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WEST VANCOUVER
SCHOOL DISTRICT

AGREEMENT

BETWEEN

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

AND

THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

July 1, 2006 — June 30, 2010

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THIS AGREEMENT made the 1st day of July Two Thousand and Six (2006)

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 four (4) years, with effect from the first day of July, 2006 and shall remain in full force and effect thereafter unless either party, at least two (2) months prior to the expiry date of the 30th of June 2010, 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.

(a) 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, with the exception of K-Plus hours, as governed by the Letter of Understanding.

(b) 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, with the exception of K-Plus hours, as governed by the Letter of Understanding.

104.2 Probationary Employees

"Probationary Employees" shall mean and include those employees who are employed in any established position:

- a. during the first nine (9) months of their employment for those employees in positions of less than 15 hours per week, and
- b. during the first six (6) months of their employment for those employees in positions of 15 hours or greater per week.

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 Manager 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 non-continuous 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 Labour Management Committee

The Labour Management Committee shall be composed of representatives from the Association and senior administration of the School Board. Members shall meet on a monthly basis to consult about issues relating to the workplace that affect the parties or any employee bound by this Collective Agreement. The purpose of such meetings is to promote positive and cooperative resolution of workplace issues, fostering the development of work-related skills, and for promoting workplace productivity.

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 1996-98 negotiations.

The Committee's mandate shall be to maintain the integrity of the job evaluation program negotiated. This will include a regular 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 Terms of Reference, as amended from time to time by mutual consent of both parties.

In addition, the Committee will review, update and adjust the Job Evaluation Plan as necessary to clarify Notes to Raters, etc. with no further approval required. However, critical changes such as point bandings, must be recommended to the West Vancouver School Board and the WVMEA for inclusion in negotiations.

All positions (i.e. job descriptions and evaluations) within the organization shall be developed and rated by the Standing Joint Job Evaluation Committee (SJJEC) in accordance with the Gender Neutral Joint Job Evaluation Plan and the approved Terms of Reference, dated March 5, 2003, and as amended from time to time by mutual consent of both parties.

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

Any job descriptions or ratings in dispute are subject to the grievance procedure.

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 109 - Association Representation

109.1

(a) 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.

(b) 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.

(c) This clause shall not apply to meetings involving performance appraisals or of an operational nature not involving disciplinary action.

109.2 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.

109.3 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 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: Any aggrieved employee or employees shall first discuss the matter with the Administrator and both parties shall attempt to settle the grievance within five (5) working days.

Step Two: If the grievance cannot be settled as above, the aggrieved shall present the grievance in writing to the Administrator, with a copy to the Association Executive. The aggrieved, with the Shop Steward or other Association representative, shall meet with the Administrator 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 the 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 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

The parties agree, through the Memorandum of Agreement of June 7, 2006, that they accept the terms and conditions of the Letter of Understanding between BCPSEA and the School Boards who were signatories to the Letter of Understanding as dated May 22, 2006.

(a) **General Wage Increase**

Increases shall be applied across the board to the scale of remuneration for the period of July 1, 2006 to June 30, 2010 to produce new Schedules as follows:

July 1, 2006	2%
July 1, 2007	2%
July 1, 2008	2%
July 1, 2009	2%

The percentage increase shall apply to all allowances and bonus premiums, including but not limited to, shift differential, chargehand, first aid, and dual certification rates.

(b) **Trades Adjustment**

In addition to the general wage increases identified in Article 200 (a), as per the Framework Letter of Understanding (FLoU) (Appendix 2), trades positions approved by the Support Staff Education and Adjustment Committee will receive wage increases according to the following schedule:

July 1, 2006	\$.60 per hour
July 1, 2007	\$.60 per hour
July 1, 2008	\$.60 per hour
July 1, 2009	\$.30 per hour

This additional amount per hour will be added after the calculation of the general wage increase in each year.

(c) **Fiscal Dividend**

A fiscal dividend bonus may be paid from a one-time fund in 2010 as per Section 33, Fiscal Dividend, as contained in the Memorandum of Agreement dated June 7, 2006.

(d) **PEBT and Long-term Disability Plan**

The parties agree that the employees covered by this Agreement will, as soon as practical, be covered under the Public Education Benefits Trust (PEBT), and in doing so will become covered under the "core" LTD plan contained therein. All health, dental, group, and LTD benefits will be provided at a comparable level to existing coverage, and the transition shall not result in the reduction of any benefit currently provided. This transition is in accordance with the Memorandum of Agreement dated June 7, 2006.

Article 201 – Gender Neutral Joint Job Evaluation Plan

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

It is agreed that the Predicted Target Rate will be recalculated on a periodic basis. Recalculation may occur as a result of adjustments to an individual's wages and/or general increases that may be negotiated.

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.

The parties agree that the Gender Neutral Joint Job Evaluation Pay Equity Plan, as outlined in Appendix 1 will serve as a guide for establishing rates of pay for new and reclassified job descriptions.

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 - E.H.B. (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. Please refer to the Letter of Understanding regarding "Enhancements to Extended Health Care Plan".

Article 208 - Dental Plan

The Board agrees to pay 100% 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)

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 permanent employees shall be included in the Plan after three (3) months' service. Membership in the Plan is compulsory for all new permanent employees. The Board agrees to pay 100% of the premium cost.

210.1 Group Insurance Coverage - two (2) years' basic salary
- rounded up to the nearest \$1,000.00

Article 212 - Registered 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 permanent employees 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.

Upon implementation of the PEBT and Provincial LTD plan ("the Plan") the "core plan" cost will be 100% funded through the Government of BC via direct payment to "the Plan."

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 Administrator 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; and upon retiring on or before the maximum retirement age of sixty-five (65), including any extension granted under Article 222.2, 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. Such payment shall be made upon receipt of a written confirmation from the Municipal Pension Branch that the employee is receiving pension benefits.

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. An employee may apply to continue to work to the end of the calendar year in which they turn 65. These requests will be considered on an individual basis by the Board.

222.3 Upon retiring on or before the maximum retirement age of 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 - Percentage in Lieu of Benefits

224.1 Permanent employees who regularly work less than seventeen and a half (17.5) hours per week shall be entitled to sixteen percent (16%) of regular earnings in lieu of all benefits (i.e. as listed for temporary and casual employees.)

224.2 Temporary and 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
- Registered Savings Plan
- Group Income Continuance
- Sick Leave
- Gratuity
- Paid Leave of Absence
- Paid Vacation Leave
- Paid Statutory Holiday Leave

Temporary and casual employees who have worked one thousand five hundred (1500) hours within the past fifty-two (52) consecutive pay periods shall be increased to sixteen percent (16%) of regular earnings.

Article 227 - Casual Rates for Permanent Staff

A permanent employee currently on Step 2 and on unpaid leave from the Board, who avails him/herself for work on the casual list, shall be paid at Step 2 for hours worked as a casual employee in the department that the employee normally works. If the employee is not receiving any Board-paid benefits, 16% in lieu of benefits shall also be paid.

Article 228 - Pay for Acting in Senior Capacity

228.1 Appointments for One or More Days

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 Administrator and approved by the Secretary Treasurer.

228.2 Appointments of Up to One Day

When an employee is required to perform the duties of a higher classification and the employee is assigned those duties by his/her supervisor; the employee shall **be** paid for the time worked in the higher classification at the rate normally paid for that classification. The minimum amount paid shall be for one hour. The employee must hold the appropriate certification or credentials required to perform the duties of the higher classification.

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 - Travel Allowance

232.1 With the approval of their immediate supervisor, employees shall be entitled to a travel reimbursement of the base rate set by the School District, as per Board Policy, per kilometer traveled in their personal vehicle while on School Board business.

232.2 Those persons designated by the Facilities Supervisor as required to transport tools and equipment will have a two-tiered rate of:

- a. Two times (**2X**) the base rate per kilometer established by Board Policy for the first one hundred and fifty (150) kilometers per month, and

- b. The base rate per kilometer established by Board Policy for all kilometers over and above one hundred and fifty (150) kilometers for the remainder of the month.

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 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 provide a Seniority list to the Association by December 1st of each year.

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:

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

- (a) 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.
- (b) 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:

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

(a) 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, as per Appendix One. 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.

(b) 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.

- (c) 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*.

Article 314 - Employee Workplace Safety

If an employee deems a work duty to be harmful or a threat to their personal safety, or the safety of others, he/she shall immediately report the situation to their Supervisor. No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment that he/she believes would create an undue hazard to his/her health and safety and/or the safety of others; or where it would be contrary to the *Workers' Compensation Act*, legislation, or regulations.

There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered to or permitted to work on a job that another worker has refused until the matter is investigated and deemed to be safe.

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 - Reclassifications and Job Descriptions

- 406.1** It is agreed that no innovations, alterations, or changes in work descriptions or the creation of new departments shall be made without consultation between the parties hereto and, if warranted, should be submitted to the SJJEC.
- 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 outlining the reasons for this decision.
- 406.4** All new positions will undergo a full review process (e.g. questionnaire completion, interviews), six (6) months after staffing, to confirm or adjust pay grade and to create a final job description and rating in accordance with the *Terms of Reference* of the SJJEC.

Article 408 - Workshops and Training

- 408.1** The Board will sponsor one (1) workshop for Teacher Assistants and Special Education Assistants per year - normally concurrent with a non-instructional day. In consultation with the Secretary Treasurer or designate, representatives from the Teacher Assistants and Special Education Assistants will meet to determine course content and to plan the program. 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 - Hours of Work

500.1 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.

500.2 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.

500.3 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.

500.4 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.

500.5 Alternate Hours of Work

The hours of work for employees may be varied with the mutual agreement of the employee and the Administrator to whom they report, with the approval from the Assistant Superintendent (Human Resources). Such modification shall not result in extra costs to the Board by attracting premium pay, unless the Board agrees to do so. This provision only applies to employees who may seek an extended workday and/or a shortened work week. Any agreement to alter the hours of work requires an *Alternative Hours of Work Agreement* to be signed by the employee, the Board (or designate), and the Association prior to implementation. The term of such an agreement shall be specified in the *Alternate Hours of Work Agreement*.

Article 502 - Meal Breaks and Rest Periods

502.1 Employees working five (5) or more hours per day shall be entitled to a one half (1/2) hour (unpaid) lunch break.

502.2 Meal breaks in excess of one half (1/2) hour, may be scheduled in consultation with the employee and his/her supervisor. Meal breaks shall not exceed 45 minutes in duration except by mutual agreement.

502.3 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. Rest periods shall be included as part of the hours worked. The times when the rest periods are to be taken shall be approved by the Supervisor.

502.4 Part-time support staff shall be granted a lunch period of one half (1/2) hour unpaid and paid fifteen (15) minute rest period(s) according to the following schedule:

Employees' Hours Per Day	Rest Period and/or Lunch Period
Under 3 hours	No break.
3 hours or more, but less than 5 hours	One Rest Period.
5 hours or more	Two Rest Periods and one Lunch Period.

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 Administrator, 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 Call Out

The minimum overtime pay for any call out shall be two (2) hours at the appropriate overtime rate, provided that if a second call out should occur within the two (2) hours, the second call out 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 \$15.50 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 \$50 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 (Level 1 with CPR) Certificate.

508.1 Elementary Schools

Elementary School secretaries are required to obtain a valid First Aid Certificate.

Secretaries (and other designates) shall be paid a first aid allowance as per Schedule H.

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 H.

The Board will provide protective clothing such as gloves, masks and eye protection to all sites 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, by-passing 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:

- (a) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
- (b) that the employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
- (c) that the employer reinstate any employee displaced by reason of the technological change;
- (d) that the employer pay to that employee such compensation in respect of his/her displacement as the Arbitration Board considers reasonable;
- (e) 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 Administrator, 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 Administrator. 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 Administrator, 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 – Compassionate Care Leave

Employees are entitled to Compassionate Care Leave as provided under *Employment Standards* legislation. Upon request by the employee, an Employment Insurance "Record of Employment" will be issued.

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 Administrator 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 calendar 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 Administrator.

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 personal 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 616 - Maternity/Adoption/Parental Leave

616.1 The Association and the Board agree that the maternity, adoption and parental leave provisions of the *Employment Standards Act (ESA)* shall apply. The parties agree to prepare and provide to employees, when requested, a mutually agreed upon "*Maternity, Adoption & Parental Leave Handbook*" which will be available in printed format, and electronically via the Association and School Board web sites.

616.2 Where a Separation Certificate has been issued for reasons of maternity, adoption and parental leaves the Board shall offer employment without loss of seniority, to the said permanent employee, provided that:

- (a) The employee gives at least one (1) month's prior notice, in writing, of his/her intention to return to work.
- (b) The total period of separation does not exceed the maximum time as allowed by the *ESA*.

616.3 It is agreed and understood that failure by the employee to inform the Board of the employee's intention to return to employment within the maximum period of time as allowed by the *ESA* 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, adoption, parental, 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, adoption and parental leaves, 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 Administrator. All employees shall have the right to carry over two (2) weeks of vacation to the following year, subject to Administrator approval and providing the request is submitted in writing prior to September 30th. The entitlement of an employee is as follows:

(a) 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.

(b) 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.)

(c) 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.)

- (d) 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.

- (e) 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

- (a) 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.
- (b) 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.
- (c) 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.

- (d) 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.

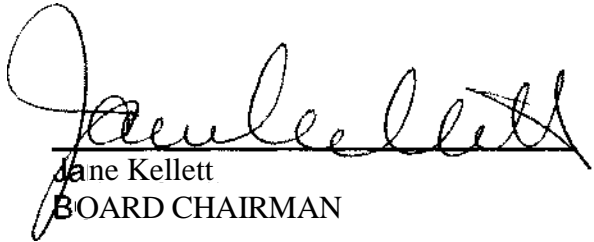
New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday (or Victoria Day)	Christmas Day
Canada Day	Boxing Day
British Columbia Day	


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 Administrator, 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:


Jane Kellett
BOARD CHAIRMAN


Woody Kehler/
BOARD SECRETARY TREASURER

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

Brian Schramm
BUSINESS MANAGER

Brian W6
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 the 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	As defined and approved March 5, 2003, and as amended from time to time by mutual consent of the parties.
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	Results, including supporting documentation, shall be communicated in writing by the Co-chairs of the SJJEC to the Supervisor(s), incumbent(s), senior District management and Association officials as required.

As revised March 5, 2003 and June 7, 2006 in West Vancouver in the Province of British Columbia.

FOR THE SCHOOL BOARD

Warren Ificks

Assistant Superintendent

FOR THE ASSOCIATION

Brian Schramm

Business Manager

Letter of Understanding

Between

The Board of School Trustees of
School District 45 (West Vancouver)

and

The West Vancouver Municipal Employees Association

Regarding

Dual Trades Certification Bonus Rate

The parties understand and agree that the following sets out the parameters for the application of the Dual Trades Certification Bonus Rate.

A bonus rate (per Schedule H) will be paid in recognition of dual BC Trades Certification (TQ). An employee who holds two BC Trades' certifications and is assigned duties related to both trades, is eligible for the bonus rate. The Director of Facilities shall confirm that the qualifications and duties of an employee qualify him/her for the bonus rate.

Dated June 2, 2003 and revised June 7, 2006 in West Vancouver in the Province of British Columbia.

FOR THE SCHOOL BOARD

Warren Grwks

Assistant Superintendent

FOR THE ASSOCIATION

Brian Schramm

Business Manager

Letter of Understanding

Between

The Board of School Trustees of
School District 45 (West Vancouver)

and

The West Vancouver Municipal Employees' Association

Regarding

Student Workers

The Parties understand and agree that the following sets out the parameters for the hiring of Student Workers referred to in Schedule H of the collective agreement:

1. Student Workers are secondary school-aged persons who assist regular staff with tasks such as grounds cleanup, painting, cleaning, routine clerical duties etc.
2. Student Workers shall work under the direct supervision of a regular staff member. No regular permanent staff member shall be replaced or displaced as a result of the hiring of Student Workers in his/her department.
3. Student Workers shall pay union dues in the same manner as casual staff.
4. The hourly rate paid to Student Workers shall be as per Schedule H of the Agreement.
5. This agreement shall remain in effect for the life of this Collective Agreement and may be extended by mutual agreement of the parties.

Dated June 2, 2003, and re-signed June 7, 2006, in West Vancouver in the Province of British Columbia.

FOR THE SCHOOL BOARD

Warren Hicks

Assistant Superintendent

FOR THE ASSOCIATION

Brian Schramm

Business Manager

Letter of Understanding

Between

Letter of Understanding

Between

The Board of School Trustees of
School District 45 (West Vancouver)
and

The West Vancouver Municipal Employees Association

Regarding

Temporary Seasonal Help

The parties understand and agree that the following sets out the parameters for the hiring of Temporary Seasonal Help:

1. Each position shall be for a maximum of 4 months per year, normally occurring during school breaks, i. e. the Summer, Christmas or Spring Break periods
2. The Temporary Seasonal help workers are generally unskilled workers such as university students, who assist regular staff with tasks such as grounds cleanup, painting, cleaning, routine clerical duties etc.
3. The Temporary Seasonal help workers shall work under the direct supervision of a regular staff member. No regular permanent staff member shall be replaced or displaced as a result of the hiring of temporary seasonal help in his/her department.
4. The Temporary Seasonal help workers shall pay union dues in the same manner as casual staff.
5. The hourly rate paid to Temporary Seasonal help shall be as per Schedule H.
6. This agreement shall remain in effect for the life of this Collective Agreement and may be extended by mutual agreement of the parties.

Dated June 2, 2003, and re-signed June 7, 2006, in West Vancouver in the Province of British Columbia.

FOR THE SCHOOL BOARD

Warren &ficks

Assistant Superintendent

FOR THE ASSOCIATION

Brian Schramm

Business Manager

The Board of School Trustees of
School District 45 (West Vancouver)
and
The West Vancouver Municipal Employees' Association
Regarding
Short-term, Fee-paying Program Temporary Hours (K-Plus)

Regarding Article 104.1 and temporary hours associated with short-term, fee-paying programs, it is recognized that on occasion, temporary hours may be assigned to temporary and permanent part-time employees, as a result of an increased need due to a fee-paying program (K-Plus).

These temporary hours shall end on June 30th (at the completion of the school year), or at the end of the time that those hours are supported by a fee-paying program (K-Plus).

These hours shall not become permanent as per Article 104.1, but shall become permanent, if the employee who has these hours assigned to them continues into a third year at that location or another location in the District with the fee-paying program.

Temporary hours connected to these programs will be treated as regular hours for the purposes of benefits for permanent employees only.

The Board agrees that all such hours will be clearly identified in letters of appointment.

Dated June 7, 2006 in West Vancouver in the Province of British Columbia.

FOR THE SCHOOL BOARD

Warren Hicks

Assistant Superintendent

FOR THE ASSOCIATION

Brian Schramm

Business Manager

Letter of Understanding

Between

Letter of Understanding

Between

The Board of School Trustees of
School District 45 (West Vancouver)

and

The West Vancouver Municipal Employees' Association

Regarding

Submission to the "Support Staff Skills Enhancement Apprenticeship and Workforce Adjustment Committee"

In reference to the *Letter of Understanding between the BCPSEA, School Board and Support Staff Unions signatory to the Letter of Understanding dated May 22, 2006:*

The parties agree that the joint West Vancouver School Board / WVMEA Labour Management Committee will meet to discuss and consider developing proposals for submission to the "Support Staff Skills Enhancement Apprenticeship and Workforce Adjustment Committee", which include:

- Skills Enhancement and Retraining Funding;
- Apprenticeship Opportunities Funding;
- Apprentice Sponsor Funding;
- Workforce Adjustment Committee Funding;
- Labour Market Adjustment Funding;
- Trades Adjustment Funding.

Further the parties agree that the District Labour Management Committee will meet as required to discuss and consider information and requests from the "Education Assistants Committee" and, where the parties deem appropriate, to draft submission(s) on behalf of District No. 45 employees / members either jointly or independently.

It is agreed that the parties may submit independent proposals at any time to the "Support Staff Skills Enhancement Apprenticeship and Workforce Adjustment Committee".

Dated June 7, 2006 in West Vancouver in the Province of British Columbia.

FOR THE SCHOOL BOARD

Warren Nicks

Assistant Superintendent

FOR THE ASSOCIATION

Brian Schramm

Business Manager

The Board of School Trustees of
School District 45 (West Vancouver)
and
The West Vancouver Municipal Employees' Association
Regarding
Procedures and/or Compensation for Facilities Employees Required to
Respond to Inclement Weather Conditions (i.e. snow and ice)

The parties agree that the joint West Vancouver School Board / WVMEA Labour Management Committee will meet to discuss procedures and/or compensation for Facilities employees required to respond to inclement weather conditions (i.e. snow and ice).

Dated June 7, 2006 in West Vancouver in the Province of British Columbia.

FOR THE SCHOOL BOARD

Warren Nicks

Assistant Superintendent

FOR THE ASSOCIATION

Brian Schramm

Business Manager

Letter of Understanding

Between

The Board of School Trustees of
School District 45 (West Vancouver)

and

The West Vancouver Municipal Employees' Association

Regarding

Apprenticeship Program

It is agreed that, if the Board intends to institute an Apprenticeship Program, in accordance with the regulations of the Industry Training Authority, the parties agree that the joint West Vancouver School Board / WVMEA Labour Management Committee will meet to discuss the specifics of initiating such a program.

Dated June 7, 2006 in West Vancouver in the Province of British Columbia.

FOR THE SCHOOL BOARD

Warren Hicks

Assistant Superintendent

FOR THE ASSOCIATION

Brian Schramm

Business Manager

Letter of Understanding

Between

The Board of School Trustees of
School District 45 (West Vancouver)

and

The West Vancouver Municipal Employees' Association

Regarding

Enhancements to Extended Health Care Plan

It is agreed that the rate of pay for the Delivery Person will be adjusted to the target rate of Pay Grade 2, as outlined in Appendix One.

In addition, it is agreed that the salary schedule will be adjusted to establish Step 1 as 90% of Step 2 in all classifications. No existing employees shall suffer a loss of income as a result of this agreement.

The savings identified will be directed to extended health benefit improvements, as follows:

- increase lifetime maximum from \$25,000 to \$1,000,000;
- increase all paramedicals, as follows:

Paramedicals	Current Limit	New Limit
Acupuncture	\$100	\$300
Chiropractor/Naturopath (combined)	\$200	\$400
Massage/Physiotherapist (combined)	\$250	\$600
Podiatrist	\$100	\$250
Psychologist	\$100	\$250

increase Vision Care from \$250/two calendar years to \$300/two calendar years;
increase orthopaedic shoes combined with orthotics from \$400/year/adult and \$200/year/child to \$400/year/adult and \$400/year/child;
increase hearing aids from \$400/child/five years to \$400/person/five years;
add Eye Exams - \$75/two calendar years.

Dated June 7, 2006 in West Vancouver in the Province of British Columbia.

FOR THE SCHOOL BOARD

Warren Hicks

Assistant Superintendent

FOR THE ASSOCIATION

Brian Schramm

Business Manager

Letter of Agreement and Interpretation

Between

The Board of School Trustees of School District 45 (West Vancouver)

and

The West Vancouver Municipal Employees' Association

Regarding the

Memorandum of Agreement Dated June 7th, 2006 -

Item Number 17 "Letter of Understanding Regarding Enhancements to Extended Health Care Plan", Paragraph Two

It is understood by the parties to this agreement that the salary schedule will be adjusted to establish Step 1 as 90% of Step 2 in all classifications.

It is also understood that the statement "No existing employees shall suffer a loss of income as a result of this agreement" applies only to permanent and temporary employees in their current positions.

Casual employees will be paid at the prevailing Step 1 salary rate as adjusted to 90% of Step 2 in all classifications.

Dated June 13, 2006 in West Vancouver in the Province of British Columbia.

FOR THE SCHOOL BOARD

Warren Hicks

Assistant Superintendent

FOR THE ASSOCIATION

Brian Schramm

Business Manager

Letter of Understanding

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

Regarding the
"Mentor" Program

This Letter of Understanding confirms the agreement reached between the parties regarding the establishment and compensation matters relative to the "Mentor" program initiated in September 2006.

The Board agrees that any designated employee acting in the capacity of "mentor" shall be compensated three (3) days pay based in hours (as per their regular schedule and regular hourly rate) for the anticipated extra time and work involved in this endeavour. Such time will be banked at the commencement of the program and taken at a time mutually agreeable to the employer and employee.

It is recognized, in their role as mentor, that employees may, upon approval of their supervisor, attend the site of the "mentee" during their regular workday, at no reduction of pay, for the purposes of providing on-site training and direction.

It is understood that any hours worked beyond the regular workday, as a result of the "mentor" program, will be compensated through the three days of banked hours as agreed to by the parties.

Dated November 30, 2006 in West Vancouver in the Province of British Columbia.

FOR THE SCHOOL BOARD

Warren Hicks

Assistant Superintendent

FOR THE ASSOCIATION

Brian Schramm

Business Manager

WVMEA SALARY SCHEDULE 'A'
Effective July 1, 2006 to December 31, 2006

* see notes Schedule 'H'

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
62	Accounting Clerk-District Office	19.957	3,027	22.174	3,364
65	Accounting Clerk-Secondary	19.370	2,938	21.522	3,265
5	Accounts Payable Clerk	18.784	2,849	20.871	3,166
10	Administrative Asst-Elementary School	21.132	3,206	23.480	3,562
78	Administrative Asst-IDP	19.370	2,938	21.522	3,265
50	Assistant Supervisor	23.360	3,796	25.955	4,218
73	Asst. Supervisor-Custodial Services	21.726	3,531	24.140	3,923
21	Career Resources Assistant	19.957	3,027	22.174	3,364
49	Carpenter	22.497	3,656	24.997	4,063
45	Carpenter/Locksmith	22.497	3,656	24.997	4,063
55	Circulation Clerk	17.609	2,671	19.565	2,968
74	Community Learning/Careers Asst.	19.957	3,027	22.174	3,364
75	Community Learning/Summer Camp Clerk	17.022		18.913	
34	Computer Service-Network Tech.	22.877	3,718	25.419	4,131
26	Custodian-Elementary School	17.004	2,764	18.893	3,071
28	Custodian-Primary	18.059	2,935	20.065	3,261
23	Custodian-Secondary School	16.742	2,721	18.602	3,023
71	Custodian-Senior Site - WVSS	20.104	3,267	22.338	3,630
25	Custodian-Senior Site Secondary	19.975	3,246	22.194	3,607
24	Custodian-Shift Sup.Sec.School	18.059	2,935	20.065	3,261
72	Custodian-Shift Supervisor - WVSS	19.665	3,196	21.850	3,551
27	Custodian-Snr.Site Elem.School	18.591	3,022	20.657	3,357
63	Data Entry and File Clerk	17.022	2,582	18.913	2,869
43	Delivery Person	17.022	2,767	18.913	3,074
36	Electrician	22.497	3,656	24.997	4,063
35	Electronics Technician	21.957	3,569	24.397	3,965
68	Fr. Immersion Cultural Assistant	18.784		20.871	
42	Gardener	22.497	3,656	24.997	4,063
41	Groundsperson	18.900	3,072	21.000	3,413
40	Groundsperson-Senior	21.397	3,477	23.774	3,864
69	HVAC Mechanic	22.497	3,656	24.997	4,063
37	HVAC/Welder/Fabricator	22.497	3,656	24.997	4,063
54	IMC-Purchasing Clerk	18.784	2,849	20.871	3,166
60	Information Management Clerk	18.784	2,849	20.871	3,166
66	Labourer	16.211	2,635	18.012	2,927
52	Library Cataloguer	21.048	3,193	23.387	3,548
64	Office Assistant - SSS	17.609	2,671	19.565	2,968

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
12	Office Support Clerk	16.436	2,493	18.262	2,770
47	Painter	22.497	3,656	24.997	4,063
46	Painter-Senior	23.417	3,806	26.019	4,229
4	Payroll Clerk	20.544	3,116	22.827	3,463
38	Plumber	22.497	3,656	24.997	4,063
9	Print Shop Clerk	19.957	3,027	22.174	3,364
7	Purchasing Clerk	18.784	2,849	20.871	3,166
8	Receptionist-Board Office	18.784	2,849	20.871	3,166
77	Receptionist-ISP	17.609	2,671	19.565	2,968
31	Receptionist-Secondary	17.022	2,582	18.913	2,869
70	Rentals Clerk	18.196	2,760	20.218	3,067
48	Secretary-Facilities	19.957	3,027	22.174	3,364
51	Secretary-1SP	21.132	3,206	23.480	3,562
11	Secretary-Secondary School	18.784	2,849	20.871	3,166
56	Secretary-SSS	19.957	3,027	22.174	3,364
39	Sheet Metal Worker/Roofer	22.497	3,656	24.997	4,063
32	SIS Database Clerk	18.784	2,849	20.871	3,166
33	Software & Network Support Aide	20.544	3,339	22.827	3,710
67	Software & Network Support Specialist	21.957	3,569	24.397	3,965
15	Special Education Assts-Group	19.957		22.174	
14	Special Education Assts-Individuals)	21.726		24.140	
57	Staffing Asst.-Support/Teaching	18.196	2,760	20.218	3,067
20	TA-Career Resources	17.022		18.913	
22	TA-Careers	17.609		19.565	
17	TA-General/Languages	17.609		19.565	
13	TA-Laboratory	21.132	3,206	23.480	3,562
19	TA-Library	17.609		19.565	
18	TA-Marker Aide	19.370		21.522	
16	TA-SSS-ESL	19.370		21.522	
1	Teacher on Call Dispatch Clerk	19.370	2,938	21.522	3,265
44	Trades Assistant	20.477	3,328	22.752	3,698
61	Youth Worker	21.132		23.480	

WVMEA SALARY SCHEDULE 'B'
Effective January 1, 2007 to June 30, 2007
see notes Schedule 'H'

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
62	Accounting Clerk-District Office	19.957	3,027	22.174	3,364
65	Accounting Clerk-Secondary	19.370	2,938	21.522	3,265
5	Accounts Payable Clerk	18.784	2,849	20.871	3,166
10	Administrative Asst-Elementary School	21.132	3,206	23.480	3,562
78	Administrative Asst-IDP	19.370	2,938	21.522	3,265
50	Assistant Supervisor	23.360	3,811	25.955	4,234
73	Asst. Supervisor-Custodial Services	21.726	3,531	24.140	3,923
21	Career Resources Assistant	19.957	3,027	22.174	3,364
49	Carpenter	22.497	3,670	24.997	4,078
45	Carpenter/Locksmith	22.497	3,670	24.997	4,078
55	Circulation Clerk	17.609	2,671	19.565	2,968
74	Community Learning/Careers Asst.	19.957	3,027	22.174	3,364
75	Community Learning/Summer Camp Clerk	17.022		18.913	
34	Computer Service-Network Tech.	22.877	3,732	25.419	4,147
26	Custodian-Elementary School	17.004	2,764	18.893	3,071
28	Custodian-Primary	18.059	2,935	20.065	3,261
23	Custodian-Secondary School	16.742	2,721	18.602	3,023
71	Custodian-Senior Site - WVSS	20.104	3,267	22.338	3,630
25	Custodian-Senior Site Secondary	19.975	3,246	22.194	3,607
24	Custodian-Shift Sup.Sec.School	18.059	2,935	20.065	3,261
72	Custodian-Shift Supervisor - WVSS	19.665	3,196	21.850	3,551
27	Custodian-Snr.Site Elem.School	18.591	3,022	20.657	3,357
63	Data Entry and File Clerk	17.022	2,582	18.913	2,869
43	Delivery Person	17.022	2,777	18.913	3,086
36	Electrician	22.497	3,670	24.997	4,078
35	Electronics Technician	21.957	3,582	24.397	3,980
68	Fr. Immersion Cultural Assistant	18.784		20.871	
42	Gardener	22.497	3,670	24.997	4,078
41	Groundsperson	18.900	3,084	21.000	3,426
40	Groundsperson-Senior	21.397	3,491	23.774	3,879
69	HVAC Mechanic	22.497	3,670	24.997	4,078
37	HVAC/Welder/Fabricator	22.497	3,670	24.997	4,078
54	IMC-Purchasing Clerk	18.784	2,849	20.871	3,166
60	Information Management Clerk	18.784	2,849	20.871	3,166
66	Labourer	16.211	2,645	18.012	2,939
52	Library Cataloguer	21.048	3,193	23.387	3,548
64	Office Assistant - SSS	17.609	2,671	19.565	2,968

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
12	Office Support Clerk	16.436	2,493	18.262	2,770
47	Painter	22.497	3,670	24.997	4,078
46	Painter-Senior	23.417	3,820	26.019	4,245
4	Payroll Clerk	20.544	3,116	22.827	3,463
38	Plumber	22.497	3,670	24.997	4,078
9	Print Shop Clerk	19.957	3,027	22.174	3,364
7	Purchasing Clerk	18.784	2,849	20.871	3,166
8	Receptionist-Board Office	18.784	2,849	20.871	3,166
77	Receptionist-ISP	17.609	2,671	19.565	2,968
31	Receptionist-Secondary	17.022	2,582	18.913	2,869
70	Rentals Clerk	18.196	2,760	20.218	3,067
48	Secretary-Facilities	19.957	3,027	22.174	3,364
51	Secretary-ISP	21.132	3,206	23.480	3,562
11	Secretary-Secondary School	18.784	2,849	20.871	3,166
56	Secretary-SSS	19.957	3,027	22.174	3,364
39	Sheet Metal Worker/Roofer	22.497	3,670	24.997	4,078
32	SIS Database Clerk	18.784	2,849	20.871	3,166
33	Software & Network Support Aide	20.544	3,352	22.827	3,724
67	Software & Network Support Specialist	21.957	3,582	24.397	3,980
15	Special Education Assts-Group	19.957		22.174	
14	Special Education Assts-Individual(s)	21.726		24.140	
57	Staffing Asst.-Support/Teaching	18.196	2,760	20.218	3,067
20	TA-Career Resources	17.022		18.913	
22	TA-Careers	17.609		19.565	
17	TA-General/Languages	17.609		19.565	
13	TA-Laboratory	21.132	3,206	23.480	3,562
19	TA-Library	17.609		19.565	
18	TA-Marker Aide	19.370		21.522	
16	TA-SSS-ESL	19.370		21.522	
1	Teacher on Call Dispatch Clerk	19.370	2,938	21.522	3,265
44	Trades Assistant	20.477	3,341	22.752	3,712
61	Youth Worker	21.132		23.480	

WVMEA SALARY SCHEDULE 'C'

Effective July 1, 2007 to December 31, 2007

* see notes **Schedule 'H'**

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
62	Accounting Clerk-District Office	20.356	3,088	22.618	3,431
65	Accounting Clerk-Secondary	19.758	2,997	21.953	3,330
5	Accounts Payable Clerk	19.160	2,906	21.289	3,229
10	Administrative Asst-Elementary School	21.555	3,270	23.950	3,633
78	Administrative Asst-IDP	19.758	2,997	21.953	3,330
50	Assistant Supervisor	23.828	3,887	26.475	4,319
73	Asst. Supervisor-Custodial Services	22.161	3,602	24.623	4,002
21	Career Resources Assistant	20.356	3,088	22.618	3,431
49	Carpenter	23.487	3,832	26.097	4,258
45	Carpenter/Locksmith	23.487	3,832	26.097	4,258
55	Circulation Clerk	17.961	2,725	19.957	3,027
74	Community Learning/Careers Asst.	20.356	3,088	22.618	3,431
75	Community Learning/Summer Camp Clerk	17.363		19.292	
34	Computer Service-Network Tech.	23.335	3,807	25.928	4,230
26	Custodian-Elementary School	17.344	2,819	19.271	3,132
28	Custodian-Primary	18.420	2,994	20.467	3,326
23	Custodian-Secondary School	17.078	2,776	18.975	3,084
71	Custodian-Senior Site - WVSS	20.507	3,333	22.785	3,703
25	Custodian-Senior Site Secondary	20.374	3,311	22.638	3,679
24	Custodian-Shift Sup.Sec.School	18.420	2,994	20.467	3,326
72	Custodian-Shift Supervisor - WVSS	20.058	3,260	22.287	3,622
27	Custodian-Snr.Site Elem.School	18.964	3,082	21.071	3,425
63	Data Entry and File Clerk	17.363	2,634	19.292	2,926
43	Delivery Person	17.363	2,833	19.292	3,148
36	Electrician	23.487	3,832	26.097	4,258
35	Electronics Technician	22.397	3,654	24.885	4,060
68	Fr. Immersion Cultural Assistant	19.160		21.289	
42	Gardener	23.487	3,832	26.097	4,258
41	Groundsperson	19.278	3,145	21.420	3,495
40	Groundsperson-Senior	21.825	3,561	24.250	3,956
69	HVAC Mechanic	23.487	3,832	26.097	4,258
37	HVAC/Welder/Fabricator	23.487	3,832	26.097	4,258
54	IMC-Purchasing Clerk	19.160	2,906	21.289	3,229
60	Information Management Clerk	19.160	2,906	21.289	3,229
66	Labourer	16.536	2,698	18.373	2,998
52	Library Cataloguer	21.470	3,257	23.855	3,619
64	Office Assistant - SSS	17.961	2,725	19.957	3,027
12	Office Support Clerk	16.765	2,543	18.628	2,826

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Fun-time)
47	Painter	23.487	3,832	26.097	4,258
46	Painter-Senior	24.426	3,985	27.140	4,428
4	Payroll Clerk	20.956	3,179	23.284	3,532
38	Plumber	23.487	3,832	26.097	4,258
9	Print Shop Clerk	20.356	3,088	22.618	3,431
7	Purchasing Clerk	19.160	2,906	21.289	3,229
8	Receptionist-Board Office	19.160	2,906	21.289	3,229
77	Receptionist-ISP	17.961	2,725	19.957	3,027
31	Receptionist-Secondary	17.363	2,634	19.292	2,926
70	Rentals Clerk	18.561	2,816	20.623	3,128
48	Secretary-Facilities	20.356	3,088	22.618	3,431
51	Secretary-ISP	21.555	3,270	23.950	3,633
11	Secretary-Secondary School	19.160	2,906	21.289	3,229
56	Secretary-SSS	20.356	3,088	22.618	3,431
39	Sheet Metal Worker/Roofer	23.487	3,832	26.097	4,258
32	SIS Database Clerk	19.160	2,906	21.289	3,229
33	Software & Network Support Aide	20.956	3,419	23.284	3,799
67	Software & Network Support Specialist	22.397	3,654	24.885	4,060
15	Special Education Assts-Group	20.356		22.618	
14	Special Education Assts-Individual(s)	22.161		24.623	
57	Staffing Asst.-Support/Teaching	18.561	2,816	20.623	3,128
20	TA-Career Resources	17.363		19.292	
22	TA-Careers	17.961		19.957	
17	TA-General/Languages	17.961		19.957	
13	TA-Laboratory	21.555	3,270	23.950	3,633
19	TA-Library	17.961		19.957	
18	TA-Marker Aide	19.758		21.953	
16	TA-SSS-ESL	19.758		21.953	
1	Teacher on Call Dispatch Clerk	19.758	2,997	21.953	3,330
44	Trades Assistant	20.887	3,408	23.208	3,786
61	Youth Worker	21.555		23.950	

WVMEA SALARY SCHEDULE 'D'
Effective January 1, 2008 to June 30, 2008
see notes Schedule II'

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
62	Accounting Clerk-District Office	20.356	3,088	22.618	3,431
65	Accounting Clerk-Secondary	19.758	2,997	21.953	3,330
5	Accounts Payable Clerk	19.160	2,906	21.289	3,229
10	Administrative Asst-Elementary School	21.555	3,270	23.950	3,633
78	Administrative Asst-IDP	19.758	2,997	21.953	3,330
50	Assistant Supervisor	23.828	3,917	26.475	4,352
73	Asst. Supervisor-Custodial Services	22.161	3,602	24.623	4,002
21	Career Resources Assistant	20.356	3,088	22.618	3,431
49	Carpenter	23.487	3,861	26.097	4,290
45	Carpenter/Locksmith	23.487	3,861	26.097	4,290
55	Circulation Clerk	17.961	2,725	19.957	3,027
74	Community Learning/Careers Asst.	20.356	3,088	22.618	3,431
75	Community Learning/Summer Camp Clerk	17.363		19.292	
34	Computer Service-Network Tech.	23.335	3,836	25.928	4,262
26	Custodian-Elementary School	17.344	2,819	19.271	3,132
28	Custodian-Primary	18.420	2,994	20.467	3,326
23	Custodian-Secondary School	17.078	2,776	18.975	3,084
71	Custodian-Senior Site - WVSS	20.507	3,333	22.785	3,703
25	Custodian-Senior Site Secondary	20.374	3,311	22.638	3,679
24	Custodian-Shift Sup.Sec.School	18.420	2,994	20.467	3,326
72	Custodian-Shift Supervisor - WVSS	20.058	3,260	22.287	3,622
27	Custodian-Snr.Site Elem.School	18.964	3,082	21.071	3,425
63	Data Entry and File Clerk	17.363	2,634	19.292	2,926
43	Delivery Person	17.363	2,855	19.292	3,172
36	Electrician	23.487	3,861	26.097	4,290
35	Electronics Technician	22.397	3,682	24.885	4,091
68	Fr. Immersion Cultural Assistant	19.160		21.289	
42	Gardener	23.487	3,861	26.097	4,290
41	Groundsperson	19.278	3,169	21.420	3,521
40	Groundsperson-Senior	21.825	3,588	24.250	3,987
69	HVAC Mechanic	23.487	3,861	26.097	4,290
37	HVAC/Welder/Fabricator	23.487	3,861	26.097	4,290
54	IMC-Purchasing Clerk	19.160	2,906	21.289	3,229
60	Information Management Clerk	19.160	2,906	21.289	3,229
66	Labourer	16.536	2,719	18.373	3,021
52	Library Cataloguer	21.470	3,257	23.855	3,619
64	Office Assistant - SSS	17.961	2,725	19.957	3,027
12	Office Support Clerk	16.765	2,543	18.628	2,826

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
47	Painter	23.487	3,861	26.097	4,290
46	Painter-Senior	24.426	4,016	27.140	4,462
4	Payroll Clerk	20.956	3,179	23.284	3,532
38	Plumber	23.487	3,861	26.097	4,290
9	Print Shop Clerk	20.356	3,088	22.618	3,431
7	Purchasing Clerk	19.160	2,906	21.289	3,229
8	Receptionist-Board Office	19.160	2,906	21.289	3,229
77	Receptionist-ISP	17.961	2,725	19.957	3,027
31	Receptionist-Secondary	17.363	2,634	19.292	2,926
70	Rentals Clerk	18.561	2,816	20.623	3,128
48	Secretary-Facilities	20.356	3,088	22.618	3,431
51	Secretary-ISP	21.555	3,270	23.950	3,633
11	Secretary-Secondary School	19.160	2,906	21.289	3,229
56	Secretary-SSS	20.356	3,088	22.618	3,431
39	Sheet Metal Worker/Roofer	23.487	3,861	26.097	4,290
32	SIS Database Clerk	19.160	2,906	21.289	3,229
33	Software & Network Support Aide	20.956	3,445	23.284	3,828
67	Software & Network Support Specialist	22.397	3,682	24.885	4,091
15	Special Education Assts-Group	20.356		22.618	
14	Special Education Assts-Individuals)	22.161		24.623	
57	Staffing Asst.-Support/Teaching	18.561	2,816	20.623	3,128
20	TA-Career Resources	17.363		19.292	
22	TA-Careers	17.961		19.957	
17	TA-General/Languages	17.961		19.957	
13	TA-Laboratory	21.555	3,270	23.950	3,633
19	TA-Library	17.961		19.957	
18	TA-Marker Aide	19.758		21.953	
16	TA-SSS-ESL	19.758		21.953	
1	Teacher on Call Dispatch Clerk	19.758	2,997	21.953	3,330
44	Trades Assistant	20.887	3,434	23.208	3,815
61	Youth Worker	21.555		23.950	

WVMEA SALARY SCHEDULE 'E'
Effective July 1, 2008 to December 31, 2008
see notes Schedule 'H'

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
62	Accounting Clerk-District Office	20.764	3,150	23.071	3,500
65	Accounting Clerk-Secondary	20.154	3,057	22.393	3,397
5	Accounts Payable Clerk	19.544	2,965	21.715	3,294
10	Administrative Asst-Elementary School	21.986	3,335	24.429	3,706
78	Administrative Asst-IDP	20.154	3,057	22.393	3,397
50	Assistant Supervisor	24.305	3,996	27.005	4,439
73	Asst. Supervisor-Custodial Services	22.604	3,674	25.116	4,082
21	Career Resources Assistant	20.764	3,150	23.071	3,500
49	Carpenter	24.497	4,027	27.219	4,475
45	Carpenter/Locksmith	24.497	4,027	27.219	4,475
55	Circulation Clerk	18.321	2,779	20.357	3,088
74	Community Learning/Careers Asst.	20.764	3,150	23.071	3,500
75	Community Learning/Summer Camp Clerk	17.710		19.678	
34	Computer Service-Network Tech.	23.802	3,913	26.447	4,348
26	Custodian-Elementary School	17.691	2,875	19.657	3,195
28	Custodian-Primary	18.789	3,054	20.877	3,393
23	Custodian-Secondary School	17.420	2,831	19.355	3,146
71	Custodian-Senior Site - WVSS	20.917	3,399	23.241	3,777
25	Custodian-Senior Site Secondary	20.782	3,378	23.091	3,753
24	Custodian-Shift Sup.Sec.School	18.789	3,054	20.877	3,393
72	Custodian-Shift Supervisor - WVSS	20.460	3,325	22.733	3,695
27	Custodian-Snr.Site Elem.School	19.344	3,144	21.493	3,493
63	Data Entry and File Clerk	17.710	2,687	19.678	2,985
43	Delivery Person	17.710	2,912	19.678	3,235
36	Electrician	24.497	4,027	27.219	4,475
35	Electronics Technician	22.845	3,756	25.383	4,173
68	Fr. Immersion Cultural Assistant	19.544		21.715	
42	Gardener	24.497	4,027	27.219	4,475
41	Groundsperson	19.664	3,233	21.849	3,592
40	Groundsperson-Senior	22.262	3,660	24.735	4,066
69	HVAC Mechanic	24.497	4,027	27.219	4,475
37	HVAC/Welder/Fabricator	24.497	4,027	27.219	4,475
54	IMC-Purchasing Clerk	19.544	2,965	21.715	3,294
60	Information Management Clerk	19.544	2,965	21.715	3,294
66	Labourer	16.867	2,773	18.741	3,081
52	Library Cataloguer	21.900	3,322	24.333	3,691
64	Office Assistant - SSS	18.321	2,779	20.357	3,088
12	Office Support Clerk	17.101	2,594	19.001	2,882

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
47	Painter	24.497	4,027	27.219	4,475
46	Painter-Senior	25.455	4,185	28.283	4,650
4	Payroll Clerk	21.375	3,242	23.750	3,603
38	Plumber	24.497	4,027	27.219	4,475
9	Print Shop Clerk	20.764	3,150	23.071	3,500
7	Purchasing Clerk	19.544	2,965	21.715	3,294
8	Receptionist-Board Office	19.544	2,965	21.715	3,294
77	Receptionist-ISP	18.321	2,779	20.357	3,088
31	Receptionist-Secondary	17.710	2,687	19.678	2,985
70	Rentals Clerk	18.932	2,872	21.036	3,191
48	Secretary-Facilities	20.764	3,150	23.071	3,500
51	Secretary-ISP	21.986	3,335	24.429	3,706
11	Secretary-Secondary School	19.544	2,965	21.715	3,294
56	Secretary-SSS	20.764	3,150	23.071	3,500
39	Sheet Metal Worker/Rofer	24.497	4,027	27.219	4,475
32	SIS Database Clerk	19.544	2,965	21.715	3,294
33	Software & Network Support Aide	21.375	3,514	23.750	3,904
67	Software & Network Support Specialist	22.845	3,756	25.383	4,173
15	Special Education Assts-Group	20.764		23.071	
14	Special Education Assts-Individuals)	22.604		25.116	
57	Staffing Asst.-Support/Teaching	18.932	2,872	21.036	3,191
20	TA-Career Resources	17.710		19.678	
22	TA-Careers	18.321		20.357	
17	TA-General/Languages	18.321		20.357	
13	TA-Laboratory	21.986	3,335	24.429	3,706
19	TA-Library	18.321		20.357	
18	TA-Marker Aide	20.154		22.393	
16	TA-SSS-ESL	20.154		22.393	
1	Teacher on Call Dispatch Clerk	20.154	3,057	22.393	3,397
44	Trades Assistant	21.306	3,503	23.673	3,892
61	Youth Worker	21.986		24.429	

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
62	Accounting Clerk-District Office	20.764	3,150	23.071	3,500
65	Accounting Clerk-Secondary	20.154	3,057	22.393	3,397
5	Accounts Payable Clerk	19.544	2,965	21.715	3,294
10	Administrative Asst-Elementary School	21.986	3,335	24.429	3,706
78	Administrative Asst-IDP	20.154	3,057	22.393	3,397
50	Assistant Supervisor	24.305	3,965	27.005	4,406
73	Asst. Supervisor-Custodial Services	22.604	3,674	25.116	4,082
21	Career Resources Assistant	20.764	3,150	23.071	3,500
49	Carpenter	24.497	3,997	27.219	4,441
45	Carpenter/Locksmith	24.497	3,997	27.219	4,441
55	Circulation Clerk	18.321	2,779	20.357	3,088
74	Community Learning/Careers Asst.	20.764	3,150	23.071	3,500
75	Community Learning/Summer Camp Clerk	17.710		19.678	
34	Computer Service-Network Tech.	23.802	3,883	26.447	4,315
26	Custodian-Elementary School	17.691	2,875	19.657	3,195
28	Custodian-Primary	18.789	3,054	20.877	3,393
23	Custodian-Secondary School	17.420	2,831	19.355	3,146
71	Custodian-Senior Site - WVSS	20.917	3,399	23.241	3,777
25	Custodian-Senior Site Secondary	20.782	3,378	23.091	3,753
24	Custodian-Shift Sup.Sec.School	18.789	3,054	20.877	3,393
72	Custodian-Shift Supervisor - WVSS	20.460	3,325	22.733	3,695
27	Custodian-Snr.Site Elem.School	19.344	3,144	21.493	3,493
63	Data Entry and File Clerk	17.710	2,687	19.678	2,985
43	Delivery Person	17.710	2,889	19.678	3,210
36	Electrician	24.497	3,997	27.219	4,441
35	Electronics Technician	22.845	3,727	25.383	4,141
68	Fr. Immersion Cultural Assistant	19.544		21.715	
42	Gardener	24.497	3,997	27.219	4,441
41	Groundsperson	19.664	3,208	21.849	3,565
40	Groundsperson-Senior	22.262	3,632	24.735	4,035
69	HVAC Mechanic	24.497	3,997	27.219	4,441
37	HVAC/Welder/Fabricator	24.497	3,997	27.219	4,441
54	IMC-Purchasing Clerk	19.544	2,965	21.715	3,294
60	Information Management Clerk	19.544	2,965	21.715	3,294
66	Labourer	16.867	2,752	18.741	3,058
52	Library Cataloguer	21.900	3,322	24.333	3,691
64	Office Assistant - SSS	18.321	2,779	20.357	3,088
12	Office Support Clerk	17.101	2,594	19.001	2,882

WVMEA SALARY SCHEDULE 'F'

Effective January 1, 2009 to June 30, 2009

see notes Schedule W'

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
47	Painter	24.497	3,997	27.219	4,441
46	Painter-Senior	25.455	4,153	28.283	4,614
4	Payroll Clerk	21.375	3,242	23.750	3,603
38	Plumber	24.497	3,997	27.219	4,441
9	Print Shop Clerk	20.764	3,150	23.071	3,500
7	Purchasing Clerk	19.544	2,965	21.715	3,294
8	Receptionist-Board Office	19.544	2,965	21.715	3,294
77	Receptionist-ISP	18.321	2,779	20.357	3,088
31	Receptionist-Secondary	17.710	2,687	19.678	2,985
70	Rentals Clerk	18.932	2,872	21.036	3,191
48	Secretary-Facilities	20.764	3,150	23.071	3,500
51	Secretary-ISP	21.986	3,335	24.429	3,706
11	Secretary-Secondary School	19.544	2,965	21.715	3,294
56	Secretary-SSS	20.764	3,150	23.071	3,500
39	Sheet Metal Worker/Roofer	24.497	3,997	27.219	4,441
32	SIS Database Clerk	19.544	2,965	21.715	3,294
33	Software & Network Support Aide	21.375	3,487	23.750	3,875
67	Software & Network Support Specialist	22.845	3,727	25.383	4,141
15	Special Education Assts-Group	20.764		23.071	
14	Special Education Assts-Individual(s)	22.604		25.116	
57	Staffing Asst.-Support/Teaching	18.932	2,872	21.036	3,191
20	TA-Career Resources	17.710		19.678	
22	TA-Careers	18.321		20.357	
17	TA-General/Languages	18.321		20.357	
13	TA-Laboratory	21.986	3,335	24.429	3,706
19	TA-Library	18.321		20.357	
18	TA-Marker Aide	20.154		22.393	
16	TA-SSS-ESL	20.154		22.393	
1	Teacher on Call Dispatch Clerk	20.154	3,057	22.393	3,397
44	Trades Assistant	21.306	3,476	23.673	3,862
61	Youth Worker	21.986		24.429	

Job	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
62	Accounting Clerk-District Office	21.180	3,213	23.533	3,570
65	Accounting Clerk-Secondary	20.557	3,118	22.841	3,465
5	Accounts Payable Clerk	19.935	3,024	22.150	3,360
10	Administrative Asst-Elementary School	22.426	3,402	24.918	3,780
78	Administrative Asst-IDP	20.557	3,118	22.841	3,465
50	Assistant Supervisor	24.791	4,045	27.546	4,494
73	Asst. Supervisor-Custodial Services	23.057	3,747	25.619	4,164
21	Career Resources Assistant	21.180	3,213	23.533	3,570
49	Carpenter	25.258	4,121	28.064	4,578
45	Carpenter/Locksmith	25.258	4,121	28.064	4,578
55	Circulation Clerk	18.689	2,835	20.765	3,150
74	Community Learning/Careers Asst.	21.180	3,213	23.533	3,570
75	Community Learning/Summer Camp Clerk	18.065		20.072	
34	Computer Service-Network Tech.	24.278	3,961	26.976	4,401
26	Custodian-Elementary School	18.046	2,933	20.051	3,259
28	Custodian-Primary	19.166	3,115	21.295	3,461
23	Custodian-Secondary School	17.769	2,888	19.743	3,209
71	Custodian-Senior Site - WVSS	21.335	3,468	23.706	3,853
25	Custodian-Senior Site Secondary	21.198	3,445	23.553	3,828
24	Custodian-Shift Sup.Sec.School	19.166	3,115	21.295	3,461
72	Custodian-Shift Supervisor - WVSS	20.869	3,392	23.188	3,769
27	Custodian-Snr.Site Elem.School	19.731	3,207	21.923	3,563
63	Data Entry and File Clerk	18.065	2,740	20.072	3,045
43	Delivery Person	18.065	2,947	20.072	3,275
36	Electrician	25.258	4,121	28.064	4,578
35	Electronics Technician	23.302	3,802	25.891	4,224
68	Fr. Immersion Cultural Assistant	19.935		22.150	
42	Gardener	25.258	4,121	28.064	4,578
41	Groundsperson	20.057	3,272	22.286	3,636
40	Groundsperson-Senior	22.707	3,705	25.230	4,116
69	HVAC Mechanic	25.258	4,121	28.064	4,578
37	HVAC/Welder/Fabricator	25.258	4,121	28.064	4,578
54	IMC-Purchasing Clerk	19.935	3,024	22.150	3,360
60	Information Management Clerk	19.935	3,024	22.150	3,360
66	Labourer	17.204	2,807	19.116	3,119
52	Library Cataloguer	22.338	3,388	24.820	3,765
64	Office Assistant - SSS	18.689	2,835	20.765	3,150
12	Office Support Clerk	17.444	2,646	19.382	2,940

WVMEA SALARY SCHEDULE 'G'

Effective July 1, 2009 to June 30, 2010

see notes Schedule 'H'

Job No.	JJEC Position Description	Hr/Rate (Step 1)	Monthly* (Full-time)	Hr/Rate (Step 2)	Monthly* (Full-time)
47	Painter	25.258	4,121	28.064	4,578
46	Painter-Senior	26.234	4,280	29.149	4,755
4	Payroll Clerk	21.803	3,307	24.225	3,675
38	Plumber	25.258	4,121	28.064	4,578
9	Print Shop Clerk	21.180	3,213	23.533	3,570
7	Purchasing Clerk	19.935	3,024	22.150	3,360
8	Receptionist-Board Office	19.935	3,024	22.150	3,360
77	Receptionist-ISP	18.689	2,835	20.765	3,150
31	Receptionist-Secondary	18.065	2,740	20.072	3,045
70	Rentals Clerk	19.311	2,929	21.457	3,255
48	Secretary-Facilities	21.180	3,213	23.533	3,570
51	Secretary-ISP	22.426	3,402	24.918	3,780
11	Secretary-Secondary School	19.935	3,024	22.150	3,360
56	Secretary-SSS	21.180	3,213	23.533	3,570
39	Sheet Metal Worker/Roofer	25.258	4,121	28.064	4,578
32	SIS Database Clerk	19.935	3,024	22.150	3,360
33	Software & Network Support Aide	21.803	3,557	24.225	3,952
67	Software & Network Support Specialist	23.302	3,802	25.891	4,224
15	Special Education Assts-Group	21.180		23.533	
14	Special Education Assts-Individual(s)	23.057		25.619	
57	Staffing Asst.-Support/Teaching	19.311	2,929	21.457	3,255
20	TA-Career Resources	18.065		20.072	
22	TA-Careers	18.689		20.765	
17	TA-General/Languages	18.689		20.765	
13	TA-Laboratory	22.426	3,402	24.918	3,780
19	TA-Library	18.689		20.765	
18	TA-Marker Aide	20.557		22.841	
16	TA-SSS-ESL	20.557		22.841	
1	Teacher on Call Dispatch Clerk	20.557	3,118	22.841	3,465
44	Trades Assistant	21.732	3,546	24.147	3,939
61	Youth Worker	22.426		24.918	

SCHEDULE 'H'
Notes to the Salary Schedules

	SCHEDULE A July 2006 - December 2006	SCHEDULE B January 2007 - June 2007	SCHEDULE C July 2007 - December 2007	SCHEDULE D January 2008 - June 2008	SCHEDULE E July 2008 - December 2008	SCHEDULE F January 2009 - June 2009	SCHEDULE G July 2009 - June 2010
1 Facilities Staff annual salary amounts will be based on:	260 days	261 days	261 days	263 days	263 days	261 days	261 days
2 All employees, when a major portion of their shift is required after 3:00 p.m. will be paid an Afternoon Shift Bonus.	\$0.667/hour \$108.39/month	\$0.667/hour \$108.39/month	\$0.680/hour \$110.50/month	\$0.680/hour \$110.50/month	\$0.694/hour \$112.78/month	\$0.694/hour \$112.78/month	\$0.708/hour \$115.05/month
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 half percent (7-1/2%) of basic salary per month will be paid or on a pro-rata basis for part-time employees.	X	X	X	X	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 [i.e. twelve or sixteen hours per week (12 or 16%) above the basic hourly rate].	X	X	X	X	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 Primary Salary Schedule.	X	X	X	X	X	X	X

		SCHEDULE A July 2006 - December 2006	SCHEDULE B January 2007 - June 2007	SCHEDULE C July 2007 - December 2007	SCHEDULE D January 2008 - June 2008	SCHEDULE E July 2008 - December 2008	SCHEDULE F January 2009 - June 2009	SCHEDULE G July 2009 - June 2010
6	Allowance for performing First Aid duties:	\$0.823/hour \$125.00/month	\$0.823/hour \$125.00/month	\$0.839/hour \$128.00/month	\$0.839/hour \$128.00/month	\$0.856/hour \$130.00/month	\$0.856/hour \$130.00/month	\$0.873/hour \$133.00/month
7	The progression from Step 1 to Step 2 will occur after twelve (12) consecutive months from the date in which the employee starts in an established position.	X	X	X	X	X	X	X
8	Chargehand rate for supervision of 3 or more employees:	\$1.021/hour	\$1.021/hour	\$1.041/hour	\$1.041/hour	\$1.062/hour	\$1.062/hour	\$1.083/hour
9	Dual Certification Allowance - Premium rate for holding 2 or more trades certifications as approved by the Secretary-Treasurer:	\$1.021/hour	\$1.021/hour	\$1.041/hour	\$1.041/hour	\$1.062/hour	\$1,062/hour	\$1.083/hour
10	Student Worker - Base rate: Base rate plus 12% in lieu of benefits:	\$9.118/hour \$10.212/hour	\$9.118/hour \$10.212/hour	\$9.300/hour \$10.416/hour	\$9.300/hour \$10.416/hour	\$9.486/hour \$10.624/hour	\$9.486/hour \$10.624/hour	\$9.676/hou r \$10.837/hour
11	Temporary Seasonal Worker - Base rate: Base rate plus 12% in lieu of benefits:	\$12.095/hour \$13.546/hour	\$12.095/hour \$13,546/hour	\$12.337/hour \$13.817/hour	\$12.337/hour \$13.817/hour	\$12.584/hour \$14.094/hour	\$12.584/hour \$14.094/hour	\$12.836/hour \$14.376/hour

APPENDIX ONE
Summary of Gender Neutral JJEC Pay Equity Plan

Point Band	From	To	Mid-point	Job No.	JJEC Position Description	JJEC Points	Predicted Target Rate June 30/06	JJEC Predicted Target Rate July 1/06	JJEC Predicted Target Rate July 1/07	JJEC Predicted Target Rate July 1/08	JJEC Predicted Target Rate July 1/09
14	767	806	786.5	50	Assistant Supervisor	776.33	26.253	26.778	27.314	27.860	28.417
13	727	766	746.5		Not Assigned						
12	687	726	706.5	69	HVAC Mechanic	721.34	24.967	25.466	25.976	26.495	27.025
12	687	726	706.5	36	Electrician	691.34	24.967	25.466	25.976	26.495	27.025
11	646	686	666	38	Plumber	664.34	24.324	24.810	25.307	25.813	26.329
11	646	686	666	34	Computer Service Specialist-Network Tech.	658.33	24.324	24.810	25.307	25.813	26.329
11	646	686	666	59	Carpenter-Senior	655.67	24.324	24.810	25.307	25.813	26.329
11	646	686	666	46	Painter-Senior	652.33	24.324	24.810	25.307	25.813	26.329
11	646	686	666	45	Carpenter/Locksmith	647.67	24.324	24.810	25.307	25.813	26.329
10	605	645	625	73	Assistant Supervisor - Custodial	640.00	23.666	24.139	24.622	25.115	25.617
10	605	645	625	49	Carpenter	632.34	23.666	24.139	24.622	25.115	25.617
10	605	645	625	37	HVAC/Welder/Fabricator	629.34	23.666	24.139	24.622	25.115	25.617
10	605	645	625	35	Electronics Technician	627.00	23.666	24.139	24.622	25.115	25.617
10	605	645	625	39	Sheet Metal Worker/Rofer	617.34	23.666	24.139	24.622	25.115	25.617
10	605	645	625	14	Special Education Assistant - Individual(s)	609.34	23.666	24.139	24.622	25.115	25.617
9	565	604	584.5	13	TA-Laboratory	601.34	23.019	23.479	23.949	24.428	24.917
9	565	604	584.5	51	Administrative Assistant-ISP	588.66	23.019	23.479	23.949	24.428	24.917
9	565	604	584.5	10	Administrative Assistant-Elementary School	580.66	23.019	23.479	23.949	24.428	24.917
9	565	604	584.5	67	Software & Network Support Specialist	573.34	23.019	23.479	23.949	24.428	24.917
9	565	604	584.5	61	Youth Worker	572.67	23.019	23.479	23.949	24.428	24.917
9	565	604	584.5	71	Custodian-Senior Site WVSS	569.00	23.019	23.479	23.949	24.428	24.917
8	525	564	544.5	33	Software & Network Support Aide	558.34	22.379	22.827	23.283	23.749	24.224

Point Band	From	To	Mid-p oint	Job No.	JJEC Position Description	JJEC Points	Predicted	JJEC	JJEC	JJEC	JJEC
							Target Rate	Predicted Target Rate	Predicted Target Rate	Predicted Target Rate	Predicted Target Rate
							June 30/06	July 1/06	July 1/07	July 1/08	July 1/09
8	525	564	544.5	25	Custodian-Senior Site Secondary	554.00	22.379	22.827	23.283	23.749	24.224
8	525	564	544.5	40	Groundsperson-Senior	551.33	22.379	22.827	23.283	23.749	24.224
8	525	564	544.5	4	Payroll Clerk	551.00	22.379	22.827	23.283	23.749	24.224
8	525	564	544.5	42	Gardener	529.00	22.379	22.827	23.283	23.749	24.224
7	485	524	504.5	47	Painter	517.67	21.739	22.174	22.617	23.070	23.531
7	485	524	504.5	27	Custodian-Senior Site Elementary School	515.67	21.739	22.174	22.617	23.070	23.531
7	485	524	504.5	72	Custodian-Shift Supervisor WVSS	507.34	21.739	22.174	22.617	23.070	23.531
7	485	524	504.5	48	Secretary-Facilities	506.34	21.739	22.174	22.617	23.070	23.531
7	485	524	504.5	62	Accounting Clerk - District Office	506.00	21.739	22.174	22.617	23.070	23.531
7	485	524	504.5	15	Special Education Assistant - Group	506.00	21.739	22.174	22.617	23.070	23.531
7	485	524	504.5	9	Print Shop Operator	519.00	21.739	22.174	22.617	23.070	23.531
7	485	524	504.5	74	Community Learning/Summer Prog. Asst.	494.66	21.739	22.174	22.617	23.070	23.531
7	485	524	504.5	52	Library Cataloguer	494.00	21.739	22.174	22.617	23.070	23.531
7	485	524	504.5	21	Career Resources Assistant	491.34	21.739	22.174	22.617	23.070	23.531
7	485	524	504.5	56	Secretary-SSS	486.34	21.739	22.174	22.617	23.070	23.531
6	445	484	464.5	65	Accounting Clerk - Secondary	482.00	21.100	21.522	21.952	22.391	22.839
6	445	484	464.5	18	TA-Marker Aide	477.34	21.100	21.522	21.952	22.391	22.839
6	445	484	464.5	78	Administrative Assistant - IDP	475.34	21.100	21.522	21.952	22.391	22.839
6	445	484	464.5	28	Custodian-Primary	468.34	21.100	21.522	21.952	22.391	22.839
6	445	484	464.5	24	Custodian-Shift Supervisor Secondary School	459.34	21.100	21.522	21.952	22.391	22.839
6	445	484	464.5	1	Teacher on Call Dispatch Clerk	453.34	21.100	21.522	21.952	22.391	22.839
6	445	484	464.5	44	Trades Assistant	452.34	21.100	21.522	21.952	22.391	22.839
6	445	484	464.5	16	Special Education Assistant-ESL	452.00	21.100	21.522	21.952	22.391	22.839
5	405	444	424.5	54	IMC-Purchasing Clerk	429.34	20.461	20.870	21.288	21.713	22.148
5	405	444	424.5	5	Accounts Payable Clerk	429.34	20.461	20.870	21.288	21.713	22.148
5	405	444	424.5	32	SIS Database Clerk	421.34	20.461	20.870	21.288	21.713	22.148
5	405	444	424.5	68	French Immersion Cultural Assistant	421.34	20.461	20.870	21.288	21.713	22.148
5	405	444	424.5	7	Purchasing Clerk	413.34	20.461	20.870	21.288	21.713	22.148
5	405	444	424.5	60	Information Management Clerk	413.34	20.461	20.870	21.288	21.713	22.148

Point Band	From	To	Mid-point	Job No.	JJEC Position Description	JJEC Points	Predicted	JJEC	JJEC	JJEC	JJEC
							Target Rate	Predicted Target Rate	Predicted Target Rate	Predicted Target Rate	Predicted Target
5	405	444	424.5	11	Secretary-Secondary School	413.00	20.461	20.870	21.288	21.713	22.148
5	405	444	424.5	8	Receptionist-Board Office	410.00	20.461	20.870	21.288	21.713	22.148
5	405	444	424.5	26	Custodian-Elementary School	409.34	20.461	20.870	21.288	21.713	22.148
4	365	404	384.5	70	Rentals Clerk	386.34	19.821	20.217	20.622	21.034	21.455
4	365	404	384.5	57	Staffing Assistant - Support/Teaching	385.34	19.821	20.217	20.622	21.034	21.455
3	325	364	344.5	22	TA-Careers	361.34	19.181	19.565	19.956	20.355	20.762
3	325	364	344.5	19	TA-Library	361.00	19.181	19.565	19.956	20.355	20.762
3	325	364	344.5	17	TA-General/Languages	351.00	19.181	19.565	19.956	20.355	20.762
3	325	364	344.5	55	Circulation Clerk	346.34	19.181	19.565	19.956	20.355	20.762
3	325	364	344.5	64	Office Assistant-SSS	346.34	19.181	19.565	19.956	20.355	20.762
3	325	364	344.5	41	Groundsperson	339.00	19.181	19.565	19.956	20.355	20.762
3	325	364	344.5	77	Receptionist - ISP	326.34	19.181	19.565	19.956	20.355	20.762
2	285	324	304.5	20	TA-Career Resources	322.34	18.542	18.913	19.291	19.677	20.070
2	285	324	304.5	63	Data Entry and File Clerk	303.34	18.542	18.913	19.291	19.677	20.070
2	285	324	304.5	23	Custodian-Secondary School	295.34	18.542	18.913	19.291	19.677	20.070
2	285	324	304.5	43	Delivery Person	292.67	18.542	18.913	19.291	19.677	20.070
2	285	324	304.5	66	Labourer	292.34	18.542	18.913	19.291	19.677	20.070
2	285	324	304.5	31	Receptionist-Secondary	291.00	18.542	18.913	19.291	19.677	20.070
2	285	324	304.5	75	Community Learning/Summer Camp Clerk	287.34	18.542	18.913	19.291	19.677	20.070
1	245	284	264.5	76	Community Learning Night Class Support Clerk	267.34	17.903	18.261	18.626	18.999	19.379
1	245	284	264.5	12	Office Support Clerk	247.34	17.903	18.261	18.626	18.999	19.379

APPENDIX TWO
Framework Letter of Understanding, May 2006

Letter of Understanding (LOU)
Between
BC Public School Employers' Association
And
School Boards who are Signatories to this LOU
And
Support Staff Unions who are Signatories to this LOU

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

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

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

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

Term

July 1, 2006 to June 30, 2010

General Wage Increase

July 1, 2006	2%
July 1, 2007	2%
July 1, 2008	2%
July 1, 2009	2%

Incentive Payment

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

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

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

- For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is an employee who worked on a full-time basis for the period of July 1, 2005 to June 30, 2006. For the purposes of this payment, "full-time" means the greater of 35 hours per week or the definition of "full-time" employee set out in the collective agreement. If ratification occurs prior to June 30, 2006, the incentive payment would be based from September 1 2005 to the date of ratification. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked.
- The one-time payment is subject to normal statutory deductions.
- Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:
 - maternity or parental
 - short-term disability
 - long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date
 - leaves granted to employees in receipt of workers' compensation benefits

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

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

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

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

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

Skills Enhancement and Retraining Funding

3. The Committee will be provided with a one-time payment equal to a province-wide maximum of \$3,000,000, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with \$1.5 million). These monies will be used to support skills training, retraining, or professional enhancement for support staff employees.
4. The funding will be available to all support staff employees whose support staff unions become signatories to this Letter of Understanding.
5. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Apprenticeship Opportunities Funding

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

Apprentice Sponsor Funding

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

July 1, 2007 \$828,000

- 10 It is understood that employees with Trade Qualifications will provide guidance and support to apprentice employees as directed by their employer.
11. The funding will be available to all support staff employees whose bargaining agents becomes signatories to a Letter of Understanding containing the terms and conditions outlined herein.
12. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.
13. Upon request, the Committee shall provide to the Ministry of Education a report in the form and manner as prescribed by the Ministry, showing the expenditures made to date and the estimated future expenditures from the funding provided.

Workforce Adjustment Committee Funding

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

Labour Market Adjustment Fund

17. Subject to the approval of the Committee, a district may address demonstrated recruitment or retention issues that can be objectively determined with reference to specific criteria, including:
 - i. Demonstrating evidence of recruitment or retention difficulties;
 - ii. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;

- iii. Identifying which occupations and the number of employees that will be affected by the adjustment;
- iv. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
- v. Demonstrating that the employer has provided significant training to employees in an occupation, and that a business case can be made for an adjustment.

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

18. In addition, the Committee shall be provided with Labour Market Adjustment funding in the following maximum amounts, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the Committee will be provided with 50% of the funding set out below):

July 1, 2007	\$1,656,000
July 1, 2008	\$828,000
July 1, 2009	\$828,000

19. The funding will be available to all support staff employees whose bargaining agents become signatories to this Letter of Understanding.

20. In order to access the funding set out in paragraph 18 above, districts and locals must make joint application to the Committee and must demonstrate that the funding sought will be used to address recruitment and retention issues on the basis of the criteria set out in paragraph 17 above. The provision of this funding will be subject to the approval of PSEC.

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

22. The continuation of the Labour Market Adjustment Fund beyond July 1, 2009 shall be determined during the next round of collective bargaining between the parties.

Trades Adjustment

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

July 1, 2006	\$1,656,000
July 1, 2007	\$828,000

24. The amount of the wage increase shall be determined by dividing the available monies in each year equally between employees with Trades Qualifications in signatory bargaining units.

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

Liaison on Education Policy Matters

27. The Minister of Education will establish scheduled opportunities for representatives of support staff unions to discuss education policy matters that have employment implications for their bargaining unit members.

Education Assistants Committee

28. During this round of collective bargaining, representatives of the support staff unions raised concerns with educational assistants working hours and not being paid.

29. The parties agree to establish an Educational Assistants Committee which shall consist of two (2) representatives of support staff unions who are signatories to this LOU and two (2) representatives of BCPSEA by no later than July 1, 2006. The committee shall investigate and make recommendations concerning this issue, including directions for resolution to Districts and locals.

Long Term Disability and Joint Early Intervention

30. Employers whose bargaining units become signatories to this LOU and who are not currently members of the Public Education Benefits Trust (PEBT) shall become members of the PEBT (including the operation of the Joint Early Intervention Service). It is understood that Government will provide the PEBT with funding in the maximum amount of \$7.9 million dollars annually for this purpose, pro-rated based on the support staff salary expenditures reported in the 2005-2006 audited financial statements of Districts whose support staff unions which become signatories to this Letter of Understanding (for example if unions representing 50% of support staff salary expenditures in the Province become signatories to this LOU, the maximum financial commitment of Government shall be \$3.95 million). Subject to the above, funding will be provided on the first business day after July 1, 2006, and on the first business day after January 1 in each calendar year commencing January 1, 2007. The parties further agree that in order to access the government funded LTD plan and the Joint Early Intervention Service they shall place their dental, extended health, group life insurance and, where applicable, accidental death and dismemberment benefit coverage as soon as the PEBT is able to take on this responsibility.

31. Once the PEBT is able to do so, the parties agree that they will participate on the following conditions:

- a. If there is no penalty clause in the current contract(s) with existing benefit carrier(s)/consultants, as soon as possible; or
- b. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

32. The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

Fiscal Dividend

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

THE PARTIES AGREE AS FOLLOWS:

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

1.0 Fiscal Dividend:

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

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus; i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.

iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

1.3 Each bargaining unit member who is a regular employee of the School District on March 31, 2010 shall be eligible to receive the Fiscal Dividend Bonus.

1.4 The fiscal dividend payment shall be an amount as described in clause 1.2 above for each regular full time equivalent employee and shall be pro-rated for regular part time employees. For the purpose of the determination of the amount of the fiscal dividend payment, a full time equivalent employee is a regular employee who worked on a full time basis for the period September 1, 2009 – June 30, 2010. The fiscal dividend payment for a regular employee who worked less than full time over this period of time shall be pro-rated based on the actual straight-time hours worked as a percentage of full time hours. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's dividend payment:

- All leaves with pay
- Maternity and parental leave
- All unpaid medical leaves that commenced between July 1, 2009 and June 30, 2010

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