

MEMORANDUM OF AGREEMENT

“MoA”

Between

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

And

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

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

Continuing Provisions of the Current Collective Agreement

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

Effective Date

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

Changes to the Revised Collective Agreement

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

Appendix A – 2019 Provincial Framework Agreement

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

Ratification

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

Agreed June 04, 2019.

CUPE Local 15

Kathie Currie
Kathie Currie

D Mohabir
Debbie Mohabir

Perveen Engineer
Perveen Engineer

Craig Hopkins
Craig Hopkins

Thomas Leung
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Donna Petersen
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Cynthia Schadt
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Board of Education of School District No. 39 (Vancouver)

J. Horsley-Holwill
Joann Horsley-Holwill

Stacey Alexander
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Dana Mason
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Kevin Land
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Susan Nichols
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Anthony Kwon
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Jessica Wichmann
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Appendix A

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

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

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

1. Term

July 1, 2019 to June 30, 2022

2. Wages Increases

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

3. Local Bargaining

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

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

The \$7 million is an ongoing annual amount.

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

4. Benefits

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

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

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

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

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

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

5. Safety in the Workplace

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

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

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

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

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

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

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

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

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

6. Support Staff Education Committee (SSEC)

Structure:

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

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

Mandate:

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

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

Terms of Reference:

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

Funding:

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

7. Job Evaluation (JE) Committee

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

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

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

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

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

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

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

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

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

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

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

8. Provincial Labour Management Committee (PLMC)

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

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

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

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

9. Committee Funding

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

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

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

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

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

11. Early Care and Learning Plan

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

12. Unpaid Work

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

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

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

14. Demographic, Classification and Wage Information

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

15. Public Education Benefits Trust

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

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

16. Employee Support Grant (ESG)

The Parties agree to the principle that Support Staff union members who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

17. Adoption of Provincial Framework Agreement (PFA)

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

18. Funding

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

19. Provincial Bargaining

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

Dated this 12th day of July, 2018.

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

**K-12 Presidents' Council and
Support Staff Unions**

Warren Williams (Local 15 - Metro)

Tracey Mathieson

Rob Hewitt

**BC Public School Employers'
Association & Boards of Education**

Leanne Bowes, BCPSEA

Renzo del Negro, BCPSEA

Tammy Sowinski, OLRC

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

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

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

This Employee Support Grant (ESG) establishes a process under which employees covered by collective agreements between Boards of Education and the Unions shall be entitled to recover wages lost as a result of legal strike activity by the BC Teachers’ Federation (“BCTF”) or lockout by BCPSEA after June 30, 2019.

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

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

Original signed on _____ by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Warren Williams

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

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

Re: Public Sector General Wage Increases

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

This information is provided for reference only and is current as of the date of drafting. Please visit www.worksafebc.com for current information.



Refusing unsafe work

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

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

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

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

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

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

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

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

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

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

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

Note: WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit www.worksafebc.com for current information.



Worker Rights and Responsibilities:

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

Your rights

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

Your responsibilities

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

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

Employer Responsibilities:

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

Your responsibilities

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

Supervisor Responsibilities:

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

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

Your responsibilities

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

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

Appendix B

Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2014 – June 30, 2019 local Collective Agreement between the Board of Education of School District No. 39 (Vancouver) and CUPE Local 15.

Each signed off item is attached for reference.

Article / Clause	Item
<i>Housekeeping</i>	Remove all reference to the Economic Stability Dividend Change all wording from "Aboriginal" to "Indigenous" throughout
	Remove all reference to gender; All reference to HE/SHE changed to gender neutral
	Change all reference of "Casual Employees" to "Employee-on-Call"
	Remove "pay equity adjustments" throughout
	Schedule of Wage Rates (pg. 80): Delete annual rate language and monthly rate conversion
HK – 2.A.2	Permanent Term Employee: Amend language to reflect current position titles
HK – 2.B.1.(d)	Temporary Employee: Change "casual" to "Employee-on-Call"; amend timesheet/job record procedure to reflect current practice
HK – 2.C.1(a)	Temporary Employees: Change "2.C.7"; should be "2.C.5"
HK – 2.C.5	Temporary Employees: Change "2.C.5"; should be "2.C.4"
HK – 2.C.3(c)	Probationary Employee: "his/her" to "their"; remove extra spacing
HK – 2.C.5	Correct clause number: "2.C.5"; should be "2.C.4"
HK – 2.C.6	Probationary Employee: add clause number
HK – 6.B.2	Hours of Work: Amend language to clarify employee definitions and Maintenance Workshop title
HK – 6.E.6	Irregular Hours: Replace "Aboriginal Education Enhancement Workers" with "Indigenous Education Enhancement Workers"
HK – 6.F.3	Field Trips: Add "or job band"
HK – 6.F.3	Overtime: Add language to include "or job band" with "specification"
HK – 8.A.6	Reconciliation of Vacation: Delete "by a book entry"
HK – 8.A.7	Employee Benefits: Change "leave" to "entitlement"
HK – 8.D.1	Municipal Pension: Delete language referring to booklet
HK – 8.F.2	Extended Health: Delete and add language to reflect current practice
HK – 9.G.1, 2, 3, 4, 5	Bereavement Leave: Correct reference to 9.F; replace with reference to 9.G.1 & 2
HK – 9.H.3	Maternity Leave: Change "9.G.1"; should be "9.H.1"
HK – 9.H.5	Maternity Leave: remove date of Employment Standards Act; Correct references from "9.G" to "9.H"
HK – 9.H.15	Maternity Leave: "9.G.17" should be "9.H.17"
HK – 9.H.18	Maternity Leave: "9.G.13" should be "9.H.13"

HK – 11.R.4(d)	Review of Complaint: Correct typo, reformat sentence structure following “mediation”
HK – 11.U	Exclusive Bargaining Agent: Move clause to front of collective agreement; renumber
3.C	Dues/Checkoff: Amend language regarding employee access to Collective Agreement
3.H	Volunteers: Delete language regarding 1983/84 school year volunteer hours
5.A	Job Evaluation: New language regarding Job Evaluation Terms of Reference availability
5.A	Job Evaluation: Amend language regarding time period for position review; new language regarding Job Evaluation Committee meetings
6.B.1	Hours of Work: Add “as laid out in Clause 6.B.5” regarding meal periods; delete “(Night School and Registration)”
6.E.6	Modified Work Schedule: Amend language to reflect current employee position titles
6.F	Overtime: Change “December” to “November” for overtime pay out
6.L	Job sharing: Add language regarding commitment to job share
8.A.3(e)	Annual Vacations: Add language regarding notification and pay out of supplementary vacation
9.(to be numbered)	Absence from Duty – Elected to Public Office: New – add unpaid leaves of absence to enable employees to run for elected Public Office and serve term(s) if elected
9.(to be numbered)	Absence from Duty – <i>Employment Standards Act</i> : New – language allowing additional leaves in accordance with the <i>ESA</i>
9.H	Maternity Leave: Correct all references to “9.G” to “9.H” in Clauses 9.H.3, 15, 18
9.H.19	Maternity Leave: Add language to align with the <i>Employment Standards Act</i> and Canada Revenue Agency
9.H.19.b.(i) and (ii)	Maternity Leave: Replace reference to “9.G” with “9.H”
9.I.1	Absence from Duty – Adoption Leave: Delete and add language to align with <i>Employment Standards Act</i> and Canada Revenue Agency
9.R	Medical/Dental Appointments: Add language to clarify calendar year and time deducted
11.A.1.(b)	Seniority Definition: Add “on the vacancy” to sentence end
11.B	Secondment: Add language regarding employee responsibility to report absences
11.D	Change “Layoff, Bumping” to “Workforce Adjustment” and Severance; amend language to reflect current practice
11.E	Term Employees: Replace current language with Letter of Understanding dated February 28, 2017, Term Employees Vacation entitlement with ten percent (10%) or greater
11.H.3	Health Care Premium: Delete and amend language for clarity and to reflect current practices

11.H.3(a)	Health Care Premium: Amend language to create an article 11.H.3.A and B; Amend language to reflect a five percent (5%) premium for the period of time that the duties are performed.
11.H.4	Administration of Medications: Amend language to reflect a three percent (3%) premium for period of time the duties are performed
11.H.5	Language Premium: Delete language regarding positions that no longer require a second language
11.K.2	Payment of Wages: Amend to update language and reflect current practice
11.M	Early Cheque Pick-up: Delete language to reflect current practice
11.R.4.(c)	Harassment, Written Complaint: Amend recipient to “Labour Relations Department”; Change to gender-neutral language; Amend “six months (6)” to “one (1) year”
11.R.4.(ii)	Harassment: Delete language
11.R.6	Workload: Delete and add new language regarding additional duties to be performed due to an employee absence
11.S	Substitute Requests: Replace “a telephone-activated service” with “an automated system”
11.W(c)	Joint Career Development Committee: Increase career development fund from \$5000.00 to \$10,000.00; Increase 0.1% to 0.2%
New – to be numbered	General Provisions – Municipal Pension Plan/LTD: New language regarding pensionable and contributory service in accordance with Municipal British Columbia Pension Corporation
New – to be numbered	General Provisions – New language: “No employee shall be required or permitted to make any written or verbal agreement with the Board or its Representatives which may conflict with the terms of this collective agreement.”
Form #1	Self-Funded Leave of Absence Plan: Renew
Form #2	Application for Reimbursement for Course/Conference Fee: Update and renew
Letter of Understanding #1	Staff ration/guaranteed employment: Renew
Letter of Understanding #2	Training career development: Delete last paragraph; Specify any funds left over for SIA to remain in trust of Joint Training Committee
Letter of Understanding #3	Perm Subs: Renew
Letter of Understanding #4	Proposed School Calendar Changes: Renew
Letter of Understanding #5	Gender Neutral Joint Job Evaluation Programme: Renew
Appendix A	Job Bands and Current Classifications: Amend/update job titles and positions
Appendix B	Self-Funded Leave of Absence Plan: Renew

Agreed June 04, 2019.

CUPE Local 15

Kathie Currie
Kathie Currie

Debbie Mohabir
Debbie Mohabir

Perveen Engineer

Craig Hopkins
Craig Hopkins

Thomas Leung

Donna Petersen

Cynthia Schadt

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

Joann Horsley-Holwill
Joann Horsley-Holwill

Stacey Alexander

Dana Mason

Kevin Land

Susan Nichols

Anthony Kwon

Jessica Wichmann

Time: 10:25am

This package is being presented for consideration in its entirety and will only be applied in its entirety for application for the Service Improvement Allocation fund in accordance with the 2019 Sustainable Services Negotiating Mandate. This grouping may only be achieved if the parties receive funding approval from Public Sector Employers' Council (PSEC).

Board Counterproposal

September 2018 – Page 61

UNION PROPOSAL - Monetary

Amend

General Provisions

Joint Career Development Committee

Article 11.W (c)

Increase career development fund from \$5000.00 to \$10,000.00.

October 2018 – Page 62

UNION PROPOSAL - Monetary

General Provisions

Joint Career Development Committee

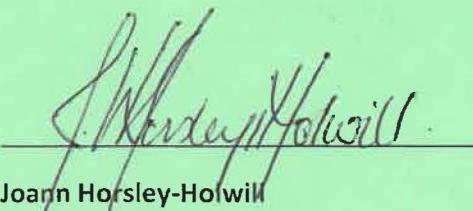
Article 11.W (c)

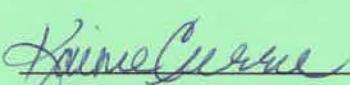
Increase 0.1% to 0.2%

Union Proposal

Renew Letter of Understanding #2 – Incorporate into the collective agreement – Training career development.

- Strike out last paragraph
- Any funds left over for SIA will remain in trust of the Joint Training Committee


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

June 04, 2019

Time: 10:25am

Union Proposal

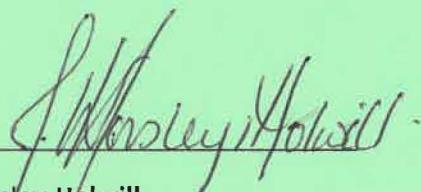
Renew Letters of Understanding

LOU #1 – Staff ratio/guaranteed employment

LOU #3 – Perm Subs

LOU #4 – Proposed School Calendar Changes

LOU #5 – Gender Neutral Joint Job Evaluation Programme



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

June 04, 2019

This package is being presented for consideration in its entirety and will only be applied in its entirety for application for the Service Improvement Allocation fund in accordance with the 2019 Sustainable Services Negotiating Mandate. This grouping may only be achieved if the parties receive funding approval from Public Sector Employers' Council (PSEC).

September 2018 – Page 54 – WITHDRAW

UNION PROPOSAL - Monetary

General Provisions

Amend/Add

Article 11.H.3 - Salary Premium

Any additional procedures will receive an additional ten dollars (\$10.00) per procedure.

September 2018 – Page 55

UNION PROPOSAL - Monetary

General Provisions

Amend/Add

Article 11.H.3 (a) - Healthcare Premium

Amend the language to create an article 11.H.3.A and B.

Amend the language to reflect a five percent (5%) premium for the period of time that the duties are performed.

September 2018 – Page 56 – WITHDRAW

UNION PROPOSAL - Monetary

General Provisions

Amend/Add

Article 11.H.3 (b) - Healthcare Premium

Amend the language to create an article 11.H.3.A and B.

Amend the language to reflect a seven percent (7%) premium for the period of time that the duties are performed.

UNION PROPOSAL - Monetary

General Provisions

Amend/Add

Article 11.H.4 - Administration of Medications

Amend the language to reflect a three percent (3%) premium for the period of time that the duties are performed.

ER.31 Clause 11.H.3. Health Care Premium

Employees who are assigned to a one or more students with the applicable health care procedures stipulated in the child's student(s) care plan and are trained and required to perform the "nurse-delegated" duties, as deemed by Vancouver Coastal Health (VCH) staff, on a fixed or as required schedule throughout each day shall be paid a bi-weekly 5% premium of forty dollars (\$40.00) for the period the duties are performed. The applicable procedures are ~~ostomy care, gastrotomy care, clean catheterization and seizure management as defined by the Ministry protocols.~~

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

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

ER. 32 Clause 11.H.5. General Provisions

H. Salary Premium

5. Language Premium

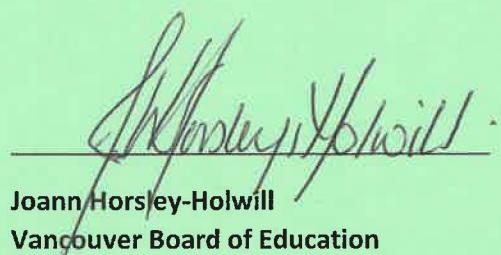
Any employee hired to a position which requires fluency in the use of a second language or certified sign language (including Braille) shall be entitled to a premium of five per cent (5%) in addition to the classified rate for the position, provided that the language requirement is stated in the posting,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

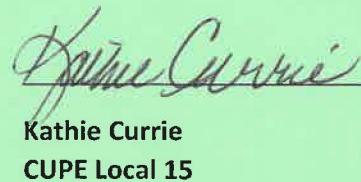
~~(a) — for a minimum of one (1) additional calendar year, providing he/she does not voluntarily leave the position~~

~~or~~

(b) until he/she refuses transfer to another worksite where his/her second language skills would be required.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

May 06, 2019

Union Proposal – Withdraw

UNION PROPOSAL - Non Monetary – Page 26

JOB EVALUATION/BANDING

Amend

Article 5.A - Job Evaluation

Include the updated Job Evaluation Terms of Reference within the body of the collective agreement.

Board Counter Proposal

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

Board Proposal

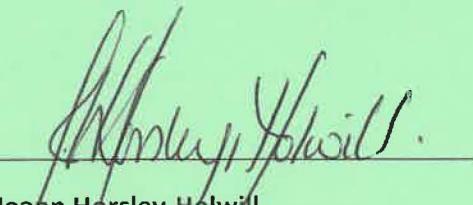
ER.4 Clause 5.A. Job Evaluation/Banding

A. Job Evaluation

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

Except (1) by mutual agreement of the Union and the Board; or, (2) where a significant change in duties and responsibilities can be demonstrated, a request for evaluation of a position from any source may be rejected by either the Union or the Board if the position has been reviewed and dealt with during the past ~~three (3)~~ four (4) year period immediately prior to the date of the request. Should the parties fail to agree on the status of any such request, the matter may be referred for a decision under Clause 7 (Settlement of Disagreements) in the Pay Equity and Job Evaluation Terms of Reference.

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


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

Union Proposals – Withdraw

October 2018 – Page 13

UNION PROPOSAL - Monetary

New - To be numbered

Absence from Duty

Article 9 - Reservist Leave

A reservist's leave of absence without pay will be granted in accordance with the provisions of the employment standards act and any and all other applicable legislation.

September 2018 – Page 67

UNION PROPOSAL - Monetary

New - To be numbered

Absence from Duty

Article 9 - Compassionate Leave

- 1) All employees shall be entitled to twenty-seven 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks or such other period as may be prescribed, after:
 - a) The date the certificate is issued, or
 - b) If the leave began before the certificate is issued, the date the leave began.
- 2) The Employee must provide a copy of the certificate to the employer as soon as practicable.
- 3) An employee may begin a leave under this article no earlier than the first day of the week the certificate was issued.
- 4) A leave under this article ends on the last day of the week in which the earlier of the following occurs:
 - a) The family member dies
 - b) The expiration of 52 weeks from the date the leave began.
- 5) A leave under this article must be taken in units of one or more weeks.
- 6) If an employee takes a leave under this article and the family member does not die within the period of referred to in 4 (b) the employee may take a further leave after obtaining a new certificate in accordance with the terms of this article as outlined above.

September 2018 – Page 68

UNION PROPOSAL - Monetary

New - To be numbered

Absence from Duty

Article 9 - Family Responsibilities Leave

All employees shall be entitled to take five (5) days of unpaid leave each year to meet responsibilities to:

- a) The care, health, or education of a child in the employee's care, or
- b) The care of health of the employee's immediate family.

October 2018 – Page 69

UNION PROPOSAL - Monetary

New - To be numbered

Absence from Duty

Article 9 - Leave Respecting Death of a Child

A leave of absence respecting the death of a child will be granted in accordance with the provisions of the current Employment Standards Act and any and all other applicable legislation.

October 2018 – Page 70

UNION PROPOSAL - Monetary

New - To be numbered

Absence from Duty

Article 9 - Leave Respecting Disappearance of a Child

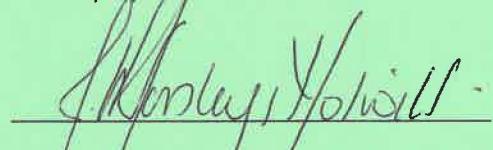
A leave of absence respecting the disappearance of a child will be granted in accordance with the provisions of the current Employment Standards Act and any and all other applicable legislation.

Board Counterproposal

New Clause that will read:

Clause 9. Absence from Duty – *Employment Standards Act*

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



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

May 06, 2019

Union Proposal – Withdraw

September 2018 – Page 40

UNION PROPOSAL - Non Monetary

New

General Provisions

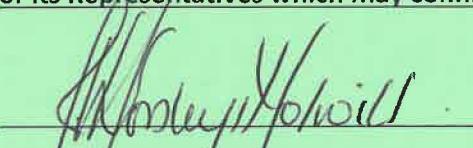
No Individual Contracts or Agreements (to be numbered)

- A) No employee shall be compelled to or allowed to enter into any individual contract or agreement to vary the conditions of employment contained herein.
- B) No employee shall be asked to make a written or verbal agreement with the employer covering hours of work, wages or conditions during the term of this agreement.
- C) Notwithstanding the provisions of subsections (A) and (B), an employee may legitimately be required to sign for the receipt of cash or other assets which have been entrusted to their safekeeping.

Board Counter Proposal

New Language:

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


Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

May 06, 2019

Board Counterproposal to Union Counterproposal

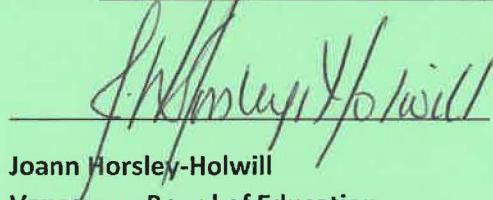
UNION PROPOSAL (U72) – Monetary

New

General Provisions

Municipal Pension Plan/ LTD (to be numbered)

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



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

May 06, 2019

This package is being presented for consideration in its entirety.

Board Counterproposal

September 2018 – Page 47

UNION PROPOSAL - Non Monetary

Delete add New

Article 11.R.6 - Workload

The employer agrees that except in extraordinary circumstances, an employee's normal work load will not be increased as a result of another position being temporarily vacant due to illness, vacation or leaves of absence.

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

ER.13 Clause 6.L Working Conditions

L. Job Sharing

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

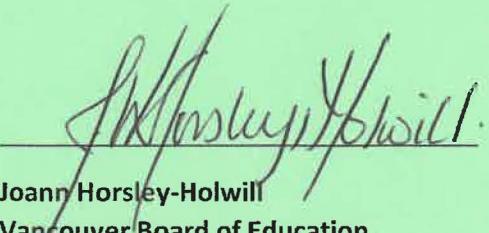
Any employee wishing to participate in a job sharing arrangement should make written application to the Union and the Human Resources Division by April 30 for ten (10) month employees or at least three (3) months in advance of the desired commencement date if a twelve (12) month employee. Requests received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

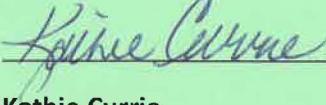
A job share partner must be a temporary employee and commit to the assignment for the full length of the job share. In each instance of job sharing, the employees involved will be advised in writing of the terms of the arrangement.

Any job sharing arrangements will incorporate the following standards:

1. Retention of seniority and related rights.
2. Retention of employee status.
3. Continuation of all benefits where appropriate. Salary, salary increments, Municipal Pension, vacation pay, deferred savings and sick leave earned and used, and medical/dental appointments will be appropriately pro-rated.
4. Should the owner of the permanent position leave the position the job will be posted. Until this occurs, the remaining incumbent will normally work full time in the position, with a minimum of ten (10) working days' notice.

5. Either the Board or the Union may cancel the arrangement in writing, with a minimum of thirty (30) working days' notice, provided that upon doing so the job sharing arrangement will continue until the end of the school year.
6. For short-term absences, the other employee may relieve if agreeable to that employee.
7. Each job sharing arrangement will be established for a specific period, subject to extension by mutual agreement, with the employees involved reverting to their previous hours, status and previous or equivalent position upon its conclusion. Clause 6 I. applies to such arrangements.
8. The purpose of a job share is not to accept employment elsewhere.


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

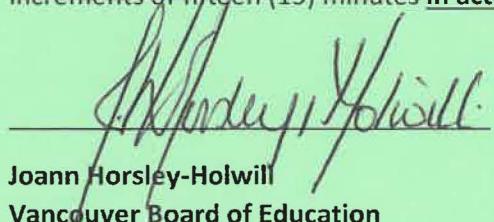
May 06, 2019

Board Proposal

ER.27 Clause 9.R Absence from Duty

R. Medical/Dental Appointments

An employee shall be granted up to twelve (12) hours leave with pay per calendar year beginning in January for the purpose of attending to medical, dental or similar appointments. Use of such time will be deducted in increments of fifteen (15) minutes in actual time. Employees will make every effort to schedule appointments outside of working hours. An employee may use sick leave credits for time beyond twelve (12) hours per year for medical or dental appointments and will be deducted in increments of fifteen (15) minutes in actual time.


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie

CUPE Local 15

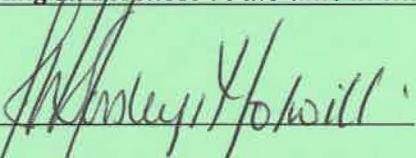
April 16, 2019

Board Proposal

ER.28 Clause 11.B General Provisions

B. Secondment

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


Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 6

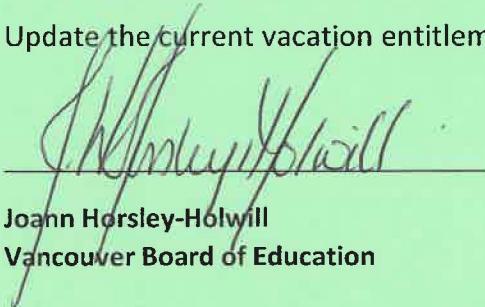
UNION PROPOSAL

EMPLOYEE BENEFITS

Housekeeping

Vacation Entitlement Year - Table

Update the current vacation entitlement table.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 12

UNION PROPOSAL

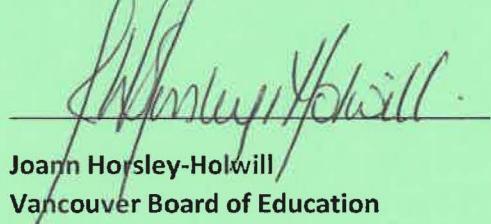
Housekeeping

Working Conditions

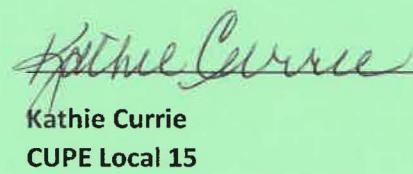
Amend

Article 6.J - Filling of Temporary Assignments

Remove shall not be arbitrable.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 27

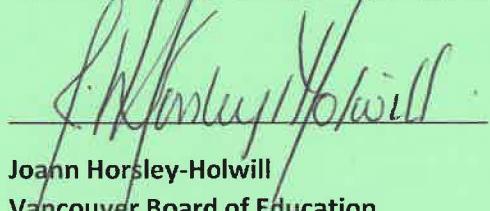
UNION PROPOSAL - Non Monetary

Job Evaluation /Banding

Amend

Article 5.B (2) (c) - Postings

Amend article to include "Jobs will only be posted following mutual agreement by the parties."



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie

Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 29

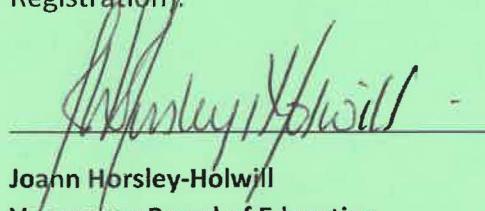
UNION PROPOSAL - Non Monetary

Working Conditions

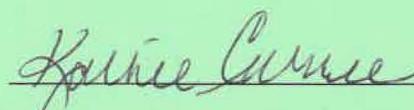
Hours of Work

Article 6.B.1 - Regular Hours of Work

Amend the current language to remove reference to Office Support A (Night School and Registration).



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 30

UNION PROPOSAL - Non Monetary

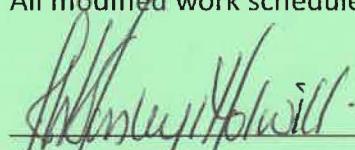
Working Conditions

ADMEND

Article 6.E.2 - Modified Work Schedules

Amend the current language as follows:

All modified work schedules will be signed off by the union and copies provided to all parties.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 41

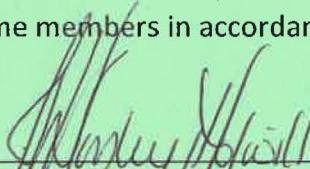
UNION PROPOSAL - Non Monetary

Union Security

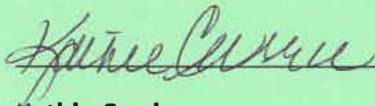
New (to be numbered)

Article 3 Permit

The employer agrees that all work coming under the jurisdiction of the union, performed by anyone on behalf of or at the instance of the employer, directly or indirectly under contract or subcontract, shall be performed by employees who are members of the union, or who shall become members in accordance with the terms and conditions as set out in the agreement.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 42

UNION PROPOSAL - Non Monetary

New

Grievances

Article 4 - Optional Investigator (to be numbered)

At the option of either party, Step 3 may be bypassed.

Should no settlement have occurred at Step 2 the grievance may be referred to a single "Investigator" within twenty (20 working days from receipt of the Step 2 response. Notice of referral must be in writing to the Human Resources Manager and the Union.

The Investigator will be agreed to by the parties.

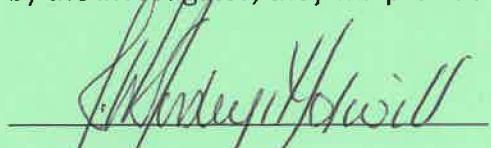
The Investigator will:

- Investigate the difference;
- Define the issue in the difference; and
- Make written recommendations to resolve the difference within thirty (30) days of receipt of the request.

Each party will pay its own expenses and one-half (1/2) the compensation and expenses of the Investigator.

The parties may agree in advance that the investigators decision will be binding as in arbitration. The decision will be made prior to the investigation commencing.

If either party intends to be represented by legal counsel at any hearing or other meeting held by the investigator, they will provide a minimum of two (2) weeks' notice to the other party.


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 45

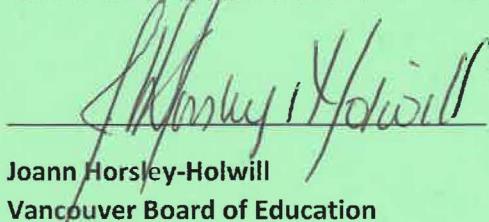
UNION PROPOSAL - Non Monetary

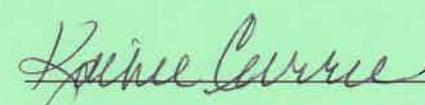
New

Article 11G Health & Safety - Right to Refuse (to be numbered)

The parties recognize the Worksafe BC Industrial Health and Safety regulations that state:

"No person shall carry out or cause to be carried out any work, process or operate or cause to be operated any tool, appliance, or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 49

UNION PROPOSAL - Monetary

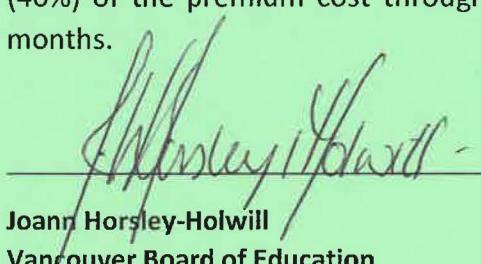
Medical Benefits

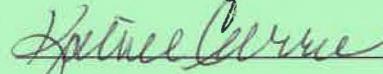
Amend

Article 8.F.3 - Contributions during Sick Leave

Amend second paragraph as follows:

When absent due to illness and not in receipt of pay, the benefits may continue in full force and the employer may contribute 60 percent (60%) and the employee may contribute 40 percent (40%) of the premium cost through the Board if they desire, up to a maximum of three (3) months.


Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 52

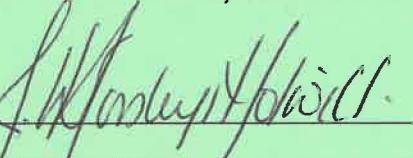
UNION PROPOSAL - Monetary

ABSENCE FROM DUTY

Amend

Article 9.G.6 - Attendance as Mourner at Funeral

Increase to one full day without loss of pay.....



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 53

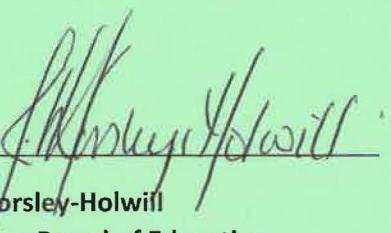
UNION PROPOSAL - Monetary

Amend

General Provisions

Article 11. H.2 - Salary Premium

All Secondary Schools will have two (2) Primary Occupational First Aid Level II attendants at all times.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 59

UNION PROPOSAL - Monetary

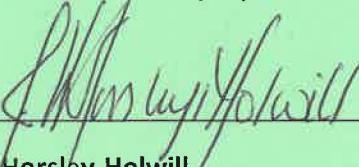
Amend

General Provisions

Article 11.Q - Parking

Delete # 1 & # 4 and renumber remainder of the article.

All CUPE Local 15 employees shall receive complimentary parking at all VSB work locations.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 63

UNION PROPOSAL - Monetary

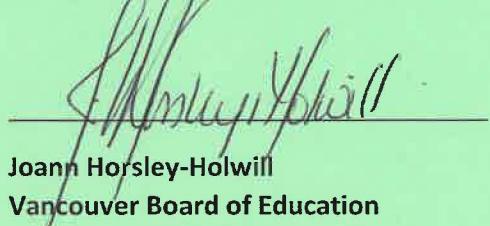
Amend

General Provisions

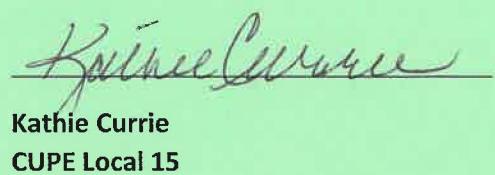
Employee Rights

Article 11.R.1 - Employee Rights/ Job Descriptions

Renumber and move to Article 5 Job Evaluation/Banding and remove ("if available").



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal – Withdraw

September 2018 – Page 65

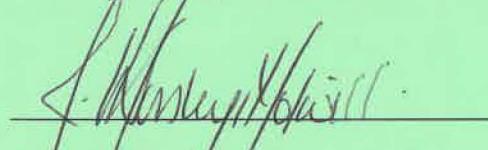
UNION PROPOSAL - Monetary

Medical Benefits

New

Article 8.F 2 (b) - Contraception

The employer agrees to include contraceptive treatments to the employee benefit plan.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal

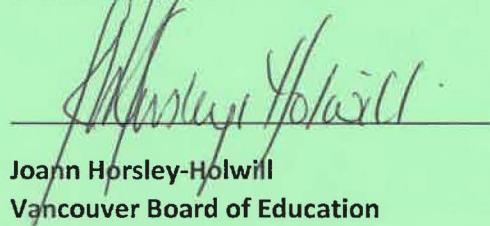
September 2018 – Page 74

UNION PROPOSAL

Renew

Form # 1 - Self Funded leave of Absence Plan

Renew form # 1.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal

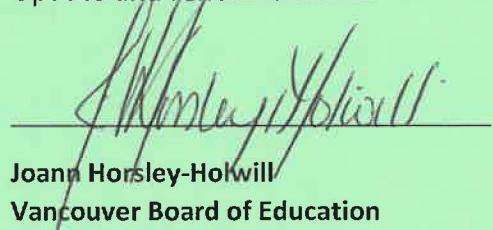
September 2018 – Page 75

UNION PROPOSAL

Renew

Form # 2 - Application for Reimbursement for Course/Conference Fee

Update and renew form # 2.


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April 16, 2019

Union Proposal – Withdraw

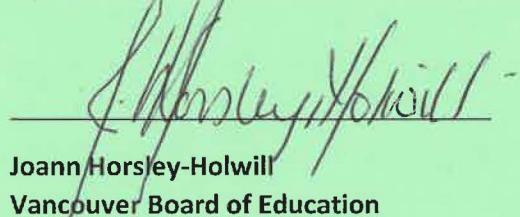
September 2018 – Page 76

UNION PROPOSAL

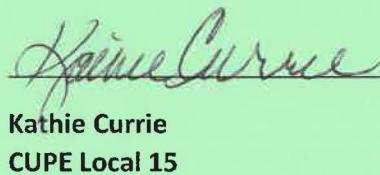
APPENDIX A

Appendix A - Job Bands and current classifications

Update and include in collective agreement



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal

September 2018

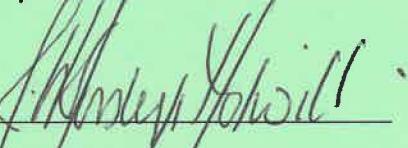
UNION PROPOSAL - Non Monetary

New

Article 9 - Absence from Duty - Elected to Public Office

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

Such requests will not be unreasonably denied.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 16, 2019

Union Proposal

September 2018 – Page 77

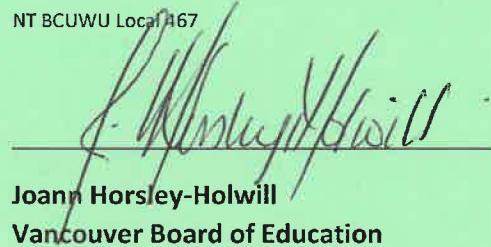
UNION PROPOSAL

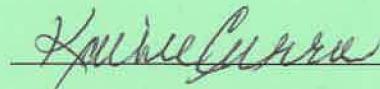
APPENDIX B

Appendix B - Self Funded leave of Absence Plan

Renew

NT BCUWU Local 467


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Kathie Currie
CUPE Local 15

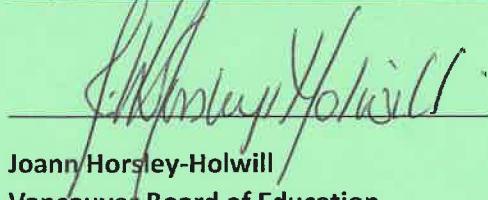
April 16, 2019

Board Counterproposal

H.6 3.C Union Security

C. Dues/Check off

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



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 2, 2019

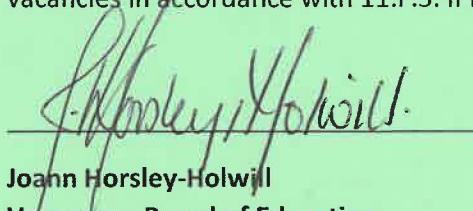
Board Counterproposal

H.13 Clause 11.A General Provisions

A. Seniority

1. Definition

(b) Temporary Employees shall be credited with hours worked which shall be recorded on a Temp Employee's Credit List. When qualified, these service credit hours can be used for bidding on posted vacancies in accordance with 11.F.5. if no qualified permanent employee bids on the vacancy.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
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April 2, 2019

Board Proposal

ER. 40 APPENDIX A – JOB BANDS AND CURRENT CLASSIFICATIONS (Pages 87 – 88)

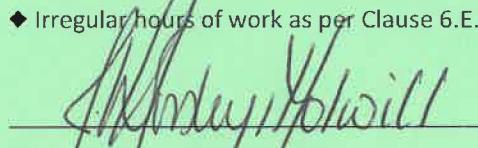
OFFICE SUPPORT A	OFFICE SUPPORT B
Clerk I	Accounting Clerk I
Community School Night Attendant	Accounting Clerk Typist
Information Clerk	Alternative Prog. Secretary
Library Clerk II	Assistant Payroll Clerk
Mail Distribution Worker	Clerk Stenographer II
Media and Library Services Clerk	Clerk Steno III-Workshop
Shipper/Receiver II	Clerk II
Shipper/Receiver I	Clerk Typist II
Switchboard Operator	Community School Secretary
	Computer Operator
	Multicultural Community Liaison ✓
	Production Clerk
	Payroll Records Clerk
	—(Clerk Keypunch Operator I)
	Purchasing Clerk
	Substitute Clerk I
	Work Experience Clerk
<hr/>	
OFFICE SUPPORT C	OFFICE SUPPORT D
Accounting Clerk II	Accounting Clerk 3 – Admin.
Accounting Clerk II – Secondary	Accounting Clerk III – SET BC
Clerk III	Budget Clerk
Clerk Admin Computer	Payroll Clerk
Clerk Stenographer III	Secretary I
Clerk Stenographer III – Secondary	Secretary II
Leave Clerk	
Program Facilitator	
Rentals Clerk	
Secretary – Elementary	
Substitute Clerk III	
Teacher Centre Clerk	
Word Processor II	
<hr/>	
SCHOOL & STUDENT SUPPORT A★	SCHOOL & STUDENT SUPPORT B★
Alternative Program Worker	Community Youth Worker ♦
Neighbourhood Assistant ♦	Aboriginal Indigenous Education Enhancement Worker ♦
Special Education Assistant ★	Home and School Worker ✓ ♦
Staff Assistant – Secondary	Interpreter – Sign Language ✓
Staff Assistant – Elementary	Probation Assistant
	Work Experience/Employment Facilitator
	Youth and Family Worker I
	Youth and Family Worker II

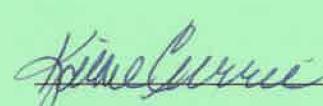
INFORMATION TECHNOLOGY SUPPORT A	INFORMATION TECHNOLOGY SUPPORT B
Special Education Technician	
Technician I	Computer Programmer - Mini Computer
Technician II	Computer Programmer - Main
User Support Assistant 1	Network Facilitator
User Support Assistant 2	Network Support Specialist
	Programmer Analyst
	User Support Assistant - Distance Ed.
INFORMATION TECHNOLOGY SUPPORT C	
Production Technician	
Senior Technician	
System Analyst	
TECHNICAL & RESOURCE SUPPORT A	TECHNICAL & RESOURCE SUPPORT B
Bindery Clerk	Drafter
Library Clerk III	Graphic Artist
Receiver Checker	Inventory Control Clerk
Storesperson	Library Technician
	Press Operator I
	Graphic Artist
	Dispatcher
TECHNICAL & RESOURCE SUPPORT C	TECHNICAL & RESOURCE SUPPORT D
Braille Transcriber ✓	
Buyer I	Librarian
District Student Events Assistant	Library Systems Coordinator
Engineering Technician	Orientation & Mobility/Lifeskills Coordinator
Library Clerk V	Senior Buyer
Multilingual Staff Associate ✓	Senior Stores Coordinator
Receiving Checker - Distribution	
Senior Press Operator	
Stores Coordinator	
TECHNICAL & RESOURCE SUPPORT E	
Tool Room Attendant	
Career Information Assistant	

✓ Language Premium included in wage rate.

★ Medication Premium included in wage rate.

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


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

Board Proposal – WITHDRAW

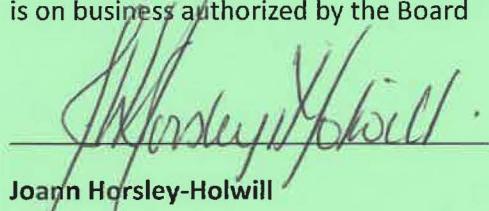
ER. 37 Clause 11.V.1 General Provisions

V. Vehicle Vandalism Compensation

1. Claim

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

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


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Vancouver Board of Education


Kathie Currie
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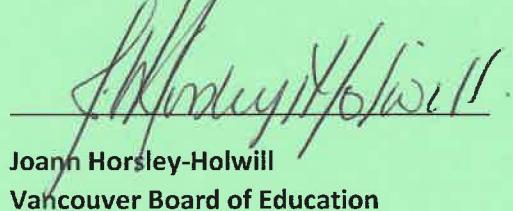
April 2, 2019

Board Proposal – WITHDRAW

ER. 36 Clause 11.Q General Provisions

Q. Parking

4. Transit Subsidies: the Board will provide an opportunity for employees to participate in a bus pass group-purchase plan when offered by the transit authority. Passes will be available at the Education Centre for pick-up.


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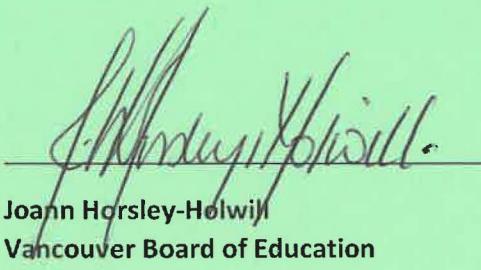
April 2, 2019

Board Counterproposal

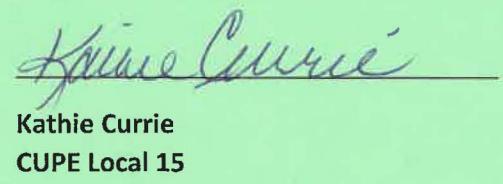
ER. 33 Clause 11.K.2. General Provisions

K. Payment of Wages

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-payment on time, said employee may contact the Payroll Department by telephone to inform the Board that a cheque-payment has not been received, at which time ~~an advance cheque shall be drafted that day for collection by the employee, payment shall be processed that day~~ provided that a timesheet is received by the Payroll Department and at least four (4) hours' notice prior to the end of business for that day has been given; otherwise ~~the cheque shall be prepared~~ payment shall be processed the following working day.



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April 2, 2019

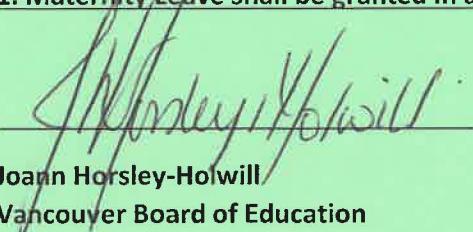
Board Proposal – WITHDRAW

ER.20 Clause 9.H. Absence from Duty

H. Maternity Leave

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

1. Maternity Leave shall be granted in accordance with the *Employment Standards Act*.


Joann Horsley-Holwill
Vancouver Board of Education



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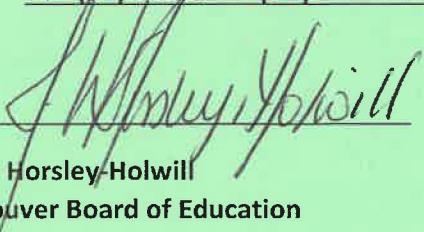
April 2, 2019

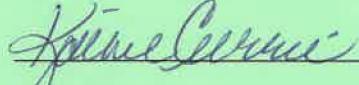
Board Proposal – WITHDRAW

ER.18 Clause 8. Employee Benefits

Change “Year Hired” to “Vacation Entitlement Date (VED)” on the Entitlement/Year chart.

- Applies to twelve (12) month employees only.
- Annual year from January to December.
- Ten (10) month employees receive a percentage in lieu for vacation.


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April 2, 2019

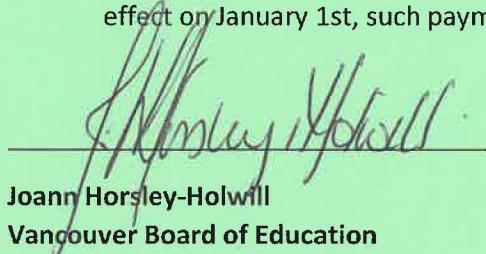
Board Counterproposal

ER.17 Clause 8.A.3 Employee Benefits

A. Annual Vacations

3. Supplementary Vacation

- (e) Each employee entitled to supplementary vacation will be asked in writing notified in December and paid out in January unless they elect otherwise through employee Self-Service in December of the preceding year to elect pay or vacation time (as is done for gratuity credits). An employee who opts for pay is paid out will be paid five (5) days at the employee's rate in effect on January 1st, such payment to be made in January.


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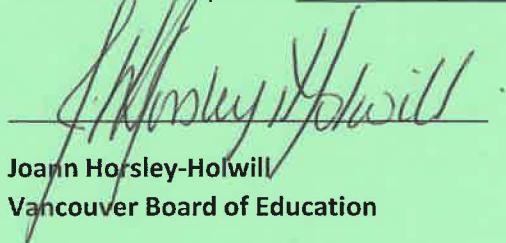
April 2, 2019

Board Proposal – WITHDRAW

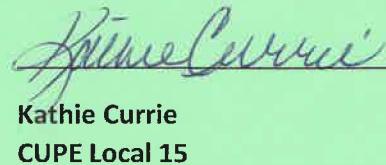
ER.15 Clause 7.B Schedule of Wage Rates

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 and Public Sector Employers' Council (PSEC) have approved.



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April 2, 2019

Board Counterproposal

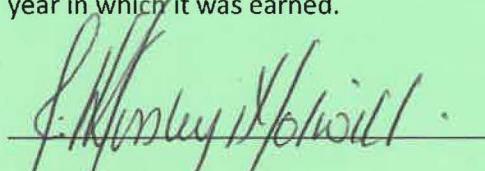
ER.12 Clause 6.F Working Conditions

F. Overtime

1. Options

(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 6.F.1.(c) above. Provided, however, that if all of the compensating time off has not been used by October 31 of the year in which such overtime was earned or, prior to leaving the service of the Board for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received in ~~December~~ November of the year in which it was earned.



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Vancouver Board of Education



Kathie Currie
CUPE Local 15

April 2, 2019

Board Counterproposal

ER.8 Clause 6.B.1 Working Conditions

B. Hours of Work

1. Regular Hours of Work

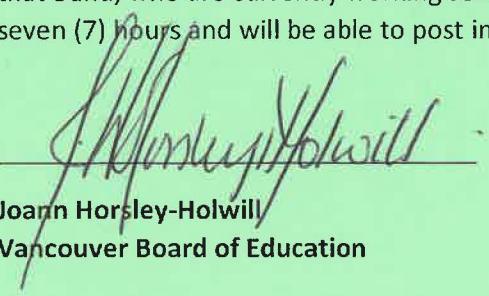
The hours of work except as otherwise provided in this Agreement, Clause 6. E.I. (Variation of Work Schedule) and 6.E.2. (Modified Work Schedule), shall be five and one-half (5½) to seven (7) hours per day (7.5 hours per day for Maintenance Workshop personnel). The starting and quitting times for an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

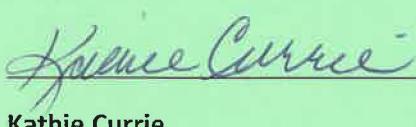
Hours of Work

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

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

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


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Vancouver Board of Education


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CUPE Local 15

Board Proposal – WITHDRAW

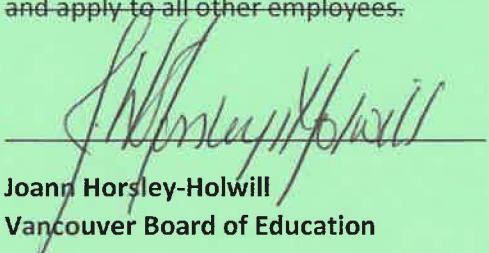
ER.5 Clause 5.B.1(c) Job Evaluation/Banding

B. Job Banding

1. Guidelines

(c) Other Matters

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


Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

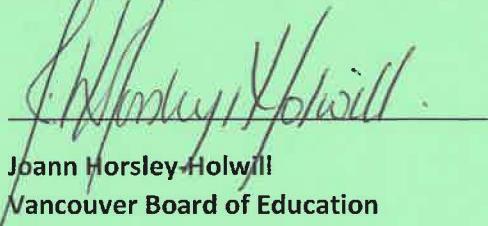
April 2, 2019

Board Proposal

ER.3 3.H Union Security

H. Volunteers

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



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie

Kathie Currie
CUPE Local 15

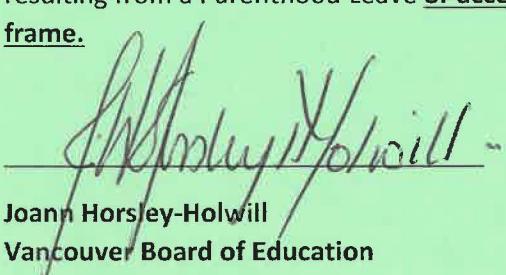
April 2, 2019

Board Proposal – WITHDRAW

ER.1 Clause 2.B.2.(b) Definitions and Coverage for Employee Benefits

B. Temporary Employee

2. (b) A temporary employee who works seventeen and a half (17 ½) hours per week or longer for a continuous period in the same temporary position and with no interruption of service shall after working greater than twelve (12) months be appointed to permanent staff provided that the conditions of Clause 2.C.3. (Suitability) and 5 (Coverage for Employee Benefits) have been met. In the event of layoff the provisions of 11.D. (Layoff, Bumping and Severance) shall apply. It is agreed that July and August for term employment will not affect continuity of employment for purposes of defining "continuous period." This provision does not apply to long term temporary employees holding a position for an employee on an approved leave of absence, or for an employee holding a backfill position resulting from a Parenthood Leave or acceptance of a temporary assignment with a specified time frame.


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Vancouver Board of Education


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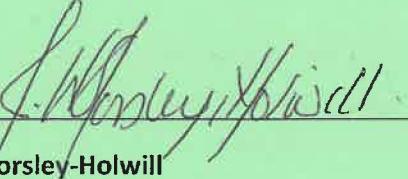
April 2, 2019

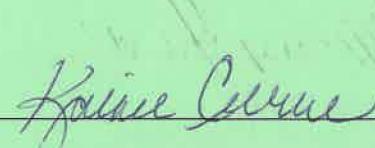
Housekeeping

Harassment

Article 11.R.D – Review of Complaint

Typo, reformat sentence structure following mediation


Joann Horsley-Holwill
Vancouver Board of Education

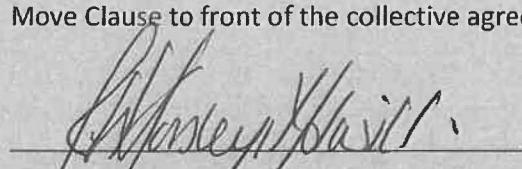

Kathie Currie
CUPE Local 15

January 21, 2019

Housekeeping

Article 11.U – Exclusive Bargaining Agent

Move Clause to front of the collective agreement and renumber


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

January 21, 2019

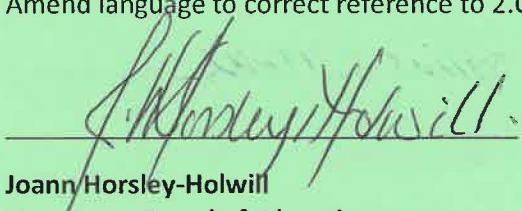
Housekeeping

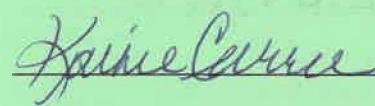
Definitions and coverage for employee benefits

Temporary Employees

Clause 2.C.1 (a)

Amend language to correct reference to 2.C.7 to 2.C.5


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

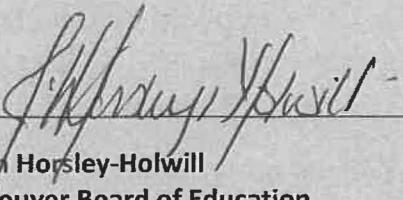
January 21, 2019

Housekeeping

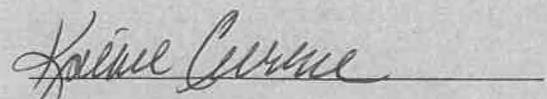
Temporary Employee Appointment to Permanent Position

Article 2.C.5

Amend the language to correct the typo of reference to Clause 2.C.5 which should be Clause 2.C.4



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

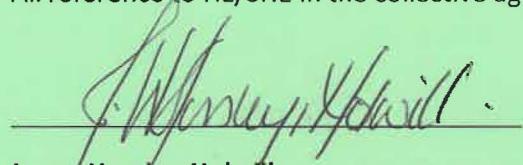
January 21, 2019

UNION PROPOSALS – HOUSEKEEPING

Housekeeping

All Provisions

All reference to HE/SHE in the collective agreement shall be changed to gender neutral



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

January 21, 2019

Housekeeping

Probationary Employee

2.C, Page 6 of the collective agreement

Amend Clause to renumber as 2.C.6



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie

CUPE Local 15

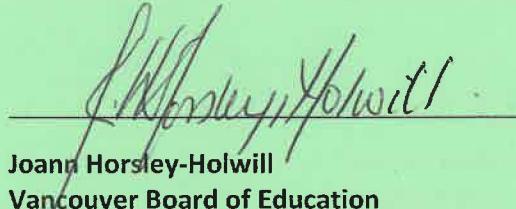
January 21, 2019

H.10 Clause 8.A.7. Employee Benefits

A. Annual Vacations

7. Temporary Service

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



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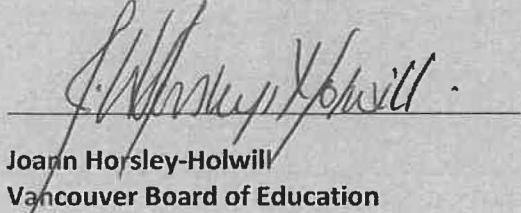
January 21, 2019

Additional Housekeeping

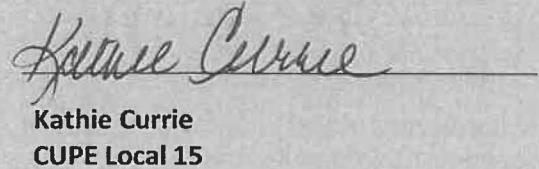
H.18 Change all the wording from "Aboriginal" to "Indigenous" throughout all clauses in the collective agreement.

H.21 Remove all reference to gender

H.22 Change all reference of "Casual Employees" to "Employee-on-Call"



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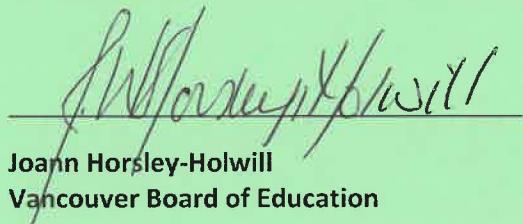
January 21, 2019

H.8 Clause 6.F.3 Working Conditions

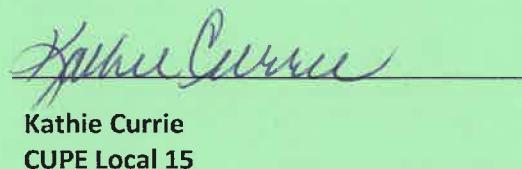
F. Overtime

3. Field Trips

Where a class specification **or job band** includes the requirement of field trip participation, such employees 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.



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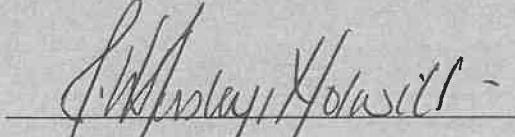
January 21, 2019

H.9 Clause 8.A.6. Employee Benefits

A. Annual Vacations

6. Reconciliation of Vacation

Where, due to an employee changing from twelve (12) month to term status, or vice versa, any vacation owed will be reconciled 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.



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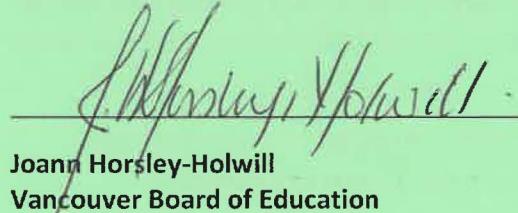
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January 21, 2019

H.5 Clause 2.C.6 Definitions and Coverage for Employee Benefits

6. Probationary Employee

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



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January 21, 2019

H.7 Clause 6.B.2 Working Conditions

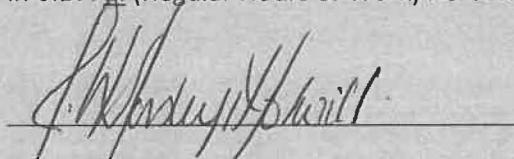
B. Hours of Work

2. Maintenance Workshop

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

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

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



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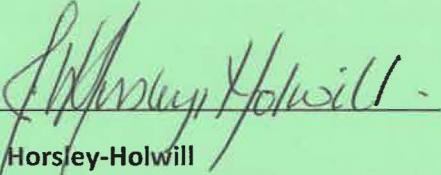
January 21, 2019

H.3 Clause 2.C.3.(c) Definitions and Coverage for Employee Benefits

C. Probationary Employee

3. Suitability

(c) ~~his/her~~ their ability to meet acceptable production— standards.



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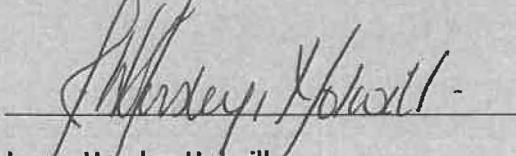
January 21, 2019

H.4 Clause 2.C.5. Definitions and Coverage for Employee Benefits

C. Probationary Employee

5. Temporary Employee Appointment to Permanent Position

A previously temporary employee who is appointed to a permanent position will serve the normal probationary period except as provided in Clause 2.C.5-C.4. (Probationary Period for Temporary Employees) but will have temporary service credited for the purpose of establishing:



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January 21, 2019

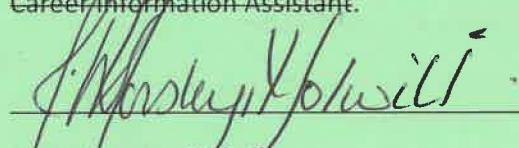
CUPE Local 15/Vancouver Board of Education
Signed-Off Proposals

BOARD PROPOSALS – HOUSEKEEPING

H.1 Clause 2.A.2. Definitions and Coverage for Employee Benefits

A. Permanent Term Employee

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



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Vancouver Board of Education



Kathie Currie
CUPE Local 15

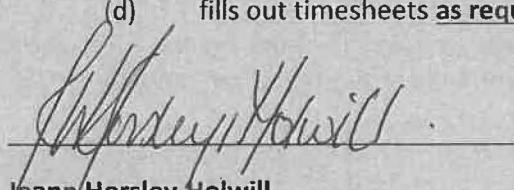
January 21, 2019

H.2 Clause 2.B.1.(d) Definitions and Coverage for Employee Benefits

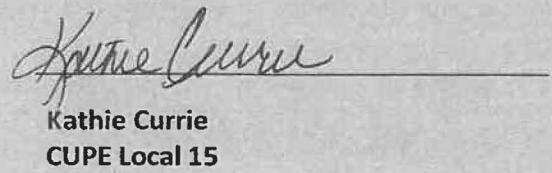
B. Temporary Employee

An employee who is appointed:

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



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Vancouver Board of Education



Kathie Currie
CUPE Local 15

January 21, 2019

UNION PROPOSAL – WITHDRAWN

UNION PROPOSAL (pg. 7)

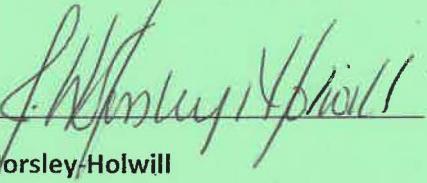
Housekeeping

Definitions and coverage for employee benefits

Temporary Employees

Clause 2.B.1 (d)

Delete reference in (d) of "timesheets"



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

January 30, 2019

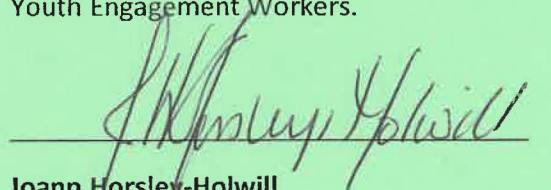
BOARD PROPOSAL

ER.10 Clause 6.E.6 Working Conditions

E. Modified Work Schedule

6. Irregular Hours

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



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Vancouver Board of Education



Kathie Currie
CUPE Local 15

January 30, 2019

UNION PROPOSAL

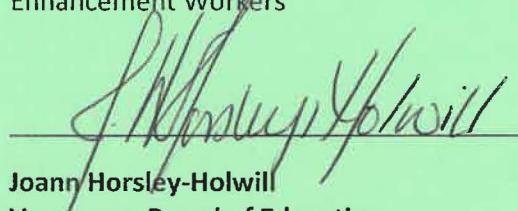
UNION PROPOSAL (pg. 11)

Housekeeping

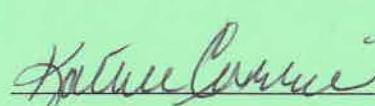
Working Conditions

Clause 6.E.6 – Irregular Hours

Amend the language to replace Aboriginal Education Enhancement Workers to Indigenous Education Enhancement Workers



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Vancouver Board of Education



Kathie Currie
CUPE Local 15

January 30, 2019

1:45 pm

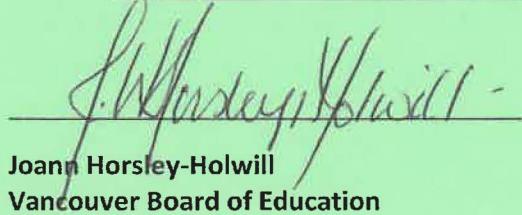
BOARD PROPOSAL

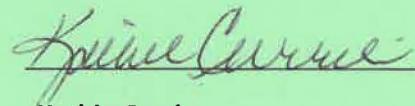
H.12 Clause 8.F.2 Employee Benefits

F. Medical Insurance

2. Extended Health

The Payroll Department will forward a current pamphlet of the EHB package to employees upon request. Employees can obtain benefit information by logging into the benefit carrier website.


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

January 30, 2019

1150 pm

UNION PROPOSAL

UNION PROPOSAL (pg. 14)

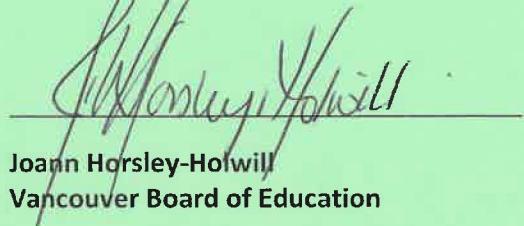
Housekeeping

Absence from Duty

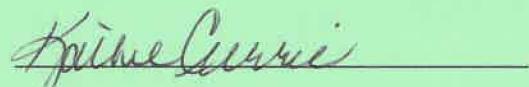
Clause 9.G.1, 2, 3, 4, 5 – Bereavement Leave

Correct reference to 9.F and replace with reference to 9.G 1&2.

Replace reference to Workers Compensation to WorkSafe BC in Clause 9.G.5 – **WITHDRAWN**



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Vancouver Board of Education



Kathie Currie
CUPE Local 15

January 30, 2019

UNION PROPOSAL

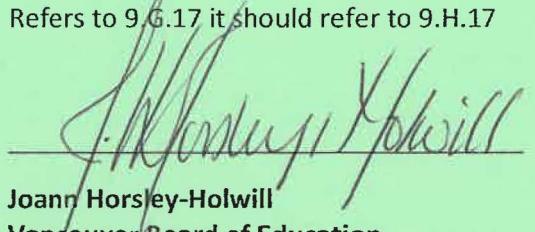
UNION PROPOSAL (pg. 17)

Housekeeping

Absence from Duty

Clause 9.H.15 – Maternity Leave

Refers to 9.G.17 it should refer to 9.H.17


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January 30, 2019

UNION PROPOSAL

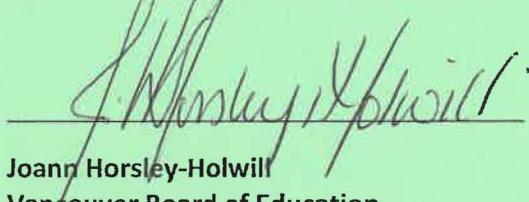
UNION PROPSAL (pg. 18)

Housekeeping

Absence from Duty

Clause 9.H.18 – Maternity Leave

Refers to 9.G.13 it should refer to 9.H.13



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January 30, 2019

1:45pm

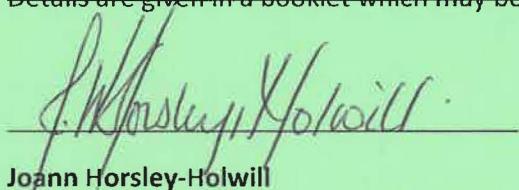
BOARD PROPOSAL

H.11 Clause 8.D.1. Employee Benefits

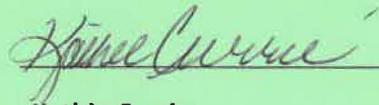
D. Municipal Pension

1. Contributions

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



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January 30, 2019

1:50pm

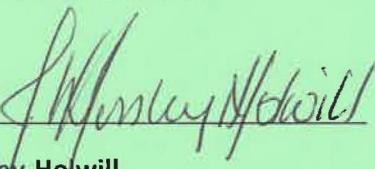
UNION PROPOSAL – WITHDRAWN

UNION PROPOSAL (pg. 20)

Housekeeping

Clause 11.G Health and Safety

Change W.C.B to WorkSafe BC



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January 30, 2019

UNION PROPOSAL

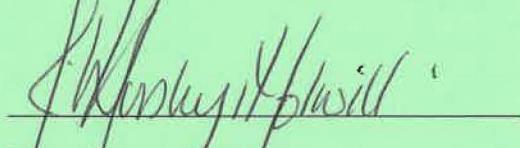
UNION PROPOSAL (pg. 16)

Housekeeping

Absence from Duty

Clause 9.H.3 – Maternity Leave

Refers to 9.G.1 it should refer to 9.H.1



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January 30, 2019

UNION PROPOSAL

UNION PROPOSAL (pg. 15)

Housekeeping

Amend

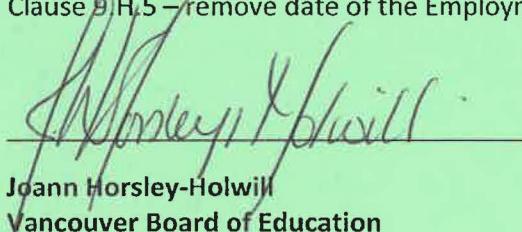
Absence from Duty

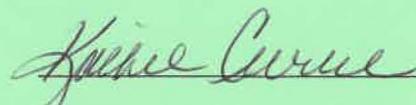
Clause 9.H.3 – Maternity Leave

Clause 9.H.5 – Amend

Clause refers to 9.G.1 it should refer to 9.H.1

Clause 9.H.5 – remove date of the Employment Standards Act


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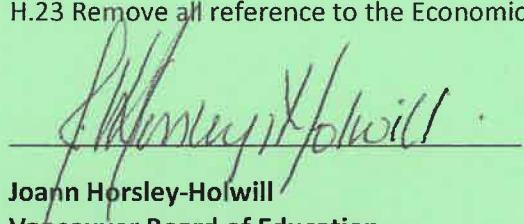
January 30, 2019

union prop pg 15 -

1:45pm

BOARD PROPOSAL

H.23 Remove all reference to the Economic Stability Dividend



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January 30, 2019

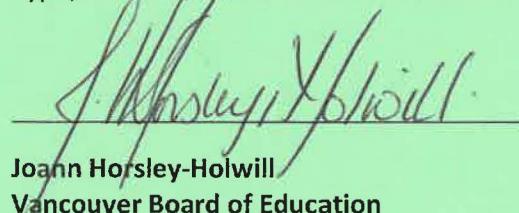
UNION PROPOSAL

Housekeeping (pg. 22)

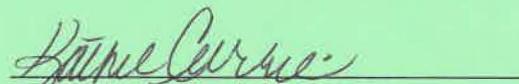
Harassment

Article 11.R.4.D – Review of Complaint

Typo, reformat sentence structure following mediation



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

February 05, 2019

UNION PROPOSAL

UNION PROPOSAL – Non Monetary (pg. 34)

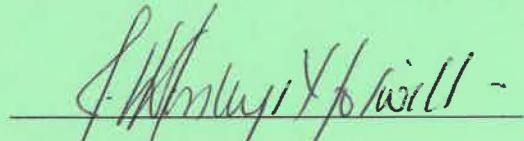
Absence from Duty

Amend

Clause 9.H.19 (b)(i) and (ii) – Maternity Leave

Change 9.G to 9.H

Change \$48,750 to \$51,700 – **WITHDRAWN**


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
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February 5, 2019

UNION PROPOSAL – WITHDRAWN

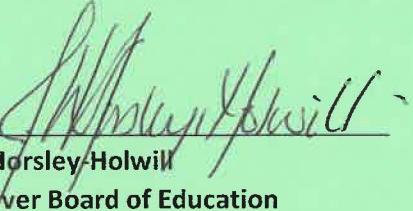
UNION PROPOSAL – Non Monetary (pg. 33)

Amend

Article 9.H.19 – Maternity S.U.B. Plan

Amend language to reflect the current maximum annual salary to \$51,700.

Amend language to change two (2) week waiting period to one (1) week waiting period.


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CUPE Local 15

February 05, 2019

UNION PROPOSAL

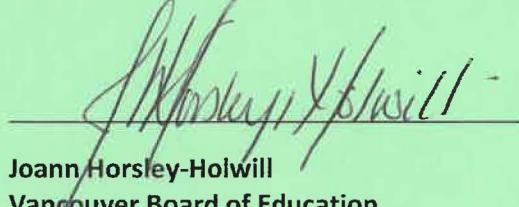
UNION PROPOSAL – Non Monetary (pg. 32)

Amend

Clause 9.H – Maternity Leave

Amend language to reflect current changes to the Maternity Leave Act. – **WITHDRAWN**

Correct all references to 9.G to 9.H in Clauses, 9.H 3, 15, 18.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

February 5, 2019

BOARD PROPOSAL

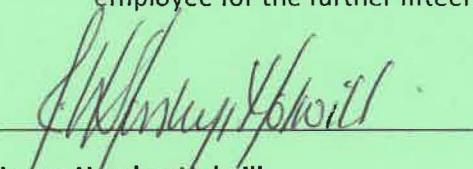
ER.21 Clause 9.H.19 Absence from Duty

H. Maternity Leave

19. Maternity S.U.B. Plan

(b) Where a permanent employee takes maternity leave pursuant to Clause 9.g. (Maternity Leave) and successfully applies to E.I., the Board shall pay the following:

- (i) Ninety-five per cent (95%) of the employee's current salary to a maximum annual salary of \$48,750 for the two (2) week E.I. not greater than the Canada Revenue Agency (CRA) maximum annual insurable earnings at the start date of the leave for the calendar year in which the S.U.B. payment commences for the Employment Insurance (E.I.) applicable waiting period, and;
- (ii) Where the employee is eligible to receive E.I. Maternity benefits, the difference between ninety-five per cent (95%) of the employee's current salary, to a maximum annual salary of \$48,750 determined by CRA and the amount of the E.I. Benefits received by the employee for the further fifteen (15) weeks of maternity benefits.


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

February 05, 2019

BOARD PROPOSAL

ER.22 Clause 9.I.1. Absence from Duty

I. Adoption Leave

1. Adoption leave without pay shall be granted up on request of the adopting parent in accordance with the Employment Standards Act as of 1995 November 01 and shall commence from the date of arrival of the child in the home. All relevant provisions of Maternity Leave shall apply, provided that the S.U.B. plan is approved by E.I. The language terms in Clause 9.GH. (Maternity Leave) shall be appropriately interpreted (e.g. birth/adoption).

1. Adoption Leave shall be granted in accordance with the *Employment Standards Act*.

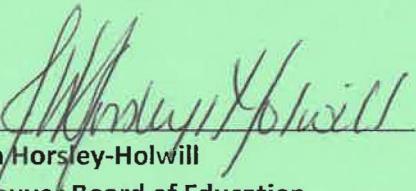
2. Leave without pay shall be granted to either parent for mandatory interviews or travelling time to receive the child by written application to the Human Resources Division.

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

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

(i) Effective 1999 April 01, ninety-five per cent (95%) of the employee's current salary to a maximum annual salary of \$48,750 for the two (2) week E.I. not greater than the Canada Revenue Agency (CRA) maximum annual insurable earnings at the start date of the leave for the calendar year in which the S.U.B. payment commences for the Employment Insurance (E.I.) applicable waiting period, and;

(ii) Effective 1999 April 01, where the employee is eligible to receive E.I. adoption benefits, the difference between ninety-five per cent (95%) of the employee's current salary, to a maximum annual salary of \$48,750 determined by CRA and the amount of the E.I. Benefits received by the employee for the duration of the S.U.B. plan in Clause 9.H.


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Vancouver Board of Education


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February 05, 2019

UNION PROPOSAL

UNION PROPOSAL – Non Monetary (pg. 35)

EMPLOYEE BENEFITS

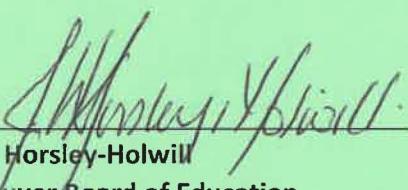
Amend

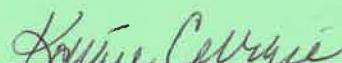
Absence from Duty

Article 9.I, 9.2(b)(i) and (ii) Adoption Leave

Replace reference to 9.G to 9.H

- (i) Amend the language to reflect the current annual salary maximum to \$51,700 and amend the two (2) week waiting period to one (1) week – **WITHDRAWN**
- (ii) Amend the language to reflect the current annual salary maximum to \$51,700 effective January 1, 2018. – **WITHDRAWN**


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

February 05, 2019

UNION PROPOSAL

UNION PROPOSAL – Non Monetary (pg. 36)

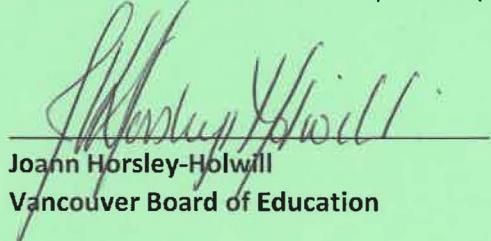
Amend

General Provisions

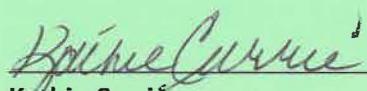
Replace

Article 11E – Term Employees

Replace current language with Letter of Understanding dated February 28, 2017, Term Employees Vacation entitlement with ten percent (10%) or greater.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currié

CUPE Local 15

February 05, 2019

UNION PROPOSAL - WITHDRAWN

UNION PROPOSAL – Housekeeping (pg. 21)

Amend *JH*

Article 11.R. (iii) Harassment

Change either Sex to any Gender

BOARD COUNTER-PROPOSAL

Remove language *JH*

Article 11.R. (iii) Harassment

Sexual harassment refers to behaviour initiated by both males and females and directed towards members of either sex.

Joann Horsley-Holwill
Joann Horsley-Holwill
Vancouver Board of Education

Kathie Currie
Kathie Currie
CUPE Local 15

February 05, 2019

BOARD PROPOSAL – WITHDRAWN

H.16 Clause 11.X. General Provisions

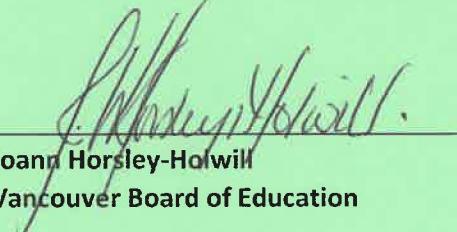
X. Pregnant Employees or Employees with Disabilities

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

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

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

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


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

February 05, 2019

BOARD PROPOSAL – WITHDRAWN

H.20 SSB job band description: remove “counseling in one-to-one, group or family sessions”.

Joann Horsley-Holwill
Joann Horsley-Holwill
Vancouver Board of Education

Kathie Currie
Kathie Currie
CUPE Local 15

February 05, 2019

BOARD PROPOSAL

H.14 Clause 11.D. General Provisions

D. Layoff, Bumping Workforce Adjustment and Severance

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

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

1. Preamble

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

2. Notice

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

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

3. Displacement

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

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

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

(c) The Board reserves the right to transfer an affected employee during ~~the a~~ period of salary protection, ~~a laid off employee~~ to a position of their original band when a vacancy occurs, subject to the provisions of Clause 11 F. 1. (Notification of Vacancies) of this agreement, and the seniority and capabilities of the employee.

(d) An employee who ~~bumps~~ moves into another position in accordance with the provisions of Clause 11.D.5. shall do so initially for a trial period of ~~eighteen (18)~~ sixteen (16) working weeks. The ~~eighteen (18)~~ sixteen (16) working week trial period may be varied in specific instances by mutual agreement of the Union and the Board.

(e) During the trial period, the employee's performance will be appraised by the employee's Supervisor. ~~and, if~~ If the trial period is not satisfactorily completed, or if the employee so requests, Clause 11 D.5. (a), (b), and (c) shall once again apply. Should the second trial period also prove unsatisfactory to the Board or the employee, then the employee shall be transferred by the Board to a position for which the employee is qualified provided such position is available or, if not, the employee may be placed on permanent substitute status until such time as a suitable position becomes available. The salary and benefits of such employee shall be maintained at the level of the position held prior to the initial displacement in accordance with Clause 11.D.5.(b).

(f) If the position that the employee was originally ~~bumped~~ displaced from is vacated during the trial period in accordance with Clause 11.D5.(d), the originally ~~bumped~~ displaced employee will be offered the position without posting. The employee will have up to five (5) calendar days to accept the transfer.

4. Layoff and Severance

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

3. a) Layoff

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

0 - 12 months 2 weeks' notice

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

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

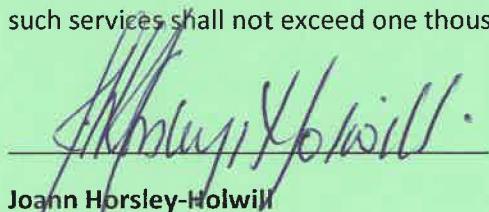
{b) c) Severance pay shall be calculated at the rate of five per cent (5%) of one (1) year's salary for each year of service, or major portion thereof, to a maximum of one (1) year's salary. A year's service is defined as being a school year for term employees, September through June, or twelve (12)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

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

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

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

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



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

February 27, 2019

BOARD COUTNER PROPOSAL TO UNION PROPOSAL

September 2018 – Page 38

UNION PROPOSAL - Non Monetary

Amend

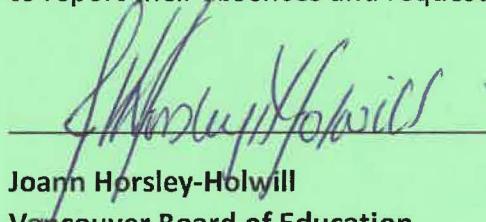
Article 11.S - Substitute Requests

Amend the language to update current practice and inclusion of online reporting.

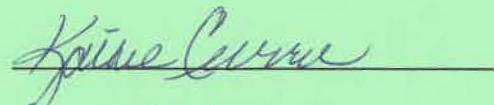
Language will read:

S. Substitute Requests

The Board agrees to maintain ~~a telephone activated service~~ an automated system for employees to report their absences and request a substitute as required.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

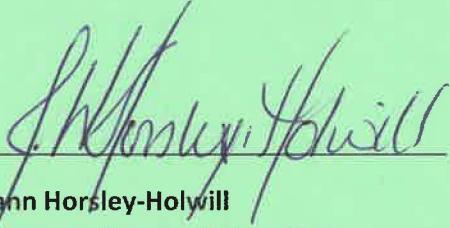
February 27, 2019

BOARD PROPOSAL

H.17 Schedule of Wage Rates (pg. 80)

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

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



Joann Horsley-Holywill
Vancouver Board of Education

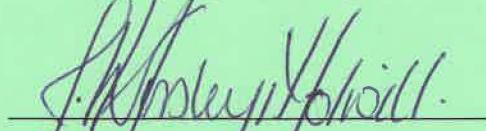


Kathie Currie
CUPE Local 15

February 27, 2019

BOARD PROPOSAL

H.19 Remove "pay equity adjustments" throughout all the clauses in the collective agreement.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

February 27, 2019

Union Proposal – WITHDRAW

UNION PROPOSAL - Monetary

General Provisions

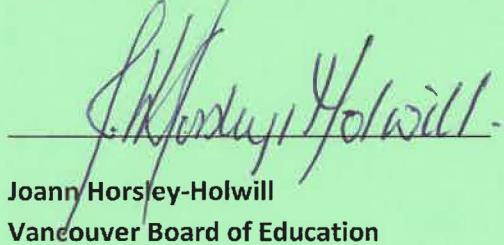
Add/Amend

Article 11.P Transportation/Mileage Compensation

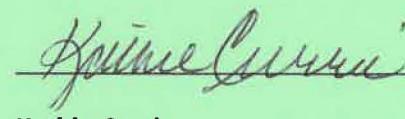
All employees who work within the IT Services department of the Vancouver Board of Education will be provided with a fleet vehicle in order to perform their duties at no cost to the employee.

In addition, all other employees who are rerouted from one workplace to another while using their personal vehicles shall receive compensation for all mileage incurred in that workday pursuant to the applicable Vancouver Board of Education mileage compensation policy.

Any On Call employees who do not use their personal vehicles and utilize public transportation will be reimbursed for all fares as a result of being rerouted to another location.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie

Kathie Currie
CUPE Local 15

March 7, 2019

BOARD PROPOSAL

H.15 Clause 11.R General Provisions

R. Employee Rights

4. Harassment

(c) Written Complaint

Where an employee believes that he/she has been subjected to harassment as defined under this Clause, the employee shall submit a written complaint to the Human Resources Manager, Support Staff, or designate, Labour Relations Department identifying the alleged harasser and detailing the specific behaviour or comments which are alleged to be harassment. Such a complaint shall be filed within six (6) months of the behaviour or comment giving rise to the complaint.

BOARD COUNTER PROPOSAL TO UNION PROPOSAL

September 2018 – Page 37

UNION PROPOSAL -Non Monetary

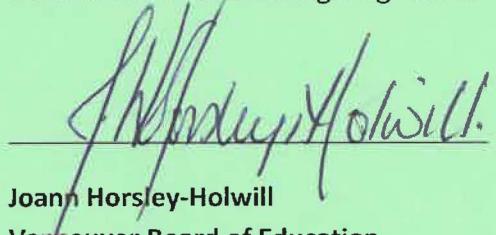
Amend

Harassment

Article 11.R.4.C - Written Complaint

Change He/She to They and Has to Have

Remove last sentence.....such a complaint shall be filed within six months (6) one (1) year of the behaviour or comment giving rise to the complaint.


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

March 7, 2019

Union Proposal – WITHDRAW

UNION PROPOSAL - Non Monetary (pg. 30)

Working Conditions

ADMEND

Article 6.E.2 - Modified Work Schedules

Amend the current language as follows:

All modified work schedules will be signed off by the union and copies provided to all parties.

Board Proposal – WITHDRAW

ER.9 Clause 6.E Working Conditions

E. Modified Work Schedule

1. Variation of Work Schedule

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

2. Access

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

3. Hours of Work

(a) Employees will work an additional one-half ($\frac{1}{2}$) hour per day on a prescheduled basis. Starting, finishing and lunch times will be arranged with the local supervisor.

(b) Employees will bank the additional time worked. Banked time will be taken off as scheduled by mutual agreement of the employees and the supervisor. Prescheduled days off are preferred.

(c) An employee who has banked thirty-five (35) hours of time off must take any additional accumulated time off within the tri weekly period in which it is earned.

4. Administration

(a) Each participating section will keep accurate records of the time worked, time taken off and net accumulated time for each employee.

(b) Employees will not earn or bank time off:

(i) for days of absence from work, or

(ii) for work in another work area which is not on a modified work week schedule

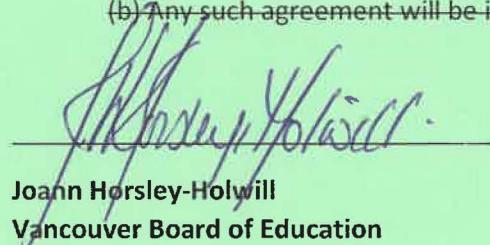
(iii) unused breaks or lunch may not be banked as earned time. By agreement with the local supervisor, the employee may work additional time (within the two and one-half (2½) hour per week maximum) to compensate for such time not earned (e.g., statutory holidays).

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

5. Variations

(a) Variations to the preceding provisions may be made by mutual agreement of the Union and the Board to fit specific situations.

(b) Any such agreement will be in writing and will be circulated to those affected by it.


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

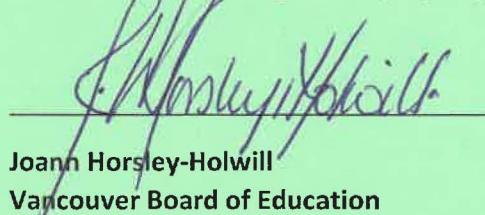
March 7, 2019

Board Proposal

ER. 35 Clause 11.M. General Provisions

M. Early Cheque Pick-up

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


Joann Horsley-Holwill
Vancouver Board of Education


Kathie Currie
CUPE Local 15

March 7, 2019

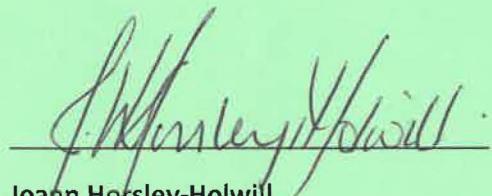
Time: _____

Vancouver Board of Education to CUPE Local 15

SETTLEMENT AGREEMENT

Without Prejudice

This resolves all outstanding issues between the parties for a renewed collective agreement. All proposals previously agreed to and signed are included in the settlement. All proposals not included are withdrawn by both parties.



Joann Horsley-Holwill
Vancouver Board of Education



Kathie Currie
CUPE Local 15

June 05, 2019