. These full-time employees carry out much of the work of the Union, directed by the Membership and the Executive. They assist in grievances, process reclassification reviews, produce endless reams of reports and letters, and keep our building clean and usable.

The Union runs on teamwork. The elected representatives and regular members work together with the staff to ensure that the Collective Agreement that we have worked **so hard** to improve is followed, and that working conditions for all our members are maintained.

1993 JANUARY 01 - 1995 JUNE 30

V.S.B./V.M.R.E.U. COLLECTIVE AGREEMENT

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THIS AGREEMENT, effective A.D. 1993 the first day of January.

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 Vancouver Municipal and Regional Employees' Union, of the City of  
Vancouver, in the Province of British Columbia, hereinafter called "The  
Union"

of the second part

whereas the Board is an Employer within the meaning of the Labour Relations Code  
of British Columbia;

and whereas the Union is the bargaining authority for all employees of the Board  
covered by the Union's certification;

and whereas the Parties hereto have carried on collective bargaining under the  
terms of the said Code and have reached agreement as hereinafter expressed;

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

1 A. Term of Agreement

1. This Agreement shall be for a term of thirty (30) months from 1993  
January 1 to 1995 June 30, both dates inclusive. The operation of  
subsection (2) of Section 50 of the Labour Relations Code of British  
Columbia shall be specifically excluded from and shall not be  
applicable to this Agreement.
2. During any period when collective bargaining is being conducted  
between the parties to amend this Collective Agreement, the present  
Collective Agreement shall continue in full force and effect until:
  - (a) The Union commences a lawful strike; or
  - (b) The Board commences a lawful lockout; or
  - (c) The parties enter into a new or amended Collective Agreement.

B. Retroactive Pay

Except as expressly provided, the provisions of this Collective Agreement  
shall be in effect from 1993 July 01 and shall not be retroactive.

Retroactive pay shall be made in accordance with the effective dates  
contained in the signed Memorandum of Agreement in the pay period at the  
end of the month which provides not less than a clear three (3) weeks Of  
lead time to the Payroll Office.

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

15/2  
C. PAY EQUITY

1. Elimination of the pay grades up to and including pay grade 8 effective 1993 January 01.
2. Elimination of steps 1, 2, 3 and 4 of pay grade 9, steps 1, 2 and 3 of pay grade 10, steps 1 and 2 of pay grade 11 and step 1 of pay grade 12 effective 1993 January 01.
3. Elimination of pay grades 9 and 10 effective 1994 January 01.
4. Rolling of pay grades 12 into 13, 14 into 15 and 16 into 17, effective 1994 January 01 with the result that pay grades 12, 14 and 16 are eliminated.
5. Elimination of Step 1 of all pay grades effective 1994 January 01.

An employee on a step which is eliminated, will move to the next higher step in the same pay grade. An employee in a pay grade which is eliminated will move to the next higher pay grade at the same step. The elimination and/or consolidation of pay grades will not be used as a basis for reclassification by any individual or either party.

D. Salary Increase

Each step on the biweekly scale in effect on 1993 June 30 shall be increased by two per cent (2%), with effect from 1993 July 01. Each step on the biweekly scale in effect on 1994 June 30 shall be increased by two per cent (2%), with effect from 1994 July 01.

E. Signing Bonus

A signing bonus of \$250.00 to be paid to all permanent full-time members of the bargaining unit. This amount shall be pro-rated for part-time employees. Temporary employees who have worked more than 560 hours during the 1992/93 school year shall receive a one hundred dollar (\$100.00) signing bonus.

F. Lump Sum Payment for Agency Workers

A lump sum payment of one hundred dollars (\$100.00) to be paid to each permanent full-time employee. This amount shall be pro-rated for part-time employees. Temporary employees who have worked more than 560 hours during the 1992-93 school year shall receive a fifty dollar \$50.00 payment.

G. Definition of School Year

The school year, as defined in the School Act, means a twelve (12) month period commencing July 1 and ending June 30 of the following calendar year. The school year normally begins in September for Term Employees.

2 DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS

The following definitions and coverages shall apply to this Agreement:

A. 1. Permanent Employee

An employee who has been appointed to permanent staff by the Board following up to eighteen (18) working weeks with satisfactory service with the Board.

A Permanent Employee is entitled to all employee benefits provided by the Agreement.

Permanent appointment confirms successful completion of the probationary period and commences entitlement to applicable benefits.

2. Term Employee

An employee classified as Secretary - Elementary School, Clerk Stenographer I and II, Clerk Typist II, Staff Assistant, Educational Researcher, Home and School Worker, Probation Assistant, Substitute Clerk I, II and III, Child Care Worker I and II, Alternative Program Worker, Alternative Program Secretary, Special Education Assistant, Braille Transcriber, Clerk - Admin Computer, Community School Secretary, Interpreter Sign Language, First Nations School Support Worker, Neighbourhood Assistant, Science Assistant, Work Experience Facilitator, and whose appointment is based on days of work as provided in Clauses 6 A. and 6 B.

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

B. Temporary Employee

An employee who is appointed:

1. as a casual from day-to-day; or
2. from a stipulated date to a stipulated date (maximum of ten (10) months); or
3. from a stipulated date for an indefinite period which shall not exceed ten (10) months unless mutually agreed to between the parties to this Agreement,

shall be entitled to 18.2% Of gross earnings in lieu of the following benefits: statutory holidays, annual vacation, sick leave, superannuation, deferred savings, medical plan, extended health, dental plan, group life, gratuity days.

Those employees eligible for and opting to participate in the Pension (Municipal) Plan shall be entitled to 12.2% of gross earnings in lieu of the above noted benefits. excluding superannuation.

DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS (Continued)

B. Temporary Employee (Cont'd)

4. (a) A temporary employee who works twenty (20) hours per week or longer in a continuous period shall after ten (10) working months be entitled to all benefits which accrue to a permanent employee. It is agreed July and August for term employment will not affect continuity of employment for purposes of defining "continuous period." Benefits involving time shall be on a pro rata basis. All such temporary positions shall be reviewed during the ninth month of the ten (10) month period for a decision as to whether the position will continue.
  - (b) Should the decision to continue the position result in the position existing for over eight (8) months from date of inception, then the position shall be posted in accordance with the terms of this agreement. Should a Position which was originally posted as temporary be made permanent it shall be posted in accordance with the terms of this Agreement.
  - (c) A temporary employee who works seventeen and a half (17 1/2) hours per week or longer for a continuous period in the same temporary position and with no interruption of service shall after working greater than twelve (12) months be appointed to permanent staff provided that the conditions of Clause 2 C.3. and 5. have been met. In the event of layoff the provisions of 13 B. shall apply. It is agreed that July and August for term employment will not affect continuity of employment for purposes of defining "continuous period." This provision does not apply to long term temporary employees holding a position for an employee on an approved leave of absence.
5. A student worker is a temporary employee who does work in accordance with the 1985 May class specification.

C. Probationary Employee

1. Probationary Period

- 6/20/90
- (a) New Regular Full-Time Employees shall be placed in a probationary capacity until the completion of up to eighteen (18) working weeks service.
  - (b) Those appointed to positions listed in the schedule attached hereto shall be placed in a probationary capacity until the completion of up to ten (10) months service.

2. Termination During Probationary Period

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

2 DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS (Continued)

C. Probationary Employee (Cont'd)

3. Suitability

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

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

4. Commencement of Benefits Based on Length of Service

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

5. Coverage for Employee Benefits

New Continuing Employees shall provide the Director of Employee Health Services with a medical clearance certificate at their own expense from the medical physician of their choice prior to the completion of the required probationary period.

6. Probationary Period for Temporary Employee

Should a temporary employee work for a continuous period of ten (10) months or more replacing a permanent employee and, with no interruption of service in this position, later be successful for appointment to the permanent position to which he/she has been temporarily assigned, the probation period will be considered to have been served provided that the requirements of Clause 2 C.5. have been met.

7. Temporary Employee Appointment to Permanent Position

A previously temporary employee who is appointed to a permanent position will serve the normal probationary period except as provided in Clause 2 C.6. but will have temporary service credited for the purpose of establishing:

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



DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS (Continued)

C. Probationary Employee (Cont'd)

7. Temporary Employee Appointment to Permanent Position (Cont'd)

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

D. Retirement

1. Retirement Age

The minimum and maximum retirement age shall be sixty (60) and sixty-five (65) years of age respectively in accordance with the Pension (Municipal) Act.

2. Optional Retirement

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

(a) To End of School Year

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

(b) Beyond End of School Year

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

2 DEFINITIONS AND COVERAGE FOR EMPLOYEE BENEFITS (Continued)

D. Retirement (Cont'd)

2. Optional Retirement (Cont'd)

(b) Beyond End of School Year (Cont'd)

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

In the event of lay-off an employee who is over maximum retirement age and who is laid-off under the provisions of Clause 13 B. of this Agreement shall be deemed to have retired and shall not be eligible for severance pay as outlined in Clause 13 B.12.

(c) Group III Employees

Group III\* employees may make application to the Board at least six (6) months prior to reaching retirement age at sixty (60) to exercise an option either to continue in employment or to accept retirement. Such employees shall continue to receive full benefits including superannuation, U.I.C. and group life until such employee reaches the age of sixty-five (65). When such employee reaches sixty-five (65) years the provisions of (a) and (b) above shall then apply.

E. Qualification to Earn Benefits

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

F. Legal or Common-Law Spouse

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

or

2. The employee's partner who is eligible to be qualified as a spouse under the following terms:

a partner who, at the time of the qualification, is publicly maintained and represented as the employee's spouse and has continuously been so maintained and represented for at least the previous twenty-four (24) months.

\* As defined in the Pension (Municipal) Act.

3 UNION SECURITY

A. Condition of Employment

1/3  
All present employees who are members of the Union on 1974 June 1 shall remain members of the Union. All persons who become employed on or after 1974 June 1 shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than the failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

5/1  
B. Contracting Out

No Permanent Employee shall be laid-off solely because of contracting out.

2/1  
C. Dues/Check-off

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

It shall be the responsibility of the Board at the time of documentation to ensure that each employee is given a current copy of the Collective Agreement. All employees shall receive a copy of each new contract.

D. New Employees

1. Shop Steward's Notification

The Human Resources Division shall supply each Shop Steward with the name of each new employee who will be working within the area of the responsibility of the shop Steward at the time of joining the employee to the Board.

2. Orientation of New Members

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

3 UNION SECURITY (Continued)

D. New Employees (Cont'd)

3. Union Bulletin Board

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

E. picket Lines

4  
1. An employee shall not be required to cross a picket line. Any employee determining not to cross shall not be disciplined by the Board other than by loss of pay for the day or days absent due to said picket line, and shall lose any appropriate benefits affected by the length of the absence.

2. Bargaining Unit Work

3  
1 No person other than an employee of the Board covered by the certificate of bargaining authority of the V.M.R.E.U. shall perform bargaining unit work which is performed on a continuing basis. It is agreed, however, that the Board may use the services of a volunteer in a school for the equivalent number of hours to those a volunteer donated in the 1983/84 school year.

Bargaining unit work is work covered by a job description which describes a class title which is listed in the Schedule of Class Titles and Pay Grades of the Collective Agreement.

4 GRIEVANCES

A. Grievance Procedure

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

4 GRIEVANCES (continued)

A. Grievance Procedure (Cont'd)

1. Policy Grievance

Any grievance of a common concern to a group of employees shall be processed in accordance with the following procedure:

- (a) Either party to this Collective Agreement may initiate a policy grievance. The matter shall be commenced at Step III of this procedure by the grieving party identifying the dispute in writing within fifteen (15) days of the occurrence which led to the dispute or within fifteen (15) days of the grieving party becoming aware of the incident.
- (b) If there is no resolution at Step III the remaining steps of the grievance procedure shall be followed.

2. Dismissal or Suspension Grievance

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

3. Procedure

The aggrieved person or persons shall first take up the matter with his/her or their immediate supervisor, or in his/her absence, the department head, division head, or school principal. If the grievance arises from an action of the Human Resources Division or Payroll Department, it may commence at Step II. A grievance shall be commenced within fifteen (15) working days of the date on which the incident giving rise to the grievance occurred, or of the date when he/she or they first became aware of the incident, whichever is later. At the option of the aggrieved person or persons a shop steward or other Union member may be present at the meeting. A Union agent may attend provided notice of two (2) working days has been given to the Human Resources Division so that an official of the Board may also attend if requested by the supervisor, principal or department head.

Step II

If the grievance is not settled in the aforementioned manner within fifteen (15) working days, or if the grievance arises from an action or decision by the Human Resources Division or Payroll Department, it shall be referred to the Personnel Manager or designate.

4 GRIEVANCES (Continued)

A. Grievance Procedure (Cont'd)

3. Procedure (Cont'd)

Step III

If the grievance is not settled in the aforementioned manner within fifteen (15) working days, the matter shall be referred to the Director of Employee Relations or delegate and the Union Business Manager or delegate. A statement in writing of the alleged grievance, its resolution and settlement sought by the Union representative, and a statement in writing of the position relevant to the alleged grievance and settlement offered by the representative of the Board shall be exchanged simultaneously at this meeting if agreement on the matter is not reached.

Step IV

If the grievance is not settled as prescribed in Step III above within fifteen (15) working days, the matter shall be referred to the Superintendent of Schools and the Business Manager of the Union or delegate, each of whom shall be provided with a copy of each of the position papers mentioned above by their own agent. The Superintendent of Schools and the Business Manager of the Union may:

- (a) settle the matter by mutual agreement by telephone and confirmed in writing, or correspondence, or;
- (b) may agree to meet, alone or with others determined by them at the time, to discuss or investigate the matter further in an effort to settle it, or;
- (c) may refer the matter back to the respective parties without reaching an agreement.

If not settled in Step IV above within fifteen (15) working days and/or the matter has been referred back to the parties, either party may choose to refer the matter to a board of arbitration in accordance with Clause 4 C., for the final and conclusive determination.

4. Section 103 Investigation

As provided for in Section 103 of the Labour Relations Code, immediately prior to Step V of the grievance procedure, where a grievable matter arises between the parties and is not resolved by the previous steps, either party may recommend the use of a Section 103 investigator under the following conditions:

- (a) Both parties must concur with the recommendation;
- (b) No legal counsel will be used;

4 GRIEVANCES (Continued)

A. Grievance Procedure (Cont'd)

4. Section 103 Investigation (Cont'd)

- (c) Witnesses will be kept to a minimum;
- (d) An agreed statement of facts will be presented to the investigator;
- (e) The award will be non-binding on the parties, unless mutually agreed at the outset;
- (f) The award will not have precedential value;
- (g) The investigator will convene a hearing within twenty (20) working days of the request, and will issue an award within twenty (20) working days of conclusion of the hearing;
- (h) The parties will make every attempt to conclude the proceedings within one (1) day.

The parties agree that the following investigators will be named and utilized during the life of this agreement:

Mark Thompson  
Vince Ready  
plus one (1) other to be agreed between the parties.

The parties will select the investigator by agreement, or if no agreement is reached, by lot. Any name may be removed upon three (3) months notice, such notice not to interfere with an issue referred to him/her. Additional names may be added by mutual agreement.

B. Time Constraints

1. If the grievance has not been advanced to the next stage under Steps II and III above, within fifteen (15) working days after completion of the preceding stage, and the onus for delay is upon the Union, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.
2. If the fifteen (15) days time limit between steps should be exceeded in the manner described in paragraph 1., above, and the onus for delay is upon the Board, the grievance will be deemed to have succeeded and all appropriate steps to remedy the matter shall be taken forthwith by the Board within the stated resolution sought in the Union Representative's statement provided in Step III above.
3. The onus for advancing the grievance to Step V of this procedure lies with the party who initiated the grievance. Should the grievance not be advanced to Step V within fifteen (15) working days the grievance will be deemed to be abandoned.

4 GRIEVANCES (Continued)

B. Time Constraints (Cont'd)

4. Extensions to any of the time limits contained herein may be agreed upon between the parties only for the most serious of reasons and in the event that mutual agreement cannot be reached to such an extension then 4 B.l. or 2. above shall prevail and the matter is "estopped" in law from any further action by either party or by the grievor.

C. Arbitration

Proceedings under Step V shall be instituted by service by either party upon the other of a written notice to arbitrate. Such notice shall, in the case of a three (3) person board of arbitration, contain the name of the member nominated to the Board, by the party serving notice.

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

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

5 RECLASSIFICATION

A. Classification Overview Committee

The parties shall establish a Classification Overview Committee composed of three (3) representatives from the Vancouver School Board and an equal number from the Union. The role of the Committee shall be limited to the monitoring of trends and changes in Vancouver School Board classifications and classifications in other bargaining units and to report regularly to their respective principals. The Committee will meet regularly as determined by the Committee. Union representatives on the committee, who are Vancouver School Board employees, shall be provided leave with pay to attend Committee meetings and related activities. Substitutes shall be provided by the Board if required. The Board may sponsor training and provide Committee members with paid leave of absence for same as may be recommended by the Committee.



5 RECLASSIFICATION (Continued)

B. Reclassification Request

14  
A request for reclassification (the change of a position from one (1) classification to another or to a new classification) may originate with the employee, the Union or the Board. Such requests detailing the reasons why a change is deemed to be necessary must be made in writing to the Human Resources Division on a form provided for the purpose. Copies of all requests for reclassification submitted by the employee shall be provided to the Union.

Except (1) by mutual agreement of the Union and the Board; or, (2) where a significant change in duties and responsibilities can be demonstrated, a request for reclassification from any source may be rejected by either the Union or the Board if the position has been reviewed and dealt with during the past two (2) year period immediately prior to the date of the request. Should the parties fail to agree on the status of any such request, the matter may be referred for a decision to the arbitrator as provided in Step 1 of the procedure set out herein.

C. Salary Revision - Definition

The employee, the Union or the Board may initiate a request for salary revision to revise the wages attached to any class of position. Such requests detailing the reasons why a change is deemed to be necessary must be made in writing to the Human Resources Division and, except as provided hereafter, shall be dealt with as prescribed in subsection 1. hereof. If as a result of salary revision any changes are to be made which affect more than five per cent (5%) of the employees within the bargaining unit, such changes shall be effective the first day of the next contract year.

D. Extension of Time Constraints

The time constraints contained in this clause may be extended by mutual agreement. Such extensions, however, must be supported by serious argument and either party has the right to refuse an extension of time.

E. Pay Adjustments Resulting from Reclassification and Revaluation

In the event a position (or class of positions) is reclassified downwards, each incumbent of any such position shall be treated at the discretion of the Board in accordance with one (1) or other of the two (2) following methods:

1. The incumbents shall with immediate effect have their rate of pay reduced to the appropriate new level for the class, and shall at the earliest reasonable opportunity following such reduction be paid a lump sum equivalent to fifty-two (52) times the biweekly difference between their former pay rate and their new reduced pay rate; or

5 RECLASSIFICATION (Continued)

E, Pay Adjustments Resulting from Reclassification and Revaluation (Cont'd)

2. For as long as the incumbents continue to occupy any position covered by the Collective Agreement they shall suffer no reduction in their rate of pay by virtue only of a reclassification downwards or a revaluation downwards and shall continue to receive all general pay increases and increments to which they would otherwise have been entitled, provided that at any time during the two (2) years immediately following the date when the position was reclassified or the class in which their position was grouped, was revalued, then notwithstanding such reclassification or revaluation, the Board may unilaterally place such incumbent to any other vacant position for which they are qualified, and which is valued at the same level as their position was formerly valued.

Step 1:

1. All requests for reclassification or salary revision shall be reviewed and the employee and the Union shall be notified in writing of the decision within two (2) months from the date of application. The letters of notification shall contain the reasons for the decision including a full statement of comparisons made, and all applicable data used in applying the Terms of Reference.

Reviews shall be governed by the following terms of reference:

- (a) In reviewing positions comparisons are limited to class specifications and rate of pay contained in the Vancouver School Board system as the first priority or to comparisons with class specifications, or position descriptions or rates of pay currently valid in municipalities or school districts within the Greater Vancouver Regional District.
- (b) Whether or not the duties and responsibilities of the position fall substantially within those contained in the class specifications.
- (c) Whether or not the duties and responsibilities of a position have changed significantly to warrant a new revised classification.
- (d) Whether or not the rate of pay attached to or recommended for a classification or a new classification, or a changed classification, is proper or bears a realistic and acceptable relationship when compared to other positions of equal value or relative value within the guidelines prescribed in Clause (a) of these terms of reference.
- (e) If as a result of a review, any change is to be made, such change shall be effective the nearest biweekly pay date to the date of receipt of the request by the Human Resources Division.

5. RECLASSIFICATION (Continued)

E. Pay Adjustments Resulting from Reclassification and Revaluation (Cont'd)

Step 2: Appeal Process

- (a) In the event the Union is dissatisfied with the decision rendered at step 1 of this procedure, the matter shall be referred to the Personnel Manager or other VSB representative designated by him/her to deal with classification disputes, within sixty (60) days of receipt of the decision at step 1.
- (b) If the dispute is not settled within twenty (20) working days, the Union may refer it to Step III of the grievance procedure within fifteen (15) working days of receipt of the reply from the Board under (a). If agreement is not reached at step III of the grievance procedure, the matter may be referred, within fifteen (15) working days of receipt of the Board's reply, to a single arbitrator whose function shall be to make a final and binding decision within the terms of reference set out in Step 1 hereof. If the arbitrator deems the disputed position does not substantially fall within any class specification, he/she may direct the Board to prepare an appropriate specification encompassing the basis of his/her judgment.

The arbitrator shall be chosen by agreement between the Board and the Union or failing such agreement, within five (5) working days of receipt of notice, the Minister of Labour will be requested to name an arbitrator.

Each party shall pay all its own costs as set out in 4 D. and 10 I.5.

Time Limits

All time limits mentioned in these clauses may be extended by mutual agreement.

(Form attached as an Appendix to this Agreement.)

6 WORKING CONDITIONS

A. Days of Work

1. Work Week

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

2. Term Employee

Term Employees shall work

- (a) (i) all days on which schools are in session for teachers including professional development days between September 1 and June 30; or

6 WORKING CONDITIONS (Continued)

A. Days of work (Cont'd)

2. Term Employee (Cont'd)

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

B. Hours of Work

1. Regular Hours of Work

34  
3500

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

For temporary jobs such as but not limited to Night School Registration Clerks, Night School Attendants, Night School Secretaries, Summer School Secretaries, Half-day Substitutes, the hours of work will be four (4) hours to seven and one-half (7½) hours per day.

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

6 WORKING CONDITIONS (Continued)

B. Hours of Work (Cont'd)

2. Clark Drive Workshop

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

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

The hours of work of the clerical employees of the Maintenance Department at the Clark Drive Workshop shall be as arranged with the Director of Physical Plant, but shall not normally exceed thirty-seven and one-half (37½) hours each week. These employees shall be entitled to a meal period and rest periods as provided in B. 1. hereof.

3. Maintenance of Hours

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

C. Experimental Work Schedule

1. Variation of Work Schedule

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

2. Modified work schedule

Access

Modified work week schedules will be applied where there is a mutual agreement between the Board and the Union to do so. Any question of access to, or removal from (with thirty (30) days notice) such schedules will be first discussed between employees and their supervisor, and with final agreement subject to written acceptance by the Union and the Human Resources Division. Employees or work units which wish to participate in modified work week arrangements should apply in writing to the Human Resources Division and the Union after discussion with their supervisor. Cancellation of such an arrangement will be automatic once notice is given by the Union or the Human Resources Division.

6 WORKING CONDITIONS (Continued)

C. Experimental Work Schedule (Cont'd)

2. Modified work Schedule (Cont'd)

Access (Cont'd)

Operations currently on modified work week schedules include:

Accounting  
Payroll  
Human Resources  
Program Services  
C. & C.E.S.  
Student Services  
Data Entry

Hours of Work

- (a) Employees will work an additional one-half (1/2) hour\* per day on a prescheduled basis. Starting, finishing and lunch times will be arranged with the local supervisor.
- (b) Any time worked beyond the prescheduled one-half (1/2) hour\* will be compensated as overtime. Within the limit of two and one-half (2 1/2)\*\* hours of accumulated time per week, day-to-day flexibility of the accumulating time will be allowed in those areas of positions where it was the practice prior to 1988 January 01.
- (c) Employees will bank the additional time worked. Banked time will be taken off as scheduled by mutual agreement of the employees and the supervisor. Prescheduled days off are preferred.
- (d) An employee who has banked thirty-five (35) hours of time off must take any additional accumulated time off within the tri-weekly period in which it is earned.

\*Fifty (50) minutes per day in data entry section

\*\*Three (3) hours, twenty (20) minutes in data entry section

Administration

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

6 WORKING CONDITIONS (Continued)

C. Experimental Work Schedule (Cont'd)

2. Modified Work Schedule (Cont'd)

Administration (Cont'd)

- (b) By agreement with the local supervisor, the employee may work additional time (within the two and one-half (2 1/2) hour per week maximum) to compensate for such time not earned (e.g., statutory holidays).
- (c) An employee shall not receive "acting in senior capacity" pay when carrying out the duties of a V.M.R.E.U. member absent on a modified work week day off,

Variations

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

3. Irregular Hours

Certain cadre of employees may be required to work irregular hours including, on occasion, a Saturday or Sunday, which exceed those stated in this agreement for other employees because of the nature of their work schedule. It shall be the responsibility of the supervisor assigned to supervise such cadre of employees, together with each employee, to establish a mutually agreeable work schedule which, while flexible, shall not exceed an average of thirty-five (35) hours per calendar week. These employees are currently known as Home and School Workers and First Nations School Support Workers.

D. Overtime

1. Options

- (a) Subject to Clauses 1. (b) and 2. below and subject to Clauses 6 C.1. and 6 C.2., every employee who is required to work overtime shall, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof.
- (b) Overtime is defined as all time worked in excess of the employee's regular hours or days of work EXCEPT as follows:
  - (i) time worked by part-time employees who have requested additional hours as provided in Clause 6 B.1., OR

6 WORKING CONDITIONS (Continued)

D. Overtime (Cont'd)

1. Options (Cont'd)

(b) (ii) time worked by part-time employees in excess of their regular hours provided that they have received at least forty-eight (48) hours of advance notice of assignment and provided that any time worked in excess of seven (7) hours per day or in excess of thirty-five (35) hours per week will be paid as overtime (7.5 hours per day and 37.5 hours per week for Workshop personnel), OR

(iii) time worked by Term Employees on days that school is not in session for teachers as provided in Clause 13 c.2.

(c) Overtime Pay - An employee shall be paid at two (2) times the employee's regular rate of pay for all overtime worked to the nearest one-half (½) hour provided such overtime has been authorized.

(d) Compensating Time Off - An employee who elects to receive compensating time off in lieu of being paid for overtime shall be given compensating time off equivalent to the number of hours which he/she would have been paid for as overtime so worked as provided in (c) above. Provided, however, that if all of the compensating time off has not been used by August 31 of the year next following the year in which such overtime was earned or, prior to leaving the service of the Board for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received.

2. Authorization

All overtime must be authorized by the Superintendent of Schools or the Secretary-Treasurer, or by any person authorized by either of them.

E. Call Out

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

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



*37c, DE*  
Call Out (Cont'd)

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

F. Field Trips

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

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

G. Trial Period on Promotion or Transfer

1. Length of Trial Period

When employees are promoted or transferred to a new position, they shall serve up to an eighteen (18) working week trial period in the new position before being confirmed in the appointment. Time served by the employee in an acting capacity in the position within the previous year prior to promotion or transfer may be counted towards the trial period at the discretion of the Personnel Manager.

2. Orientation During Trial Period

If the appointment is not confirmed the employee shall revert to a position of equal status to the position occupied prior to promotion or transfer. In the event that the employee does not wish to continue in the position during the first two (2) months of the trial period the employee may:

- (a) opt to return to his/her previous position, provided that it has not been filled or;
- (b) where the employee's previous position has been filled, the employee may request and receive (without posting) a reassignment to a position of equal status to the position occupied prior to the promotion or transfer, provided that no other employee is forced to be transferred.

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

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

6 WORKING CONDITIONS (Continued)

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

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

H. Temporary Positions

1. Posting

27  
2/8

All temporary vacancies which are expected to continue for over eight (8) months shall be posted internally provided any vacancies so created by recruitment may be filled by a temporary appointment without posting.

2. Permanent Employee Appointed to Temporary Position

Should a Permanent Employee be appointed to fill a temporary position he/she shall, when such temporary work is completed, return to his/her former position without loss of seniority in such position, and any other employee who may have received promotion as a result of the temporary arrangement of positions in the department shall automatically revert to his/her former position.

3. Temporary Assignments - Applications from Permanent Employees

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

I. Uniforms

1. Uniforms or other special apparel shall be provided by the Board for all employees authorized by the Board to wear such uniforms or other special apparel. The Board shall supply, launder and repair such uniforms or other special apparel without any cost to the employee. Such uniforms or other special apparel shall be the property of the Board and on terminating their services with the Board, employees shall return them.
2. Compensation shall be granted, upon request, for the cleaning, repair and/or replacement of clothing which is soiled, damaged or destroyed through no negligence of the employee in the performance of the normal duties of the employee. Normally such requests shall be required in writing to the employee's supervisor within five (5) working days of the occurrence. The supervisor shall report the matter immediately to the Personnel Manager in writing who shall determine the amount, if any, of the compensation. Particular attention shall be given to employees who work with special needs children.

6 WORKING CONDITIONS (Continued)

I. Uniforms (Cont'd)

3. The Board agrees to pay an annual safety footwear allowance of forty dollars (\$40.00), payable in September, to all employees required by W.C.B. to wear safety footwear.

J. Job Sharing

Where there is mutual agreement between the Board and the Union to do so, employees may job share.

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

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

Normally, any job share will be on a 2 x ½ time basis, with each employee working full days.

Any job sharing arrangements will incorporate the following standards:

1. Retention of seniority and related rights.
2. Retention of employee status.
3. Continuation of all benefits (as an exception to Article 9 D. 2. where appropriate). Salary, salary increments, superannuation, vacation pay, deferred savings and sick leave earned and used, and medical/dental appointments will be appropriately pro-rated.
4. Should one employee leave, the other may choose to go to full time or to leave the position, or by agreement between the Board and the Union, every attempt will be made to place the employee in another position, or the job may be posted as a job sharing position. Until this occurs, the remaining incumbent will normally work full time in the position, with a minimum of ten (10) working days notice.
5. Either the Board or the Union may cancel the arrangement in writing, with a minimum of twenty (20) working days notice, provided that upon doing so the job sharing arrangement will continue until the end of the school year.
6. For short-term absences, the other employee may relieve if agreeable to that employee.

6 WORKING CONDITIONS (Continued)

J. Job Sharing (Cont'd)

7. Each job sharing arrangement will be established for a specific period, subject to extension by mutual agreement, with the employees involved reverting to their previous hours, status and previous or equivalent position upon its conclusion. Article 2 B.4.(c) applies to such arrangements.

7 SCHEDULE OF WAGE RATES

- A. The 1993 January 01 schedule of biweekly wage rates is page 75.  
B. The 1993 July 01 schedule of biweekly wage rates is page 76.  
C. The 1994 January 01 schedule of biweekly wage rates is page 77.  
D. The 1994 July 01 schedule of biweekly wage rates is page 78.  
E. The 1993 July 01 schedule of biweekly and hourly wage rates for Workshop positions is page 81.  
F. The 1994 January 01 schedule of biweekly and hourly wage rates for Workshop positions is page 82.  
G. The 1994 July 01 schedule of biweekly and hourly wage rates for Workshop positions is page 83.  
H. The 1993 January 01 schedule of monthly wage rates is page 84.  
I. The 1993 July 01 schedule of monthly wage rates is page 85.  
J. The 1994 January 01 schedule of monthly wage rates is page 86.  
K. The 1994 July 01 schedule of monthly wage rates is page 87.

8 APPLICATION OF SCHEDULE

A. Term

The scales of remuneration referred to in Clause 7 shall apply during the term of this Agreement on the dates indicated on the scales.

B. Changes to Rates

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

8 APPLICATION OF SCHEDULE

C. Basis for Salary Schedule

1. Week

The salary schedule is based on a thirty-five (35) hour week. Employees who regularly work thirty-seven and one-half (37.5) hours receive compensation consolidated into the rate as set out in the Schedule of Wage Rates - Workshop on pages 81 - 83.

2. Hours

The salary schedule is based on hours of work conducted between 08:00 hours and 17:00 hours, except as provided in Clause 6 C.1. and 2.

D. Shift Differential

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

1. if the shift commences at 06:00 hours or earlier or ends at 19:00 hours or later - five per cent (5%); or *44/404500*
2. if the shift commences at 04:30 hours or earlier or ends at 20:30 hours or later - six and three quarter per cent (6 3/4%); or *44/400675*
3. if the shift commences at 03:00 hours or earlier or ends at 22:00 hours or later - nine per cent (9%). *45/400900*

Shift differentials are not paid for overtime hours.

E. Hiring Above First Step

1. Clerk Stenographer II & Clerk Typist II

No allowance for experience will be made in the salary schedule except in the classification of Clerk Stenographer II and Clerk Typist II where up to a maximum of three (3) years experience may be recognized by placement on the schedule.

2. staff Assistant

staff Assistants may be placed up to and including Step 3 of the salary range on the basis of previous experience and superior training or either of them.

E APPLICATION OF SCHEDULE (Continued)

E. Hiring Above First Step (Cont'd)

3. Resignation and Re-employment

(a) Re-employment

An employee who has voluntarily resigned and is re-employed within fifteen (15) months from his/her last termination of service shall be considered eligible for reinstatement under the applicable employee benefits, provided, in each case, his/her length of service, benefits, and seniority are adjusted by the period of absence. An employee who has voluntarily resigned and is re-employed after fifteen (15) months from his/her last termination of service shall be considered a new employee as regards seniority, employee benefits and salary.

(b) Starting Salary on Re-employment

When a previous employee of the Board is rehired within fifteen (15) months of his/her last termination of service, recognition of his/her previous related experience will be given in deciding his/her starting salary. Previous service with the department employing him/her and previous experience with the Board, in/or related to the particular position for which he/she is applying will also be considered. The Director of Employee Relations and the Personnel Manager will decide the appropriate step in the salary range in each case.

(c) Recruiting Preference

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

4. Substitutes and Temporary Employees shall be paid at the first step of the pay grade for the position for which the substitute is substituting or Temporary Employee is employed provided always that the Board has the right to pay more than the first step. Increment steps shall apply as provided in Clause E.G.

F. Transferring Within V.M.R.E.U.

V.M.R.E.U. members, hired directly from other employers, will be credited with their accumulated length of service for vacation, increment and benefit entitlement purposes. Seniority will not be transferred.

8 APPLICATION OF SCHEDULE (Continued)

G. Increments

1. The first increment shall occur on completion of the probation period (or eighteen (18) weeks service, whichever occurs sooner).

All subsequent increments shall occur on an annual basis, as from the date of the first increment, for twelve (12) month employees and upon completion of 1350 hours worked, as from the date of the first increment, for Term Employees.

Temporary Employees working in the same classification shall after completion of 630 hours receive their first increment. Subsequent increments shall occur after completion of 1350 hours worked in Term classifications and 1827 hours worked in twelve (12) month classifications.

2. Clerk Stenographer I

After being at the single step of pay grade 9 for one (1) year a Clerk Stenographer I shall progress to the maximum of pay grade 11 by annual increments, provided service is satisfactory and the Superintendent of Schools so recommends.

3. Increments Upon Promotion/Acting in Senior Capacity

On other promotions, the salary of an employee is increased to the step in the higher range which is at least five per cent (5%) higher than the employee's previous rate of pay, provided that no employee will be placed higher than the top step in any range. (It is understood that the Board has the right to pay up to and including Step 3 in recognition of the skill and experience of the employee.) "Previous rate of pay," is understood to include a premium which results from a skill or duty which is mandatory, but does not include shift premiums.

There will be no change in the employee's increment date.

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

4. Increments Upon Reclassification

On the Board approving reclassification of a position to a higher category, the salary of the employee shall be in the same relative position on the new scale as it was on the old one, without change of increment date.

5. Increment Date

The increment date of an employee shall be the anniversary date to the nearest bi-weekly pay date, on which he/she was appointed on probation.

8 APPLICATION OF SCHEDULE (Continued)

G. Increments (Cont'd)

6. Leave of Absence and Increment Date

If an employee has been absent without pay for more than one (1) month, the increment date shall be delayed one (1) month for each month or portion thereof absent in excess of one (1) month.

H. Acting in Senior Capacity

1. Temporary Authorization and Pay

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An employee who ~~is~~ authorized by his/her Department Head or designate to accept the responsibilities and carry out the duties falling substantially within a position senior to that which he/she normally holds, for a continuous period of one-half (½) working day or more shall be paid for the total period as if he/she has been promoted to the senior position (see Clause 8 G.4. above). One-half (½) day shall mean either a complete morning or afternoon.

2. Payment

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

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

3. Placement on Scale When Promoted to Senior Position

Should the said employee, as described in Clause 8 H.1. and 2. above, later be successful **for** appointment to the senior position or ~~to~~ a position carrying the same pay grade as the senior position, such employee shall, on appointment to such position, for the purposes of establishing step placement and the increment date, be credited for time spent acting in the senior position during the previous twelve (12) month period.

I. Procedure - Recovery of Overpayment to Employees

1. The amount of overpayment, both gross and net, should be calculated by a Payroll Clerk and checked by another employee. The origin of the overpayment should be checked with the Human Resources Division, if appropriate.
2. Payroll will contact the employee by telephone as soon as possible, explain how the overpayment arose and specify the amounts involved, both gross and net. They will indicate that a memo outlining the reasons for the overpayment, the details of the calculation of the amount, and alternative repayment plans has been forwarded to him/her and the Union. The memo will include advice of the employee's right to contact the Union, and will include a copy of these procedures.



8 APPLICATION OF SCHEDULE (Continued)

I. Procedure - Recovery of Overpayment to Employees (Cont'd)

3. Payroll will notify the employee by written notice: the employee must let Payroll know within fifteen (15) working days whether or not the employee agrees to the recovery, or wishes to dispute any aspect of it. Payroll should invite the employee to contact them during this period if he/she requires clarification of any of the details.
4. The memo referred to in clause 2. will stipulate two (2) alternate means of repayment:
  - (a) One (1) payment for the total net amount payable to the Vancouver School Board or
  - (b) A series of uniform deductions of part of the gross amount from the employee's pay cheques not to exceed ten per cent (10%) of gross biweekly pay. The memo will explain that the net cheques may not be reduced by as much as the gross amount.

If the amount is less than ten per cent (10%) of gross biweekly pay, option (a) will normally be exercised.
5. In the event that the employee or Union disputes any aspect of the overpayment or recovery, the matter will be referred to the Payroll Supervisor and the Human Resources Division. No recovery will commence until Step III of the grievance procedure is complete.
6. When the matter is resolved or no grievance is pursued, a confirming letter will be sent to the employee with a copy to the Union.
7. This procedure does not apply to June reconciliation of term employees' vacation pay, nor to end of employment reconciliation of pay, leave credits, and such.
8. The preceding is without prejudice to either party's view of the Board's ultimate ability to recover overpayments.

9 EMPLOYEE BENEFITS

A. Annual Vacations

1. Calculations for Entitlement

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

9 EMPLOYEE BENEFITS (Continued)

A. Annual Vacation (Cont'd)

1. Calculations for Entitlement (Cont'd)

(a) If one (1) year's service cannot be completed by December 31 he/she shall receive vacation pay in accordance with the Employment Standards Act and Amendments thereto.

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01-03 (b) If one (1) year's service can be completed by December 31 he/she shall receive fifteen (15) working days at his/her regular rate of pay (and pro rata if his/her service during the year is not full-time), and six per cent (6%) if Term Employee.

07-04 (c) If seven (7) years' service can be completed by December 31 he/she shall receive twenty (20) working days at his/her regular rate of pay (and pro rata if his/her service during the year is not full-time), and eight per cent (8%) if Term Employee.

15-05 (d) If fifteen (15) years' service can be completed by December 31 he/she shall receive twenty-five (25) working days at his/her regular rate of pay (and pro rata if his/her service during the year is not full-time), and ten per cent (10%) if Term Employee.

22-06 (e) If twenty-two (22) years' service can be completed by December 31 he/she shall receive thirty (30) working days at his/her regular rate of pay (and pro rata if his/her service during the year is not full-time), and twelve per cent (12%) if Term Employee.

2. Carry-Over

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

3. Supplementary Vacation

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45 (a) Each employee shall be entitled to five (5) working days of supplementary vacation, in addition to the annual vacation to which he/she is entitled under Clause 9 A. 1. Upon commencing his/her eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service.

9 EMPLOYEE BENEFITS (Continued)

A. Annual Vacations (Cont'd)

3. Supplementary Vacation (Cont'd)

- (b) It is understood between the parties that each employee shall become entitled to his/her supplementary vacation on the first day of January in the year in which he/she qualifies for such Supplementary vacation. An employee shall retain his/her supplementary vacation entitlement in the event that such employee's employment is terminated or he/she resigns prior to the end of the period to which the entitlement applies.
- (c) Each supplementary week of vacation will be taken during a five (5) year period commencing in the year the supplementary week is credited. If banked beyond the five (5) year date, it may be paid out in its entirety upon retirement, or alternatively in amounts at the employee's discretion, at the employee's rate in effect on January 1, such payments to be made in January.
- (d) Employees shall have the option of taking pay in lieu of supplementary vacation.
- (e) Each employee entitled to supplementary vacation will be asked in writing in December of the preceding year to elect pay or vacation time (as is done for gratuity credits). An employee who opts for pay will be paid five (5) days at the employee's rate in effect on January 1st, such payment to be made in January.

4. Term Employees

1350 hours worked as a term employee shall be deemed to be the equivalent of one (1) year of service for purposes of vacation entitlement and seniority for Term Employees. In the event that a Term Employee is promoted or transferred or appointed to a regular twelve (12) month position, service earned as a Term Employee shall be carried over to the new position on the basis of the aforesaid definition. Further provisions for Term Employees are included in Clause 13 C.2.

5. Definition of service for Vacation Entitlement

For the purpose of Clause 9 A. respecting annual vacations, service during the calendar year shall include each day for which the employee receives full pay from the Board or is in receipt of Worker's Compensation for a period not exceeding twelve (12) months.

9 EMPLOYEE BENEFITS (Continued)

A. Annual Vacations (Cont'd)

6. Retirement Bonus

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 provisions which the employee would earn for the year in which the retirement takes place. The portion of that period over and above the pro rata provision shall be regarded as a retirement bonus.

7. Reconciliation of Vacation

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

8. Vacation Entitlement Table

A table illustrating regular vacation and supplementary vacation entitlements is appended.

E. General Holidays

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

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

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1. Day In Lieu

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

2. Entitlement to Statutory Holidays

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

9 EMPLOYEE BENEFITS (Continued)

B. General Holidays (Cont'd)

2. Entitlement to Statutory Holidays (Cont'd)

Effective 1989 January 1, part-time regular employees who work less than five (5) days per week will receive a pro-rated amount, when the holiday falls or is observed on other than a working day for the employee.

3. Additional Statutory Holidays

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

4. Work on Statutory Holiday

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

C. sick Leave

1. Initial Sick Leave Credit

Upon appointment to the permanent staff following probation an employee shall receive sick leave credit in accordance with Clauses 3.(a) and 3.(b) below.

2. Advance of Sick Leave Credit

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

3. Accumulation of Sick Leave Credits

(a) Full-Time Employees

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

9 EMPLOYEE BENEFIT (Continued)

C. Sick Leave (Cont'd)

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

(b) Term Employee

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

4. Sick Leave - Maternity/Adoption Leave

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

D. Superannuation

1. Contributions

Employees who qualify for participation in the Pension (Municipal) Plan, in accordance with Superannuation regulations, shall contribute to the Plan except where the regulations provide for optional participation. The Board's contribution will be paid only when the employee is in receipt of pay from the Board or when an employee is on W.C.B., sick leave or maternity leave. Details are given in a booklet which may be obtained from the Board's Human Resources Division.

Refer to article 6 J. for employees in a job sharing arrangement.

2. Optional Retirement

See Optional Retirement under Clause 2 D.2. Definitions and Coverage for Employee Benefits.

E. Deferred Savings

1. The Board shall contribute two per cent (2%) of the salaries of Permanent Full-Time Employees, and the said employees shall contribute an equal amount. The contributions are deposited in a trust fund for the benefit of the employee, and can be withdrawn by an employee in accordance with the contract covering the trust fund with the trust company.

9 EMPLOYEE BENEFITS (Continued)

E. Deferred Savings (Cont'd)

2. Employees on continuous appointment working twenty (20) hours a week or more shall receive deferred savings in the same form as received by Permanent Full-Time Employees described in 1. above. In addition an employee who becomes qualified to earn Superannuation shall, by that fact, also qualify to earn deferred savings.
3. Schedule "B" appended provides further information ~~about~~ deferred savings.

F. Medical Insurance

1. Medical Services Plan

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The Board contributes sixty per cent (60%) of the Medical Services Plan of B.C. for Permanent & Permanent Term who elect to participate.

The Board will pay its normal premium share or equivalent money for the employee, partner (as defined in Clause 2 F.2.) and dependent children, to a maximum cost of the premium it would pay if the M.S.P. accepted same gender couple and dependent children coverage. The employee may be required to provide proof of M.S.P. coverage for his/her partner and ~~and~~ JOJO, G, H 7L  
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2. Extended Health

The Board ~~contributes sixty per cent (60%)~~ contributes sixty per cent (60%) of the premium of the C.U. & C. Health Services Society (Extended Health Benefits Plan including Eye Glass and Hearing Aid Options) for Permanent & Permanent Term who elect to participate, to a maximum of \$25,000, with \$25 annual deductible, claimable over twenty-four (24) months, and 80% co-insurance.

~~The~~ The eyeglass option shall provide a maximum of one hundred and fifty dollars (\$150.00) payable, no deductible, no co-insurance.

The hearing aid option will provide a lifetime maximum of five hundred dollars (\$500), \$25 annual deductible, 80% co-insurance, effective the first of the month following the signing of the 1988/90 collective agreement.

3. Contributions During Sick Leave

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

9 EMPLOYEE BENEFITS (Continued)

F. Medical Insurance (Cont'd)

4. Term Employees

All Term Employees who qualify shall receive medical benefits from the qualifying date on the basis of sixty per cent (**60%**) of premiums paid by the Board for twelve (12) months.

5. Dental Plan

A permanent or permanent term employee shall participate in the dental plan on successful completion of probation, or ten (10) months' continuous employment with the Board in any capacity subject to Clause 2 B.4.

If an employee wishes to enrol his/her common-law spouse in the dental plan, the definition in Clause 2 F. shall apply, i.e., a partner who, at the time of the qualification, is publicly maintained and represented as the employee's spouse and has continuously been so maintained and represented for at least the previous twenty-four (24) months.

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

(a) The following employees have twelve (12) months coverage for dental benefits per year:

(i) All Permanent Employees, including Permanent Term, who have completed four (**4**) months of continuous service.

(b) The following benefits shall be provided:

(i) Plan (**A**) Basic Dental Services paying for eighty per cent (**80%**) of the approved schedule of fees.

(ii) Plan (**B**) Prosthetics, Crowns and Bridges paying for fifty per cent (50%) of the approved schedule of fees.

(iii) Plan (**C**) Orthodontics paying for fifty per cent (50%) of the approved schedule of fees to a lifetime limit of three thousand dollars (\$3,000) per person.

(c) Dependent children, as defined in the Income Tax Act, who are over the legal age for coverage in the plan shall be covered with an appropriate rate for such coverage shared by the employee and the Board.

G. Unemployment Insurance

Employees shall be covered for unemployment insurance.



9 EMPLOYEE BENEFITS (Continued)

H. Group Life Insurance

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1. The Board shall provide Group Life Insurance for all employees covered by this Agreement who have been appointed to the permanent staff, in the amount of \$25,000. The full premium shall be paid by the Board with effect from 1980 December 31. ~~The Board has the right to determine the carrier or to self-insure.~~
  2. The life insurance coverage shall remain in effect while an employee is in receipt of salary or is on leave of absence without pay with permission of the Board. Moreover, the coverage shall continue for thirty (30) days after termination by an employee. For Term Employees on permanent status or continuing status, coverage shall apply during the months of July and August.
  3. The terms of this coverage shall be given to each new employee and sent by mail to all employees presently on staff.

I. Gratuity Plan

1. Accumulation of Credits

All employees except Term Employees shall accumulate gratuity credits at the rate of one (1) day for each quarter in the employ of the Board (i.e., three (3) calendar month period). Providing, however, that should an employee not be in receipt of wages due to a leave of absence without pay in excess of four (4) weeks in a quarter no gratuity day will be credited for that quarter. The annual total shall be four (4) days. One (1) day shall be subtracted from the accumulated credits of the employee for an absence due to illness in a quarter, providing however that one-half (1/2) day only shall be subtracted for an absence of one-half (1/2) day and not more than one (1) day shall be subtracted in any one (1) quarter.

Term Employees shall earn one (1) gratuity day in each of the periods January - March, April - June, and September - December making a total of three (3) gratuity days in a calendar year subject to the same conditions as above.

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

(a) Part Year of Service

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

9 EMPLOYEE BENEFITS (Continued)

I. Gratuity Plan (Cont'd)

1. Accumulation of Credits (Cont'd)

(b) Illness

should an illness extend from one (1) quarter into the next quarter, such illness shall, for the purposes of this plan, be considered as occurring only in the first quarter **of** the illness. If the same illness extends into a third or subsequent quarter deductions will resume as per 9 i.1.

2. Use of Credit

The number of gratuity days to the credit of each employee shall be frozen as of **1977** December **31** and placed in a bank. **An** employee may use banked days for special and personal reasons, without penalty, subject only to the approval of the Department Head, Division Head or Principal. Such approval shall not be unreasonably withheld.

3. Gratuity Plan Payout

Gratuity days earned in a year shall be paid for on the last pay cheque in January of the following year at the composite rate of pay used for salary purposes which was in force during the last month of the preceding year, **or** shall be placed in a bank to be taken at a later date as in 2. above at the employee's option. The Payroll Department shall be notified in writing prior to December **31** of each year of the employee's intention to exercise option to bank rather than receive payout.

4. Definition of Illness

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

5. Payment of Banked Gratuity

(a) Cash

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

(b) Leave

As leave at any time subject to the following:

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

9 EMPLOYEE BENEFITS (Continued)

J. Retirement Seminar

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

K. Special Payment in Case of Employee's Death

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

The Board shall also pay a sum equal to one-half (1/2) the accumulated sick leave up to a maximum of fifteen (15) days pay.

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

L. Benefit Contributions During Leave of Absence Without Pay

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

10 ABSENCE FROM DUTY

A. Non-Occupational Sickness and Injury

1. Use of Sick Leave Credits

(a) When an employee is absent because of illness, (including accident other than that covered by Workers' Compensation) no deduction from pay shall be made until the expiry of accumulated sick leave credits.

(b) A deduction shall be made from accumulated sick leave credits of all working days absent with pay, due to illness of the employee or absence of the employee to attend the illness of an immediate family member who is resident in the employee's household.

10 ABSENCE FROM DUTY (Continued)

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

2. Medical Certificate

- (a) Any employee absent because of his/her illness or that of an immediate family member may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the province of British Columbia, certifying either that such employee was unable to carry out his/her duties due to illness or confirming the illness of the immediate family member, as appropriate.
- (b) Whenever the Board requires an employee to produce a medical certificate, the Board shall reimburse the employee for the total cost incurred for such certificate. The employee shall produce a receipt from a duly qualified medical practitioner together with the medical certificate to the Human Resources Division and it shall be the responsibility of the Human Resources Division to ensure that the employee is reimbursed the cost of such certificate. Exceptions to the above are new employees who, as a condition of employment, shall produce a medical certificate at the employee's expense upon completion of the probationary period prior to the confirmation of permanent status and employees who are hired after retirement as provided in Clause 2 D.2.

3. Travel While on Sick Leave

The Board shall grant permission to an employee to leave his/her regular place of residence to travel outside of the District upon receipt of a medical certificate. The medical certificate shall contain a statement to the effect that such employee has been instructed to leave his/her usual place of residence to travel for medical reasons because of illness. The medical certificate and the Board's permission shall predate the date of travel.

B. Accidents or Illness Covered by Workers' Compensation Board

1. Use of Sick Leave Credits

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

10 ABSENCE FROM DUTY (Continued)

B. Accidents or Illness Covered by Workers' Compensation Board (Cont'd)

2. Reimbursement of Workers' Compensation to the Board

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

3. Definition

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

C. Disabilities Not Covered by Workers' Compensation Board

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

D. Sick Leave in First Four (4) Months of Service

Employees as described in Clause 9 C.2. are permitted an advance of sick leave.

E. Compulsory Quarantine

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

F. Bereavement Leave

1. Death of Family Member

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

- (a) an employee's wife, husband, common-law spouse, child, ward, brother, sister, parent, parent-in-law, guardian, grandparent, grandchild, daughter-in-law, son-in-law, grandparent-in-law, step-brother, step-sister, step-mother, step-father, brother-in-law, sister-in-law, or

10 ABSENCE FROM DUTY (Continued)

F. Bereavement Leave (Cont'd)

1. Death of Family Member (Cont'd)

- (b) other person/s, if resident in the employee's household, when the employee is required to attend to the affairs of the deceased.

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

2. Bereavement Leave

Any employee who qualifies for Bereavement Leave without loss of pay under 1. above, and who is required to attend to the affairs connected with the funeral and/or to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, central Fraser valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) shall be granted upon request an additional leave without loss of pay for a further period of two (2) working days.

3. Request for and Processing of Leave

Requests for leave under Clauses 1. and 2. herein shall be submitted to the Human Resources Division for processing.

4. When on Annual Vacation

An employee who qualifies for Bereavement Leave without loss of pay under 1. above may be granted such leave when on annual vacation if approved by the Personnel Manager.

5. When on Sick Leave

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 Bereavement Leave without loss of pay.

6. Attendance as Mourner at Funeral

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

ABSENCE FROM DUTY (Continued)

G. For Maternity

1. A pregnant employee who elects to request Maternity Leave shall provide the Human Resources Division with a medical certificate from a duly qualified medical practitioner stating that she is pregnant and the estimated date of birth. Such certificate shall be provided not later than three (3) months prior to the estimated date of birth. Medical certificates are available from the Human Resources Division.
2. *581A  
852* With effect from 1986 July 1 an employee shall be entitled to Maternity Leave, without pay, from the date of separation from employment for a period of twelve (12) months or a shorter period if the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or later if the employee requests.
3. Where an employee gives birth or pregnancy is terminated before a request for leave is made as in 2. above, the Board shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence for six (6) consecutive weeks, without pay, or a shorter period if the employee requests, commencing on the specified date.
4. An employee who desires to work during the last two (2) months of pregnancy may be permitted to do so if her attending physician and a physician appointed by the Vancouver School Board agree that the health of the employee will not be adversely affected. In such case, the employee shall work under such conditions and for such period as shall be specified by the School Medical Health Officer.
5. Regardless of the date of commencement of Maternity Leave, no employee shall be permitted to work during the six (6) weeks following the date of birth, unless the employee requests a shorter period.
6. Request to return to work after a period shorter than six (6) weeks must be given in writing to the Board at least one (1) week before the date the employee indicates she intends to return to work with a certificate from a medical practitioner stating that the employee is able to resume work.
7. An employee who has been granted Maternity Leave shall notify her Department Head at least four (4) weeks before she intends to return to work.
8. Where an employee is granted Maternity Leave and for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, is unable to return to work after said leave expires, the employee shall be granted further leave of absence from work, without pay, for a period not exceeding a total of six (6) consecutive weeks.

10 ABSENCE FROM DUTY (Continued)

G. For Maternity (Cont'd)

9. An employee who has been granted Maternity Leave and fails to contact the Human Resources Division within eleven (11) months from commencement of Maternity Leave, so that mutually convenient arrangements may be made for her return to employment, shall be considered to have permanently separated from employment.
10. An employee on Maternity Leave shall not be entitled to Sick Leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.
11. An employee who has notified the Board of 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 used under these circumstances shall not be regarded as Maternity Leave nor as an extension of it.
12. Where Maternity 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 including July and August for Term Employees. The Board shall continue to pay its share of superannuation contributions provided the employee elects to continue to pay her share of contributions. Maternity Leave is considered service for purposes of earning vacation, vacation pay, pension (if so desired by the employee), medical or other plan beneficial to the employee.
13. An employee who resumes employment on the expiration of Maternity Leave shall be reinstated in all aspects by the Board in her previous position, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
14. Where the Board has suspended or discontinued operations during Maternity Leave and has not resumed operations upon termination of the leave, the Board shall, on resumption of operations, comply with 13. above.
15. The Board shall not terminate an employee, or change a condition of employment of an employee without the employee's written consent because of an absence arising from this section or the employee's pregnancy, unless the employee has been absent for a period exceeding that set out above or unless said change was a negotiated change to the Collective Agreement between the Board and the Union.
16. At the employee's option the balance of vacation earned during maternity leave may be taken as pay rather than paid leave at the end of the maternity leave.



10 ABSENCE FROM DUTY (Continued)

G. For Maternity (Cont'd)

17. In the event that an employee on Maternity Leave returns to active employment for a period of less than twelve (12) months. Clause 10 G.12. shall NOT apply for the period subsequent to the first six (6) months of leave. The employee will be deducted for the employee's share of the costs of any benefit premiums paid by the Board during that period. This time will not be considered service for the purposes of earning vacation, vacation pay, superannuation, or other benefits as outlined in this Agreement.

18. Maternity S.U.B. Plan (effective upon approval from the Unemployment Insurance Commission)

(a) The Board agrees to enter into the Supplemental Unemployment Benefit (S.U.B.) Plan agreement with the Unemployment Insurance Commission in respect of maternity benefits.

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(b) Where such an arrangement is approved and a permanent employee takes maternity leave pursuant to Article 10 G.1. and successfully applies to U.I.C., the Board shall pay the following:

(i) Sixty per cent (60%) of her current salary for the two (2) week U.I. waiting period. and

(ii) Where the employee is eligible to receive U.I.C. maternity benefits, the difference between sixty per cent (60%) of her current salary and the amount of the U.I.C. benefits received by the employee for the further fifteen (15) weeks of maternity benefits.

H. Adoption Leave

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1. In the case of adoption, adoption leave without pay shall be granted and shall commence from the date of arrival of the child in the home. (All relevant provisions of Maternity Leave shall apply) provided that the S.U.B. plan is approved by U.I.C. The language terms in Clause 10 G. shall be appropriately interpreted (e.g., birth/ adoption).

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

2. Leave without Pay may be granted to either parent for mandatory interviews or travelling time to receive the child if, in the opinion of the Personnel Manager, such time is essential.

10 ABSENCE FROM DUTY (Continued)

I. Leave for Union Business

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1. With Pay

The Board agrees that when representatives of the Union leave their employment temporarily in order to carry on negotiations with the Board, or with respect to a grievance, ~~conciliation, mediation~~ or interest arbitration they shall suffer no loss of pay for the time so spent. There shall be a maximum of six (6) V.S.B. employees representing the Union in attendance at negotiations, conciliation, mediation or interest arbitration; provided that if the Union sends more than six (6) V.S.B. employees the Board shall invoice the Union for the total costs of the additional employees' pay and benefits.

2. Without Pay

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

3. Full Time Union Office

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The Board agrees that any employee who is elected to a full-time position, or appointed to a temporary position, with the Union shall be granted a leave of absence for the purpose of performing such duties. The employee shall not lose his/her seniority in the service of the Board, and shall continue to accumulate seniority while performing such duties. Upon retirement from the position held with the Union, such former Union officer shall be entitled to return to the position previously held. Should the position or any equivalent position not exist, then the employee may elect to fill any vacant position in which he/she is capable of performing. If no such vacancy should exist then the provisions of Clause 13 B. Lay-off, Recall and Severance shall apply with severance based on years of service with the Board only.

4. Reimbursement of Costs to Board

An employee on leave of absence for Union business shall continue to receive his/her normal pay and benefits. The Board shall invoice the Union for the total costs without a service charge.

5. Division of Financial Responsibility between Union and Board

Whenever representatives of the Union and the Board meet in the presence of a third party for conciliation, mediation, arbitration or at the invitation of an officer of the Ministry of Labour, or at a Labour Relations Board investigation or hearing, the total costs of each of the parties shall be the responsibility of that party, except as outlined in 10 I.1. The cost of an Arbitrator appointed jointly by the parties shall be shared equally. Other conditions may be arranged by mutual agreement prior to any such occasion.

10 ABSENCE FROM DUTY (Continued)

J. Educational Ceremony/Examinations

1. Ceremony

One-half ( $\frac{1}{2}$ ) day Leave of Absence without loss of pay shall be granted with the approval of the Department Head through the Human Resources Division on written request by an employee to receive a degree or diploma from a recognized educational institution or to be present when a member of the employee's immediate family receives a degree or diploma from a recognized educational institution. A recognized educational institution is defined as a business school, post-secondary college (B.C.I.T., Capilano College, V.C.C.), university (U.B.C., S.F.U.) or other institute recognized by the Board as providing educational credits which are widely recognized by other employers, professional associations, or other educational institutions (i.e., National Secretaries' Institute, Institute of Chartered Accountants, Certified General Accountants' Association, Pitman college, B.C. Vocational School). Where a difference of opinion may arise the Assistant Superintendent - Personnel shall have the final decision. The Board may grant an additional one-half ( $\frac{1}{2}$ ) day for travel in the event that the educational institute is outside of the Metropolitan area of Vancouver.

2. Examination

The Board shall grant sufficient time up to one (1) full day without loss of pay for an employee to take an examination provided the request is made in writing by the employee with the approval of the Department Head through the Human Resources Division and provided the examination is administered by a recognized educational institution. If the examination is in the evening, one-half ( $\frac{1}{2}$ ) day with pay shall be granted; if it is during the day, the whole day with pay shall be granted, and if it is on the weekend no time off with pay shall be granted.

K. Jury Duty/Crown Witness

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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 Resources Division 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 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.

10 ABSENCE FROM DUTY (Continued)

L. For Personal Reasons

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1. personal Leave

- (a) Absence for reasons other than those recited above shall be considered personal, and such absence shall be without pay unless otherwise authorized.
- (b) Applications for leave shall be made in writing to the Department Head. Such leaves will not be unreasonably withheld.
- (c) And in addition all employees shall be entitled to take up to five (5) days Personal Leave for any reason during a school year. The leave shall be without pay or may be taken with pay from the vacation entitlement, compensating time off or from the banked gratuity days held to the employee's credit. All such leaves of absence shall be authorized by the employee's supervisor and the Human Resources Division, and such leaves will not be unreasonably withheld.

2. Special Leave

Permanent Employees who work twenty (20) hours a week or more may apply for Special Leave without pay up to three (3) days per school year on application to the Human Resources Division through the Department Head or Principal for any of the following reasons which must be on the application: marriage of the employee; to attend a wedding of the employee's child; ~~a~~ Birth or adoption of employee's child or spouse's child; a serious household or domestic emergency; moving of personal household furniture/effects; and sickness in the family. Such Special Leave may be taken with pay from the vacation entitlement, compensating time off or from banked gratuity days at the option of the employee, and such leaves will not be unreasonably withheld.

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3. Educational/Personal Development Leave

- (a) Educational Leave of Absence without pay shall be granted to Permanent Employees for up to one (1) year provided the Human Resources Division approves. A year would normally be a full year commencing in September and ending in August. Applications for such leave shall be submitted by April 30 for Educational Leave to begin the following school year in September. The Board shall then fill the vacancy with a temporary employee, either from internal or external sources, for the period of the leave so that the employee on Educational Leave may return to the same position following the year of absence.

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10 ABSENCE FROM DUTY (Continued)

L. For Personal Reasons (Cont'd)

3. Educational/Personal Development Leave (Cont'd)

- (b) An employee who has been granted Educational Leave ~~sha~~ be responsible for contacting the Human Resources Division at least two (2) calendar months prior to the stipulated date of return, or by April 30 for return in September and October 31 for return in January if a Term Employee, in order that the Board may prepare for his/her return to employment or to secure a replacement for the employee in the event that such notice is not forthcoming.

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

- (c) An employee on Educational Leave who, for any reason, finds it necessary to curtail the period of the absence may return to employment if suitable employment ~~is~~ available but the Board is not bound to guarantee the same or even employment in such cases until after the period of the leave of absence has been concluded. The Board shall make every effort to locate such employees in suitable employment and in the same position if possible.
- (d) Continuation of the following benefit entitlements: Group Life, M.S.P. and E.H.B. shall be provided by the Board upon written request by the employee, provided that;
- (e) Premium costs are shared in the same manner and proportion as if the employee had continued in employment during such period of leave and that the employee's share ~~is~~ payable in advance.
- (f) On return to employment seniority is restored as it was on the date the Educational/Personal Development Leave was granted together with all benefits held at that time which remain in the Collective Agreement.
- (g) An employee may opt to pay in advance one hundred per cent (100%) of the monthly premium costs of the dental plan while on Educational/Personal Development Leave.

4. parenthood Leave - Without Pay

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

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10 ABSENCE FROM DUTY (Continued)

L. For Personal Reasons (Cont'd)

4. Parenthood Leave - Without Pay (Cont'd)

- (b) Eligibility extends to parents of either sex. Notice is required in writing to the Human Resources Division and, in normal circumstances, request should be made prior to the end of September for leave to commence January 1 or prior to the end of April for Parenthood Leave to commence September 1.
- (c) An exception to the above rules is the case of an employee who requests Parenthood Leave to extend a period of Maternity Leave, as provided in this Agreement. Other emergency situations beyond the control of the employee may be considered for leave at shorter notice.
- (d) An employee on Parenthood Leave shall not lose his/her seniority in the service of the Board, but shall not accumulate seniority while on Parenthood Leave.
- (e) An employee on Parenthood Leave requesting a return to duty must provide a lead time of at least ninety (90) days. The Board shall make every attempt to rehire the employee at a level and to a position of equivalent value, subject to the provisions of 13 A.1. and 13 D.1.
- (f) An employee who is re-engaged from Parenthood Leave shall be considered eligible for reinstatement under the applicable employee benefits including vacation, provided, in each case, his/her length of service and benefits are adjusted for the period of leave. Recognition of his/her previous related experience will be given in deciding his/her starting salary.
- (g) In the event that the Board does not receive a request to return to duty after twenty-four (24) months from the commencement of Parenthood Leave, the Board shall consider the employee as having terminated any affiliation with the Board.

(5) Religious Holidays

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

10 ABSENCE FROM DUTY (Continued)

M. Medical/Dental Appointments

An employee shall be granted up to twelve (12) hours leave with pay per calendar year for the purpose of attending to medical, dental or similar appointments. An employee may use sick leave for time beyond twelve (12) hours per year for these purposes. Sick leave shall be taken as one-half ( $\frac{1}{2}$ ) or one (1) full day for record purposes.

N. Internal Interviews and Meetings

Employees are entitled to time off without loss of pay to attend V.S.B. job interviews and other meetings scheduled by the V.S.B. requiring the employee's attendance.

11 TECHNOLOGICAL CHANGE

A. Introduction and Disputes

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

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

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*PA*

- (a) The Board agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
- (b) Changes which affect the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and/or
- (c) Which alter significantly the basis upon which the Collective Agreement was negotiated are regarded as technological changes and either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Clause 4 D. of this Collective Agreement, by-passing all other steps in the grievance procedure.

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*PA*

2. No employee shall lose any salary, status or hours of work solely because of technological change. Matters relating to training with respect to technological change shall be referred to the Career Development Committee.

*2/2*  
*PA*

3. Where the Board introduces new machinery, equipment, or other new technology to an employee's current job, the Board will provide reasonable training and on-site familiarization, on Board time between the hours of 08:00 and 17:00 (but without overtime premium), as may be appropriate.

11 TECHNOLOGICAL CHANGE (Continued)

A. Introduction and Disputes (Cont'd)

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

The first sentence of 11 A.2. will nonetheless continue to apply.

B. Referral to Arbitration Board

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

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

C. Written Notice of Change

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

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

12 VIDEO DISPLAY TERMINAL USE AND PROTECTIONS

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- A. Employees shall not be required to operate V.D.T. equipment continuously in excess of one (1) hour without a reassignment to other duties; the period of reassignment to be at least ten (10) minutes in duration.



12 VIDEO DISPLAY TERMINAL USE AND PROTECTIONS (Continued)

B. Employees shall be seated no less than five (5) feet away from the nearest operating V.D.T. other than the one the employee is operating.

C. 1. No pregnant employee shall operate a V.D.T. during the course of her pregnancy, unless authorized in writing by her medical physician to do so. No permanent employee shall suffer a reduction in rate of pay, hours of work or seniority as a result of the application of this provision.

2. No employee who is unable to operate a V.D.T. without suffering health problems related to the use of V.D.T.'s shall be required to operate a V.D.T. and shall be reassigned to other duties provided such employee had permanent employment with the Board prior to the V.D.T. appointment.

3. No permanent employee who is transferred or promoted to a position requiring operation of a V.D.T. shall suffer a reduction in rates of pay, hours of work or seniority as a result of the application of C. 2. above. Clauses C. 2. and 3. shall not apply to probationary employees who are hired to operate V.D.T.'s as a regular part of their duties.

D. No permanent employee of the Board shall be laid-off or his/her employment terminated solely as a result of the introduction of new microelectronic technology, associated equipment, or associated work methods introduced on or after 1985 July 1 or suffer a reduction in rates of pay or hours of work or seniority.

E. In order to monitor possible adverse effects on the eyes of employees operating V.D.T.'s, the Board shall provide each employee who will be or is required to work not less than fifteen (15) hours per week with V.D.T.'s for periods exceeding one (1) month, with time off with pay to a maximum of twice a year to be examined by an ophthalmologist recommended by the employee's personal physician. The Board shall assume any costs of these examinations where the costs are not covered by insurance.

The results of the ophthalmological examination shall be forwarded to the Director of School Health Services.

When adverse effects are indicated by the examining ophthalmologist, the provisions of C.2. above shall apply and the Board will be responsible for paying the deductible on the cost of any eye glasses prescribed.

F. The parties agree that the provisions in the Ministry of Labour, Occupational Environment Branch, Province of British Columbia pamphlet entitled Guidelines for Video Display Terminal Workplaces are the provisions that the parties shall implement.

NOTE: The V.D.T. work station in the Media Services & Technology Department in the Administration Building shall serve as a benchmark for proper V.D.T. work stations during the term of this Agreement without prejudice to improvements thereafter.

12 VIDEO DISPLAY TERMINAL USE AND PROTECTIONS (Continued)

- G. Equipment shall be C.S.A. approved and shall be serviced as required. Radiation standards shall be in accordance with C.S.A. Provision Z65.
- H. The Board and the Union will make available to each other any report or finding about V.D.T. hazards that they may obtain. Where hazards and corrective measures have been identified by a reputable source, discussions between the Board and the Union will be initiated to determine necessary corrective action.
- I. The Board will report to the Union on a quarterly basis any actions taken, reports received, or planned actions, that are connected with compliance with Clause 12.

13 GENERAL PROVISIONS

A. Seniority

1. Definition

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seniority shall be credited upon permanent appointment and shall be calculated from the date from which the employee commences probationary employment with the Board except as otherwise provided in Clause 13 A.2. Seniority shall be a factor in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, recall, and access to preferred shifts, vacations, and other such working conditions, as set out in other provisions of this Agreement.

2. Seniority List

The Board shall maintain a seniority list showing the seniority date of each employee. Where two (2) or more employees have the identical seniority, preference shall be in accordance with the date of application for employment. In calculating seniority and step placement for permanent employees who were previously temporary, the Board shall recognize previous full-time equivalent service as defined in 9 A.4., subject to 8 E.3. (a) and (b) for permanent appointment. An up-to-date seniority list shall be sent to the Union on request but not more than four (4) times in any one (1) school year. The seniority list shall be the basis upon which all lay-off and recall procedures are followed. Anomalies arising from the seniority list, if not resolved between the parties, may be subject to Clause 4, Grievance Procedure.

3. Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident, lay-off of less than one (1) year, labour dispute or leave of absence approved by the Board. Laid-off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.

13 GENERAL PROVISIONS (Continued)

A. Seniority (Cont'd)

3. Loss of Seniority (Cont'd)

An employee shall only lose his/her seniority in the event:

- (a) he/she is discharged for just cause and is not reinstated;
- (b) he/she voluntarily resigns in writing and does not withdraw the resignation within two (2) working days;
- (c) the employee voluntarily leaves the bargaining unit, except as otherwise provided in this Agreement;
- (d) the employee is laid-off for more than two (2) years;
- (e) he/she accepts severance pay as in 13 B.12;

B. Lay-Off, Recall and Severance

1. When in the opinion of the Board, conditions warrant the reduction of the work force the Board may lay off employees covered by this Agreement in order to effect such reduction. The Board shall designate the employees to be laid off and such employees shall be laid off in accordance with the lay-off, recall and severance provisions below.
2. Whenever a reduction in the number of positions is being contemplated, the Board shall advise the Union at least three (3) months in advance of the employees likely to be affected by receiving a lay-off notice referred to in paragraph 3. below. Such notice to the Union will contain specific information relative to the number of employees affected, their names, job classifications, locations, and seniority date, and anticipated date the lay-off will commence.
3. Employees affected by lay-off shall receive notice in accordance with the following:

0 - 12 months	2 weeks' notice
12 months and over	1 additional week's notice for each year of service with the Board.
4. No lay-off of employees shall take place until the provisions of paragraphs 2. and 3. of this clause have been fulfilled.
5. (a) Employees affected by work force adjustments as a result of lay-off shall have the opportunity to displace other employees with lesser seniority in the bargaining unit at the same or lesser pay grade. Any affected employee shall have the right to a familiarization period to qualify for any other such position obtained as a result of this clause provided the employee is able to demonstrate that he/she is capable of performing the duties of the position. Employees must exercise their rights to this Clause 13 B.5. in a reasonable period as determined on each occasion by the parties to this Agreement.

13 GENERAL PROVISIONS (Continued)

B. Lay-Off, Recall and Severance (Cont'd)

5. (b) An employee who takes a position at a lower pay grade because of the lay-off, recall and severance provisions set out in Clause 13 B. shall maintain their present salary rate. Such employee shall continue to receive step increments and general wage increases as negotiated between the Union and the Board and as set out in the Collective Agreement.
- (c) The Board reserves the right to transfer such employee to a position of their original classification when a vacancy occurs, subject to the provisions of Clause 13 D. 1. of the Collective Agreement and the seniority and capabilities of the employee.
- (d) An employee assuming another position in accordance with the provisions of this Clause shall do so initially for a trial period of eighteen (18) working weeks. The eighteen (18) working week duration may be varied in specific instances by mutual agreement of the Union and the Board. During the trial period, the employee's performance will be appraised and, if the trial period is not satisfactorily completed, or if the employee so requests, Clause 13 B.5. (a), (b), and (c) shall once again apply. Should the second trial period also prove unsatisfactory to the Board or the employee, then the employee shall be transferred by the Board to a position for which the employee is qualified provided such position is available or, if not, the employee may be placed on permanent substitute status until such time as a suitable position becomes available. The salary and benefits of such person shall be maintained at the level of the position held prior to the initial displacement.
6. The Board will at all times rehire laid-off employees according to seniority of such laid-off employees, without loss of seniority, prior to any new employee being hired, to a position which a laid-off employee is capable of filling.
7. A former employee must keep the Board informed of the address at which he/she can be reached and any offer of re-employment shall be made in person or by double registered letter addressed to the latest address so furnished by the former employee. When an offer of employment has been so made, the former employee shall inform the Board of his/her acceptance within forty-eight (48) hours and shall report for duty not later than twenty-one (21) calendar days from the date such re-employment was offered or such longer period as requested by the Board or as agreed between the parties.
8. A laid-off employee who declines an offer of employment or who fails to report for duty in accordance with the provisions of paragraph 7. above, shall be considered as no longer subject to recall, provided that the position to which he/she is recalled provides at least the same level of remuneration as the position from which he/she was laid-off.

13 GENERAL PROVISIONS (Continued)

B. Lay-off, Recall and Severance (Cont'd)

9. Laid-off employees who accept severance as set out in 12. below shall be considered as no longer subject to recall.
10. The Board agrees to supply on request of the Union the names of the laid-off employees contacted in the filling of a particular vacancy and that of the engaged employee.
11. Normal temporary lay-off of Term Employees when school is not in session for teachers in the summer shall not be affected by this provision.
12. (a) An employee who is on a full time appointment with the Board whose position is terminated and the employee has not been reassigned to another position may elect to receive severance pay at any time up to the end of the recall period as defined in 13 A. 3.(d). Service of part-time regular employees shall be prorated to full terms, or full time if twelve (12) month.
- (b) Severance pay shall be calculated at the rate of five per cent (5%) of one (1) year's salary for each year of service, or ~~major portion~~ thereof, to a maximum of one (1) year's Salary. A year's service is defined as being a school year for Term Employees, September through June, or twelve (12) continuous months of employment for twelve (12) month employees. salary on which severance pay is calculated shall be the employee's scale salary at the time the employee received notice that the position occupied by the employee was to be terminated or made redundant.
- (c) An employee who receives severance pay pursuant to this clause and who may be subsequently rehired by the Board shall retain any severance payment. The calculation of years of service on rehire for such employee shall commence from the date of the rehire.

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

C. Term Employees

1. Right to other Positions

A Term Employee shall have the same right to apply for any position covered by this Agreement as any other employee. When appointed to any other position, length of service, etc. will be computed on a proportional basis, as provided in Clause 9 A.4.

13 GENERAL PROVISIONS (Continued)

C. Term Employees (Cont'd)

2. Pay Procedures

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

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

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

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

D. Vacancies

1. Notification of Vacancies

The Board agrees that before permanently filling any position covered by this Agreement, notice of such vacancy shall be posted in such conspicuous places as may be designated by the Board for a minimum of five (5) working days notice and up to ten (10) working days whenever possible at the discretion of the Board. This notice shall include the job location but this will not prejudice the right of the Board to transfer employees.

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

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

13 GENERAL PROVISIONS (Continued)

D. Vacancies (Cont'd)

1. Notification of Vacancies (Cont'd)

Employees are required to submit a written letter of application with current resume for each specific competition.

2. Vacancies - Effective Date

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

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

3. Term Employees - Request for Transfer or Notice of Termination

End of April each year is to be the cut-off date for requests to transfer or notice of termination by Term Employees to the Vancouver School Board. This is to enable postings of term vacancies to be circulated and dealt with prior to end of school term.

4. Mailing of Postings

Upon the request of any employee, postings shall be mailed to a specified address during lay-off, leave of absence, or vacation as far as is administratively possible.

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

Temporary employees who have worked 1350 hours in term positions or secretarial and administrative support, within the twenty-four (24) consecutive months prior to the posting will be in competition with internal applicants with seniority in accordance with 13 D.5. and will have preference over external candidates.

13 GENERAL PROVISIONS (Continued)

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E. Health and Safety

Both parties desire healthful and safe working environments. To this end V.M.R.E.U. member(s) working at the V.S.B. shall be appointed by the Union to any Health and Safety Committees.

An employee who feels he/she is working in unsafe conditions should bring this matter up with his/her supervisor expressing his/her concerns and his/her opinion as to the reason(s) for the unsafe condition. If concerns remain, he/she may write to the Safety and Health Supervisor regarding the concerns.

The Safety and Health Supervisor will promptly investigate the matter and report on his/her assessment of the alleged unsafe condition. The report will be in writing. A copy will go to the employee, the Union and the Personnel Manager.

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

F. Salary Premium

1. Standard First Aid

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

DATE	BIWEEKLY	MONTHLY
1993 JANUARY 01	\$57.92	\$125.93

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

DATE	PER DIEM
1993 JANUARY 01	\$6.08

First Aid training shall be done on the Board's time, normally during January and February, and in addition the Board shall provide up to one-half (½) day, with pay, to enable the employee to prepare for the examination.



13 GENERAL PROVISIONS (Continued)

F. Salary Premium (Cont'd)

1. Standard First Aid (Cont'd)

All Secretaries - Elementary School shall receive the Standard First Aid Premium and shall be listed on the Schedule of Class Titles at Pay Grade 14. (Pay Grade 15 effective 1994 January 01.) The only exceptions are Secretaries - Elementary School who opted in 1974 not to perform first aid duties.

Employees in secondary schools which do not qualify for industrial first aid may qualify for the Industrial First Aid qualification and be paid at the Industrial First Aid rates as contained in the Collective Agreement if so qualified.

2. Industrial First Aid

Industrial First Aid allowances shall be:

DATE	CLASS	BIWEEKLY	MONTHLY
1993 January 01	Class 'C' certificate	\$67.07	\$145.82
	Class 'B' certificate	\$79.27	\$172.32
	Class 'A' certificate	\$91.43	\$198.77
	Class 'AA' certificate	\$98.43	\$214.00

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

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

DATE	CLASS	PER DIEM
1993 January 01	Class 'C' certificate	\$ 7.04
	Class 'B' certificate	\$ 8.32
	Class 'A' certificate	\$ 9.61
	Class 'AA' certificate	\$11.06

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

13 GENERAL PROVISIONS (Continued)

F. Salary Premium (Cont'd)

2. Industrial First Aid (Cont'd)

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

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

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

3. Health Care Premium

Employees who are assigned to a student with the applicable health care procedures stipulated in the child's care plan, and are required to perform the duties on a fixed or as required schedule throughout each day shall be paid a bi-weekly Premium of forty dollars (\$40.00) for the period the duties are performed. The applicable procedures are ostomy care, gastrostomy care, clean catheterization and seizure management as defined by the Ministry protocols.

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

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

4. Administration of Medication

- (a) A bi-weekly premium of twenty dollars (\$20.00) will be paid to employees (except for those classifications which identify the administration of medication as an illustrative example of work in the class specification) who are assigned the Primary responsibility to administer or supervise the self-administration of medications on a regular basis as part of the health care Plan of one (1) or more students.

13 GENERAL PROVISIONS (Continued)

F. Salary Premium (Cont'd)

4. Administration of Medication (Cont'd)

- (b) Where an employee is required to administer medications or supervise the self-administration of medications, the following conditions must be met:
- (c)
  - i. Written authorization and instructions for administration of medication must be received from the student's attending physician, confirming that medication is **required** while the child is attending school.
  - ii. The child's parent or guardian has made a written request for the school's assistance and has discussed the situation with school personnel.
  - iii. Adequate instructions and training have been received from a qualified health care professional.
  - iv. Appropriate storage is provided.
- (d) It is understood that any employee may be required to administer medications or supervise the self-administration of medications in an emergency situation.
- (e) The Board will indemnify and save harmless any employee against claims arising from the administration of medication, supervision of self-administration or performance of physical procedures.

5. Language Premium

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

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

- (a) for a minimum of one (1) additional calendar year, providing he/she does not voluntarily leave the position
- or
- (b) until he/she refuses transfer to another worksite where his/her second language skills would be required.

13 GENERAL PROVISIONS (Continued)

G. General Changes

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

H. present Conditions and Benefits

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

I. Payment of Wages

1. The Board agrees that when the new payroll computer system is up, a new format and design for cheques and Deposit Advice shall be made which shall give full details of all payments, deductions, deposits and miscellaneous adjustments on the Deposit Advice or Statement.
2. The responsibility for ensuring that a timesheet arrives at the Board office rests with the employee. In the event that an employee does not receive a cheque on time, said employee may contact the Payroll Office by telephone to inform the Board that a cheque has not been received, at which time an advance cheque shall be drafted that day for collection by the employee, provided that a timesheet is received by the Payroll Office and at least four (4) hours' notice prior to the end of business for that day has been given; otherwise the cheque shall be prepared the following working day.

J. Banking of Pay

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

K. Early Cheque Pick-up

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

13 GENERAL PROVISIONS (Continued)

L. personnel File

1. Employee Access and Location

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

2. Material of Negative or Adverse Nature

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

3. Removing Material of Negative or Adverse Nature

Written reprimands or other disciplinary action shall remain on an employee's file for not less than six (6) months and not more than thirty-six (36) months depending on the gravity of the reason for the document and providing there has been no further reprimand or other discipline. The Board shall, therefore, state on each 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.

M. Handicapped Persons

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

N. Mileage

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

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

13 GENERAL PROVISIONS (Continued)

O. Parking

Effective 1984 August 1 the Board shall set a fixed **rate** for employee parking in its Metro parking area at the Administration Building at ten dollars (\$10.00) per month.

P. Employee Rights

1. Each employee shall be given a copy of the Class Specification of the position to which the employee has been appointed at the time of appointment. Any employee may request a copy of the employee's Class Specification at any time. Major revisions to a Class Specification pertaining to positions covered by the V.M.R.E.U. Agreement shall require the Board to post the new Class Specification in the same way as other legal notices are posted.
2. Employees will be treated fairly and equitably. There will be no infringement on the dignity, status, or human rights of any employee.
3. All legislation or regulations pertaining to labour and the rights of individuals shall be followed in both spirit and practice by the parties to this Agreement.
4. An employee may request the presence of another member of the Union during an internal job interview. In the event that an employee wishes to exercise this option, the employee shall give advance notice of several days to the Human Resources Division. The name of the person who shall accompany that employee shall be provided to ensure the supervisor concerned is notified and a substitute assigned if necessary.

5. Excessive Workload

Any claim of excessive workload may be directed to the Personnel Manager to be dealt with, but shall not be arbitrable.

6. Work of a Personal Nature

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

13 GENERAL PROVISIONS (Continued)

P. Employee Rights (Cont'd)

7. Discipline

When an employee is called to a formal meeting as a result of an investigation for cause, the employee shall be notified in advance and shall be advised of the right to Union representation. In the event that the investigation is of a serious nature, such as one which may result in criminal investigation, notification will be in writing with a copy to the Union and shall contain the allegations. In the event that the employee requests Union representation at the meeting, the meeting shall be held at an appropriate time when a representative is available to attend the meeting.

8. Unsubstantiated Allegations

- (a) An employee who is suspended or who is subsequently reinstated after being dismissed as a result of accusations of child abuse or sexual misconduct shall be assisted in his/her return to duty. Such assistance may include a period of leave of absence, including up to two (2) weeks with pay if the allegations are not substantiated and, notwithstanding the applicable posting provisions, first priority for transfer to a vacant position.
- (b) The Board shall meet with the Union and, in consultation with the employee, make every effort to agree to any public release of information on the matter.
- (c) Where an employee has been under criminal investigation for an incident arising out of employment and the Board and the criminal investigation show no substantiation of an offense, then the Board and the Union may agree to reimburse the employee for legal fees on an equal basis. Such payment will be limited to costs arising out of a defense. The maximum legal fees paid under this provision will be five hundred dollars (\$500.00) per party and will be paid upon agreement by the parties. Neither party shall unreasonably deny such agreement. This provision only applies to those individuals who have applied for and been denied Legal Aid.

Q. Substitute Requests

The Board agrees to maintain a telephone recording service so that persons who are listed as requiring substitute replacement may telephone a specific number and leave a recorded message for the Board, so that an employee's absence and the reason for it shall be noted. When a substitute is required the Board shall make appropriate arrangements.

R. Hours of Work/Transfers

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

13 GENERAL PROVISIONS (Continued)

S. Bargaining Agent

1. Exclusive Bargaining Right

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

2. Interest Groups

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

3. Volunteers

No employee shall suffer loss of position or time solely as a result of volunteers in the school.

4. Joint Union-Management Committee

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A Joint Union-Management Committee should be set up composed of the Personnel Manager, one other School Board official, a school administrator, a business representative/manager of the Union and three (3) Union members, one (1) from the school-based employees and two (2) from non school-based employees. Advisors may be provided by either party as required. The Committee should meet regularly on a fixed day each month while school is in session. It shall deal with any item brought to it by either party and shall have the authority to make recommendations to the Board through committee IV and to the Union membership through the Union executive. Any such recommendation which requires a change to any item covered by the Collective Agreement shall require ratification by both the Board and the Union.

5. Membership Data

The Union may request the Board to provide a comprehensive list of membership data which may be available from the Board's records. The Board agrees to establish data and maintain systems to provide such information as the Board's computer system is able to produce. The requested data shall be produced and provided to the Union without cost. Any such request shall be made solely on the authority of the Business Manager of the Union in writing and such requests shall not number more than six (6) separate occasions in any one (1) calendar year.



13 GENERAL PROVISIONS (Continued)

T. Vehicle Vandalism Compensation

1. On the production of the Vehicle Vandalism Compensation Declaration of Claimant signed by the Principal or Department Head and the production of a certificate or receipt from the I.C.B.C. or garage or auto-body shop that repairs have been done and a deductible amount has been made on such claim, that the Vancouver School Board shall refund to said employee one hundred per cent (100%) of the claim up to the deductible amount stipulated in the employees's I.C.B.C. comprehensive option, to a maximum of two hundred dollars (\$200.00).

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

2. The affidavit and claim should be sent to the Accounts Division by the Principal or Department Head if possible in the month in which the accident occurred or as soon as the documentation has been completed.
3. Personal Property Claim

- (a) The Board shall reimburse any employee whose personal property is @ \_\_\_\_\_ or dam \_\_\_\_\_ or \_\_\_\_\_ replacement or repair cost of the property up to fifty per cent (50%) of the deductible amount stipulated in the employee's insurance policy covering such perils, to a maximum payment of one hundred dollars (\$100.00). The employee shall provide the Board with a copy of the claim approval from his/her insurance carrier.
- (b) The employee shall submit his/her claim on the appropriate V.S.B. claim form. Forms shall be available from each worksite office.

U. 1. Joint Career Development Committee

- (a) The Joint Career Development Committee shall consist of not more than six (6) persons: three (3) representatives appointed by the Union and three (3) representatives appointed by the Board. The purpose of the committee is to plan and organize workshops for the benefit of V.M.P.S.U.-affiliated employees. Such workshops would be designed, planned and administered by the Joint Career Development Committee.

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

13 GENERAL PROVISIONS (Continued)

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

- (b) Courses that are job related and for career enhancement purposes may be approved by the Department Head and the Personnel Manager or designate for the career enhancement of the employee. The approval of these courses will be subject to the guidelines established by the Joint Career Development Committee. The full or partial cost of such courses, having been approved before being taken, shall be refunded to the employee on proof of attendance and satisfactory completion of the course.
- (c) The Board agrees to establish a fund to finance the aforementioned workshops and courses which shall not exceed approximately point one per cent (.1%) of the V.M.R.E.U. salary budget for the fiscal year to be administered by the Joint Committee.

2. Vancouver School Board Courses - C. & C.E.S.

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- (a) Employees may register in, and shall have course fees waived for, any Vancouver School Board courses, provided that:

- i. Courses are taken on the employees' own time;
- ii. No fee-paying student is displaced.
- iii. The employee is responsible for non-instructional costs such as textbooks or supplies;
- iv. An application form is submitted and approved in advance of registration.

Application forms may be obtained from the V.S.B. stockroom and forwarded to the Human Resources Division for approval.

Should rescheduling of duty be required to accommodate attendance at such courses, application should be made to their supervisor.

- (b) Employees, upon retirement with a pension at age fifty-five (55) or older, will be issued with a "gold card" at no cost from C. & C.E.S., which will entitle the individual to the benefits provided. Subsequent cards will be issued annually at no cost upon application to C. & C.E.S.

V. Pregnant or Disabled Workers

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

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

13 GENERAL PROVISIONS (Continued)

W. Secure Storage

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

X. Early Retirement Incentive

The Vancouver School 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.

14 EMPLOYMENT STANDARDS

A. Minimum Daily Pay

1. Subject to paragraph 2., the Board shall pay an employee reporting for work as required by the Board, his/her regular wage for the entire period spent at the place of work, with a minimum in any one (1) day of

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(a) two (2) hours pay unless the employee is unfit to perform his/her duties or he/she has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board, or

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(b) where the employee commences work, four (4) hours pay unless his/her work is suspended because of inclement weather or other reasons completely beyond the control of the Board in which case paragraph (a) applies.

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2. The Board shall pay a school student reporting for work on his/her school day as required by the Board his/her regular wage for the entire period spent at the place of work, with a minimum in any one (1) day of two (2) hours pay, whether or not he/she commences work.

B. Hours Free from Work

1. Unless he/she complies with paragraph 2., the Board shall ensure that each employee has at least thirty-two (32) consecutive hours free from work each week.

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2. If the Board requires or allows an employee to work during the thirty-two (32) hour period referred to in paragraph 1. it shall pay the employee double his/her regular wage for all hours worked during that period.

C. Meal Breaks

1. The Board shall ensure that each employee has an eating period of at least one-half ( $\frac{1}{2}$ ) hour, at intervals that will result in no employee working longer than five (5) consecutive hours without an eating period.

14 EMPLOYMENT STANDARDS (Continued)

C. Meal Breaks (Cont'd)

2. For the purpose of computing the hours worked by an employee, the periods allowed an employee for eating shall not be counted as hours worked unless the employee is required to work during those periods.

D. Work Free Period

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

E. General

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

SCHEDULE OF CLASS TITLES AND PAY GRADES

<u>CLASS TITLE</u>	<u>1993 JAN. 01</u>	<u>1994 JAN. 01</u>
	<u>PAY GRADE</u>	<u>PAY GRADE</u>
Accounting clerk I	12	13
Accounting Clerk II	14	15
Accounting clerk III	17	17
Accounting Clerk IV	22	22
# Accounting Clerk Typist	10	11
Accounting Supervisor	24	24
Alternative Program Secretary	12	13
Alternative Program Worker	15	15
Analyst - Information Systems	29	29
Aquatic Specialist	16	17
Assessment Researcher	25	25
Assistant Payroll Clerk	17	17
Assistant Technician (A/V)	17	17
Bindery Clerk	11	11
Book Clerk	10	11
Braille Transcriber	20	20
Budget Clerk	14	15
Buyer I	19	19
Cashier	14	15
Child Care Worker I	21	21
Child Care Worker II	23	23
Clerk I	9	11
# Clerk II	12	13
Clerk III	15	15
Clerk IV	19	19
Clerk - Admin. Computer	14	15
Clerk - Data Conversion	14	15
clerk Key punch Operator I	13	13
clerk Key punch Operator II	14	15
clerk stenographer I	9	11
Clerk Stenographer II	11	11
# Clerk Stenographer III	15	15
# clerk Typist II	9	11
Community School Night Attend.	9	11
Community School Secretary	12	13
Computer Operator	19	19
Computer Programmer	24	24
Computer Trainee	17	17
• Dispatcher	19	19
District Student Events Assist.	19	19
* Drafter	21	21
Educational Researcher	25	25
* Engineering Technician	25	25
First Nations School Support Worker	21	21
Graphic Technician	17	17
Home & School Worker	21	21
Information Clerk	11	11
Interpreter - Sign Language	17	17
• Inventory Control Clerk	20	20
Leave Clerk	14	15
Librarian	21	21
Library Clerk II	9	11

	Library clerk III	12	13
	Library clerk IV	14	15
	Library clerk V	16	17
	Library Technician	18	18
	Mail Distribution Worker	9	11
	Multilingual Staff Associate	21	21
	Neighbourhood Assistant	17	17
	Payroll Clerk	20	20
	Payroll Records Clerk	12	13
	Photographer	17	17
	Press operator	13	13
	Probation Assistant	21	21
	Production Technician	17	17
	Program Facilitator	19	19
	Programmer Analyst	27	27
	Project Leader, W.O.W.	21	21
	Receiving Checker	16	17
*	Receiving Checker, Distribution Centre	18	18
	Rentals clerk	17	17
	Science Assistant	15	15
	Secretary I	17	17
	Secretary II	20	20
	Secretary - Elementary School	14	15
	Senior Buyer	24	24
	Senior Press Operator	20	20
•	Senior Stores <u>Coordinator</u>	22	22
	Shipper/Receiver (Media Services & Technology)	13	13
	Special Education Assistant	15	15
	Staff Assistant	10	11
•	<del>Storesperson</del>	17	17
#*	Stores Clerk	10	11
	<u>Stores Coordinator</u>	20	20
	Student Worker	Special Rate	
	Substitute Clerk I	10	11
	Substitute Clerk II	12	13
	Substitute Clerk III	14	15
	Systems Trainer	24	24
	Teacher Centre Clerk	15	15
	Teachers' Documentation Clerk	12	13
	Technical Services Coordinator	27	27
	Technician I	19	19
	Technician II	21	21
	Technician III	23	23
	Telephone Operator I	9	11
	Telephone Operator II	11	11
*	Tool Room Attendant	19	19
	User Support Assistant	20	20
	User Support Assistant II	24	24
	Word Processor I	11	11
	Word Processor II	13	13
	Work Experience Clerk	12	13
	Work Experience/Employment Facilitator	21	21
	Work Orientation Trainer	18	18
**	Workshop Telephone Operator	09	11

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

Special Rate: Student Worker - hourly

\$8.47 effective 1993 January 01

\$8.64 effective 1993 July 01

\$8.81 effective 1994 July 01

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

• Located at Workshop

# Effective 1988 January 1, those employed in this position at the workshop to receive the same hourly rate as 35 hours per week employees for 37.5 hours per week.

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SCHEDULE OF BIWEEKLY WAGE RATES EFFECTIVE 1993 JANUARY 01

Pay Grade	Equivalent Hourly Rate at					Equivalent Hourly Rate at			Pay Grade
	First Step	Step 1	Step 2	Step 3	Step 4	Step 5	Top Step		
09	14.81					1074.07	15.34	09	
10	14.81				1074.07	1092.04	15.60	10	
11	<i>Base</i>			1074.07	1092.04	1103.28	15.76	11	
12	15.08		1074.07	1092.04	1103.28	1121.25	16.02	12	
13	15.34	1074.07	1092.04	1103.28	1121.25	1131.74	16.17	13	
14	15.60	1092.04	1103.28	1121.25	1131.74	1150.46	16.44	14	
15	15.76	1103.28	1121.25	1131.74	1150.46	1160.95	16.59	15	
16	16.02	1121.25	1131.74	1150.46	1160.95	1192.65	17.04	16	
17	16.17	1131.74	1150.46	1160.95	1192.65	1245.09	17.79	17	
18	16.44	1150.46	1160.95	1192.65	1245.09	1296.91	18.53	18	
19	16.58	1160.95	1192.65	1245.09	1296.91	1352.97	19.33	19	
20	17.04	1192.65	1245.09	1296.91	1352.97	1418.83	20.27	20	
21	17.79	1245.09	1296.91	1352.97	1418.83	1480.39	21.15	21	
22	18.53	1296.91	1352.97	1418.83	1480.39	1546.23	22.09	22	
23	19.33	1352.97	1418.83	1480.39	1546.23	1620.01	23.14	23	
24	20.27	1418.83	1480.39	1546.23	1620.01	1690.11	24.14	24	
25	21.15	1480.39	1546.23	1620.01	1690.11	1766.33	25.23	25	
26	22.09	1546.23	1620.01	1690.11	1766.33	1852.27	26.46	26	
27	23.14	1620.01	1690.11	1766.33	1852.27	1937.62	27.68	27	
28	24.14	1690.11	1766.33	1852.27	1937.62	2015.64	28.79	28	
29	25.23	1766.33	1852.27	1937.62	2015.64	2096.27	29.95	29	

SPECIAL RATE: student Worker - hourly \$8.47 effective 1993 January 01 plus fourteen per cent (14%) in lieu of all benefits.

NOTE: Term Employees are paid on a pro rata basis if working less than seven (7) hours per day. All such schedules are available from Human Resources.



SCHEDULE OF ~~BI~~WEEKLY WAGE RATES EFFECTIVE 1993 JULY 01

Pay Grade	Equivalent Hourly Rate at First Step	Step 1	Step 2	step 3	Step 4	Step 5	Equivalent Hourly Rate at Top Step	Pay Grade
09	15.65					1095.55	15.65	09
10	15.65				1095.55	1113.88	15.91	10
11	15.65			1095.55	1113.88	1125.35	16.08	11
12	15.38		1095.55	1113.88	1125.35	1143.68	16.34	12
13	15.65	1095.55	1113.88	1125.35	1143.68	1154.37	16.49	13
14	15.91	1113.88	1125.35	1143.68	1154.37	1173.47	16.76	14
15	16.08	1125.35	1143.68	1154.37	1173.47	1184.17	16.92	15
16	16.34	1143.68	1154.37	1173.47	1184.17	1216.50	17.38	16
17	16.49	1154.37	1173.47	1184.17	1216.50	1269.99	18.14	17
18	16.76	1173.47	1184.17	1216.50	1269.99	1322.85	18.90	18
19	16.92	1184.17	1216.50	1269.99	1322.85	1380.03	19.71	19
20	17.38	1216.50	1269.99	1322.85	1380.03	1447.21	20.67	20
21	18.14	1269.99	1322.85	1380.03	1447.21	1510.00	21.57	21
22	18.90	1322.85	1380.03	1447.21	1510.00	1577.15	22.53	22
23	19.71	1380.03	1447.21	1510.00	1577.15	1652.41	23.61	23
24	20.67	1447.21	1510.00	1577.15	1652.41	1723.91	24.63	24
25	21.57	1510.00	1577.15	1652.41	1723.91	1801.66	25.74	25
26	22.53	1577.15	1652.41	1723.91	1801.66	1889.32	26.99	26
27	23.61	1652.41	1723.91	1801.66	1889.32	1976.37	28.23	27
28	24.63	1723.91	1801.66	1889.32	1976.37	2055.95	29.37	28
29	25.74	1801.66	1889.32	1976.37	2055.95	2138.20	30.55	29

SPECIAL RATE: student Worker - hourly \$8.64 effective 1993 July 01 plus fourteen per cent (14%) in lieu of all benefits.

NOTE: Term Employees are paid on a pro rata basis if working less than seven (7) hours per day. All such schedules are available from Human Resources.

SCHEDULE OF BIWEEKLY WAGE RATES EFFECTIVE 1994 JANUARY 01

Pay Grade	Equivalent Hourly Rate at First Step	step 2	Step 3	Step 4	Step 5	Equivalent Hourly Rate at Top Step	Pay Grade
11	15.91			1113.88	1125.35	16.08	11
13	16.08		1125.35	1143.68	1154.37	16.49	13
15	16.34	1143.68	1154.37	1173.47	1184.17	16.92	15
17	16.76	1173.47	1184.17	1216.50	1269.99	18.14	17
18	16.92	1184.17	1216.50	1269.99	1322.85	18.90	18
19	17.38	1216.50	1269.99	1322.85	1380.03	19.71	19
20	18.14	1269.99	1322.85	1380.03	1447.21	20.67	20
21	18.90	1322.85	1380.03	1447.21	1510.00	21.57	21
22	19.71	1380.03	1447.21	1510.00	1577.15	22.53	22
23	20.67	1447.21	1510.00	1577.15	1652.41	23.61	22
24	21.57	1510.00	1577.15	1752.41	1723.91	24.63	24
25	22.53	1577.15	1652.41	1723.91	1801.66	25.74	25
26	23.61	1652.41	1723.91	1801.66	1889.32	26.99	26
27	24.63	1723.91	1801.66	1889.32	1976.37	28.23	27
28	25.74	1801.66	1889.32	1976.37	2055.95	29.32	28
29	26.99	1889.32	1976.37	2055.95	2138.20	30.55	29

SPECIAL RATE: Student Worker - hourly **\$8.64** effective **1994 January 01** plus fourteen per cent (14%) in lieu of all benefits.

NOTE: Term Employees are paid on a pro rata basis if working less than seven (7) hours per day. All such schedules are available from Human Resources.

SCHEDULE OF BIWEEKLY WAGE RATES EFFECTIVE 1994 JULY 01

Pay Grade	Equivalent Hourly Rate at First Step	step 2	step 3	step 4	step 5	Equivalent Hourly Rate at Top Step	Pay Grade
11	16.23			1136.16	1147.86	16.40	11
13	16.40		1147.86	1166.55	1177.46	16.82	13
15	16.67	1166.55	1177.46	1196.94	1207.85	17.25	15
17	17.10	1196.94	1207.85	1240.83	1295.39	18.51	17
18	17.25	1207.85	1240.83	1295.39	1349.31	19.28	18
19	17.73	1240.83	1295.39	1349.31	1407.63	20.11	19
20	18.51	1295.39	1349.31	1407.63	1476.15	21.09	20
21	19.28	1349.31	1407.63	1476.15	1540.20	22.00	21
22	20.11	1407.63	1476.15	1540.20	1608.69	22.98	22
23	21.09	1476.15	1540.20	1608.69	1685.46	24.08	22
24	22.00	1540.20	1608.69	1685.46	1758.39	25.12	24
25	22.98	1608.69	1685.46	1758.39	1837.69	26.25	25
26	24.08	1685.46	1758.39	1837.69	1927.11	27.53	26
27	25.12	1758.39	1837.69	1927.11	2015.90	28.80	27
28	26.25	1837.69	1927.11	2015.90	2097.07	29.96	28
29	27.53	1927.11	2015.90	2097.07	2180.96	31.16	29

SPECIAL RATE:      Student Worker - hourly \$8.81 effective 1994 July 01 plus  
fourteen per cent (140) in lieu of all benefits.

NOTE:              Term Employees are paid on a pro rata basis if working less than seven (7)  
hours per day. All such schedules are available from the Human Resources.

SCHEDULE OF HOURLY RATES FOR WORKSHOP POSITIONS 1993 JULY 01

Position	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Clerk Typist II ) Workshop Telephone)	09					15.65
Operator ) Stores clerk ) Acctg. Clerk Typist)	10				15.65	15.91
Clerk II	12		15.65	15.91	16.08	16.34
Clerk Stenographer III	15	16.08	16.34	16.49	16.76	16.92
Stores <del>person</del>	17	15.39	15.65	15.79	16.22	16.93
Receiver Checker, Distribution Centre	18	15.65	15.79	16.22	16.93	17.64
Dispatcher ) Tool Room Attendant)	19	15.79	16.22	16.93	17.64	18.40
Stores <u>Coordinator</u> ) Invent. Control Clk.)	20	16.22	16.93	17.64	18.40	19.30
Drafter	21	16.93	17.64	18.40	19.30	20.13
Senior Stores <u>Coor.</u>	22	17.64	18.40	19.30	20.13	21.03
Engineering Technician	25	20.13	21.03	22.03	22.99	24.02

SCHEDULE OF BIWEEKLY RATES FOR WORKSHOP POSITIONS 1993 JULY 01

Position	Pay Grade	Step 1	Step 2	Step 3	Step 4	step 5
clerk Typist II ) Workshop Telephone)	09					1173.75
Operator ) Stores Clerk ) Acctg. Clerk Typist)	10				1173.75	1193.25
Clerk II	12		1173.75	1193.25	1206.00	1225.50
Clerk Stenographer III	15	1206.00	1225.37	1236.83	1257.29	1268.75
Stores <del>person</del>	17	1154.37	1173.47	1184.17	1216.50	1269.99
Receiver Checker, Distribution Centre	18	1173.47	1184.17	1216.50	1269.99	1322.85
Dispatcher ) Tool Room Attendant)	19	1184.17	1216.50	1269.99	1322.85	1380.03
Stores <u>Coordinator</u> ) Invent. Control Clk.)	20	1216.50	1269.99	1322.85	1380.03	1447.21
Drafter	21	1269.99	1322.85	1380.03	1447.21	1510.00
senior stores <u>Coor.</u>	22	1322.85	1380.03	1447.21	1510.00	1577.15
Engineering Technician	25	1510.00	1577.15	1652.41	1723.91	1801.66

SCHEDULE OF HOURLY RATES FOR WORKSHOP POSITIONS 1994 JANUARY 01

Position	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
clerk Typist II )	11				15.91	16.08
Workshop Telephone )						
Operator )						
stores Clerk )						
Acctg. Clerk Typist)						
clerk II	13			16.08	16.34	16.49
Clerk Stenographer III	15		16.34	16.49	16.76	16.92
Storesperson	17		15.65	15.79	16.22	16.93
Receiver Checker,						
Distribution Centre	18		15.79	16.22	16.93	17.64
Dispatcher )	19		16.22	16.93	17.64	18.40
Tool Room Attendant)						
Stores Coordinator )	20		16.93	17.64	18.40	19.30
Invent. Control Clk.)						
Drafter	21		17.64	18.40	19.30	20.13
Senior Stores Coor.	22		18.40	19.30	20.13	21.03
Engineering Technician	25		21.03	22.03	22.98	24.02

SCHEDULE OF BIWEEKLY RATES FOR WORKSHOP POSITIONS 1994 JANUARY 01

Position	Pay Grade	Step 1	Step 2	Step 3	step 4	Step 5
Clerk Typist II )	11				1193.25	1206.00
Workshop Telephone )						
Operator )						
Stores Clerk )						
Acctg. Clerk Typist)						
clerk II	13			1206.00	1225.50	1236.75
clerk Stenographer III	15		1225.50	1236.75	1257.00	1269.00
Storesperson	17		1173.47	1184.17	1216.50	1269.99
Receiver Checker,						
Distribution Centre	18		1184.17	1216.50	1269.99	1322.85
Dispatcher )	19		1216.50	1269.99	1322.85	1380.03
Tool Room Attendant)						
Stores Coordinator )	20		1269.99	1322.85	1380.03	1447.21
Invent. Control Clk.)						
Drafter	21		1322.85	1380.03	1447.21	1510.00
Senior Stores Coor.	22		1380.03	1447.21	1510.00	1577.15
Engineering Technician	25		1577.15	1652.41	1723.91	1801.66

SCHEDULE OF HOURLY RATES FOR WORKSHOP POSITIONS 1994 JULY 01

Position	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Clerk Typist II )	11				16.23	16.40
Workshop Telephone )						
Operator )						
Stores Clerk )						
Acctg. Clerk Typist)						
Clerk II	13			16.40	16.67	16.82
Clerk Stenographer III	15		16.67	16.82	17.10	17.26
Storesperson	17		15.96	16.10	16.54	17.27
Receiver Checker,						
Distribution Centre	18		16.10	16.54	17.27	17.99
Dispatcher )	19		16.54	17.27	17.99	18.77
Tool Room Attendant)						
Stores Coordinator )	20		17.27	17.99	18.77	19.68
Invent. Control Clk.)						
Drafter	21		17.99	18.77	19.68	20.54
Senior Stores Coor.	22		18.77	19.08	20.54	21.45
Engineering Technician	25		21.45	22.47	23.45	24.50

SCHEDULE OF BIWEEKLY RATES FOR WORKSHOP POSITIONS 1994 JULY 01

Position	Pay Grade	Step 1	step 2	Step 3	Step 4	Step 5
Clerk Typist II )	11				1217.25	1230.00
Workshop Telephone )						
operator )						
Stores Clerk )						
Acctg. Clerk Typist)						
Clerk II	13			1230.00	1250.25	1261.50
clerk Stenographer III	15		1250.25	1261.50	1282.50	1293.75
Storesperson	17		1196.94	1207.85	1240.83	1295.39
Receiver Checker,						
Distribution Centre	18		1207.85	1240.83	1295.39	1349.31
Dispatcher )	19		1240.83	1295.39	1349.31	1407.63
Tool Room Attendant)						
Stores Coordinator )	20		1295.39	1349.31	1407.63	1476.15
Invent. Control Clk.)						
Drafter	21		1349.31	1407.63	1476.15	1540.20
senior Stores Coor.	22		1407.63	1476.15	1540.20	1608.69
Engineering Technician	25		1608.69	1685.46	1758.39	1837.69

SCHEDULE OF MONTHLY WAGE RATES EFFECTIVE 1993 JANUARY 01

(Factor: 152.25 hours per month)

Pay Grade	Equivalent Hourly Rate at					Equivalent Hourly Rate at		Pay Grade
	First Step	Step 1	Step 2	step 3	Step 4	Step 5	Top Step	
09	14.81					2335.12	15.34	09
10	14.81				2335.12	2374.19	15.60	10
11	14.81			2335.12	2374.19	2398.62	15.76	11
12	15.08		2335.12	2374.19	2398.62	2437.69	16.02	12
13	15.34	2335.12	2374.19	2398.62	2437.69	2460.50	16.17	13
14	15.60	2374.19	2398.62	2437.69	2460.50	2501.20	16.44	14
15	15.76	2398.62	2437.69	2460.50	2501.20	2524.00	16.59	15
16	16.02	2437.69	2460.50	2501.20	2524.00	2592.92	17.04	16
17	16.17	2460.50	2501.20	2524.00	2592.92	2706.93	17.79	17
18	16.44	2501.20	2524.00	2592.92	2706.93	2819.57	18.53	18
19	16.58	2524.00	2592.92	2706.93	2819.57	2941.47	19.33	19
20	17.04	2592.92	2706.93	2819.59	2941.47	3084.65	20.27	20
21	17.79	2706.93	2819.59	2941.47	3084.65	3218.49	21.15	21
22	18.53	2819.59	2941.47	3084.65	3218.49	3361.63	22.09	22
23	19.33	2941.47	3084.65	3218.49	3361.63	3522.04	23.14	23
24	20.27	3084.65	3218.49	3361.63	3522.04	3674.44	24.14	24
25	21.15	3218.49	3361.63	3522.04	3674.44	3840.15	25.23	25
26	22.09	3361.63	3522.04	3674.44	3840.15	4026.99	26.46	26
27	23.14	3522.04	3674.44	3840.15	4026.99	4212.55	27.68	27
28	24.14	3674.44	3840.15	4026.99	4212.55	4383.17	28.79	28
29	25.23	3840.15	4026.99	4212.55	4383.17	4558.50	29.95	29

SCHEDULE OF MONTHLY WAGE RATES EFFECTIVE 1993 JULY 01

(Factor: 152.25 hours per month)

Pay Grade	Equivalent Hourly Rate at First step	Step 1	Step 2	Step 3	Step 4	Step 5	Equivalent Hourly Rate at Top step	Pay Grade
09	15.65					2381.82	15.65	09
10	15.65				2381.82	2421.67	15.91	10
11	15.65			2381.82	2421.67	2446.60	16.08	11
12	15.65		2381.82	2421.67	2446.60	2486.46	16.34	12
13	15.65	2381.82	2421.67	2446.60	2486.46	2509.70	16.49	13
14	15.91	2421.67	2446.60	2486.46	2509.70	2551.22	16.76	14
15	16.08	2446.60	2486.46	2509.70	2551.22	2574.48	16.92	15
16	16.34	2486.46	2509.70	2551.22	2574.48	2644.77	17.38	16
17	16.49	2509.70	2551.22	2574.48	2644.77	2761.06	18.14	17
18	16.76	2551.22	2574.48	2644.77	2761.06	2875.99	18.90	18
19	16.92	2574.48	2644.77	2761.06	2875.99	3000.30	19.71	19
20	17.38	2644.77	2761.06	2875.99	3000.30	3146.36	20.67	20
21	18.14	2761.06	2875.99	3000.30	3146.36	3282.87	21.57	21
22	18.90	2875.99	3000.30	3146.36	3282.87	3428.86	22.53	22
23	19.71	3000.30	3146.36	3282.87	3428.86	3592.48	23.61	23
24	20.67	3146.36	3282.87	3428.86	3592.48	3747.92	24.63	24
25	21.57	3282.87	3428.86	3592.48	3747.92	3916.96	25.74	25
26	22.53	3428.86	3592.48	3747.92	3916.96	4107.54	26.99	26
27	23.61	3592.48	3747.92	3916.96	4107.54	4296.79	28.23	27
28	24.63	3747.92	3916.96	4107.54	4296.79	4469.81	29.37	28
29	25.74	3916.96	4107.54	4296.79	4469.81	4648.62	30.55	29



SCHEDULE OF MONTHLY WAGE RATES EFFECTIVE 1994 JANUARY 01

(Factor: 152.25 hours per month)

Pay Grade	Equivalent Hourly Rate at First Step	Step 2	Step 3	Step 4	Step 5	Equivalent Hourly Rate at Top Step	Pay Grade
11	15.91			2421.67	2446.60	16.08	11
13	16.08		2446.60	2486.46	2509.70	16.49	13
15	16.34	2486.46	2509.70	2551.22	2574.48	16.92	15
17	16.76	2551.22	2574.48	2644.77	2761.06	18.14	17
18	16.92	2574.48	2644.77	2761.06	2875.99	18.90	18
19	17.38	2644.77	2761.06	2875.99	3000.30	19.71	19
20	18.14	2761.06	2875.99	3000.30	3146.36	20.67	20
21	18.90	2875.99	3000.30	3146.36	3282.87	21.57	21
22	19.71	3000.30	3146.36	3282.87	3428.86	22.53	22
23	20.67	3146.36	3282.87	3428.86	3592.48	23.61	23
24	21.57	3282.87	3428.86	3592.48	3747.92	24.63	24
25	22.53	3428.86	3592.48	3747.92	3916.96	25.74	25
26	23.61	3592.48	3747.92	3916.96	4107.54	26.99	26
27	24.63	3747.92	3916.96	4107.54	4296.79	28.23	27
28	25.74	3916.96	4107.54	4296.79	4469.81	29.37	28
29	26.99	4107.54	4296.79	4469.81	4648.62	30.55	29

SCHEDULE OF MONTHLY WAGE RATES EFFECTIVE 1994 JULY 01

(Factor: 152.25 hours per month)

Pay Grade	Equivalent Hourly Rate at First step	Step 2	Step 3	Step 4	Step 5	Equivalent Hourly Rate at Top Step	Pay Grade
11	16.23			2470.11	2495.54	16.40	11
13	16.40		2495.54	2536.18	2559.90	16.82	13
15	16.67	2536.18	2559.90	2602.25	2625.97	17.25	15
17	17.10	2602.25	2625.97	2697.67	2816.29	18.51	17
18	17.25	2625.97	2697.67	2816.29	2933.51	19.28	18
19	17.73	2697.67	2816.29	2933.51	3060.30	20.11	19
20	18.51	2816.29	2933.51	3060.30	3209.27	21.09	20
21	19.28	2933.51	3060.30	3209.27	3348.52	22.00	21
22	20.11	3060.30	3209.27	3348.52	3497.43	22.98	22
23	21.09	3209.27	3348.52	3497.43	3664.33	24.08	23
24	22.00	3348.52	3497.43	3664.33	3822.89	25.12	24
25	22.98	3497.43	3664.33	3822.89	3995.29	26.25	25
26	24.08	3664.33	3822.89	3995.29	4189.70	27.53	26
27	25.12	3822.89	3995.29	4189.70	4382.73	28.80	27
28	26.25	3995.29	4189.70	4382.73	4559.20	29.96	28
29	27.53	4189.70	4382.73	4559.20	4741.59	31.16	29

PROBATIONARY PERIOD

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

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

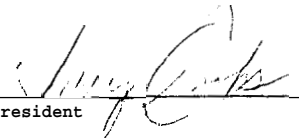
CLASS TITLE

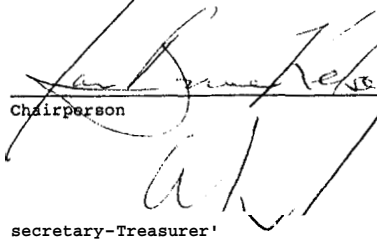
Accounting Clerk III  
Accounting Clerk IIIA  
Accounting Clerk IV  
Accounting Clerk V  
Buyer I  
Computer Programmer  
District Student Events Assistant  
Educational Researcher  
Engineering Technician  
Inventory Control Clerk  
Librarian I  
Payroll Clerk  
Programmer Analyst  
Senior Buyer  
Technician II (A/V Equipment)  
Work Experience Facilitator


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

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

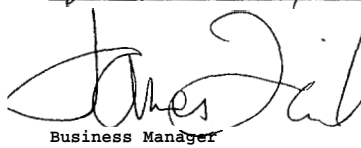
SEALED WITH THE SEAL OF THE BOARD  
OF SCHOOL TRUSTEES OF SCHOOL  
DISTRICT NO. 39 (VANCOUVER)

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Secretary-Treasurer

Secretary-Treasurer

  
\_\_\_\_\_  
Business Manager

1993 October 29  
\_\_\_\_\_  
Date

1987 April 9

Letter of Understanding

Mr. R. Donnelly, Business Manager  
Vancouver Municipal and Regional Employees' Union  
#300, 545 West 10th Avenue  
Vancouver, B.C.  
V5Z 1K9

Dear Mr. Donnelly; RE: Time Limitation re V.D.T. Use

The parties agree that for the term of this contract Clause 12 A. shall not contain a time limit for the number of hours per day to be worked by an employee on a V.D.T. The parties understand the Union's position to be a maximum of five (5) hours per day and the Board's position to be no employee shall be required to work more than a maximum of five (5) hours per day but that an employee may choose or wish to continue a full shift on a V.D.T. in preference to reassignment.

During the term of the Agreement the parties shall continue studying this problem through the Labour-Management Committee with particular reference to the development at the City of Vancouver and shall endeavour to provide suitable wording for the new collective agreement 1987 January through December.

Yours truly,

G.M. Wilson  
Director of Employee Relations

GMW/lab

1985 June 21

Letter of Understanding

Mr. R. Donnelly, Business Manager  
Vancouver Municipal and Regional Employees' Union  
#300, 848 West 10th Avenue  
Vancouver, B.C.  
V5Z 1K9

Dear Mr. Donnelly:

The parties agree that those persons who were age sixty-five **(65)** or older and who had indicated before 1985 April 1 that they wished to continue in employment beyond the 1984/85 school year shall not be affected by the two **(2)** year maximum term of continued employment as specified in Clause 2 D. 2. for the term of this Agreement or up to the end of the 1986/87 school year, whichever is the later.

The parties further agree that should current court challenges to the legality result in mandatory retirement being unconstitutional then the limits specified in Clause 2 D. 2. shall be null and void.

Yours truly,

G.M. Wilson  
Director of Employee Relations

/lab

1993 April 21

Letter of Understanding

Mr. Glen Hillson  
staff Representative

545 West 10th Avenue  
Vancouver, B.C.  
V5Z 1K9

Dear Mr. Hillson:

re: Pre-Death Benefits

The Board agrees to make arrangements with Sun Life, life insurance  
carrier for V.M.R.E.U.-affiliated employees, to add a "pre-death benefit"  
provision to the life insurance coverage, assuming that this benefit is at  
no additional cost to the Board

yours truly,

Anne Stobart  
Employee Relations officer

1993 February 17

Letter of Understanding

Mr. Glen Hillson  
Staff Representative  
VMREU  
345 West 10th Avenue  
Vancouver, B.C.  
V5Z 1K9

Dear Mr. Hillson:

re: Career Development

The parties are committed to offer career development workshops related to the work of V.M.B.E.U.-affiliated employees on Board time as far as is practical and at no additional costs to the Board. Such workshops would be offered at times when substitute staff would not be required, e.g., district or area wide professional development days.

The responsibility of planning and organizing workshops and of maximizing these workshop opportunities within the existing budget is delegated to the Career Development Committee as outlined in clause 13. U.1.

Yours truly,

Anne Stobart  
Employee Relations Officer



Letter of Understanding

1993 February 24

Mr. Glen Hillson  
Staff Representative  
VMREU  
545 West 10th Avenue  
Vancouver, B.C.  
V5Z 1K9

Dear Mr. Hillson:

re: Term Pay Procedures

The parties agree that for the 1992-93 school year only Term Employees shall be paid from 1992 September 01 to 1993 June 25. Vacation pay will be reconciled accordingly.

yours truly,

Anne Stobart  
Employee Relations Officer

Letter of Understanding

1993 April 21

Mr. Glen Hillson  
Staff Representative

545 West 10th Avenue  
Vancouver, B.C.  
V5Z 1K9

Dear Mr. Hillson:

re: Long Term Temporary Assignments

The Board agrees to limit the use of long term temporary employees, as far as possible, to that of holding a position for an employee on an approved leave of absence.

Temporary employees for shorter terms such as special projects, leave coverase, extra help, etc., shall be hired with the length of time estimated and the purpose stated in the letter of appointment copied to the Union.

Yours truly,

Anne Stobart  
Employee Relations Officer

Letter of Understanding

1993 April 23

Mr. Glen Hillson  
Staff Representative

545 West 10th Avenue  
Vancouver, B.C.  
V5Z 1K9

Dear Mr. Hillson:

re: Pay Equity

The Board agrees to approach the Provincial government, either alone or jointly with the V.M.R.E.U., in a concerted attempt to obtain designated funding for pay equity. Any such funds obtained will be allocated in a manner to be negotiated by the parties. Failure to agree on the method of allocation will result in the matter being referred to an arbitration board for final and binding settlement.

should the request for funds be denied by the provincial government the matter will be considered closed for the term of this collective agreement.

Yours truly,

Anne Stobart  
Employee Relations Officer

Letter of Understanding

1993 July 6

Mr. Glen Hillson  
Staff Representative  
VMREU  
345 West 10th Avenue  
Vancouver, B.C.  
V5Z 1K9

Dear Mr. Hillson:

The parties agree to the following for the 1993/94 and 1994/95 school years:

1. There will be no additional layoff of V.M.R.S.U.-affiliated employees during the 1993/94 school year beyond those identified in the April 1993 budget cuts.
2. Before January 1, 1994, the parties shall strike a subcommittee of the Joint Union/Management Committee the purpose of which is to consider and reach agreement on the means of minimizing any layoffs and the impact of any layoffs in the 1994/95 school year.
3. The options to be considered by the subcommittee shall include (but not be limited to):
  - (a) severance pay;
  - (b) retraining;
  - (c) early retirement;
  - (d) leaves of absence under the agreement; and
  - (e) leaves of absence not provided for in the agreement.
4. The subcommittee shall meet at the request of either party.
5. Subject to paragraph 7, below, the Board shall implement agreements reached by the subcommittee under this Letter of Understanding.
6. This Letter of Understanding is not subject to the grievance procedure in the collective agreement. Any dispute arising under this Letter of Understanding, including an issue under paragraph 2 on which the subcommittee is unable to reach agreement, may be referred by either party to Vince Ready for mediation and binding arbitration.
7. The Board shall not incur costs in excess of \$200,000 under this Letter Of Understanding.

8. The above provisions will not apply to employees who occupy Positions funded by sources outside the Ministry of Education (eg. by the Ministry of Social services and Housing, the Ministry of Health, or federal departments or agencies.)

Yours truly,

Anne Stobart  
Employee Relations Officer

SAMPLE ONLY

Copies available from Human Resources Division

VANCOUVER SCHOOL BOARD

REQUEST FOR REVIEW

1. Employee \_\_\_\_\_ 4. Department/School \_\_\_\_\_  
2. Position \_\_\_\_\_ 5. Location \_\_\_\_\_  
3. Name of Immediate Supervisor \_\_\_\_\_

6. (Please check one and provide details under item 7)  
I believe the duties and responsibilities of my position:

\_\_\_\_\_ are not adequately covered by the present class specification  
(reclassification).

\_\_\_\_\_ have not changed but the salary rate for my classification  
does not bare a realistic and equitable relationship to that  
of other comparable classifications (revaluation).

7. Details supporting the request (examples of changed, added and/or removed  
duties; or in the case of a revaluation request, examples of comparable  
classification and salary rates).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(for more space use additional plain sheets of paper)

8. Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

To be completed by immediate supervisor:


9. In your opinion are the statements outlined above correct?

\_\_\_\_\_ yes \_\_\_\_\_ no

Signature of Immediate Supervisor \_\_\_\_\_

Date \_\_\_\_\_

## Application For Reimbursement of Course/Conference Fees

Date: 

**UNION** Name of Union \_\_\_\_\_

**PRESS HARD YOU ARE MAKING 3 COP**

## NOTICE

- Applications for Career Development Funding must be in Personnel not later than ten working days prior to the start of the course or conference.
- Career Development Funding only covers reimbursement for course / conference registration fees. It does not cover costs for transportation, meals or lodging.

School/Dept: \_\_\_\_\_

Tel. No./Local: \_\_\_\_\_

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

S.I.N.            -            -           

Current Position: \_\_\_\_\_

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

Name of Course/Conference: \_\_\_\_\_

Date(s): \_\_\_\_\_

Location: \_\_\_\_\_

Fee \$ \_\_\_\_\_

PLEASE ATTACH AN OUTLINE OF THE COURSE/CONFERENCE

Name of Supervisor (Please Print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR PERSONNEL USE ONLY:**

☐ Approved

Approved

☐ Not Approved

Not Approved

Date Returned: \_\_\_\_\_

ORIGINAL receipt received \_\_\_\_\_ Course completed and passed \_\_\_\_\_

Personnel Manager - Support Staff \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

**For Reimbursement:** Submit original receipt and proof of successful completion to Personnel within three (3) months after course/conference.

**To Accounting:**

Please prepare a cheque payable to \_\_\_\_\_

In the amount of: \_\_\_\_\_ Charge Course to WO # \_\_\_\_\_

EV#: \_\_\_\_\_

Approved: \_\_\_\_\_

Date \_\_\_\_\_

**DISTRIBUTION KEY:**

Forward **ALL** copiesto Personnel

**Personnel Distribution Key:**

WHITE Accounting

YELLOW: Person  
PINK: Personnel

**SCHEDULE "A"**

TABLE SHOWING REGULAR ANNUAL VACATION ENTITLEMENT IN WORKING DAYS PLUS  
SUPPLEMENT VACATION BONUS FOR THE YEARS 1993 TO 2001 BY YEAR HIRED.

ENTITLEMENT YEAR

YEAR HIRED	1993	1994	1995	1996	1997	1998	1999	2000	2001
1995	-	-	ESA	15/-	15/-	15/-	15/-	15/-	15/-
1994	-	ESA	15/-	15/-	15/-	15/-	15/-	15/-	20/-
1993	ESA	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
1992	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
1991	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
1990	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
1989	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
1988	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
1987	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
1986	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
1985	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1984	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1983	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1982	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1981	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1980	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1979	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	30/-
1978	25/5	25/-	25/-	25/-	25/-	25/5	25/-	30/-	30/-
1977	25/-	25/-	25/-	25/-	25/5	25/-	30/-	30/-	30/-
1976	25/-	25/-	25/-	25/5	25/-	30/-	30/-	30/-	30/5
1975	25/-	25/-	25/5	25/-	30/-	30/-	30/-	30/5	30/-
1974	25/-	25/5	25/-	30/-	30/-	30/-	30/5	30/-	30/-
1973	25/5	25/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1972	25/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1971	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1970	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1969	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1968	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1967	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1966	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1965	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1964	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1963	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1962	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1961	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1960	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1959	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1958	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1957	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1956	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1955	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1954	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1953	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-



**SCHEDULE "B"**

**SAVINGS PLAN BULLETIN**

Effective September 1, 1988 the Vancouver Employees' (deferred) savings plan will be administered by Vancouver City Savings Credit Union.

Withdrawals from the plan may be made once per calendar year by completing a withdrawal form (sample below) obtained from Human Resources, and submitted to Human Resources. The withdrawal form must be submitted to Human Resources by the 10th of each month to receive monies for the end of the month, or by the 25th of each month to receive monies by the 15th of the following month.

**EMPLOYEE'S SAVINGS PLAN WITHDRAWAL NOTICE**

SAMPLE ONLY. - Copies available from Human Resources Division.

<b>VanCity Trust Services</b>		515 WEST 10th AVENUE, VANCOUVER, B.C. V5Z 4A8	
PLEASE PRINT FIRMLY & LEGIBLY		<b>VANCOUVER EMPLOYEES SAVINGS PLAN WITHDRAWALS</b>	
<b>NAME</b> _____ <small>Surname First Name Initial</small>		<b>S.I.N.</b> _____	
Employer Group No. _____	001 Vancouver School Board 002 City of Vancouver 003 B.C. Assessment Authority 004 Vancouver Museums & Planetarium Associations 005 Britannia Community Services 006 Vancouver Municipal & Regional Employees Union	007 Vancouver Maritime Museum Society 008 B.C. Space Sciences Society 009 Ray-CamCo-Operative Centre 010 Emily Carr College of Art & Design 011 Vancouver Community College X Other (please specify below) _____	
NOTE: - Withdrawals may be made once per calendar year and are processed twice a month. A \$500 minimum balance must be kept in each member's account.			
There is a \$5.00 withdrawal fee.			
<b>IMPORTANT</b> Withdrawals received by VanCity by the 15th of each month will be processed as of the 15th. Any withdrawals received after the 15th of each month will be processed as of the end of that month.			
<input type="checkbox"/> <b>my maximum withdrawal</b> (\$500 will be left in your fund in the same proportions as your contributions are allocated.)		<input type="checkbox"/> \$ _____ <b>OR</b> \$ _____ from Equity Fund The dollar amount requested will be withdrawn from your funds such that all monies remaining in your plan will be in the same proportions as your contributions are allocated. \$ _____ from Income Fund \$ _____ from Savings Fund \$ _____ from Ethical Growth Fund	
Signature: _____		Date: _____ 19____	
<b>TO BE COMPLETED BY PERSONNEL OFFICE</b>			
Name: _____		Date: _____ 19____	
Certified: _____ <small>Authorized Signing Authority</small>			
TDP6-103 <span style="float: right;">Part 1 (white) - VanCity Trust Services    Part 2 (yellow) - Personnel file    Part 3 (pink) - Employee</span>			

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