

**AGREEMENT
BETWEEN**

**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT #45 (WEST VANCOUVER)**

AND

**THE WEST VANCOUVER MUNICIPAL EMPLOYEES'
ASSOCIATION**

January 1, 1999 - December 31, 2001

ENDED

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TABLE OF CONTENTS

Pages

SECTION A - THE COLLECTIVE BARGAINING RELATIONSHIP.....1 - 9

- Article **100** - Recognition
- Article **102** - **Term** of the Agreement
- Article **104** - Definitions
- Article **105** - **Breaks** in Service for Casual Employees
- Article **106** - Committees
- Article **108** - Termination of Employment
- Article **110** - Grievance Procedure
- Article **112** - Arbitration
- Article 114** - Association Security
- Article **116** - Crossing Picket Lines
- Article 118** - **Association** Representation
- Article 120** - Agreement as to **Conditions** Not **Mentioned**
- Article **122** - Rights of Management

SECTION B - SALARY AND BENEFITS.....10-16

- Article **200** - Remuneration and Employee **Benefits**
- Article **201** - Gender Neutral Job Evaluation Plan
- Article 204** - **M.S.P.** - Medical Services Plan
- Article **206** - **E.H.B.** - Extended Health Benefits
- Article **208** - Dental Plan
- Article 210** - Group Insurance
- Article **212** - Service Recognition Pay - Savings Plan
- Article **214** - **Long** Term Disability Plan
- Article **216** - Sick Leave
- Article 218** - Gratuity Plan
- Article 220** - Compulsory **Quarantine**
- Article **222** - Superannuation
- Article **224** - Employees - Percentage in lieu of Benefits
- Article 226** - Casual Employees - Percentage in lieu of **Benefits**
- Article **228** - Pay for Acting in Senior **Capacity**
- Article **230** - **Benefit** Continuance
- Article **232** - Mileage Allowance
- Article 234** - **E.I.** Rebate

SECTION C - EMPLOYMENT RIGHTS..... 17 - 21

- Article 300** - Seniority
- Article **302** - Lay-off
- Article 304** - Recall
- Article **306** - **Severance** Pay
- Article 308** - Job Sharing
- Article **310** - Teacher/Teacher Assistant Conflict Resolution Process
- Article 312** - Indemnification of Employees

SECTION D - PERSONNEL PRACTICES 22-24

- Article **400** - Filling Vacancies
- Article **401** - Hiring **Practices** - internal Applicants
- Article **402** - Personnel Files
- Article **404** - Copies of Agreement
- Article **406 - Classification**
- Article **408** - Workshops and Training

SECTION E - WORKING CONDITIONS 25

- Article **500** - Hours of Work
- Article **502** - Rest Periods
- Article **503** - Travel Time
- Article **504** - Overtime
- Article **505** - Meal Breaks During Over-time and Call-out
- Article **506** - Hand Tools - **Facilities** Employees
- Article **507** - Boot Allowance
- Article **508** - First Aid
- Article **510** - Changes in Working Conditions
- Article **512** - Technological Change
- Article **514** - Teachers' Assistants - Supervision and Duties

SECTION F - LEAVES, VACATIONS AND PUBLIC HOLIDAYS 31- 37

- Article **602** - Leave for Association Business
- Article **604** - Compassionate **Leave**
- Article **606** - Adoption Leave
- Article **608 - Educational** Leave
- Article **610** - Leave for illness in the Family
- Article **612** - Personal Leave
- Article **613** - Citizenship Leave
- Article **614** - Leave for Jury Duty
- Article **615** - Parental Leave
- Article **616 - Maternity** Leave
- Article **617** - Paternity Leave
- Article **618** - Vacations and **Public** Holidays
- Article **620** - Statutory Holidays, etc.

LETTERS OF UNDERSTANDING

- The Standing Joint Job Evaluation Committee (**SJEC**) -establishment of Committee **39**
- The Standing Joint Job Evaluation Committee (**SJEC**) -parameters of Committee **40**

- SCHEDULE **A:** Pay Scale **1999** (current grid) **41**
- SCHEDULE **B:** Pay Scale **2000** (transitional grid) **44**
- SCHEDULE **C:** Pay Scale **2001 (1.8%)** **45**
- SCHEDULE **D:** Notes to Salary Schedules **46**
- SCHEDULE **E:** Pay Equity **Distribution, Annual Provincial Funding** **47**

- APPENDIX **1:** **Summary of Gender-neutral JJEC Plan** **48**

- INDEX **50**

THIS AGREEMENT made the **1st** day of January in the year of our Lord One Thousand Nine Hundred and Ninety-Nine (**1999**)

BETWEEN:

BOARD OF SCHOOL TRUSTEES of School District **#45** (West Vancouver), hereinafter called the "Board" ·

OF THE FIRST PART

AND:

THE WEST VANCOUVER MUNICIPAL EMPLOYEES ASSOCIATION, hereinafter called the "Association"

OF THE SECOND PART

SECTION A - THE COLLECTIVE BARGAINING RELATIONSHIP

Article 100 - Recognition

WHEREAS the Board approves and **recognizes** the Association as the sole bargaining agency on behalf of its employees engaged as custodians, general maintenance, clerical staff, and teachers' assistants, excepting those employees excluded under the Labour Relations *Code* of B.C.,

AND WHEREAS it is thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement, the following shall so apply.

Article 102 - Term of the Agreement

This Agreement shall be for a **term** of thirty-six (**36**) months, with effect from the first day of January, **1999** and shall remain in full force and effect thereafter unless either party, at least two (**2**) months prior to the **expiry** date of the **31 st** of December **2001**, gives to the other party written notice of desire to change, amend or terminate such Agreement.

If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued by either party.

It is understood and agreed between the Board and the Association that the operation of subsection (**2**) of Section **50** of the Labour Relations *Code* is hereby excluded from and shall not be applicable to this Agreement.

Article 104 - Definitions

104. Employees

The Employees of the School Board **shall** be in four categories:

104.1 Employee

"Employee" shall mean a person who is an employee, as defined by the *Labour Relations Code* of B.C.

104.1.1 Permanent Full-time Employee

"Permanent. Full-time Employees" **shall** mean and include employees who have successfully completed the probationary six **(6)** months of continuous service in any established ten **(10)** or twelve **(12)** month position, and temporary or casual employees who have completed either ten **(10)** or twelve **(12)** months of continuous service in a respective ten **(10)** or twelve **(12)** month position upon reappointment'

104.1.2 permanent Part-time Employee

"Permanent Part-time Employees" shall mean and include employees who **have** successfully completed the prescribed period of probation and who are working less than the scheduled number of hours for a ten **(10)** or twelve **(12)** month position, and temporary or casual employees who are working less than the scheduled number **of hours** and who have completed either ten **(10)** or twelve **(12)** months of continuous service in a respective ten **(10)** or twelve **(12)** month position upon reappointment.

104.2 Probationary Employees

"Probationary **Employees**" shall mean and include those employees employed during the first six months of service in any established position.

All employees are to; receive written notification of the completion of their probation period, with a copy of said notification to **be** sent to the Business Agent of the Association.

104.3 Casual Employees

“Casual Employees” shall mean and include those employees who, may. be employed by the School Board for work of a recurring but noncontinuous nature, such as,

1. substitute on a day-by-day basis;
2. substitute for an employee who is absent for an unspecified period of time; and/or
3. an employee brought in on a day-by-day basis during peak periods.

All of the above are not expected to exceed twenty consecutive working days.

Both the employee and the Association shall be advised in writing that the employment is casual.

104.4 Temporary Employees

“Temporary Employees” shall mean and include those employees hired for a predetermined length of time on a full-time or part-time basis for positions expected to exceed twenty working days. Temporary employees are paid at the casual rates of pay and all such positions shall be posted in accordance with Article 400 “Filling Vacancies”. Temporary appointments may be extended by mutual agreement between the Association and the Board.

Article 105 - Breaks in Service for Casual Employees

For temporary employees working in ten (10) or twelve (12) month positions, breaks in service shall consist of a minimum of ten (10) consecutive working days, excluding time off for sickness, vacation, Christmas break, spring break and any other time that the Board determines.

The Board agrees, wherever possible, to avoid breaks in service which may result in disqualification from permanent status.

Article 106 - Committees

106.1 Conciliation Committee

The Board will maintain a special Conciliation Committee of three (3) members of the Board or designate(s).

The Association will nominate three **(3)** bargaining representatives.

The said three **(3)** bargaining representatives shall from time to time negotiate with the special Conciliation Committee of the Board with a view to reaching speedy settlement of any grievance or dispute arising between the Board and the employees concerned, including possible renegotiations relative to this Agreement and the various schedules which are a part thereof. However, except for renegotiations of agreements, these matters shall be introduced to such meetings as required in the grievance procedure.

In the event of either party wishing to call a joint meeting of the Committee hereinbefore referred to and the three **(3)** bargaining representatives, the Chairman of the Board shall call the same for a suitable time not more than fifteen **(15)** days after receipt of a request by him/her from the party requesting such meeting.

Any bargaining representative in the employ of the Board shall have the privilege of attending such meetings without loss of remuneration. All meetings of the said special Conciliation Committee of the Board with the said bargaining representatives of the Association shall be under the Chairmanship of the Chairman of the Board (or such other person as the Chairman may appoint.)

106.2 Working Committee

A 'Working Committee' composed of the Secretary-Treasurer, Department Head and an employee Association representative, shall meet from time to time whenever deemed expedient, to discuss matters relating to working conditions.

106.3 Standing Joint Job Evaluation Committee (SJJEC)

A Standing Joint Job Evaluation Committee will be established to carry out the ongoing maintenance of the job evaluation program as negotiated and implemented between the parties during the 1 ~~996-98~~ negotiations. The Committee's mandate shall be to maintain the integrity of the job evaluation program. This will include a review of all existing and appealed positions and an evaluation of all new positions, including, but not limited to, job descriptions, bandings, pay grades, the job evaluation plan, and its procedures and methods.

Any recommendations for changes must be negotiated by both the Board and the Association. The Committee's guidelines shall be those established by the Letter of Understanding contained herein, and as amended from time to time by mutual consent of both parties.

106.4 Labour Management Committee

The Labour Management Committee will study the issue of long-term casual appointments.

Article 108 - Termination of Employment

108.1 All employees other than permanent employees shall be subject to dismissal on one (1) day's notice.

108.2 A permanent employee shall be given one (1) month's notice of termination of dismissal or one (1) month's pay in lieu thereof, unless he/she is dismissed for cause.

Article 110 - Grievance Procedure

110.1 Where any difference arises between the parties to this Agreement relating to the dismissal, discipline or suspension of an employee covered by this Agreement, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question **as to** whether a matter is **arbitrable**, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this Agreement, notify the other **party** in writing of its desire to submit the difference to arbitration; or may request the Labour Relations Board to appoint an **officer** to confer with the parties to assist them to settle the difference.

110.2 It is the intent of the parties hereto to settle any difference between them **as** expeditiously and harmoniously as may be possible and the following procedure is established for this purpose:

Step One: grieved employee or employees shall first discuss the matter with the Department Head and both **parties** shall attempt to settle the grievance within five (5) working days.

Step Two: If a grievance cannot be settled as above, the aggrieved shall present the grievance in writing to the Department Head, with a **copy** to the Association Executive. The aggrieved, with the Shop Steward or other Association representative, shall meet with the Department Head and the Secretary-Treasurer and they shall attempt to settle the grievance within five **(5)** working days.

Step Three: If the grievance cannot be settled as in Step Two, the Association may submit the grievance to the Chairman of the School Board (or his representative) who shall meet within five **(5)** working days, or such time as may be agreed upon after receipt of the grievance, with the Association representative(s) and they shall attempt to settle the grievance within five **(5)** working days.

Step Four: If a grievance cannot be settled as in Step Three, the grievance may be submitted to the Conciliation Committee or Arbitration **as set out** in this Agreement.

110.3 In the event there is an Association grievance as such, or a School Board grievance as such, either party may initiate the grievance procedure commencing at Step Three above.

Article 112 - Arbitration

112.1 Should any difference between the parties to this Agreement remain unsettled after the completion of Step Three of the Grievance Procedure, either party within **five (5)** days after failure to settle the difference, may notify the other party in writing of its desire to submit the difference to arbitration. The Arbitration Board may be **a** single Arbitrator or a panel of three **(3)** Arbitrators. The decision of the Arbitration Board, either single or three-member, shall be final and binding on both parties. Expenses incident to the services of the single-member Arbitration Board shall be borne equally by the parties to this Agreement: each party shall bear the expenses incident to the services of its appointee to the three-member Arbitration Board and shall bear equally the expenses incident to the services of the Chairman of that Board.

112.2 Single Arbitrator The **arbitrator** shall be appointed by mutual consent of the parties. If the parties are unable to agree upon the

arbitrator within seven **(7)** clear days after arbitration has been invoked, they shall then jointly petition the Minister of Labour for the Province of British Columbia to appoint an arbitrator. The arbitrator shall complete his/her examination and hearing and hand down **his/her award within a** reasonable time, which is considered to be not more than thirty **(30)** days after his/her appointment.

112.3 Three-Member Board If arbitration is to be conducted by a board of three **(3)** members, the party invoking arbitration shall, in its notice to the other party, so state, and the notice shall contain the name of its appointee to the Arbitration Board. The recipient party of such notice shall, within ten **(10)** days, advise the other party of the name of its appointee to the Board. The two appointees so selected shall, within twelve **(12)** days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the two **(2)** members fail to agree upon the Chairman in the time specified, either party may apply to the Minister of Labour to appoint a chairman. The Board shall proceed as soon as practicable to examine the grievance and render its judgment.

It is agreed between the parties hereto that the above Grievance and Arbitration procedure shall be the sole method of settling differences between them or **between** an employee or employees and the School Board, and it is further agreed that both parties and the employees covered in this Agreement shall be bound by the settlements which derive from the Grievance and Arbitration procedure.

Any question as to whether any matter is **arbitrable** shall be decided by mutual agreement between the parties hereto or shall be referred to the Labour Relations Board for decision.

Unless otherwise stated in this Agreement, the provisions of Part VIII of the Labour **Relations** Code of British Columbia, being Sections **81** to **114**, entitled "Arbitration Procedures", will apply.

Article 114 - Association Security

114.1 It is agreed that employees who are at present members of the Association shall remain so as a condition of employment. It is further agreed that employees who are hereafter employed by the Board shall **become** members of the Association on the first day of the month immediately following the completion of one **(1)**

calendar month's employment and shall remain members of the Association as a condition of employment.

114.2 The Board will deduct from the **pay** of each employee covered by this Agreement, all fees and legal dues as determined by the Association and duly **authorized** by the employee and will transmit the total amount so deducted to the Association no later than the **15th** of each month following that in which the deduction was made.

Article 116 - Crossing Picket Lines

116.1 The employees covered by this Agreement may refuse to cross a legal picket line maintained during any legal strike. Such action should not be **considered** grounds for disciplinary action beyond loss of pay for the time absent from duty.

116.2 In cases of emergency, the Association agrees to waive the right of refusal to cross the picket line as outlined above for the number of employees required to remedy such emergency.

Article 118 - Association Representation

118.1.1 An employee may choose to have his/her Association representative present **at** meetings with his/her Supervisor which the employee believes may be the basis for disciplinary action.

118.1.2 Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall endeavour to notify the employee in advance of the purpose of the meeting to provide the employee with the opportunity of contacting his/her Association representative and requesting that representative's attendance at the meeting, providing this does not hinder the ability of the supervisor in the exercise of his/her authority.

118.1.3 This clause shall not apply to meetings involving **performance** -appraisals or of an operational nature not involving disciplinary action.

118.2 Notwithstanding the foregoing, it is the supervisor's responsibility to take immediate action where it can be shown that to delay the exercise of such discipline would not be in the best interests of either the employee or the Board.

118.3 For the purpose of this section, "Association representative" and "representative" shall **mean** a shop steward or, in the absence of a shop steward, may also mean an officer of the Association.

Article 120 - Agreement as to Conditions Not Mentioned

It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions shall continue in full force and effect for the duration of this contract.

Article 122 - Rights of Management

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract.

SECTION B — SALARY AND BENEFITS

Article 200 - Remuneration and Employee Benefits

In keeping with the guidelines established by **BCPSEA** under Mandate 2 — all increases to be calculated in percentages for all employees:

January 1, 1999 – 0%
January 1, 2000 – 0%
January 1, 2001 – 1.8%

Effective July 1, 1999 all job classes to go to two increment steps. (The existing Step 1 will remain Step 1, while the maximum step will **become** Step 2.)

200.1 Provincial Bargaining

Should there be a provincial package negotiated to which **WVMEA** members would be qualified, the parties will meet to ensure that should the total provincial compensation package exceed **this** total package, employees within District **45** shall be compensated on a similar basis. Should there be a dispute with respect to this matter, the issue may be submitted to a third party for a final and binding decision.

Article 201 – Gender Neutral Joint Job Evaluation Plan

The parties agree that the *Gender **Neutral Joint** Job Evaluation Plan* outlined in Appendix 1 is accepted and that the job numbers, descriptions and categories are **recognized**. This Plan has been approved by the Province for purposes of pay equity funding.

It is agreed that the pay equity funding provided by the Province shall be distributed as pay equity adjustments as agreed to in writing by the parties when funding becomes available from the Province. All pay equity adjustments agreed upon prior to the signing of this Agreement will be continued for the term of this Agreement, subject only to Provincial funding of the adjustments.

Whereas the Gender-neutral Job Evaluation Plan has been implemented in part, commencing on July 1, 1995, and the Parties hereto have been working towards full implementation of the Plan, it is **recognized** that due to wage controls and the employer's ability to pay, the Plan is not yet fully implemented.

Article 204 - M.S.P. (Medical Services Plan)

The Board agrees to **pay 100%** of the premium cost for employees **participating** in **M.S.P.** benefits. These benefits shall apply to probationary and permanent employees after three **(3)** months' service,

Article 206 - Extended Health Benefits

The Board agrees to pay **100%** of the premium **cost** for employees participating in the **E.H.B.** Plan. These benefits shall apply to probationary and permanent employees after three **(3)** months' service.

The Vision Care Option shall be added to the Extended Health Plan to cover all employees. The Option will provide a benefit of up to **\$250** per claimant in a two calendar year period, subject to the provisions of the Plan. Premiums for the Vision Care Option shall be paid **100%** by the Board.

Orthotics coverage shall be added to the Extended Health Plan to **cover** all employees. Premiums for **orthotics** coverage shall be paid **100%** by the Board.

Article 208 - Dental Plan

The Board agrees to pay **90%** of the premium **cost** of a dental plan, **as** follows:

- Plan "A" - **80%** payment of claim
- Plan "B" - **50%** payment of claim
- Plan "C" - **50%** payment of claim (dependent children only)

Effective January **1, 2001**, the Board agrees to pay **100%** of the premium **cost** of a dental plan, **as** outlined above.

Participation in the Plan will be a condition of employment for all new probationary and permanent employees (unless they are already covered under a spouse's insurance) upon the completion of three **(3)** months' service.

For part-time employees, the Board's share in the premium **cost** shall be in proportion to their time worked and the part-time employee shall pay the balance.

Article 210 - Group Insurance

All employees, other than casual, shall be included in the Plan after three **(3)** months' service. The coverage is **as** follows, and an employee entering into the Plan prior to age fifty **(50)** will retain the coverage as described in Article **210.1**

to age sixty-five (65). Membership in the Plan is compulsory for all new employees.

**210.1 Employees up to age fifty (50) - two (2) years' basic salary
- rounded up to the nearest \$1,000.00**

**210.2 Employees age fifty to sixty-five (50 - 65) at date of entry into Plan
-with earnings of \$3,000 or over - \$6,000
- with earnings under \$3,000 - two (2) years' basic salary to the nearest \$1,000.**

210.3 Employees sixty-five (65) and over - \$2,000.00

The Board agrees to pay 100% of the premium cost.

Article 212 - Service Recognition Pay - Savings Plan

The Board contributes an amount equal to two percent (2%) of the basic salaries of the employees covered by the Agreement when the said employees themselves contribute an equal amount. The contributions are deposited in a Trust Fund for the benefit of the employee, and can be withdrawn by the employee, in accordance with the contract covering the Trust Fund with the Trust Company. Permanent employees may begin to contribute to the savings plan upon completion of the probationary period.

Basic salary is the rate set out opposite the respective classifications and does not include extras, overtime, bonuses, etc.

Article 214 - Long Term Disability Plan

All employees other than Casual, who are employed on the basis of seventeen and a half (17.5) hours per week or more, upon the completion of three (3) months' service, shall be included in a Long Term Disability Plan, providing protection against total loss of earnings due to health reasons, with the cost being paid 100% by the employee. Employees are entitled to fifty percent (50%) of their basic wage after six (6) months of continuous absence.

Article 216 - Sick Leave

216.1 After three (3) completed calendar months' continuous service, an employee shall be granted sick leave with pay on the basis of one and two-thirds (1-2/3) days per month, twenty (20) working days per calendar year to be allocated on the basis of ten (10) working

days on January **1st** and July **1st** respectively, cumulative to a maximum of two hundred **(200)** working days, retroactive to the first complete calendar month of employment.

216.2 In case of **sick leave**, the Board may grant up to five **(5)** days without the employee being required to produce a Medical Certificate provided, however, such employee requesting sick leave has sufficient accredited sick leave. Upon proof of payment, the Board will reimburse the employee for any charges made in acquiring the above certificate.

216.3 In Workers' Compensation cases, the time not paid by the Compensation Board shall be treated as sickness and the loss of salary paid by the School Board from the employee's sick leave, but shall not be a deduction from the gratuity allowance. The amount paid from the employee's sick leave shall be the amount necessary to yield the employee's normal net pay for the basic salary of his/her classification.

Article 218 - Gratuity Plan

A Gratuity Plan shall enable employees upon leaving the service of the Board, with a minimum of five **(5)** years' service, and an attained age of fifty **(50)**, to be paid for **50%** of their unused accumulated sick leave to a maximum of one hundred **(100)** days, based on their basic salary on termination. Payment shall be made on termination or at any time during the subsequent twelve **(12)** months on the written request of the employee, such request to be submitted by his/her termination date.

Employees with a minimum of five **(5)** years' service and an attained age of fifty **(50)** shall also have the option of withdrawing portions of their accumulated sick leave as gratuity pay during their service with the Board, in **cash** at their current rate of pay, or on approval of the Department Head as additional vacation, providing that the balance of their accumulated sick **leave** is never less than seventy-five **(75)** full days, **i. e.** equivalent to thirty-seven and a half **(37-1/2)** days Gratuity Plan credit. Such withdrawals will be adjusted on their sick leave record and deducted from their maximum entitlement in the Gratuity Plan on termination.

Employees who are laid off and receive gratuity pay shall on **re-engagement** have the **choice** of two options:

- either:
1. Refund, within six **(6)** months of **re-engagement**, the amount of gratuity pay previously received, in which **case** their sick leave entitlement and gratuity pay

record **will be** revised **as** if their employment had never terminated.

- or: 2. Be eligible for sick leave entitlement of twenty **(20)** days a year, which shall be cumulative, and such employees shall not be eligible for any further gratuity **pay**.

Employees who resign and receive gratuity pay shall on **re-engagement** be eligible for sick leave entitlement of twenty **(20)** days a year, which shall be cumulative, and such employees shall not be eligible for any further gratuity **pay**.

Article 220 - Compulsory Quarantine

Salary for time lost due to Compulsory Quarantine, when certified by the School Medical Health Officer, shall be **paid to** Permanent employees covered by this Agreement and is not chargeable against sick leave.

Article 222 - Superannuation

222.1 All employees shall be advised three **(3)** months in advance of the date of their superannuation; end on retiring on or between the minimum and maximum retirement ages of sixty **(60)** and sixty-five **(65) respectively**, an employee shall receive one **(1)** month's pay, computed at his or her rate of pay for the calendar month immediately preceding the date of retirement.

222.2 An employee who **will reach** maximum retirement age during a school year **may** elect to retire immediately or may elect to continue to work to the end of the school year. Such employees shall make **application** in writing to the Secretary-Treasurer at least four **(4)** months prior to reaching normal retirement age. The Board may require a medical certificate stating that the employee is **physically** fit to **carry** out normal duties. In such **cases**, all benefits and perquisites shall continue during this period unless prohibited by Statute.

222.3 On retiring on or between the **ages** of sixty **(60)** and sixty-five **(65)**, an employee not eligible for superannuation shall receive two **(2)** days' **pay** for each year of service with the Board.

222.4 All permanent employees employed half-time or greater are **required** to participate **in** the Superannuation Plan.

222.5 All permanent part-time employees working less than half time, casual employees and temporary employees meeting the requirements as stipulated in the Pension **Benefits Standards Act (PBSA)** are eligible to participate in the Superannuation Plan.

Article 224 - Employees - Percentage in lieu of Benefits if less than half-time

Employees who regularly work less than half time shall be entitled to sixteen percent **(16%)** of regular earnings in lieu of all benefits (i.e. as listed for casual employees.)

Article 226 - Casual Employees - Percentage in lieu of Benefits

Casual employees shall be entitled to twelve percent **(12%)** of regular earnings, which premium payment shall be considered to be in lieu of all the following benefits:

- MSP**
- EHB**
- Dental Plan
- Group Insurance
- Savings Plan
- Group Income Continuance
- Sick Leave
- Gratuity
- Paid Leave of Absence
- Paid Vacation Leave
- Paid Statutory Holiday Leave

Casual employees who have worked one thousand five hundred **(1500)** hours within two **(2)** consecutive calendar years shall become entitled to sixteen percent **(16%)** in lieu of twelve **(12%)**.

Article 228 - Pay for Acting In Senior Capacity

When an employee is appointed to temporarily accept the responsibilities and to **carry** out the duties incident to a position which is senior to the position which he/she normally holds, he/she shall be paid for every day the duties of the senior position are carried out at the minimum rate in the **scale** for such senior position which represents an increase over his/her normal rate. (It is not intended that this clause apply when, in a senior person's absence, his/her work is handled by a number of persons.) An employee has the right to refuse a temporary appointment to a senior position.

All temporary appointments of this nature must be **authorized** in writing by the Department Head and approved by the Secretary Treasurer.

Article 230 - Benefit Continuance

Employees waiting for acceptance on the Long Term Disability Plan (Article **214**) shall have all applicable benefits continue in force at no cost until such time as **LTD** benefits **come** into effect, to a maximum of six months.

Article 232 - Mileage Allowance

Those persons designated by the Facilities **supervisor** as required to transport tools and equipment will have a two-tiered rate of sixty-one (**61**) cents per **kilometer** for the first one hundred and fifty (**150**) kilometers per month and thirty and a half (**30-1/2**) cents per **kilometer** per month after that. The School Board hereby agrees to increase the allowance for support staff in the District should a revision in the Board's rates be approved over the life of the Agreement.

Article 234 - E.I. Rebate

The Board shall remit to the **WVMEA** on a semi-annual basis an amount equal to the employees share of the savings resulting from reduced Employment Insurance Premiums. These amounts shall be remitted in July and January for the preceding six months.

SECTION C — EMPLOYMENT RIGHTS

Article 300 - Seniority

300.1 In making promotions, transfers, and demotions, the skill, knowledge and efficiency of the employees concerned shall be the primary consideration and where such qualifications are equal, length of service shall be the determining factor.

300.2 In the event an employee is promoted or transferred to a higher rated position, if such position or classification has a salary range, the employee shall receive the next step in the salary range immediately above the rate he or she received in the former position. If the position or classification has only a wage rate, the promoted or transferred employee shall receive the rate for the position providing there is no reduction in wage rate or salary.

300.3 Until an employee has the status of a permanent employee, he/she shall have no seniority rights. Upon achieving permanent status the provision of **300.4** would apply.

300.4 Effective July 1, 1996 when an employee becomes a permanent employee, the initial date of qualifying employment shall be the effective date of the permanent appointment backdated by the number of weeks worked in temporary appointments in the previous 24 months, if any, for the purposes of calculating perquisites and seniority of position.

300.5 The Board will prepare a Seniority list on an annual basis.

Article 302 - Lay-Off

302.1 Lay-off by Department

Subject to the provisions of this clause, when in the opinion of the Board, conditions warrant the lay-off of any employee, such lay-off shall be done in reverse order of the employee's seniority within the following specified departments:

Facilities
Custodians
Clerical Staff
Laboratory Assistants
Librarian Cataloguer
Teachers' Assistants
Special Education Assistants

302.1.1 In reducing staff, the skill, knowledge and efficiency of the employees concerned shall be the primary consideration and where such qualifications are equal; length of service shall be the determining factor.

302.1.2 The order of lay-off shall be **casual** employees, then temporary employees, and then permanent employees.

302.2 Notification of Reduction in Numbers

Whenever a reduction in the number of positions is being contemplated, the Board shall advise the Association as soon as possible in advance of the employees likely to be affected by receiving a lay-off notice referred to in paragraph **302.3** below. Such notice to the Association will contain specific information relative to the number of employees affected, their names, job classifications, locations, and seniority date, and anticipated date the lay-off will **commence**.

302.3 Timing of Lay-off Notice

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

302.3.1 thirty (**30**) days before the end of a school term, if the termination is to take place at the end of a term, or

302.3.2 sixty (**60**) days before the termination is to take **place**, if the effective termination date is at any other time than at the end of the school term.

302.4 No lay-off of employees shall take **place** until the provisions of Sections **302.2** and **302.3** of this clause have been fulfilled.

302.5.1 Rights to Displace

Employees affected by work **force** adjustments as a result of lay-off shall have the opportunity to displace other employees with lesser seniority in their specified department in the bargaining unit at the same or lesser pay grade. Any affected employee shall have the right to a **familiarization** period to **qualify** for any such position

obtained as a result of this clause provided the employee is able to demonstrate that **he/she** is capable of performing the duties of the position. Whether or not the demonstration is successful shall be at the sole discretion of the Board. Employees must exercise their rights to this clause in a reasonable period **as** determined on each occasion by the parties to this Agreement.

302.5.2 Right to Transfer

Employees who take a position at a lower pay grade because of the lay-off, **recall** and severance provisions set out in this clause shall maintain their present salary rate, i. **e.** their present salary rate shall be red-circled until the salary grid for the lower pay grade catches up.

302.5.3 The Board reserves the right to transfer employees to their original position when a vacancy occurs, subject to the provisions of the Agreement and the seniority and capabilities of the employee.

302.6 For the duration of the **recall** period, laid off employees may elect to continue their Benefits, provided that such coverage is permitted by the insurance carrier and is at no **cost** to the Board.

Article 304 - Recall

304.1 Rehire of Laid-off Employee

The Board will **at** all times rehire laid-off employees according to seniority of such laid-off employees, without loss of seniority, prior to any new employee being hired, to a position which a laid-off employee is capable of **filling**.

304.2 When an offer of employment has been so made, the former employee shall inform the Board of his/her acceptance within forty-eight **(48)** hours and shall report for duty not later than twenty-one **(21)** calendar days from the date such **re-employment** was offered or such longer period as requested by the Board or as agreed between the parties.

304.3 A laid-off employee who declines an offer of employment or who fails to report for duty in accordance with the provisions of Article **304.6** below, shall be considered as no longer subject to recall, provided that the position to which he/she is recalled provides at

least the same level of remuneration, i.e. the equivalent rate of pay and hours, as the position from which he/she was laid off.

304.4 Laid-off employees who **accept severance** as set out in Article **306** below shall be **considered** as no longer subject to recall.

304.5 The Board agrees to supply on request of the Association the names of the laid-off employees contacted in the filling of a particular vacancy and that of the engaged employee.

304.6 Change of Address

A former employee must keep the Board informed of the address at which he/she **can** be reached and any offer of **re-employment** up to one **(1)** year from the **date** of lay-off shall be made in person or by double registered letter addressed to the latest address so furnished by the former employee.

304.7 Normal temporary lay-off of ten **(10)-month** employees when school is not in session for teachers in the summer shall not be affected by this provision.

304.8 Employees who have been served layoff notice pursuant to Article **302** shall be advised of the **recall** (Article **304**) and **severance** pay (Article **306**) procedures.

Article 306 - Severance Pay

An employee who is on a permanent full-time appointment with the Board whose position is **terminated** and the employee has not been reassigned to another position may elect to receive **severance** pay at any time up to the end of the **recall** period which is defined as one **(1)** year. Service of permanent part-time employees shall be prorated to full terms, or full time if twelve **(12)** month.

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 ten **(10)** month 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 basic salary at the time the employee received notice that the position occupied by the employee was to be terminated or made redundant.

An employee who receives **severance** pay pursuant to this clause and who may be subsequently rehired by the Board shall retain any **severance** payment.

The calculation of years of service on rehire for such employee shall **commence** from the date of the rehire.

Article 308 - Job Sharing

The purpose of job sharing is to allow permanent full-time employees with special needs to share their permanent full-time position with another employee without reducing the efficiency of the position and without reducing the established hours of work for the position. For full details see the Job Sharing Agreement reached between the **W.V.M.E.A.** and the Board of School Trustees (District **#45**).

Article 310 - Teacher/Teacher Assistant Conflict Resolution Process

310.1 The parties agree to uphold the tenets contained within the "Teacher/Teacher Assistant Relationships" document.

310.2 The Board agrees that any revision of this document shall be undertaken in **collaboration** with the Association, and that the document shall be altered only with the mutual agreement of the parties.

Article 312 - Indemnification of Employees

The employer shall indemnify an employee against claims for damages against the employee arising out of the performance by the employee of his or her duties, and shall **pay** reasonable legal fees and disbursements incurred by the employee, including, but not limited to, claims arising from **authorized** administration of medication to a student, supervision of self-administration of medication by a student, and performance of physical procedures relating to the medical needs of a student. This provision is subject to any applicable bylaws of the employer and to applicable provisions of the *School Act*.

SECTION D — PERSONNEL PRACTICES

Article 400 - Filling Vacancies

The Board agrees that before filling any new permanent or temporary position which has been created; any permanent or temporary position which becomes vacant through the superannuation, promotion, resignation, transfer, **dismissal** or death of an employee covered by this Agreement; and any casual position which becomes permanent, notice of such vacancy shall be posted within five **(5)** days from knowledge and/or **notification** of the vacancy. Said vacancies must be posted in a conspicuous place in the Board Office and in a conspicuous place in all schools for five **(5)** days before such vacancy is filled. When positions become vacant during the months of July and August, a copy of the notice of the vacancy shall also be forwarded to the home address of all employees in the classification of the vacancy that is being advertised. It is further agreed that the Board **will forward a** copy of all postings relative to this section to the Association office. The Board has the discretion over whether to fill any vacant position.

All vacancies must be filled within **a** reasonable period of time.

400.1 All successful applicants shall receive **a** letter of appointment for new appointments and written notification of changes in assignment, which will include the location of assignment, terms of appointment, job title, pay **grade** and step, commencement date and if applicable, termination date.

Article 401 - Hiring Practices - Internal Applicants

If an internal applicant possesses the required qualifications, experience, skill and ability, including evidence of appropriate upgrading, as determined by the Secretary-Treasurer or designate, the employer is required to award the position to the internal applicant.

Article 402 - Personnel Files

402.1 The Board agrees that only material which is factual and/or material relevant to the employment of the employee shall be maintained in personnel files. An employee or his/her designate shall **have** access to all material in his/her personnel file at a time which is mutually convenient to the employer and only in the presence of someone **authorized** by the employer. In the event that an employee believes that any material in the file is not

appropriate, the employee has the right to request its removal to the appropriate Board official.

402.2 Material of a negative or **adverse** nature must be shown to the employee prior to entering such material into the personnel file. Moreover, such employees should be given an opportunity of signifying by signature that **he/she** has seen and understood the entry. Where material critical of the employee, or in the nature of a reprimand, is placed in the file, the employee may elect to attach an addendum to the material.

402.3 Written reprimands or other disciplinary action shall be removed from the employee's file forty-eight (**48**) months after the incident, provided there has been no further reprimand or other discipline, and provided the employee's actions do not involve the health and safety of children.

Article 404 - Copies of Agreement

A copy of this Agreement shall be sent to all members of the Association, including casual and temporary employees, in each contract year.

Article 406 - Classification

406.1 it is agreed that no innovations, alterations, or changes in work descriptions or the creation of new categories shall be made without consultation between the parties hereto.

406.2 When employee responsibilities have increased to duties of a higher classification and the situation has not been **recognized** by the Board, the employee may apply for reclassification.

406.3 When submissions for salary adjustments and promotions are made by the employee in the regular manner and not granted, a written reply is to be sent to the employee.

Article 408 - Workshops and Training

408.1 The Board will sponsor one (**1**) workshop for teacher assistants per year - normally concurrent with a non-instructional day. In consultation with the Secretary-Treasurer or designate, a committee of teachers' assistants will determine **course** content

and **organize** it. Workshops will not normally be held on days when school is in session.

408.2 Training and professional development for support staff who are not directly involved with students in class will continue to receive periodic seminars and workshops (e.g. custodians, grounds, facilities, technical, secretarial.)

408.3 Employees directed to undertake additional training shall have the **cost** of such additional training paid for by the Board.

SECTION E — WORKING CONDITIONS

Article 500 - Working Conditions

500.1 Hours of Work

500.1.1 Facilities Shop Employees

The regular hours of work for Facilities employees shall not exceed thirty-seven and a half **(37-1/2)** hours per week. The working week will commence at **8:00** a.m. Monday.

500.1.2 Custodians

The regular hours of work for all Custodians shall be prescribed by the Board, but shall not exceed seven and a half **(7-1/2)** hours per day nor thirty-seven and a half **(37-1/2)** hours per week. The seven and a half **(7-1/2)** hours of work shall be completed in eight **(8)** consecutive hours or shall be completed within a twelve **(12)** hour period in the case of a split shift. New inexperienced Custodians shall be given two **(2)** days on-the-job training by the Facilities Supervisor (Custodial) or his representative.

500.1.3 Clerical Staff

The regular hours of work for clerical employees shall not exceed seven **(7)** hours per day, nor **thirty-five (35)** hours per week, Monday to Friday, exclusive of lunch hour.

500.1.4 Ten Month Employees

Ten **(10)** month employees and other employees in schools are required to work on all prescribed school days, regardless of whether classes are in session or not.

Article 502 - Rest Periods

Employees working five **(5)** hours or more per day shall normally 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

rest period shall be included as part of the hours worked. The times when the rest periods are to be taken shall be approved by the Department Head.

Article 503 - Travel Time

Employees who are assigned to two **(2)** or more schools on the same day shall include their travel time between schools as part of their working hours. It is the responsibility of the employee to provide the correct insurance coverage on his/her vehicle.

Article 504 - Overtime

504.1 Hours of work in excess of the normal work day by Probationary or Permanent employees shall be compensated for by the paying of time and one-half for the first two **(2)** consecutive hours and double time after two **(2)** consecutive hours in any one day or shift from Monday to Friday. Double time shall be paid to those employees who are required to work during the hours between **12:00** midnight Friday and **8:00** a.m. Monday and on statutory holidays.

504.2 Subject to the approval of his/her Department Head, an employee may receive compensating time off in lieu of overtime pay. 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 for which the employee would have been paid for the overtime so worked. (Such overtime shall be calculated in the manner set forth in Article **504.1** above.) However, if an employee does not receive all his/her compensating time off by **June 30th** of the year following the year in which the overtime was worked, or prior to leaving the service of the Board (whichever occurs first), the employee shall be paid in cash for the overtime for which he/she received no compensation.

504.3 The minimum overtime pay for any trouble call shall be two **(2)** hours at the appropriate overtime rate, provided that if a second trouble call should occur within the two **(2)** hours, the **second** trouble call shall not be treated **as a** separate call.

504.4 Overtime pay shall be paid in the pay period immediately following the time worked in the event the employee chooses pay over time in lieu.

Article 505 — Meal Breaks During Overtime and Call-out

Permanent and temporary employees who are required to work additional hours beyond their normal **shift** of **7, 7.5** or 8 hours per day, are entitled to a meal break and a meal allowance as follows:

- a. An employee who works more than five (**5**) consecutive hours without a meal break is entitled to a meal break, **recognizing** the regular meal break interval will prevail. ("Interval" being the usual length of time that an individual has in their normal shift between the start of their shift and their meal break.)
- b. Each meal break shall last $\frac{1}{2}$ hour.
- c. An employee who is required to be available for work during a meal break shall have the meal break counted as time worked by the employee.
- d. Where, because of an emergency, it is not feasible to provide a meal break at the otherwise designated time, it shall be taken as soon as practicable.
- e. Employees will be entitled to a **\$15** meal allowance **as** reimbursement for out-of-pocket expenses relating to meal breaks.

Article 506 - Hand Tools - Facilities Employees

In accordance with present practice, when Tradesmen are required by the Board to provide their own hand tools, and where such hand tools are broken or, in the opinion of the Facilities Supervisor, worn out, **as** a result of such employees carrying out their required duties and responsibilities in a proper manner, then the Board shall pay the **cost** of replacing such broken or worn out hand tools, unless the employee is able to effect replacement without cost to himself/herself under the terms of a guarantee or warranty. The breakage or worn out tool shall be reported to the Facilities Supervisor, who will arrange for a suitable replacement.

Also, if a hand tool is lost, which in the opinion of the Facilities Supervisor, was not the result of undue carelessness by the Tradesman concerned, the Facilities Supervisor will arrange for a suitable replacement.

Article 507 - Boot Allowance

Any employee covered by this Agreement who require **CSA-approved** boots to meet Workers' Compensation Board regulations in the performance of their duties shall be reimbursed **\$25** once every twenty-four month period. Employees will be required to submit a receipt prior to reimbursement.

Article 508 - First Aid

All employees who are assigned first aid duties in a school shall be compensated by the Board for obtaining and renewing their First Aid (SOFA with **CPR**) Certificate.

508.1 Elementary Schools

Elementary School secretaries (Secretary I) are required to obtain a valid First Aid Certificate (except those excluded prior to July, **1975**.) Where the Secretary I has not obtained a certificate, a Teachers' Assistant may be asked to obtain it.

Every Secretary I or Teachers' Assistant who has obtained a First Aid Certificate and has been assigned first aid duties in an elementary school by the Principal, shall be paid a first-aid allowance as per Schedule A.

508.2 Secondary Schools

In a secondary school, a maximum of two **(2)** support staff who have obtained a First Aid Certificate and who have been assigned first aid duties in a secondary school by the Principal, shall be paid a first-aid allowance as per Schedule A.

The Board will provide protective clothing such as gloves, masks and eye protection to schools for use by persons- **holding** current first aid certificates.

Article 510 - Changes In Working Conditions

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

Article 512 - Technological Change

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

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

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

512.2 alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Article **112** of this Collective Agreement, bypassing all other steps in the grievance procedure.

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

512.3 shall inform the Minister of Labour of its finding; and

512.4 may then or later make any one or more of the following orders:

512.4.1 that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the collective agreement was negotiated;

512.4.2 that the employer will not proceed with the technological change for such period, not exceeding ninety (**90**) days, as the arbitration board considers appropriate;

512.4.3 that the employer reinstate any employee displaced by reason of the technological change;

512.4.4 that the employer pay to that employee such compensation in respect of his/her displacement as the arbitration board considers reasonable;

512.4.5 that the matter be referred to the Labour Relations Board.

512.5 The employer will give to the Association in writing at least ninety (**90**) days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement applies.

Article 514 - Teachers' Assistants - Supervision and Duties

Persons employed as teachers' assistants shall work under the general supervision of an administrative officer. The responsibility for coordination of duties and the assignment of day-to-day work will rest with the teacher where applicable.

SECTION F — LEAVES, VACATIONS AND PUBLIC HOLIDAYS

Article 602 - Leave for Association Business

Upon application to and upon receiving permission of the Board in each specific case, time off shall be granted to official representatives of the Association when it becomes necessary to transact business in connection with matters affecting the members of the Association.

Article 604 - Compassionate Leave

604.1 Any permanent employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed four (4) working days in the following events:

- (a) in the case of the death of the employee's wife, husband, child, ward, brother, sister, parent, guardian or **common-law** spouse;
- (b) in the case of the death of any other relative if living in the employee's household; or
- (c) in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the employee.

604.2 An employee who qualifies for compassionate leave without loss of pay under Section **604.1** herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia may be granted additional leave without loss of pay for a further period of two (2) working days.

604.3 Requests for leave under Sections **604.1** and **604.2** herein shall be submitted to the employee's department head, who will determine and approve the number of days required in each case.

604.4 An employee who qualifies for compassionate leave without loss of pay under Section **604.1** herein may be granted such leave when on annual vacation if approved by his/her department head. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.

604.5 Upon application to, and upon receiving the permission of the department head, an **employee** may be granted leave of up to one-half (**1/2**) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Section **604.1**.

Article **606 - Adoption**

606.1 Adoption leave without pay may upon application be granted to employees under the following conditions:

- (a) Adoption of a child from birth to age five (**5**), inclusive.
- (b) Adoption of a child older than age five (**5**) but no older than an age when **eligible for** school attendance.

606.2 In addition, arrangements for leave without pay may be extended to **cover** off-school hours for employees who adopt a child who is of school-attending age.

606.3 In no case will a leave of absence for the purpose of adoption be extended beyond a six (**6**) continuous calendar month period.

Article **608 - Educational Leave**

608.1 Short Term - Leave of absence with pay shall be granted for up to one (**1**) day at a time on approval of the Department Head to allow employees to **write** examinations at an accredited educational institution.

608.2 Long Term - Educational leave of absence without pay shall be granted for up to one (**1**) year to employees having three (**3**) years' service or more, on obtaining approval of the **Secretary-Treasurer**. The year would normally be a full year commencing in September and ending in August. Applications would be required in March/April for Educational Leave to begin the following school year in September. The 'employee shall not suffer any loss of seniority upon return to the same position following the year of absence.

When the Board requests an employee to participate in a **course** of study which is directly related to the employee's duties, the Board will provide **100%** payment for the course.

Article 610 - Leave for Illness In the Family

Employees may have up to a maximum of three (3) days per year to care for a member of the immediate family who is ill and when no other suitable arrangements are possible. In this case, the absence shall be treated as personal illness. In this respect, "immediate member" means husband or wife, son or daughter, father or mother.

At no time shall the sick leave credits used for other than personal illness deplete an employee's accumulated credits to less than forty (40) days.

Article 612 - Personal Leave

612.1 Short Term - Absence for reasons other than those cited above shall be considered personal, and such absence shall be without pay unless otherwise **authorized**. Application for leave of absence shall be made in writing and be subject to the approval of the Department Head.

612.2 Long Term - Personal leave of absence shall be granted at no **cost** to the Board for up to one (1) year to employees having five (5) years' service or more, on obtaining approval of the **Secretary-Treasurer**. The year would normally be a full year commencing in September and ending in August. Applications would be required in March/April to begin the following school year in September. The employee shall not suffer any loss of seniority upon return to the same or comparable position following the year of absence. Extensions of long-term personal leaves will not normally be granted.

612.3 Deferred Salary Provision

Permanent employees, with a minimum of five years seniority, shall be entitled to have **20%** of their salary held back each year for four years for the purpose of a one-year leave in the **fifth** year.

Article 613 - Citizenship Leave

Leave of absence with pay shall be granted for up to one (1) day to attend citizenship induction.

Article 614 - Leave for Jury Duty

In the event an employee is required to serve on a jury, or is called for jury duty, or to act as a witness, such employee shall continue to receive his or her regular pay, provided, however, such employee shall turn over or **cause** to be turned over an allowance received for serving on such **jury** or acting as witness.

Article 615 - parental Leave

A parental leave (inclusive of adoption days) shall be granted upon request as provided for in **Part 7** of the **Employment Standards Act**.

Article 616 - Maternity Leave

616.1 An employee, on her written request for maternity leave, is entitled to a leave of absence from work, without pay, for a period of eighteen **(18)** consecutive weeks or a shorter period the employee requests, commencing eleven **(11)** weeks immediately before the estimated **date** of birth or a later time the employee requests.

Further, **the balance** of the provisions regarding maternity leave, **as** found in the **Employment Standards Act** (consolidated **November 1991**), are to apply.

616.2 **Where** a Separation Certificate has **been** issued for reason of Maternity, the Board shall offer employment without loss of seniority, to **the** said Permanent employee, provided that:

616.2.1 The employee gives at least one **(1)** month's prior notice, in writing, of her intention to return to work.

616.2.2 The total **period** of separation does not **exceed six (6)** months.

616.3 It is **agreed** and understood that failure by the employee to inform the Board, within a period of six **(6)** months from the date of separation, of the **employee's** intention to return to employment will mean that **the** separation is deemed to **be** permanent with the concomitant loss of all seniority and privileges.

616.4 During any period of separation by reason of maternity, **medical** and Long Term Disability **coverages** shall **be** maintained by the employee paying, in advance, the employee's portion **of** the

premium applicable from the **1st** day of the month following the date of separation. During any period of maternity leave, the employee's vacation and sick leave entitlements shall continue to accrue.

Article 617 - Paternity Leave

Leave of **absence** with pay shall be granted for up to two **(2)** days.

Article 618 - Vacations and Public Holidays

618.1 Annual Vacation

The annual vacation is granted for service during the calendar year from the **1st** of January to **31st** of December. It is to be taken **within the calendar** year in which it is earned. Vacations will be taken at a time most convenient to **the** operations of the School District which may require the employees to take their vacation during periods in which schools are closed. Vacation requests shall be submitted to the department head. All employees shall have **the** right to **carry** over two **(2)** weeks of vacation to the following year, subject to department head approval and providing the request is submitted in writing prior to September **30th**. The **entitlement** Of an **employee is** as follows:

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

618.1.2 If one **(1)** year's service **can** be completed by the **31st** of December, **he/she** shall receive the greater of:

- vacations in accordance with the *Employment Standards Act* and Amendments, or
- fifteen **(15)** working days at his/her regular rate of pay (and pro rata if his/her service during the year is not full time.)

618.1.3 If eight **(8)** years' service **can** be completed by the **31st** of December, **he/she** shall receive twenty **(20)** working days at his/her regular rate of pay (and pro

rata if his/her service during the year is not full time.)

618.1.4 During the eleventh year of service and in each year of service thereafter, up to and including the fourteenth year, one **(1)** additional day's vacation, as follows:

If **11** years' service can be completed by **Dec 31 – 21** working days;

If **12** years' service can be completed by **Dec 31 – 22** working days;

If **13** years' service can be completed by **Dec 31 – 23** working days;

If **14** years' service can be completed by **Dec 31 – 24** working days.

618.1.5 If fifteen **(15)** years' service can be completed by the **31st** of December, he/she shall receive twenty-five **(25)** working days at his/her regular rate of pay (and pro rata if his/her service during the year is not full time).

If twenty-five **(25)** years' service can be completed by the **31st** of December, he/she shall receive thirty **(30)** working days at his/her regular rate of pay (and pro rata if his/her service during the year is not full time.)

For the purposes of this clause respecting vacations, service during the calendar year shall include each day for which the employee receives full pay from the Board or is in receipt of Workers' Compensation for a period not exceeding twelve **(12)** months.

618.2.1 An employee entitled to twenty-five **(25)** or more days of annual vacation shall be entitled to defer up to five **(5)** days per year of his/her vacation into a Retirement Bank. An employee entitled to thirty **(30)** or more days of annual vacation shall be entitled to defer up to ~~ten~~ **(10)** days per year of his/her vacation into a Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Board may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

- 618.2.2** During the year of retirement from the service of the Board on pension, either Municipal superannuation or disability provided by Workers' Compensation, an employee shall be entitled to the full vacation provision to which the employee would earn for the year in which such retirement takes place.
- 618.2.3** All other employees upon terminating their employment shall in their year of termination continue to receive entitlement prorated in accordance with the number of months worked in that year.
- 618.3** Ten-month employees shall have their vacation paid out at the end of December in the year of entitlement.

Article 620 - Statutory Holidays, etc.

All employees who have completed thirty (30) days' continuous service in the employ of the Board shall be entitled to the following Statutory Holidays with pay, and any other day proclaimed a Public Holiday by the Federal or Provincial Governments, the Municipality, or School Board.

- | | |
|------------------------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Queen's Birthday (or Victoria Day) | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | |

When a public holiday, as above, is observed on a Saturday or Sunday, a holiday with pay will be granted at a time to be approved by the appropriate Department Head, unless the Board declares another day as a holiday for all employees.

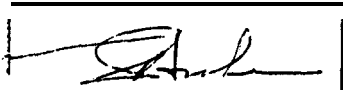
Employees shall be paid for Statutory Holidays provided such employees shall have worked on the work day immediately preceding such holiday and shall have worked on the work day immediately following such holiday, provided that employees on annual vacation, or absent with leave shall be deemed to have worked the day immediately preceding and following such holiday.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date and year first above written.

SEALED WITH the Seal of the Board of School Trustees of School District #45 (West Vancouver) and signed by:

David Stevenson

BOARD CHAIRMAN


ANCHER, SECRETARY TREASURER

BOARD SECRETARY-TREASURER

SEALED WITH the Seal of the West Vancouver Municipal Employees' Association and signed by:

B. Schuman

PRESIDENT Bus AGENT

[Signature]

1 ST VICE-PRESIDENT

Letter of Understanding

Between
THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT #45 (WEST VANCOUVER)
and
THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

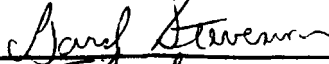
Regarding
The Standing Joint Job Evaluation Committee (SJJEC)

Regarding the matter of the establishment of a Standing Joint Job Evaluation Committee (SJJEC), the parties understand and agree that the following sets out the mutually-agreeable parameters for what is to become an ongoing committee.

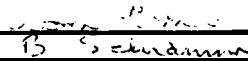
PURPOSE	The purpose of the SJJEC is to carry out the ongoing maintenance of the job evaluation program as negotiated and implemented between the parties during the 1996-98 negotiations.
TERMS OF REFERENCE	To be determined by the SJJEC as their first order of business.
COMPOSITION	3 Board members 3 Association members
GOVERNANCE	Co-chair (Association/Board)
SUPPORT STAFF TO COMMITTEE	Association to provide support staff on the basis of 50:50 cost sharing of staff and materials.
COMMITTEE MEMBERS	Situations requiring replacement and/or overtime — 50:50 cost sharing.
COMMUNICATIONS	Communications to members/employees will be the responsibility of the SJJEC . Any such communications shall be circulated in writing to all members and shall bear the joint signatures of the Co-chairs of the SJJEC . Specific recommendations will not be communicated until agreed to by the Board and the Association and confirmed by a Letter of Understanding between the parties.

Dated 1999 November 23 in West Vancouver in the Province of British Columbia.

FOR THE SCHOOL BOARD



FOR THE ASSOCIATION



Letter of Understanding

Between
THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT #45 (WEST VANCOUVER)
And
THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

Regarding

THE STANDING JOINT JOB EVALUATION COMMITTEE (SJJEC)

The parties understand and agree that the following sets out the parameters for the maintenance work of the **SJJEC**:

1. Complete job descriptions for positions that have none.
2. Establish point ratings for new job descriptions.
3. Review job descriptions and point assignments for classifications submitted because of a perceived change in duties or requirements by the incumbents.
4. Provide an "Appeal Process" for applicants relative to the interim decisions related to points one through three above.
5. Provide a summary to the applicants, the Association and the School Board of any revisions to their job descriptions and **any** adjustment to their ratings (points) once **finalized**.
6. Recalculate the Predicted Target Rate on a periodic basis (see Appendix 1.) Recalculations may occur as a result of adjustments to an individual's wages and/or general increases that may be negotiated.

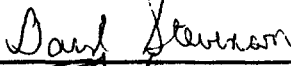
The Committee **may** also **utilize** the services of a Consultant to assist in completing the above.

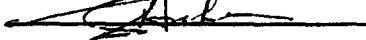
It is understood and agreed that in the exercising of their duties, the **SJJEC** will follow the **parameters with regards to governance**, composition, communications, cost sharing, etc. as outlined in the Letter of Understanding signed October 21, 1997.

The final determination and acceptance of job descriptions and wage rates is subject to the approval of the **WVMEA** and the School Board.


Dated **1999 23** November in West Vancouver in the Province of British Columbia.


FOR THE SCHOOL BOARD





FOR THE ASSOCIATION





SALARY SCHEDULE "A" JANUARY 1 - DECEMBER 31, 1999
 *see notes, Schedule D

GRADE	DESCRIPTION	STEP	MONTHLY	ANNUAL	HOURLY	CASUAL
7	CLERK TYPIST I OFFICE ASST (6 MNTH INC)	1	2,076	24,907	13,685	15,327
		2	2,123	25,471	13,995	
		3	2,164	25,962	14,265	
		4	2,212	26,545	14,585	
		5	2,247	26,963	14,815	
8	CLERK STENO I	1	2,123	25,471	13,995	15,674
		2	2,164	25,962	14,265	
		3	2,212	26,545	14,585	
		4	2,247	26,963	14,815	
		5	2,306	27,673	15,205	
9	CLERK TYPIST II PRINT SHOP CLK TA I	1	2,164	25,962	14,265	15,977
		2	2,212	26,545	14,585	
		3	2,247	26,963	14,815	
		4	2,306	27,673	15,205	
		5	2,368	28,419	15,615	
9a	CLERK TYPIST II COMPUTER ALLOW - \$50	1	2,214	26,562	14,595	16,346
		2	2,262	27,145	14,915	
		3	2,297	27,563	15,145	
		4	2,356	28,273	15,535	
		5	2,418	29,019	15,945	
9b	CLERK TYPIST II FIRST AID ALLOW - \$115	1	2,279	27,342	15,025	16,828
		2	2,327	27,925	15,345	
		3	2,362	28,343	15,575	
		4	2,421	29,053	15,965	
		5	2,483	29,799	16,375	
9c	CLERK TYPIST II COMPUTER ALLOW - \$50 FIRST AID ALLOW - \$115	1	2,329	27,942	15,355	17,198
		2	2,377	28,525	15,675	
		3	2,412	28,943	15,905	
		4	2,471	29,653	16,295	
		5	2,533	30,399	16,705	
9d	CLERK TYPIST II SUB SERVICE ALLOW - \$100	1	2,264	27,162	14,925	16,716
		2	2,312	27,745	15,245	
		3	2,347	28,163	15,475	
		4	2,406	28,873	15,865	
		5	2,468	29,619	16,275	
10	CLERK/STENO II	1	2,212	26,545	14,585	16,335
		2	2,247	26,963	14,815	
		3	2,306	27,673	15,205	
		4	2,368	28,419	15,615	
		5	2,433	29,202	16,045	
11	ACCOUNTING CLERK I TA II	1	2,247	26,963	14,815	16,593
		2	2,306	27,673	15,205	
		3	2,368	28,419	15,615	
		4	2,433	29,202	16,045	
		5	2,471	29,657	16,295	
12	PURCHASING CLERK	1	2,306	27,673	15,205	17,030
		2	2,368	28,419	15,615	
		3	2,433	29,202	16,045	
		4	2,471	29,657	16,295	
		5	2,534	30,403	16,705	
13	CLERK STENO III STAFF ASSISTANT SECRETARY I COMPUTER OPERATOR TA IV	1	2,368	28,419	15,615	17,489
		2	2,433	29,202	16,045	
		3	2,471	29,657	16,295	
		4	2,534	30,403	16,705	
		5	2,568	30,822	16,935	

SALARY SCHEDULE "A" JANUARY 1 - DECEMBER 31, 1999

GRADE	DESCRIPTION	STEP	*see notes, Schedule D			
			MONTHLY	ANNUAL	HOURLY	CASUAL
13a	SECRETARY I FIRST AID ALLOW - \$115	1	2,483	29,799	16.375	18.340
		2	2,548	30,582	16.805	
		3	2,586	31,037	17.055	
		4	2,649	31,783	17.465	
		5	2,683	32,202	17.695	
14	PRINT SHOP CLERK - SBO TA V	1	2,433	29,202	16.045	17.970
		2	2,471	29,657	16.295	
		3	2,534	30,403	16.705	
		4	2,568	30,822	16.935	
		5	2,629	31,550	17.335	
14	PRINT SHOP CLERK - SBO TA V FIRST AID ALLOW - \$115	1	2,548	30,582	16.805	18.822
		2	2,586	31,037	17.055	
		3	2,649	31,783	17.465	
		4	2,683	32,202	17.695	
		5	2,744	32,930	18.095	
15	SECRETARY II	1	2,471	29,657	16.295	18.250
		2	2,534	30,403	16.705	
		3	2,568	30,822	16.935	
		4	2,629	31,550	17.335	
		5	2,664	31,968	17.565	
15a	SECRETARY II FIRST AID ALLOW - \$115	1	2,586	31,037	17.055	19.102
		2	2,649	31,783	17.465	
		3	2,683	32,202	17.695	
		4	2,744	32,930	18.095	
		5	2,779	33,348	18.325	
16	TA III (LABORATORY) TA VI	1	2,534	30,403	16.705	18.710
		2	2,568	30,822	16.935	
		3	2,629	31,550	17.335	
		4	2,664	31,968	17.565	
		5	2,769	33,224	18.255	
16a	TA III (LABORATORY) TA VI FIRST AID ALLOW - \$115	1	2,649	31,783	17.465	19.561
		2	2,683	32,202	17.695	
		3	2,744	32,930	18.095	
		4	2,779	33,348	18.325	
		5	2,884	34,604	19.015	
17	ACCOUNTING CLERK II	1	2,568	30,822	16.935	18.967
		2	2,629	31,550	17.335	
		3	2,664	31,968	17.565	
		4	2,769	33,224	18.255	
		5	2,882	34,589	19.005	
21	CATALOGUER	1	2,805	33,661	18.495	20.714
		2	2,913	34,953	19.205	
		3	3,031	36,373	19.985	
		4	3,171	38,047	20.905	
		5	3,300	39,594	21.755	
	STUDENT WORKERS			7.745	8.674	

SALARY SCHEDULE "A" JANUARY 1 - DECEMBER 31, 1999

GRADE	DESCRIPTION	STEP	*see notes, Schedule D		HOURLY	CASUAL
			MONTHLY	ANNUAL		
CUSTODIAN A		1	2,611	31,327	16.065	17.993
		2	2,692	32,302	16.565	
		3	2,812	33,745	17.305	
CUSTODIAN A AFTERNOON SHIFT = \$100.75		1	2,711.31	32,535.75	16.685	18.687
		2	2,792.56	33,510.75	17.185	
		3	2,912.81	34,953.75	17.925	
CUSTODIAN I		1	2,663	31,951	16.385	18.351
		2	2,750	33,004	16.925	
		3	2,856	34,271	17.575	
CUSTODIAN I AFTERNOON SHIFT = \$100.75		1	2,763.31	33,159.75	17.005	19.046
		2	2,851.06	34,212.75	17.545	
		3	2,956.69	35,480.25	18.195	
CUSTODIAN II		1	2,750	33,004	16.925	18.956
		2	2,856	34,271	17.575	
		3	3,033	36,397	18.665	
CUSTODIAN / / AFTERNOON SHIFT = \$100.75		1	2,851.06	34,212.75	17.545	19.650
		2	2,956.69	35,480.25	18.195	
		3	3,133.81	37,605.75	19.285	
CUSTODIAN III		1	2,856	34,271	17.575	19.684
		2	3,033	36,397	18.665	
		3	3,122	37,469	19.215	
CUSTODIAN IV		1	3,113	37,352	19.155	21.454
		2	3,233	38,795	19.895	
		3	3,355	40,258	20.645	
LABOURER (FACILITIES)		1	NOTE 1 2,733.16	32,797.91	16.755	18.766
UTILITY (FACILITIES)		1	3,020.26	36,243.11	18.515	20.737
		2	3,186.65	38,239.76	19.535	
SEMI-SKILLED (FACILITIES)		1	3,286.15	39,433.84	20.145	22.562
		2	3,452.54	41,430.49	21.165	
SKILLED (FACILITIES)		1	3,534.10	42,409.24	21.665	24.265
		2	3,702.12	44,425.46	22.695	
SKILLED (FACILITIES) CHARGEHAND = .95/HR		2	3,857.09	46,285.09	23.645	
ASST. SUP (BUILD/GRNDS)		1	3,770.63	45,247.61	23.115	
		2	3,938.65	47,263.84	24.145	
ASST. SUP (OP/SERVICES)		1	3,770.63	45,247.61	23.115	
		2	3,938.65	47,263.84	24.145	

effective January 1, 2000 to December 31, 2000
 • • enotes, Schedule D

Job No.	JJEC Description	Previous Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
63	Data Entry Clerk-SDO	Accounting Clerk I	14 815	2,247	16 295	2,472
4	Payroll Clerk	Accounting Clerk II	16 935	2,569	19 005	2,883
62	Accounting Clerk- SDO	Accounting Clerk II	16 935	2,569	19 005	2,883
65	Accounting Clerk-Secondary	Accounting Clerk II	16 935	2,569	19 005	2,883
5	Accounts Payable Clerk	Accounting Clerk II	16 935	2,569	19 005	2,883
7	Purchasing Clerk	Accounting Clerk II	16 935	2,569	19 005	2,883
50	Assistant Supervisor	Asst. Supervisor	23 115	3,757	24 145	3,924
52	Library Cataloguer	Cataloguer	18 495	2,806	21 755	3,300
51	Secretary-ISP	Clerk Steno III	16 295	2,472	17 565	2,665
55	Circulation Clerk	Clerk Typist II	14 595	2,214	15 945	2,419
37	Receptionist-Secondary	Clerk Typist II	14 595	2,214	15 945	2,419
12	Office Support Clerk	Clerk Typist II	14 595	2,214	15 945	2,419
64	Office Asst - Special Ed	Clerk Typist II	14 595	2,214	15 945	2,419
1	Teacher on Call Dispatch Clerk	Clerk Typist II	16 295	2,472	17 565	2,665
32	SIS Database Clerk	Clerk Typist II	16 295	2,472	17 565	2,665
8	Receptionist-Board Office	Clerk Typist II	14 595	2,214	15 945	2,419
23	Custodian-Secondary School	Custodian A	16 065	2,611	17 305	2,813
26	Custodian-Elementary School	Custodian I	16 385	2,663	17 575	2,856
28	Custodian-Primary	Custodian II	16 925	2,751	18 665	3,034
24	Custodian-Shift Sup.Sec.School	Custodian II	16 925	2,751	18 665	3,034
27	Custodian-Snr.Site Ele.School	Custodian III	17 575	2,896	19 215	3,123
25	Custodian-Senior Site Sec.	Custodian IV	19 155	3,113	20 645	3,355
60	Information Management Clerk	Information Management Clerk	15 615	2,369	16 935	2,569
66	Labourer	Labourer	16 755		16 755	
9	Print Shop Clerk	Print Shop Clerk - SDO	16 045	2,434	17 335	2,630
10	Secretary-Elementary School	Secretary I	16 375	2,484	17 695	2,684
56	Secretary-SSS	Secretary I	16 275	2,469	17 595	2,669
48	Secretary-Facilities	Secretary I	16 295	2,472	17 565	2,665
11	Secretary-Secondary School	Secretary II	16 295	2,472	17 565	2,665
40	Groundsperson-Senior	Semi-skilled + Chargehand	21 095	3,428	22 115	3,594
44	Trades Assistant	Semi-skilled	20 145	3,274	21 165	3,440
43	Delivery Person	Semi-skilled	20 145	3,274	21 165	3,440
36	Electrician	Skilled	21 665	3,521	22 695	3,688
38	Plumber	Skilled	21 665	3,521	22 695	3,688
39	Sheet Metal Worker/Roofer	Skilled	21 665	3,521	22 695	3,688
49	Carpenter	Skilled	21 665	3,521	22 695	3,688
35	Electronics Technician	Skilled	21 665	3,521	22 695	3,688
37	HVAC/Welder/Fabricator	Skilled	21 665	3,521	22 695	3,688
67	Software & Network Support-District	Skilled	21 665	3,521	22 695	3,688
47	Painter	Skilled	21 665	3,521	22 695	3,688
42	Gardener	Skilled	21 665	3,521	22 695	3,688
45	Carpenter/Locksmith	Skilled + Dual Certificate	22 615	3,675	23 645	3,843
46	Painter-Senior	Skilled + Chargehand	22 615	3,675	23 645	3,843
34	Computer Service-Network Tech.	Skilled + Chargehand	22 615	3,675	23 645	3,843
57	Staffing Asst.-Support/Teaching	Staff Assistant	15 615	2,369	16 935	2,569
18	TA-Marker Aide	TA I	16 295		17 565	
19	TA-Library	TA I	15 205		16 705	
17	TA-General/Languages (TA I)	TA I	14 265		15 615	
54	IMC-Purchasing Clerk	TA I & Computer Allow	14 595		15 945	
17	TA-General/Languages (TA II)	TA II	14 815		16 295	
13	TA-Laboratory	TA III - Laboratory	16 705	2,534	18 255	2,769
16	TA-SSS-ESL	TA IV	16 295		17 565	
22	TA-Careers(Internal)	TA IV	15 615		16 935	
20	TA-Career Resources	TA IV	15 615		16 935	
14	TA-SSS-Individual(s)	TA IV	16 705		18 255	
15	TA-SSS-Group	TA IV	16 705		18 255	
61	Youth Worker	TA IV	16 705		18 255	
21	TA-Careers(External)	TA IV	16 705		18 255	
33	Software & Network Support-Schools	TA VI	16 935	2,569	19 005	2,883
41	Groundsperson	Utility	18 515	3,009	19 535	3,175

NOTE: This transitional 2 step grid was established to facilitate the movement toward the implementation of the Pay Equity Plan (Appendix I). Jobs are listed alphabetically and new job description titles are listed beside the old titles. The new job titles appear in Schedule C.

* Monthly salaries are shown for full time positions paid on a monthly basis.

WVMEA SALARY SCHEDULE "C"
effective January 1, 2001 to December 31, 2001
*see notes, Schedule D

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
63	Data Entry Clerk-SDO	15.082	2,288	16.588	2,516
4	Payroll Clerk	17.240	2,615	19.347	2,935
62	Accounting Clerk- SDO	17.240	2,615	19.347	2,935
65	Accounting Clerk-Secondary	17.240	2,615	19.347	2,935
5	Accounts Payable Clerk	17.240	2,615	19.347	2,935
7	Purchasing Clerk	17.240	2,615	19.347	2,935
30	Assistant Supervisor	23.531	3,839	24.580	4,010
52	Library Cataloguer	18.828	2,856	22.147	3,359
51	Secretary-ISP	16.588	2,516	17.881	2,712
55	Circulation Clerk	14.858	2,254	16.232	2,462
31	Receptionist-Secondary	14.858	2,254	16.232	2,462
12	Office Support Clerk	14.858	2,254	16.232	2,462
64	Office Asst - Special Ed	14.858	2,254	16.232	2,462
1	Teacher on Call Dispatch Clerk	16.588	2,516	17.881	2,712
32	SIS Database Clerk	16.588	2,516	17.881	2,712
8	Receptionist-Board Office	14.858	2,254	16.232	2,462
23	Custodian-Secondary School	16.354	2,658	17.616	2,863
26	Custodian-Elementary School	16.680	2,711	17.891	2,908
28	Custodian-Primary	17.230	2,800	19.001	3,088
24	Custodian-Shift Sup.Sec.School	17.230	2,800	19.001	3,088
27	Custodian-Snr.Site Ele.School	17.891	2,908	19.561	3,179
25	Custodian-Senior Site Sec.	19.500	3,169	21.017	3,416
60	Information Management Clerk	15.896	2,411	17.240	2,615
66	Labourer	17.057		17.057	
9	Print Shop Clerk	16.334	2,478	17.647	2,677
10	Secretary-Elementary School	16.670	2,529	18.014	2,733
36	Secretary-SSS	16.568	2,513	17.912	2,717
48	Secretary-Facilities	16.588	2,516	17.881	2,712
11	Secretary-Secondary School	16.588	2,516	17.881	2,712
40	Groundsperson-Senior	21.475	3,504	22.513	3,673
44	Trades Assistant	20.508	3,346	21.546	3,515
43	Delivery Person	20.508	3,346	21.546	3,515
36	Electrician	22.055	3,598	23.104	3,769
38	Plumber	22.055	3,598	23.104	3,769
39	Sheet Metal Worker/Roofer	22.055	3,598	23.104	3,769
49	Carpenter	22.055	3,598	23.104	3,769
35	Electronics Technician	22.055	3,598	23.104	3,769
37	HVAC/Welder/Fabricator	22.055	3,598	23.104	3,769
67	Software & Network Support-District	22.055	3,598	23.104	3,769
47	Painter	22.055	3,598	23.104	3,769
42	Gardener	22.055	3,598	23.104	3,769
45	Carpenter/Locksmith	23.022	3,756	24.071	3,927
46	Painter-Senior	23.022	3,756	24.071	3,927
34	Computer Service-Network Tech	23.022	3,756	24.071	3,927
57	Staffing Asst -Support/Teaching	15.896	2,411	17.240	2,615
18	TA-Marker Aide	16.588		17.881	
19	TA-Library	15.479		17.006	
17	TA-General/Languages (TA I)	14.522		15.896	
54	IMC-Purchasing Clerk	14.858		16.232	
17	TA-General/Languages (TA II)	15.082		16.588	
11	TA-Laboratory	17.006	2,580	18.584	2,819
16	TA-SSS-ESL	16.588		17.881	
22	TA-Careers(Internal)	15.896		17.240	
20	TA-Career Resources	15.896		17.240	
14	TA-SSS-Individual(s)	17.006		18.584	
15	TA-SSS-Gro	17.006		18.584	
61	Youth Worker	17.006		18.584	
21	TA-Careers(External)	17.006		18.584	
33	Software & Network Support-Schools	17.240	2,615	19.347	2,935
41	Groundsperson	18.848	3,075	19.887	3,245

* Monthly salaries are shown for full time positions paid on a monthly basis.

SCHEDULE "D"
NOTES TO THE SALARY SCHEDULES

NOTE:	SCHED A 1999	SCHED B 2000	SCHED C 2001
1	Facilities Staff annual salary amounts will be based on		
	261 days	260 days	261 days
2	All Facilities employees, when a major portion of their shift is required after 3:00 p.m. will be paid an afternoon shift bonus of sixty-two (62) cents per hour.		
	X	X	X
3	For work where the major portion of a shift is required after midnight and before 8:00 a.m., a bonus of seven and a half percent (7-1/2%) of basic salary per month will be paid or on a pro-rata basis for part-time personnel.		
	X	X	X
4	When required at weekends or evenings, a casual custodian will be employed in a school to be responsible for general security and tidiness of the building on a straight time basis (ie. twelve or sixteen percent (12 or 16%) above the basic hourly rate, as per Article 226).		
	X	X	X
5	When no more than one person is assigned to a building to perform custodial duties, that person shall be paid in accordance with the Custodian II salary schedule. When no more than one person is assigned to a building to perform custodial duties, that person shall be paid in accordance with the Custodian primary salary schedule.		
	X	X	X
6	All job classes to go to two increment steps, effective July 1, 1999. (The existing Step 1 will remain Step 1, while the existing Step 3/5 will become the maximum step.) This is subject to BCPSEA approval of the Board's request for inclusion of this item as a pay equity provision.		
	X	X	X
7	The allowance for performing First Aid duties is included in the 2000 and 2001 salary schedules for the Elementary School Secretary. For other positions the allowance for performing First Aid duties it is paid as a separate item.		
		\$115.00 per month	\$118.00 per month

PAY EQUITY DISTRIBUTION
SCHEDULE 'E

ANNUAL PROVINCIAL FUNDING as of JULY 1, 1999

Job NO.	Position Description	1996 cents per hour	+	1998 cents per hour	+	1999 cents per hour	=	Pay Equity per payslips	+	included in grid since 1995	=	Total Pay Equity
14	TA-SSS-Individual(s)	0.125		0.400		0.400		0.925		0.16		1.085
13	TA-Laboratory	0.125		0.250		0.400		0.775		0.16		0.935
10	Secretary-Elementary School	0.125		0.400		0.400		0.925		0.16		1.085
11	Secretary-Secondary School	0.125		0.400		0.400		0.925		0.16		1.085
51	Secretary-ISP	0.125		0.400		0.400		0.925		0.16		1.085
33	Software & Network Support-Schools	0.125		0.250		0.150		0.525		0.16		0.685
15	TA-SSS-Group	0.125		0.400		0.250		0.775		0.16		0.935
4	Payroll Clerk	0.125		0.250		0.150		0.525		0.16		0.685
61	Youth Worker	0.125		0.100		0.400		0.625		0.16		0.785
9	Print Shop Clerk	0.125		0.250		0.250		0.625		0.16		0.785
21	TA-Careers(External)	0.125		0.250		0.150		0.525		0.16		0.685
48	Secretary-Facilities	0.125		0.250		0.250		0.625		0.16		0.785
62	Accounting Clerk- SDO	0.125		0.100		0.150		0.375		0.16		0.535
18	TA-Marker Aide	0.125		0.400		0.150		0.675		0.16		0.835
56	Secretary-SSS	0.125		0.250		0.250		0.625		0.16		0.785
1	Teacher on Call Dispatch Clerk	0.125		0.250		0.250		0.625		0.16		0.785
16	TA-SSS-ESL	0.125		0.250		0.250		0.625		0.16		0.785
65	Accounting Clerk-Secondary	0.125		0.100		0.000		0.225		0.16		0.385
32	SIS Database Clerk	0.125		0.250		0.150		0.525		0.16		0.685
7	Purchasing Clerk	0.125		0.100		0.000		0.225		0.16		0.385
60	Information Management Clerk	0.125		0.100		0.250		0.475		0.16		0.635
8	Receptionist-Board Office	0.125		0.100		0.250		0.475		0.16		0.635
7	IMC-Purchasing Clerk	0.125		0.250		0.250		0.625		0.16		0.785
57	Staffing Asst.-Support/Teaching	0.125		0.100		0.150		0.375		0.16		0.535
19	TA-Library	0.125		0.250		0.150		0.525		0.16		0.685
22	TA-Careers(Internal)	0.125		0.100		0.150		0.375		0.16		0.535
17	TA-General/Languages (TA I)	0.125		0.250		0.250		0.625		0.16		0.785
17	TA-General/Languages (TA II)	0.125		0.100		0.150		0.375		0.16		0.535
55	Circulation Clerk	0.125		0.100		0.250		0.475		0.00		0.475
31	Receptionist-Secondary	0.125		0.100		0.150		0.375		0.16		0.535
63	Data Entry Clerk-SDO	0.125		0.100		0.150		0.375		0.16		0.535
12	Office Support Clerk	0.125		0.100		0.000		0.225		0.16		0.385
64	Office Asst - Special Ed	0.125		0.100		0.000		0.225		0.16		0.385

NOTE 1:

In 1995 16 cents per hour pay equity monies were included in the grid for all pay grades 7 through 17 inclusive. Since that time all pay equity monies have been shown separately on pay slips.

NOTE 2:

The amount of pay equity money each position receives is based on the difference between its actual rate of pay, including pay equity monies, and its target rate as established by the SJJEC.

APPENDIX 1
SUMMARY OF GENDER NEUTRAL **JJEC** PAY **EQUITY** PLAN

Pay Grade	Mid-			Job No.	JJEC Position Description	JJEC Points	JJEC Predicted Target Rate
	From	To	Point				
14	767	806	786.5	50	Assistant Supervisor	776.33	24.91
13	727	766	746.5		Not assigned	0.00	0.00
12	687	726	706.5	36	Electrician	691.34	23.69
II	646	686	666	38	Plumber	664.34	23.08
II	646	686	666	34	Computer Service-Network Tech.	658.33	23.08
II	646	686	666	46	Painter-Senior	652.33	23.08
II	646	686	666	45	Carpenter/Locksmith	647.67	23.08
10	605	645	625	49	Carpenter	632.34	22.46
IO	605	645	625	37	HVAC/Welder/Fabricator	629.34	22.46
IO	605	645	625	14	TA-SSS-Individual(s)	629.00	22.46
IO	605	645	625	35	Electronics Technician	627.00	22.46
IO	605	645	625	39	Sheet Metal Worker/Roofer	617.34	22.46
9	565	604	584.5	13	TA-Laboratory	601.34	21.84
9	565	604	584.5	IO	Secretary-Elementary School	580.66	21.84
9	565	604	584.5	II	Secretary-Secondary School	580.33	21.84
9	565	604	584.5	51	Secretary-ISP	577.00	21.84
9	565	604	584.5	67	Software & Network Support Specialist	573.34	21.84
8	525	564	544.5	33	Software & Network Support Aide	558.34	21.23
8	525	564	544.5	15	TA-SSS-Group	557.67	21.23
8	525	564	544.5	61	Youth Worker	557.67	21.23
8	525	564	544.5	25	Custodian-Senior Site Secondary	554.00	21.23
8	525	564	544.5	40	Groundsperson-Senior	551.33	21.23
8	525	564	544.5	4	Payroll Clerk	551.00	21.23
8	525	564	544.5	42	Gardener	529.00	21.23
1	485	524	504.5	47	Painter	517.67	20.63
7	485	524	504.5	27	Custodian-Snr.Site Elem. School	515.67	20.63
7	485	524	504.5	62	Accounting Clerk- SDO	506.00	20.63
7	485	524	504.5	9	Print Shop Clerk	504.00	20.63
7	485	524	504.5	52	Library Cataloguer	494.00	20.63
7	485	524	504.5	21	Career Resources Assistant	491.34	20.63
7	485	524	504.5	48	Secretary-Facilities	486.34	20.63
6	445	484	464.5	65	Accounting Clerk-Secondary	482.00	20.02
6	445	484	464.5	18	TA-Marker Aide	477.34	20.02
6	445	484	464.5	28	Custodian-Primary	468.34	20.02
6	445	484	464.5	56	Secretary-SSS	466.34	20.02
6	445	484	464.5	24	Custodian-Shift Supvsr.Sec.School	459.34	20.02
6	445	484	464.5	1	Teacher on Call Dispatch Clerk	453.34	20.02
6	445	484	464.5	44	Trades Assistant	452.34	20.02
6	445	484	464.5	16	TA-SSS-ESL	452.00	20.02

APPENDIX 1
SUMMARY OF GENDER NEUTRAL **JJEC** PAY EQUITY PLAN

Pay Grade	Mid-Point			Job No.	JJEC Position Description	JJEC Points	JJEC Predicted Target Rate
	From	To	Point				
5	405	444	424.5	5	Accounts Payable Clerk	429.34	19.41
5	405	444	424.5	32	SIS Database Clerk	421.34	19.41
5	405	444	424.5	7	Purchasing Clerk	413.34	19.41
5	405	444	424.5	60	Information Management Clerk	413.34	19.41
5	405	444	424.5	26	Custodian-Elementary School	409.34	19.41
4	365	404	384.5	8	Receptionist-Board Office	395.00	18.81
4	365	404	384.5	7	IMC-Purchasing Clerk	385.34	18.81
4	365	404	384.5	57	Staffing Asst.-Support/Teaching	385.34	18.81
3	325	364	344.5	22	TA-Careers	361.34	18.20
3	325	364	344.5	19	TA-Library	361.00	18.20
3	325	364	344.5	17	TA-General/Languages (TA I)	351.00	18.20
3	325	364	344.5	17	TA-General/Languages (TA II)	351.00	18.20
3	325	364	344.5	64	Office Assistant - SSS	346.34	18.20
3	325	364	345	55	Circulation Clerk	346.34	18.20
3	325	364	344.5	41	Groundsperson	339.00	18.20
2	285	324	304.5	20	TA-Career Resources	322.34	17.59
2	285	324	304.5	31	Receptionist-Secondary	311.00	17.59
2	285	324	304.5	63	Data Entry Clerk-SDO	303.34	17.59
2	285	324	304.5	23	Custodian-Secondary School	295.34	17.59
2	285	324	304.5	43	Delivery Person	292.67	17.59
2	285	324	304.5	66	Labourer	292.34	17.59
1	245	284	264.5	12	Office Support Clerk	247.34	16.99

NOTE:
This table is a summary of the Pay Equity Plan established by the **SJEC**. The table reflects the pay bands as they will appear once Pay Equity is achieved. The figures used for the target rates are based on 1998 market trend line and wages. The predicted target wage is based on the midpoint of each band and is used as the basis for the distribution of Pay Equity monies. The actual wage established when Pay Equity is achieved will be the subject of future negotiations.

INDEX

A

Acting in Senior Capacity	15
Adoption Leave	32
Agreement as to Conditions Not Mentioned	9
Annual Vacation.....	35
Arbitration	6
Association Representation	8
Association Security	7

B

Benefit Continuance	16
BENEFITS	10-16
Boot Allowance	27
Breaks in Service for Casual Employees ..	3

C

Casual Employees	3
Casual Employees - Breaks In Service	3
Casual Employees - Percentage In lieu of Benefits	15
Changes in Working Conditions	28
Citizenship Leave.....	33
Classification	23
Clerical Staff	25
COLLECTIVE BARGAINING RELATIONSHIP	1-g
Committees.....	3-5
Compassionate Leave.....	31
Compulsory Quarantine	14
Conciliation Committee	3
Conditions Not Mentioned	9
Conflict Resolution Process.....	21
Copies of Agreement	23
Crossing Picket Lines	8
Custodians	25

D

Deferred Salary Provision	33
Definitions.....	2-3
Dental Plan	11

E

E.H.B.	11
E.I. Rebate.....	16
Educational Leave	32
Employee Benefits	10
Employees	2-3
Casual Employees.....	2
Permanent Full-Time Employee.....	2
Probationary Employees	2
Temporary Employees.....	2

Employees - Percentage in lieu of Benefits if less than half-time	15
EMPLOYMENT RIGHTS	17-21
Extended Health Benefits.....	11
Extended Health Plan	11

F

Facilities Shop Employees.....	25
Filling Vacancies	22
First Aid	28

G

Gender Neutral Joint Job Evaluation Plan	10
Glasses	See Vision Care
Gratuity Plan	13
Grievance Procedure	5
Group Insurance	11

H

Hand Tools - Facilities Employees	27
Hiring Practices - Internal Applicants	22
Hours of Work	25
Clerical Staff	25
Custodians	25
Facilities Shop Employees.....	25
Ten Month Employees.....	25

I

Illness in the Family	33
indemnification of Employees	21

J

Job Evaluation Plan	10
Job Sharing.....	21

L

Labour Management Committee	5
Lay-Off.....	17-19
Leave for Association Business.....	31
Leave for Illness In the Family	33
Leave for Jury Duty.....	34
LEAVES, VACATIONS AND PUBLIC HOLIDAYS	31-37
Long Term Disability Plan	12

M

M.S.P.	11
Maternity Leave	34

Meal Breaks During Overtime and Call-out	27
Medical Services Plan..... See M.S.P.	
Me-too Clause See e Provincial Bargaining	
Mileage Allowance	16
O	
Orthotics	11
Overtime.....	26
P	
Parental Leave.....	34
Paternity Leave.....	35
Pay Equity..... See Job Evaluation Plan	
Pay for Acting in Senior Capacity.....	15
Pension Plan..... See Superannuation	
Percentage In lieu of Benefits.....	15
Percentage in lieu of Benefits if less than	
half-time	15
Permanent Full-Time Employee.....	2
Permanent Part-Time Employee	2
Personal Leave	33
Personnel Files	22
PERSONNEL PRACTICES	22-24
Probationary Employees	2
Provincial Bargaining	10
Public Holiday..... See Statutory Holidays	
Q	
Quarantine	14
R	
Recall.....	19-20
Recognition.....	1
Recognition Pay	12
Remuneration and Employee Benefits..	10
Representation	8
Rest Periods	25
Rights of Management	9

Rights to Displace	18
S	
SALARY AND BENEFITS	0-16
Senior Capacity.....	15
Seniority	17
Service Recognition Pay - Savings Plan	12
Severance Pay.....	20
Sick Leave	12
STANDING JOINT JOB EVALUATION	
COMMITTEE.....	40
Standing Joint Job Evaluation Committee	
(SJJEC)	4, 39
Statutory Holidays, etc.	37
Superannuation	14
T	
Teacher/Teacher Assistant Conflict	
Resolution Process	21
Teachers' Assistants - Supervision and	
Duties	30
Technological Change.....	28
Temporary Employees	3
Ten Month Employees	25
Term of the Agreement	1
Termination of Employment	5
Travel Time	26
V	
Vacancies	22
Vacations and Public Holidays	35-37
Vision Care	11
W	
Working Committee	4
WORKING CONDITIONS.....	25-30
Workshops and Training	23