



# AGREEMENT

# BETWEEN

# THE BOARD OF EDUCATION OF

# SCHOOL DISTRICT NO. 45 (WEST VANCOUVER)

AND

# THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

July 1, 2014 – June 30, 2019

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THIS AGREEMENT made the 1<sup>st</sup> day of July Two Thousand and Fourteen (2014)

**BETWEEN**:

# BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 45 (WEST VANCOUVER), hereinafter called the "Board"

AND:

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

# 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, 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 five (5) years, with effect from the first day of July, 2014 and shall remain in full force and effect thereafter unless either party, at least two (2) months prior to the expiry date of the 30<sup>th</sup> of June 2019 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

# 104.1 Employee Categories

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

# (a) <u>Permanent Full-time Employee</u>

"Permanent Full-time Employee" shall mean 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 short-term, fee paying hours, as governed by Letter of Understanding No.5.

# (b) <u>Permanent Part-time Employee</u>

"Permanent Part-time Employee" shall mean 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 short-term, fee paying hours, as governed by Letter of Understanding No. 5.

# (c) **Probationary Employee**

"Probationary Employee" shall mean those employees who are employed in any established position:

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

Temporary Employees who successfully obtain a permanent job in the same job description without a break in service will have their time in that temporary position credited towards their probationary period.

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.

# (d) Casual Employee

"Casual Employee" shall mean those employees who may be employed by the Board for work of a recurring but non-continuous nature, such as,

- i. substitute on a day-by-day basis;
- ii. substitute for an employee who is absent for an unspecified period of time; and/or
- iii. 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.

#### (e) Temporary Employee

"Temporary Employee" shall mean 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 Temporary 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 Labour Management Committee

The Labour Management Committee shall be composed of representatives from the Association and senior administration of the 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.

#### 106.2 <u>Standing Joint Job Evaluation Committee (SJJEC)</u>

The SJJEC 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 SJJEC'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 SJJEC'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 SJJEC 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 Board and the Association for inclusion in negotiations.

All positions (i.e. job descriptions and evaluations) within the organization shall be developed and rated by the 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 Association and the 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 Manager/Administrator which the employee believes may be the basis for disciplinary action.

- (b) Where a Manager/Administrator intends to interview an employee for disciplinary purposes, the Manager/Administrator 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 Manager/Administrator in the exercise of his/her authority.
- (c) This Article 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 Manager/Administrator'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 Manager/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 Manager/Administrator, with a copy to the Association Executive. The aggrieved, with the Shop Steward or other Association representative, shall meet with the Manager/Administrator and the Assistant Superintendent or designate 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 Chair of the Board (or his/her 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 Arbitration as set out in this Agreement.
- **110.3** 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 chair of that Board.
- **112.2** <u>Single Arbitrator</u> 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** <u>Three-Member Board</u> 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 Chair. If the two (2) members fail to agree upon the Chair in the time specified, either party may apply to the Minister of Labour to appoint a Chair. 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 - <u>Remuneration and Employee Benefits</u>

- **200.1** The salary schedule will establish Step 1 as 90% of Step 2 in all classifications.
- **200.2** The progession 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.
- 200.3 Casual employees will be paid at the prevailing Step 1 salary rate.
- **200.4** Casual and/or Temporary employees who have attained the equivalent of one full year of full-time service in a job position in which they have provided casual or temporary service will be placed at the Step 2 rate for that position. The adjustments will be reviewed and made effective annually on July 1st.
- **200.5** The Parties recognize the Public Education Benefits Trust ("PEBT") as the current provider of employee benefits to support staff. Information about the PEBT can be found at <u>www.pebt.ca</u>.

# Article 204 - Medical Services Plan (MSP)

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

# Article 206 - Extended Health Benefits (EHB)

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

# 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"	12	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 Life 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 Life Insurance Coverage -** two (2) years' basic salary - rounded up to the nearest \$1,000.00

#### Article 212 - <u>Registered Retirement Savings Plan</u>

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 Bank. 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 (LTD) Plan

All permanent employees who are employed on the basis of fifteen (15) 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.

# 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 WorkSafe BC cases, the time not paid by WorkSafe BC shall be treated as sickness and the loss of salary paid by the 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 Manager/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.

<u>Employees who are laid off and receive gratuity pay</u> 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.

<u>Employees who resign and receive gratuity pay</u> 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 – <u>Municipal Pension Plan</u>

**222.1** All permanent employees retiring upon reaching the minimum retirement age of fifty-five (55) 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 written confirmation from the Municipal Pension Plan that the employee is receiving pension benefits.

- **222.2** Any employee who reaches the normal retirement age of sixty-five (65) may elect to retire immediately or may elect to continue to work. In such cases, all benefits and perquisites shall continue during this period unless prohibited by Statute or by contracts with benefit carriers.
- **222.3** Upon retiring after reaching the minimum retirement age of fifty-five (55), a permanent employee not eligible for pension from the Municipal Pension Plan 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 Municipal Pension 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 Municipal Pension 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 Employees

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.

# 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 Article 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 Manager/Administrator and approved by the Assistant Superintendent or designate.

# 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 Board , per kilometer traveled in their personal vehicle while on Board business.
- **232.2** Those persons designated by the General Manager of Facilities 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 the Board for the first one hundred and fifty (150) kilometers per month, and
  - b. The base rate per kilometer established by the Board 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 Association 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.

# Article 300 - Seniority

- **300.1** Until an employee has the status of a permanent employee, he/she shall have no seniority rights. Upon achieving permanent status the provision of 300.2 would apply.
- **300.2** 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.
- **300.3** The Board will provide a seniority list to the Association by December 1<sup>st</sup> of each year.

# Article 302 - Lay-Off

#### 302.1 Lay-off by Department

Subject to the provisions of this Article, 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 Custodians Facilities Information Services/IT Laboratory Assistants Librarian Cataloguer Settlement Worker in School(s) (SWIS) Education Assistants Teachers' Assistants
- (a) In reducing employees, 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 Article have been fulfilled.

# 302.5

# (a) **<u>Rights to Displace</u>**

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 Article 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 Article 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 layoff, recall and severance provisions set out in this Article 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 laidoff 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 Article 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 Association and the Board.

# 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 Board 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 Board 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.

# Article 400 - Filling Vacancies

- **400.1** 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 retirement, 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. Vacancies must be posted in a conspicuous place in all school district sites, and electronically for five (5) days before such vacancy is filled.
- **400.2** The Board will forward a copy of all postings to the Association.
- 400.3 The Board has the discretion over whether to fill any vacant position.
- 400.4 All vacancies must be filled within a reasonable period of time.
- **400.5** 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

- **401.1** If an internal applicant possesses the required qualifications, experience, skill and ability, including evidence of appropriate upgrading, as determined by the Assistant Superintendent or designate, the Board is required to award the position to the internal applicant.
- **401.2** 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.
- **401.3** 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.

# 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 Board and only in the presence of someone authorized by the Board. 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 Education Assistants per year - normally concurrent with a non-instructional day. In consultation with the Assistant Superintendent or designate, representatives from the Teacher Assistants and 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.

# Article 500 - Hours of Work

# 500.1 Facilities Employees

The regular hours of work for full-time Facilities and Information Technology employees shall not exceed thirty-seven and a half (37-1/2) hours per week. The working week will commence no earlier than 7:00 a.m. Monday, or as otherwise agreed between the employee and management.

# 500.2 Custodial Employees

The regular hours of work for all Custodial employees shall be prescribed by the Board, but shall not exceed seven and a half (7-1/2) hours per day nor thirtyseven 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 Custodial employees shall be given two (2) days on-the-job training by the Assistant Supervisor-Custodial or their designate.

# **500.3 Clerical Employees**

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 Manager/Administrator to whom they report, with the approval from the Assistant Superintendent or designate. 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 60 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	One Rest Period.
hours	
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 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 7:00 a.m. Monday and on statutory holidays.
- **504.2** Subject to the approval of his/her Manager/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 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-ofpocket expenses relating to meal breaks.

#### Article 506 - Hand Tools

In accordance with present practice, when Tradespeople are required by the Board to provide their own hand tools, and where such hand tools are broken or, in the opinion of the Manager, 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 Manager, who will arrange for a suitable replacement.

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

# Article 507 - Boot Allowance

Any employee covered by this Agreement who requires CSA-approved boots to meet WorkSafeBC regulations in the performance of their duties shall be reimbursed \$100 once every school year. 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 Certificate. The level of certificate will be determined in accordance with WorkSafeBC Regulations.

#### 508.1 Elementary Schools

Administrative Assistants - Elementary School are required to obtain a valid First Aid Certificate.

Administrative Assistants – Elementary School (and other designates) shall be paid a first aid allowance as per Schedule B.

# 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 B.

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 Board and the Association.

Where the Board 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 Board will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
- (c) that the Board reinstate any employee displaced by reason of the technological change;
- (d) that the Board pay to that employee such compensation in respect of his/her displacement as the Arbitration Board considers reasonable;
- (e) that the matter be referred to the Labour Relations Board.
- **512.5** The Board 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.

# 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 - Bereavement Leave

- **604.1** Any permanent employee who has completed six (6) months of employment, may be granted bereavement 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 spouse, child, ward, brother, sister or parent;
  - (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 bereavement 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 Manager/Administrator, who will determine and approve the number of days required in each case.
- **604.4** An employee who qualifies for bereavement leave without loss of pay under Section 604.1 herein may be granted such leave when on annual vacation if approved by his/her Manager/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.

# Article 605 - Funeral Leave

Upon application to, and upon receiving the permission of the Manager/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 – <u>Compassionate Care Leave</u>

Employees are entitled to Compassionate Care Leave as provided under *Employment Standards* legislation. Upon request by the employee, a "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 Manager/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 Assistant Superintendent or designate. 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 the employee's spouse, child or parent.

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 Manager/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 Assistant Superintendent or designate. 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 - <u>Citizenship Leave</u>

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

# Article 614 - Leave for Jury Duty

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

# Article 615 – <u>Convocation Leave</u>

One half day of leave for employees to receive a post secondary degree or be present when a member of his/her immediate family receives a degree. One full day may be granted when the time of the convocation is such as to make attendance impractical otherwise. Application for leave of absence shall be made in writing and be subject to the approval of the Manager/Administrator.

In this case, "immediate family" means the employee's spouse, child or parent.

All approved Convocation Leave shall be at no cost to the Board.

#### 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 Board web sites.
- **616.2** Where a Record of Employment 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 leave 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 leave is deemed to be permanent with the concomitant loss of all seniority and privileges.
- **616.4** During any maternity, adoption, and/or parental leave, medical and Long-term Disability coverages may 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 the commencement of the leave. 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 - Vacation

#### 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 Board 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 (2) of vacation to the following year, subject weeks to two Manager/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*.
- (b) If one (1) year's service can be completed by the 31st of December, he/she shall receive the greater of:
  - vacation in accordance with the *Employment Standards Act*, or
  - fifteen (15) working days at his/her regular rate of pay,
- (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.

(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.

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.

(f) Part-time employees will receive a pro rata share of the vacation allotment based on their hours of work.

For the purposes of this Article respecting vacations, service during the calendar year shall include each day for which the employee receives full pay from the Board or is in receipt of 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, or disability provided by WorkSafeBC, 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

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 BC Provincial Government, the Municipality, or Board:

New Year's Day	
Good Friday	
Easter Monday	
Victoria Day	
Canada Day	
British Columbia Day	

Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day Family 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 Manager/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 Education of School District No. 45 (West Vancouver) and signed by:

Cindy Dekker Board Chair

Kristi Steed (Negotiator) Manager, Human Resources

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

Bruce Scott (Negotiator) Business Manager

Mynatt

Clive Mynott President
## Between THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 45 (WEST VANCOUVER) and THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

#### Regarding

#### The Standing Joint Job Evaluation Committee (SJJEC)

Regarding the 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 in West Vancouver in the Province of British Columbia. Re-signed June 7, 2006. Re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014.

FOR THE BOARD

### FOR THE ASSOCIATION

**Kristi Steed** HR Manager

Between The Board of Education of School District No. 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 B) 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 General Manager of Facilities shall confirm that the qualifications and duties of an employee qualify him/her for the bonus rate.

Dated June 2, 2003 in West Vancouver in the Province of British Columbia. Re-signed June 7, 2006. Revised and re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014.

FOR THE BOARD

FOR THE ASSOCIATION

Kristi Steed HR Manager

Between The Board of Education of School District No. 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 B of the Collective Agreement:

- 1. Student Workers are secondary school-aged persons who assist permanent employees with tasks such as grounds cleanup, painting, cleaning, routine clerical duties, etc.
- 2. Student Workers shall work under the direct supervision of a permanent employee. No employee 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 employees.
- 4. The hourly rate paid to Student Workers shall be as per Schedule B 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 in West Vancouver in the Province of British Columbia. Re-signed June 7, 2006. Revised and re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014.

FOR THE BOARD

FOR THE ASSOCIATION

**Kristi Steed** HR Manager

# Between The Board of Education of School District No. 45 (West Vancouver) and The West Vancouver Municipal Employees' Association

# Regarding Temporary Seasonal Employees

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

- 1. Each position shall be for a maximum of four (4) months per year, normally occurring during school breaks, i. e. the Summer, Christmas or Spring Break periods
- 2. The Temporary Seasonal employees are generally unskilled workers such as university students, who assist permanent employees with tasks such as grounds cleanup, painting, cleaning, routine clerical duties etc.
- 3. The Temporary Seasonal employees shall work under the direct supervision of a permanent employee. No employee shall be replaced or displaced as a result of the hiring of Temporary Seasonal employees in his/her department.
- 4. The Temporary Seasonal employees shall pay union dues in the same manner as casual employees.
- 5. The hourly rate paid to Temporary Seasonal employees shall be as per Schedule B.
- 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 in West Vancouver in the Province of British Columbia. Re-signed June 7, 2006. Revised and re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014.

FOR THE BOARD

FOR THE ASSOCIATION

Kristi Steed HR Manager

# Between The Board of Education of School District No. 45 (West Vancouver)

# and

The West Vancouver Municipal Employees' Association

#### Regarding

# Short-term, Fee-paying Program Temporary Hours

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.

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

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. Revised and re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014.

FOR THE BOARD

**Kristi Steed** HR Manager FOR THE ASSOCIATION

Between The Board of Education of School District No. 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 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. Re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014

FOR THE BOARD

FOR THE ASSOCIATION

Kristi Steed

HR Manager

Between The Board of Education of School District No. 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 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. Re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014.

FOR THE BOARD

**Kristi Steed** HR Manager

### FOR THE ASSOCIATION

## Between THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 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 Board 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. Resigned January 27, 2012. Re-signed October 29, 2013. Re-signed June 18, 2014

FOR THE BOARD

**Kristi Steed** HR Manager FOR THE ASSOCIATION

# Between THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 45 (WEST VANCOUVER) and THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

#### Regarding Posting of Additional Hours

The Parties recognize and agree that in specific situations it may be more practical to give an incumbent the opportunity to increase their hourly assignment rather than follow the agreed-upon posting process as outlined in the Collective Agreement. Where the Board is looking to increase a position(s) and the incumbent is interested in the additional hours within their current assignment, the Board shall seek the agreement of the Association to waive the requirement to post.

This provision is for the express purpose of addressing situations where there is an existing position that has been targeted by the Board as requiring additional hours, and the incumbent is the logical choice.

Where a number of employees in a similar position, possessing equal skill and ability, may be able to assume such hours, the Board will continue to be required to post the position where the assignment exceeds five (5) additional hours, as per current practice.

Dated November 3, 2008 in West Vancouver in the Province of British Columbia. Revised and re-signed October 6, 2011. Re-signed October 29, 2013. Re-signed June 18, 2014.

FOR THE BOARD

FOR THE ASSOCIATION

**Kristi Steed** HR Manager

#### Between THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 45 (WEST VANCOUVER) and THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

Regarding

## School Supervision of Students by Employees Already Employed by the Board (includes before and after school, recess and noon hour break times)

This Letter of Understanding confirms the agreement reached between the parties regarding the assignment of "Supervision Hours" to Education Assistants (EAs) (and other employees as specified) of the School District hereafter referred to as "Current Employees".

Pursuant to a Board decision to relieve teachers of their contractual obligation to provide student supervision duties, the opportunity has arisen for current employees of the Board to increase their working hours by applying for these supervision duties when their current schedule can accommodate the additional hours, and where the current employee has been selected for this job through the posting process as defined by the Collective Agreement.

The following shall apply:

- The Board maintains their right to define this as "teacher work" should they so desire under the contractual obligations established through the Collective Agreement between the West Vancouver Teachers' Association and the West Vancouver School District. The Board reserves the right to reassign these hours to teachers, or assign in the case of vacancies or absence, should this be necessary in the opinion of the Board.
- 2. Additional hours to supervise students assigned to a current employee shall remain as temporary hours.
- 3. These hours shall be remunerated at Step 2 of the TA-General/Language rate. For the purposes of benefit calculations, including pension, these hours shall be included where applicable.
- 4. Assignment of temporary supervision hours to current employees is predicated on the ability of the supervisor/administrator to schedule the current employees in a manner that both meets operational requirements and corresponds with the break times where supervision is required, except as noted in #8 below.
- 5. The Board maintains its right to direct the workforce and the assignment is solely the responsibility of the Board. Supervision hours added on to the permanent hours of a current employee, will be assigned at the beginning of each school year, and will be maintained, adjusted or discontinued during the year if the employee's permanent work schedule is adjusted such that these additional hours can no longer be accommodated.
- 6. As outlined in the Collective Agreement, employee assignments shall be based on permanent hours, as required. Supervision hours shall be given consideration

subsequent to an employee's permanent assignment. Seniority and experience will be given consideration when possible.

- 7. Employees wishing to perform supervisor duties, whose combined assignment would exceed the maximum number of allowable hours per week for a full-time position thereby resulting in overtime costs to the Board, will not be eligible to assume such an assignment unless mutually agreed to by both parties to this Letter of Understanding.
- 8. Employees assigned supervision hours, are required to work the total number of hours to which they are assigned and/or remunerated, and it is recognized that in some cases this may result in other duties of a TA-General/Languages nature being assigned as required to the employee.
- 9. Where supervision hours occur during time set aside for an employee in their current assignment for an unpaid lunch break, should the employee wish to apply to work these supervision hours, they may do so by choice, recognizing, if successful, they are choosing to work through their lunch meal break for which they will be paid.

Dated August 14, 2014 in West Vancouver in the Province of British Columbia.

FOR THE BOARD

FOR THE ASSOCIATION

**Kristi Steed** HR Manager

# WVMEA Salary Schedule 'A'

JJEC Position Description	Job No.		Hourly Rate Step 1	Hourly Rate Step 2
Accounting-District Office	62	Effective July 1, 2014	\$21.93	\$24.36
		Effective July 1, 2015 - 1% increase	\$22.15	\$24.61
		Effective July 1, 2016 - 0.5% increase	\$22.26	\$24.73
		Effective May 1, 2017 - 1% increase	\$22.48	\$24.98
		Effective July 1, 2017 - 0.5% increase	\$22.59	\$25.10
		Effective May 1, 2018 - 1% increase	\$22.82	\$25.35
		Effective July 1, 2018 - 0.5% increase	\$22.93	\$25.48
		Effective May 1, 2019 - 1% increase	\$23.16	\$25.74
Accounting-Secondary	65	Effective July 1, 2014	\$22.57	\$25.08
		Effective July 1, 2015 - 1% increase	\$22.80	\$25.33
		Effective July 1, 2016 - 0.5% increase	\$22.91	\$25.46
		Effective May 1, 2017 - 1% increase	\$23.14	\$25.71
		Effective July 1, 2017 - 0.5% increase	\$23.26	\$25.84
		Effective May 1, 2018 - 1% increase	\$23.49	\$26.10
		Effective July 1, 2018 - 0.5% increase	\$23.61	\$26.23
		Effective May 1, 2019 - 1% increase	\$23.84	\$26.49
Administrative Assistant-Elementary	10	Effective July 1, 2014	\$23.22	\$25.80
School		Effective July 1, 2015 - 1% increase	\$23.45	\$26.06
		Effective July 1, 2016 - 0.5% increase	\$23.57	\$26.19
		Effective May 1, 2017 - 1% increase	\$23.80	\$26.45
		Effective July 1, 2017 - 0.5% increase	\$23.92	\$26.58
		Effective May 1, 2018 - 1% increase	\$24.16	\$26.85
		Effective July 1, 2018 - 0.5% increase	\$24.28	\$26.98
		Effective May 1, 2019 - 1% increase	\$24.53	\$27.25
Assistant Supervisor-Custodial Services	73	Effective July 1, 2014	\$23.87	\$26.52
		Effective July 1, 2015 - 1% increase	\$24.11	\$26.79
		Effective July 1, 2016 - 0.5% increase	\$24.23	\$26.92
		Effective May 1, 2017 - 1% increase	\$24.47	\$27.19
		Effective July 1, 2017 - 0.5% increase	\$24.60	\$27.33
		Effective May 1, 2018 - 1% increase	\$24.84	\$27.60
		Effective July 1, 2018 - 0.5% increase	\$24.97	\$27.74
		Effective May 1, 2019 - 1% increase	\$25.22	\$28.02

JJEC Position Description	Job No.		Hourly Rate Step 1	Hourly Rate Step 2
Carpenter	49	Effective July 1, 2014	\$26.15	\$29.06
		Effective July 1, 2015 - 1% increase	\$26.41	\$29.35
		Effective July 1, 2016 - 0.5% increase	\$26.54	\$29.49
		Effective May 1, 2017 - 1% increase	\$26.81	\$29.79
		Effective July 1, 2017 - 0.5% increase	\$26.94	\$29.94
		Effective May 1, 2018 - 1% increase	\$27.21	\$30.24
		Effective July 1, 2018 - 0.5% increase	\$27.35	\$30.39
		Effective May 1, 2019 - 1% increase	\$27.62	\$30.69
Carpenter/Locksmith	45	Effective July 1, 2014	\$26.15	\$29.06
		Effective July 1, 2015 - 1% increase	\$26.41	\$29.35
		Effective July 1, 2016 - 0.5% increase	\$26.54	\$29.49
		Effective May 1, 2017 - 1% increase	\$26.81	\$29.79
		Effective July 1, 2017 - 0.5% increase	\$26.94	\$29.94
		Effective May 1, 2018 - 1% increase	\$27.21	\$30.24
		Effective July 1, 2018 - 0.5% increase	\$27.35	\$30.39
		Effective May 1, 2019 - 1% increase	\$27.62	\$30.69
Circulation Clerk	55	Effective July 1, 2014	\$19.35	\$21.50
		Effective July 1, 2015 - 1% increase	\$19.54	\$21.71
		Effective July 1, 2016 - 0.5% increase	\$19.64	\$21.82
		Effective May 1, 2017 - 1% increase	\$19.84	\$22.04
		Effective July 1, 2017 - 0.5% increase	\$19.94	\$22.15
		Effective May 1, 2018 - 1% increase	\$20.14	\$22.37
		Effective July 1, 2018 - 0.5% increase	\$20.24	\$22.48
		Effective May 1, 2019 - 1% increase	\$20.44	\$22.71
Communications Assistant	83	Effective July 1, 2014	\$20.64	\$22.93
		Effective July 1, 2015 - 1% increase	\$20.84	\$23.16
		Effective July 1, 2016 - 0.5% increase	\$20.95	\$23.28
		Effective May 1, 2017 - 1% increase	\$21.16	\$23.51
		Effective July 1, 2017 - 0.5% increase	\$21.26	\$23.63
		Effective May 1, 2018 - 1% increase	\$21.48	\$23.86
		Effective July 1, 2018 - 0.5% increase	\$21.58	\$23.98
		Effective May 1, 2019 - 1% increase	\$21.80	\$24.22
Communications & Learning Resources	84	Effective July 1, 2014	\$22.57	\$25.08
Assistant		Effective July 1, 2015 - 1% increase	\$22.80	\$25.33
		Effective July 1, 2016 - 0.5% increase	\$22.91	\$25.46
		Effective May 1, 2017 - 1% increase	\$23.14	\$25.71
		Effective July 1, 2017 - 0.5% increase	\$23.26	\$25.84
		Effective May 1, 2018 - 1% increase	\$23.49	\$26.10
		Effective July 1, 2018 - 0.5% increase	\$23.61	\$26.23
		Effective May 1, 2019 - 1% increase	\$23.84	\$26.49

JJEC Position Description	Job No.		Hourly Rate Step 1	Hourly Rate Step 2
Custodian-Elementary School	26	Effective July 1, 2014	\$18.68	\$20.76
·		Effective July 1, 2015 - 1% increase	\$18.87	\$20.97
		Effective July 1, 2016 - 0.5% increase	\$18.97	\$21.07
		Effective May 1, 2017 - 1% increase	\$19.15	\$21.28
		Effective July 1, 2017 - 0.5% increase	\$19.25	\$21.39
		Effective May 1, 2018 - 1% increase	\$19.44	\$21.60
		Effective July 1, 2018 - 0.5% increase	\$19.54	\$21.71
		Effective May 1, 2019 - 1% increase	\$19.74	\$21.93
Custodian-Primary	28	Effective July 1, 2014	\$19.84	\$22.05
		Effective July 1, 2015 - 1% increase	\$20.04	\$22.27
		Effective July 1, 2016 - 0.5% increase	\$20.14	\$22.38
		Effective May 1, 2017 - 1% increase	\$20.34	\$22.60
		Effective July 1, 2017 - 0.5% increase	\$20.44	\$22.72
		Effective May 1, 2018 - 1% increase	\$20.65	\$22.94
		Effective July 1, 2018 - 0.5% increase	\$20.75	\$23.06
		Effective May 1, 2019 - 1% increase	\$20.96	\$23.29
Custodian-Secondary School	23	Effective July 1, 2014	\$18.40	\$20.44
		Effective July 1, 2015 - 1% increase	\$18.58	\$20.65
		Effective July 1, 2016 - 0.5% increase	\$18.67	\$20.75
		Effective May 1, 2017 - 1% increase	\$18.86	\$20.96
		Effective July 1, 2017 - 0.5% increase	\$18.95	\$21.06
		Effective May 1, 2018 - 1% increase	\$19.14	\$21.27
		Effective July 1, 2018 - 0.5% increase	\$19.24	\$21.38
		Effective May 1, 2019 - 1% increase	\$19.43	\$21.59
Custodian-Senior Site - WVSS	71	Effective July 1, 2014	\$22.09	\$24.54
	, ,	Effective July 1, 2015 - 1% increase	\$22.31	\$24.79
		Effective July 1, 2016 - 0.5% increase	\$22.42	\$24.91
		Effective May 1, 2017 - 1% increase	\$22.65	\$25.16
		Effective July 1, 2017 - 0.5% increase	\$22.76	\$25.29
		Effective May 1, 2018 - 1% increase	\$22.99	\$25.54
		Effective July 1, 2018 - 0.5% increase	\$23.10	\$25.67
		Effective May 1, 2019 - 1% increase	\$23.33	\$25.93
Custodian-Senior Site Secondary	25	Effective July 1, 2014	\$21.95	\$24.39
	20	Effective July 1, 2015 - 1% increase	\$22.17	\$24.63
		Effective July 1, 2016 - 0.5% increase	\$22.28	\$24.75
		Effective May 1, 2017 - 1% increase	\$22.50	\$25.00
		Effective July 1, 2017 - 0.5% increase	\$22.61	\$25.13
		Effective May 1, 2018 - 1% increase	\$22.84	\$25.38
		Effective July 1, 2018 - 0.5% increase	\$22.95	\$25.50
		Effective May 1, 2019 - 1% increase	\$23.18	\$25.76

JJEC Position Description	Job No.		Hourly Rate Step 1	Houriy Rate Step 2
Custodian-Shift Supervisor	24	Effective July 1, 2014	\$19.84	\$22.05
Secondary School		Effective July 1, 2015 - 1% increase	\$20.04	\$22.27
		Effective July 1, 2016 - 0.5% increase	\$20.14	\$22.38
		Effective May 1, 2017 - 1% increase	\$20.34	\$22.60
		Effective July 1, 2017 - 0.5% increase	\$20.44	\$22.72
		Effective May 1, 2018 - 1% increase	\$20.65	\$22.94
		Effective July 1, 2018 - 0.5% increase	\$20.75	\$23.06
		Effective May 1, 2019 - 1% increase	\$20.96	\$23.29
Custodian-Shift Supervisor - WVSS	72	Effective July 1, 2014	\$21.61	\$24.01
	-	Effective July 1, 2015 - 1% increase	\$21.82	\$24.25
		Effective July 1, 2016 - 0.5% increase	\$21.93	\$24.37
		Effective May 1, 2017 - 1% increase	\$22.15	\$24.61
		Effective July 1, 2017 - 0.5% increase	\$22.26	\$24.74
		Effective May 1, 2018 - 1% increase	\$22.48	\$24.98
		Effective July 1, 2018 - 0.5% increase	\$22.60	\$25.11
		Effective May 1, 2019 - 1% increase	\$22.82	\$25.36
Custodian-Senior Site Elementary	27	Effective July 1, 2014	\$20.43	\$22.70
School		Effective July 1, 2015 - 1% increase	\$20.63	\$22.92
		Effective July 1, 2016 - 0.5% increase	\$20.74	\$23.04
		Effective May 1, 2017 - 1% increase	\$20.94	\$23.27
		Effective July 1, 2017 - 0.5% increase	\$21.05	\$23.39
		Effective May 1, 2018 - 1% increase	\$21.26	\$23.62
		Effective July 1, 2018 - 0.5% increase	\$21.36	\$23.74
		Effective May 1, 2019 - 1% increase	\$21.58	\$23.98
Data Entry and File Clerk	63	Effective July 1, 2014	\$18.70	\$20.78
		Effective July 1, 2015 - 1% increase	\$18.89	\$20.99
		Effective July 1, 2016 - 0.5% increase	\$18.98	\$21.09
		Effective May 1, 2017 - 1% increase	\$19.17	\$21.31
		Effective July 1, 2017 - 0.5% increase	\$19.27	\$21.41
		Effective May 1, 2018 - 1% increase	\$19.46	\$21.63
		Effective July 1, 2018 - 0.5% increase	\$19.56	\$21.73
		Effective May 1, 2019 - 1% increase	\$19.76	\$21.95
Delivery Person	43	Effective July 1, 2014	\$18.70	\$20.78
		Effective July 1, 2015 - 1% increase	\$18.89	\$20.99
		Effective July 1, 2016 - 0.5% increase	\$18.98	\$21.09
		Effective May 1, 2017 - 1% increase	\$19.17	\$21.31
		Effective July 1, 2017 - 0.5% increase	\$19.27	\$21.41
		Effective May 1, 2018 - 1% increase	\$19.46	\$21.63
		Effective July 1, 2018 - 0.5% increase	\$19.56	\$21.73
		Effective May 1, 2019 - 1% increase	\$19.76	\$21.95

JJEC Position Description	Job No.		Hourly Rate Step 1	Hourly Rate Step 2
Education Assistant-Individual(s)	14	Effective July 1, 2014	\$23.87	\$26.52
		Effective July 1, 2015 - 1% increase	\$24.11	\$26.79
		Effective July 1, 2016 - 0.5% increase	\$24.23	\$26.92
		Effective May 1, 2017 - 1% increase	\$24.47	\$27.19
		Effective July 1, 2017 - 0.5% increase	\$24.60	\$27.33
		Effective May 1, 2018 - 1% increase	\$24.84	\$27.60
		Effective July 1, 2018 - 0.5% increase	\$24.97	\$27.74
		Effective May 1, 2019 - 1% increase	\$25.22	\$28.02
Electrician	36	Effective July 1, 2014	\$26.15	\$29.06
		Effective July 1, 2015 - 1% increase	\$26.41	\$29.35
		Effective July 1, 2016 - 0.5% increase	\$26.54	\$29.49
		Effective May 1, 2017 - 1% increase	\$26.81	\$29.79
		Effective July 1, 2017 - 0.5% increase	\$26.94	\$29.94
		Effective May 1, 2018 - 1% increase	\$27.21	\$30.24
		Effective July 1, 2018 - 0.5% increase	\$27.35	\$30.39
		Effective May 1, 2019 - 1% increase	\$27.62	\$30.69
Electronics Technician	35	Effective July 1, 2014	\$24.13	\$26.81
		Effective July 1, 2015 - 1% increase	\$24.37	\$27.07
		Effective July 1, 2016 - 0.5% increase	\$24.49	\$27.21
		Effective May 1, 2017 - 1% increase	\$24.73	\$27.48
		Effective July 1, 2017 - 0.5% increase	\$24.86	\$27.62
		Effective May 1, 2018 - 1% increase	\$25.11	\$27.90
		Effective July 1, 2018 - 0.5% increase	\$25.23	\$28.03
		Effective May 1, 2019 - 1% increase	\$25.48	\$28.32
Gardener	42	Effective July 1, 2014	\$26.15	\$29.06
		Effective July 1, 2015 - 1% increase	\$26.41	\$29.35
		Effective July 1, 2016 - 0.5% increase	\$26.54	\$29.49
		Effective May 1, 2017 - 1% increase	\$26.81	\$29.79
		Effective July 1, 2017 - 0.5% increase	\$26.94	\$29.94
		Effective May 1, 2018 - 1% increase	\$27.21	\$30.24
		Effective July 1, 2018 - 0.5% increase	\$27.35	\$30.39
		Effective May 1, 2019 - 1% increase	\$27.62	\$30.69
Groundsperson	41	Effective July 1, 2014	\$20.77	\$23.07
		Effective July 1, 2015 - 1% increase	\$20.97	\$23.30
		Effective July 1, 2016 - 0.5% increase	\$21.08	\$23.42
		Effective May 1, 2017 - 1% increase	\$21.29	\$23.66
		Effective July 1, 2017 - 0.5% increase	\$21.40	\$23.77
		Effective May 1, 2018 - 1% increase	\$21.61	\$24.01
		Effective July 1, 2018 - 0.5% increase	\$21.72	\$24.13
		Effective May 1, 2019 - 1% increase	\$21.94	\$24.37

JJEC Position Description	Job No.		Hourly Rate Step 1	Hourly Rate Step 2
Groundsperson-Senior	40	Effective July 1, 2014	\$23.51	\$26.12
		Effective July 1, 2015 - 1% increase	\$23.74	\$26.38
		Effective July 1, 2016 - 0.5% increase	\$23.86	\$26.52
		Effective May 1, 2017 - 1% increase	\$24.10	\$26.78
		Effective July 1, 2017 - 0.5% increase	\$24.22	\$26.91
		Effective May 1, 2018 - 1% increase	\$24.46	\$27.18
		Effective July 1, 2018 - 0.5% increase	\$24.59	\$27.32
		Effective May 1, 2019 - 1% increase	\$24.83	\$27.59
Home Stay Co-ordinator-ISP	79	Effective July 1, 2014	\$21.28	\$23.65
		Effective July 1, 2015 - 1% increase	\$21.50	\$23.88
		Effective July 1, 2016 - 0.5% increase	\$21.60	\$24.00
		Effective May 1, 2017 - 1% increase	\$21.82	\$24.24
		Effective July 1, 2017 - 0.5% increase	\$21.93	\$24.37
		Effective May 1, 2018 - 1% increase	\$22.15	\$24.61
		Effective July 1, 2018 - 0.5% increase	\$22.26	\$24.73
		Effective May 1, 2019 - 1% increase	\$22.48	\$24.98
HVAC Mechanic	69	Effective July 1, 2014	\$26.15	\$29.06
		Effective July 1, 2015 - 1% increase	\$26.41	\$29.35
		Effective July 1, 2016 - 0.5% increase	\$26.54	\$29.49
		Effective May 1, 2017 - 1% increase	\$26.81	\$29.79
		Effective July 1, 2017 - 0.5% increase	\$26.94	\$29.94
		Effective May 1, 2018 - 1% increase	\$27.21	\$30.24
		Effective July 1, 2018 - 0.5% increase	\$27.35	\$30.39
		Effective May 1, 2019 - 1% increase	\$27.62	\$30.69
_abourer	66	Effective July 1, 2014	\$17.81	\$19.79
		Effective July 1, 2015 - 1% increase	\$17.99	\$19.99
		Effective July 1, 2016 - 0.5% increase	\$18.08	\$20.09
		Effective May 1, 2017 - 1% increase	\$18.26	\$20.29
		Effective July 1, 2017 - 0.5% increase	\$18.35	\$20.39
		Effective May 1, 2018 - 1% increase	\$18.54	\$20.60
		Effective July 1, 2018 - 0.5% increase	\$18.63	\$20.70
		Effective May 1, 2019 - 1% increase	\$18.82	\$20.91
anguage and Cultural Assistant	82	Effective July 1, 2014	\$21.28	\$23.65
		Effective July 1, 2015 - 1% increase	\$21.50	\$23.88
		Effective July 1, 2016 - 0.5% increase	\$21.60	\$24.00
		Effective May 1, 2017 - 1% increase	\$21.82	\$24.24
		Effective July 1, 2017 - 0.5% increase	\$21.93	\$24.37
		Effective May 1, 2018 - 1% increase	\$22.15	\$24.61
		Effective July 1, 2018 - 0.5% increase	\$22.26	\$24.73
		Effective May 1, 2019 - 1% increase	\$22.48	\$24.98

JJEC Position Description	Job No.		Hourly Rate Step 1	Hourly Rate Step 2
Library Cataloguer	52	Effective July 1, 2014	\$23.13	\$25.70
		Effective July 1, 2015 - 1% increase	\$23.36	\$25.95
		Effective July 1, 2016 - 0.5% increase	\$23.48	\$26.08
		Effective May 1, 2017 - 1% increase	\$23.71	\$26.34
		Effective July 1, 2017 - 0.5% increase	\$23.83	\$26.48
		Effective May 1, 2018 - 1% increase	\$24.07	\$26.74
		Effective July 1, 2018 - 0.5% increase	\$24.19	\$26.88
		Effective May 1, 2019 - 1% increase	\$24.43	\$27.14
Multicultural Worker	84	Effective July 1, 2014	\$19.35	\$21.50
		Effective July 1, 2015 - 1% increase	\$19.54	\$21.72
		Effective July 1, 2016 - 0.5% increase	\$19.64	\$21.82
		Effective May 1, 2017 - 1% increase	\$19.84	\$22.04
		Effective July 1, 2017 - 0.5% increase	\$19.94	\$22.15
		Effective May 1, 2018 - 1% increase	\$20.14	\$22.37
		Effective July 1, 2018 - 0.5% increase	\$20.24	\$22.49
		Effective May 1, 2019 - 1% increase	\$20.44	\$22.71
Office Assistant-ISP	81	Effective July 1, 2014	\$19.35	\$21.50
		Effective July 1, 2015 - 1% increase	\$19.54	\$21.71
		Effective July 1, 2016 - 0.5% increase	\$19.64	\$21.82
		Effective May 1, 2017 - 1% increase	\$19.84	\$22.04
		Effective July 1, 2017 - 0.5% increase	\$19.94	\$22.15
		Effective May 1, 2018 - 1% increase	\$20.14	\$22.37
		Effective July 1, 2018 - 0.5% increase	\$20.24	\$22.48
		Effective May 1, 2019 - 1% increase	\$20.44	\$22.71
Office Assistant-SSS	64	Effective July 1, 2014	\$19.35	\$21.50
		Effective July 1, 2015 - 1% increase	\$19.54	\$21.71
		Effective July 1, 2016 - 0.5% increase	\$19.64	\$21.82
		Effective May 1, 2017 - 1% increase	\$19.84	\$22.04
		Effective July 1, 2017 - 0.5% increase	\$19.94	\$22.15
		Effective May 1, 2018 - 1% increase	\$20.14	\$22.37
		Effective July 1, 2018 - 0.5% increase	\$20.24	\$22.48
		Effective May 1, 2019 - 1% increase	\$20.44	\$22.71
Office Support Clerk	12	Effective July 1, 2014	\$18.06	\$20.07
		Effective July 1, 2015 - 1% increase	\$18.24	\$20.27
		Effective July 1, 2016 - 0.5% increase	\$18.33	\$20.37
		Effective May 1, 2017 - 1% increase	\$18.52	\$20.57
		Effective July 1, 2017 - 0.5% increase	\$18.61	\$20.68
		Effective May 1, 2018 - 1% increase	\$18.79	\$20.88
		Effective July 1, 2018 - 0.5% increase	\$18.89	\$20.99
		Effective May 1, 2019 - 1% increase	\$19.08	\$21.20

JJEC Position Description	Job No.		Hourly Rate Step 1	Hourly Rate Step 2
Painter	47	Effective July 1, 2014	\$26.15	\$29.06
		Effective July 1, 2015 - 1% increase	\$26.41	\$29.35
		Effective July 1, 2016 - 0.5% increase	\$26.54	\$29.49
		Effective May 1, 2017 - 1% increase	\$26.81	\$29.79
		Effective July 1, 2017 - 0.5% increase	\$26.94	\$29.94
		Effective May 1, 2018 - 1% increase	\$27.21	\$30.24
		Effective July 1, 2018 - 0.5% increase	\$27.35	\$30.39
		Effective May 1, 2019 - 1% increase	\$27.62	\$30.69
Painter-Senior	46	Effective July 1, 2014	\$27.16	\$30.18
		Effective July 1, 2015 - 1% increase	\$27.43	\$30.48
		Effective July 1, 2016 - 0.5% increase	\$27.57	\$30.63
		Effective May 1, 2017 - 1% increase	\$27.85	\$30.94
		Effective July 1, 2017 - 0.5% increase	\$27.99	\$31.09
		Effective May 1, 2018 - 1% increase	\$28.27	\$31.41
		Effective July 1, 2018 - 0.5% increase	\$28.41	\$31.56
		Effective May 1, 2019 - 1% increase	\$28.69	\$31.88
Pay and Benefits Assistant	4	Effective July 1, 2014	\$22.57	\$25.08
Fay and benefits Assistant	·	Effective July 1, 2015 - 1% increase	\$22.80	\$25.33
		Effective July 1, 2016 - 0.5% increase	\$22.91	\$25.46
		Effective May 1, 2017 - 1% increase	\$23.14	\$25.71
		Effective July 1, 2017 - 0.5% increase	\$23.26	\$25.84
		Effective May 1, 2018 - 1% increase	\$23.49	\$26.10
		Effective July 1, 2018 - 0.5% increase	\$23.61	\$26.23
		Effective May 1, 2019 - 1% increase	\$23.84	\$26.49
Plumber	38	Effective July 1, 2014	\$26.15	\$29.06
	00	Effective July 1, 2015 - 1% increase	\$26.41	\$29.35
		Effective July 1, 2016 - 0.5% increase	\$26.54	\$29.49
		Effective May 1, 2017 - 1% increase	\$26.81	\$29.79
		Effective July 1, 2017 - 0.5% increase	\$26.94	\$29.94
		Effective May 1, 2018 - 1% increase	\$27.21	\$30.24
		Effective July 1, 2018 - 0.5% increase	\$27.35	\$30.39
		Effective May 1, 2019 - 1% increase	\$27.62	\$30.69
Print Shop Clerk	9	Effective July 1, 2014	\$21.93	\$24.36
	Ŭ	Effective July 1, 2015 - 1% increase	\$22.15	\$24.61
		Effective July 1, 2016 - 0.5% increase	\$22.26	\$24.73
		Effective May 1, 2017 - 1% increase	\$22.48	\$24.98
		Effective July 1, 2017 - 0.5% increase	\$22.59	\$25.10
		Effective May 1, 2018 - 1% increase	\$22.82	\$25.35
		Effective July 1, 2018 - 0.5% increase	\$22.93	\$25.48
		Effective May 1, 2019 - 1% increase	\$23.16	\$25.74

JJEC Position Description	Job No.		Hourly Rate Step 1	Hourly Rate Step 2
Receptionist-Board Office	8	Effective July 1, 2014	\$20.64	\$22.93
		Effective July 1, 2015 - 1% increase	\$20.85	\$23.16
		Effective July 1, 2016 - 0.5% increase	\$20.95	\$23.28
		Effective May 1, 2017 - 1% increase	\$21.16	\$23.51
		Effective July 1, 2017 - 0.5% increase	\$21.27	\$23.63
		Effective May 1, 2018 - 1% increase	\$21.48	\$23.86
		Effective July 1, 2018 - 0.5% increase	\$21.59	\$23.98
		Effective May 1, 2019 - 1% increase	\$21.80	\$24.22
Receptionist-ISP	77	Effective July 1, 2014	\$19.35	\$21.50
		Effective July 1, 2015 - 1% increase	\$19.54	\$21.71
		Effective July 1, 2016 - 0.5% increase	\$19.64	\$21.82
		Effective May 1, 2017 - 1% increase	\$19.84	\$22.04
		Effective July 1, 2017 - 0.5% increase	\$19.94	\$22.15
		Effective May 1, 2018 - 1% increase	\$20.14	\$22.37
		Effective July 1, 2018 - 0.5% increase	\$20.24	\$22.48
		Effective May 1, 2019 - 1% increase	\$20.44	\$22.71
Receptionist-Secondary	31	Effective July 1, 2014	\$18.70	\$20.78
		Effective July 1, 2015 - 1% increase	\$18.89	\$20.99
		Effective July 1, 2016 - 0.5% increase	\$18.98	\$21.09
		Effective May 1, 2017 - 1% increase	\$19.17	\$21.31
		Effective July 1, 2017 - 0.5% increase	\$19.27	\$21.41
		Effective May 1, 2018 - 1% increase	\$19.46	\$21.63
		Effective July 1, 2018 - 0.5% increase	\$19.56	\$21.73
		Effective May 1, 2019 - 1% increase	\$19.76	\$21.95
Rentals Clerk	70	Effective July 1, 2014	\$19.99	\$22.22
	, .	Effective July 1, 2015 - 1% increase	\$20.19	\$22.44
		Effective July 1, 2016 - 0.5% increase	\$20.29	\$22.55
		Effective May 1, 2017 - 1% increase	\$20.50	\$22.78
		Effective July 1, 2017 - 0.5% increase	\$20.60	\$22.89
		Effective May 1, 2018 - 1% increase	\$20.81	\$23.12
		Effective July 1, 2018 - 0.5% increase	\$20.91	\$23.23
		Effective May 1, 2019 - 1% increase	\$21.12	\$23.47
Secretary-Facilities	48	Effective July 1, 2014	\$21.93	\$24.36
		Effective July 1, 2015 - 1% increase	\$22.15	\$24.61
		Effective July 1, 2016 - 0.5% increase	\$22.26	\$24.73
		Effective May 1, 2017 - 1% increase	\$22.48	\$24.98
		Effective July 1, 2017 - 0.5% increase	\$22.59	\$25.10
		Effective May 1, 2018 - 1% increase	\$22.82	\$25.35
		Effective July 1, 2018 - 0.5% increase	\$22.93	\$25.48
		Effective May 1, 2019 - 1% increase	\$23.16	\$25.74

JJEC Position Description	Job No.		Hourly Rate Step 1	Hourly Rate Step 2
Secretary-Secondary School	11	Effective July 1, 2014	\$20.64	\$22.93
		Effective July 1, 2015 - 1% increase	\$20.85	\$23.16
		Effective July 1, 2016 - 0.5% increase	\$20.95	\$23.28
		Effective May 1, 2017 - 1% increase	\$21.16	\$23.51
		Effective July 1, 2017 - 0.5% increase	\$21.27	\$23.63
		Effective May 1, 2018 - 1% increase	\$21.48	\$23.86
		Effective July 1, 2018 - 0.5% increase	\$21.59	\$23.98
		Effective May 1, 2019 - 1% increase	\$21.80	\$24.22
Secretary-SSS	56	Effective July 1, 2014	\$21.93	\$24.36
		Effective July 1, 2015 - 1% increase	\$22.15	\$24.61
		Effective July 1, 2016 - 0.5% increase	\$22.26	\$24.73
		Effective May 1, 2017 - 1% increase	\$22.48	\$24.98
		Effective July 1, 2017 - 0.5% increase	\$22.59	\$25.10
		Effective May 1, 2018 - 1% increase	\$22.82	\$25.35
		Effective July 1, 2018 - 0.5% increase	\$22.93	\$25.48
		Effective May 1, 2019 - 1% increase	\$23.16	\$25.74
SIS Database Clerk	32	Effective July 1, 2014	\$20.64	\$22.93
		Effective July 1, 2015 - 1% increase	\$20.85	\$23.16
		Effective July 1, 2016 - 0.5% increase	\$20.95	\$23.28
		Effective May 1, 2017 - 1% increase	\$21.16	\$23.51
		Effective July 1, 2017 - 0.5% increase	\$21.27	\$23.63
		Effective May 1, 2018 - 1% increase	\$21.48	\$23.86
		Effective July 1, 2018 - 0.5% increase	\$21.59	\$23.98
		Effective May 1, 2019 - 1% increase	\$21.80	\$24.22
Software & Network Support Specialist	67	Effective July 1, 2014	\$24.13	\$26.81
		Effective July 1, 2015 - 1% increase	\$24.37	\$27.07
		Effective July 1, 2016 - 0.5% increase	\$24.49	\$27.21
		Effective May 1, 2017 - 1% increase	\$24.73	\$27.48
		Effective July 1, 2017 - 0.5% increase	\$24.86	\$27.62
		Effective May 1, 2018 - 1% increase	\$25.11	\$27.90
		Effective July 1, 2018 - 0.5% increase	\$25.23	\$28.03
		Effective May 1, 2019 - 1% increase	\$25.48	\$28.32
TA-Careers	22	Effective July 1, 2014	\$19.35	\$21.50
		Effective July 1, 2015 - 1% increase	\$19.54	\$21.71
		Effective July 1, 2016 - 0.5% increase	\$19.64	\$21.82
		Effective May 1, 2017 - 1% increase	\$19.84	\$22.04
		Effective July 1, 2017 - 0.5% increase	\$19.94	\$22.15
		Effective May 1, 2018 - 1% increase	\$20.14	\$22.37
		Effective July 1, 2018 - 0.5% increase	\$20.24	\$22.48
		Effective May 1, 2019 - 1% increase	\$20.44	\$22.71

	lah Na		Hourly Rate	Hourly Rate
JJEC Position Description	Job No.	Effective why 1, 2014	Step 1	Step 2
TA-General/Languages	17	Effective July 1, 2014	\$19.35	\$21.50
		Effective July 1, 2015 - 1% increase	\$19.54	\$21.71
		Effective July 1, 2016 - 0.5% increase	\$19.64	\$21.82
		Effective May 1, 2017 - 1% increase	\$19.84	\$22.04
		Effective July 1, 2017 - 0.5% increase	\$19.94	\$22.15
		Effective May 1, 2018 - 1% increase	\$20.14	\$22.37
		Effective July 1, 2018 - 0.5% increase	\$20.24	\$22.48
		Effective May 1, 2019 - 1% increase	\$20.44	\$22.71
TA-Laboratory	13	Effective July 1, 2014	\$23.22	\$25.80
		Effective July 1, 2015 - 1% increase	\$23.45	\$26.06
		Effective July 1, 2016 - 0.5% increase	\$23.57	\$26.19
		Effective May 1, 2017 - 1% increase	\$23.80	\$26.45
		Effective July 1, 2017 - 0.5% increase	\$23.92	\$26.58
		Effective May 1, 2018 - 1% increase	\$24.16	\$26.85
		Effective July 1, 2018 - 0.5% increase	\$24.28	\$26.98
		Effective May 1, 2019 - 1% increase	\$24.53	\$27.25
TA-Library	19	Effective July 1, 2014	\$19.35	\$21.50
		Effective July 1, 2015 - 1% increase	\$19.54	\$21.71
		Effective July 1, 2016 - 0.5% increase	\$19.64	\$21.82
		Effective May 1, 2017 - 1% increase	\$19.84	\$22.04
		Effective July 1, 2017 - 0.5% increase	\$19.94	\$22.15
		Effective May 1, 2018 - 1% increase	\$20.14	\$22.37
		Effective July 1, 2018 - 0.5% increase	\$20.24	\$22.48
		Effective May 1, 2019 - 1% increase	\$20.44	\$22.71
Teacher on Call Dispatch Clerk	1	Effective July 1, 2014	\$21.28	\$23.65
		Effective July 1, 2015 - 1% increase	\$21.50	\$23.88
		Effective July 1, 2016 - 0.5% increase	\$21.60	\$24.00
		Effective May 1, 2017 - 1% increase	\$21.82	\$24.24
		Effective July 1, 2017 - 0.5% increase	\$21.93	\$24.37
		Effective May 1, 2018 - 1% increase	\$22.15	\$24.61
		Effective July 1, 2018 - 0.5% increase	\$22.26	\$24.73
		Effective May 1, 2019 - 1% increase	\$22.48	\$24.98
Frades Assistant	44	Effective July 1, 2014	\$22.50	\$25.00
		Effective July 1, 2015 - 1% increase	\$22.73	\$25.25
		Effective July 1, 2016 - 0.5% increase	\$22.84	\$25.38
		Effective May 1, 2017 - 1% increase	\$23.07	\$25.63
		Effective July 1, 2017 - 0.5% increase	\$23.18	\$25.76
		Effective May 1, 2018 - 1% increase	\$23.41	\$26.02
		Effective July 1, 2018 - 0.5% increase	\$23.53	\$26.15
		Effective May 1, 2019 - 1% increase	\$23.77	\$26.41

JJEC Position Description	Job No.		Hourly Rate Step 1	Hourly Rate Step 2
Welder/Fabricator	37	Effective July 1, 2014	\$26.15	\$29.06
		Effective July 1, 2015 - 1% increase	\$26.41	\$29.35
		Effective July 1, 2016 - 0.5% increase	\$26.54	\$29.49
		Effective May 1, 2017 - 1% increase	\$26.81	\$29.79
		Effective July 1, 2017 - 0.5% increase	\$26.94	\$29.94
		Effective May 1, 2018 - 1% increase	\$27.21	\$30.24
		Effective July 1, 2018 - 0.5% increase	\$27.35	\$30.39
		Effective May 1, 2019 - 1% increase	\$27.62	\$30.69
Youth Worker	61	Effective July 1, 2014	\$23.22	\$25.80
		Effective July 1, 2015 - 1% increase	\$23.45	\$26.06
		Effective July 1, 2016 - 0.5% increase	\$23.57	\$26.19
		Effective May 1, 2017 - 1% increase	\$23.80	\$26.45
		Effective July 1, 2017 - 0.5% increase	\$23.92	\$26.58
		Effective May 1, 2018 - 1% increase	\$24.16	\$26.85
		Effective July 1, 2018 - 0.5% increase	\$24.28	\$26.98
		Effective May 1, 2019 - 1% increase	\$24.53	\$27.25

# SCHEDULE 'B' Notes to Salary Schedule 'A'

### 1. Afternoon Shift Bonus

An afternoon shift bonus of \$0.71 per hour will be paid for all hours worked during that shift when a major portion of the employee's shift is required after 3:00 p.m.

### 2. Evening Shift Bonus

Where the major portion of a shift is scheduled after midnight and before 8:00 a.m. a bonus of seven and a half percent (7 1/2 %) of the basic salary will be paid for all hours worked during that shift.

#### 3. Weekend/Evening Shifts for Custodians

When required at weekends or evenings, a casual custodian will be employed in a school to be responsible for general security and tidiness of the building on a straight time basis (ie. twelve or sixteen percent (12 or 16%) above the basic hourly rate, as per Article 224.2).

#### 4. Custodian-Primary

When only one person is assigned to a building to perform custodial duties that person shall be paid in accordance with the Custodian Primary Salary Schedule.

#### 5. First Aid Allowance

Allowance for performing First Aid duties: \$0.87 per hour

#### 6. Chargehand Rate

Chargehand rate for supervision of 3 or more employees: \$1.08 per hour

#### 7. Dual Certifcation Allowance

Premium rate for holding 2 or more trades certifications as approved by the Assistant Superintendent or designate: \$1.08 per hour

#### 8. Student Workers

Student Workers are to be paid the current base rate of \$10.61 per hour and will attract general wage increases. Student Workers will receive 12% in lieu of benefits.

	Base Rate	Base Rate plus 12%
Effective July 1, 2014	\$10.61	\$11.88
Effective July 1, 2015 - 1% increase	\$10.72	\$12.01
Effective July 1, 2016 - 0.5% increase	\$10.77	\$12.06
Effective May 1, 2017 - 1% increase	\$10.88	\$12.19
Effective July 1, 2017 - 0.5% increase	\$10.93	\$12.24
Effective May 1, 2018 - 1% increase	\$11.04	\$12.36
Effective July 1, 2018 - 0.5% increase	\$11.10	\$12.43
Effective May 1, 2019 - 1% increase	\$11.21	\$12.56

### 9. Temporary Seasonal Workers

Temporary Seasonal Workers are to be paid the current base rate of \$13.29 per hour and will attract general wage increases. Temporary Seasonal Workers will receive 12% in lieu of benefits.

	Base Rate	Base Rate plus 12%
Effective July 1, 2014	\$13.29	\$14.88
Effective July 1, 2015 - 1% increase	\$13.42	\$15.03
Effective July 1, 2016 - 0.5% increase	\$13.49	\$15.11
Effective May 1, 2017 - 1% increase	\$13.62	\$15.25
Effective July 1, 2017 - 0.5% increase	\$13.69	\$15.33
Effective May 1, 2018 - 1% increase	\$13.83	\$15.49
Effective July 1, 2018 - 0.5% increase	\$13.90	\$15.57
Effective May 1, 2019 - 1% increase	\$14.04	\$15.72

# APPENDIX ONE Summary of Gender Neutral JJEC Pay Equity Plan

Point Band	From	То	Mid Point	Job No.	JJEC Position Description	JJEC Points
14	767	806	786.5	50	Assistant Supervisor	776.33
13	727	766	746.5		Not Assigned	
12	687	726	706.5	69	HVAC Mechanic	721.34
12	687	726	706.5	36	Electrician	691.34
11	646	686	666	38	Plumber	664.34
11	646	686	666	34	Computer Service Specialist-Network Tech.	658.33
11	646	686	666	59	Senior Carpenter	655.67
11	646	686	666	46	Senior Painter	652.33
11	646	686	666	45	Locksmith/Carpenter	647.67
10	605	645	625	49	Carpenter	632.34
10	605	645	625	73	Assistant Supervisor - Custodial	628.67
10	605	645	625	35	Electronics Technician	627.00
10	605	645	625	39	Sheet Metal Worker/Roofer	617.34
10	605	645	625	14	Education Assistant - Individual	609.34
9	565	604	584.5	13	TA-Laboratory	601.34
9	565	604	584.5	51	Administrative Assistant-ISP	588.66
9	565	604	584.5	10	Administrative Assistant-Elementary School	580.66
9	565	604	584.5	67	Network & Software Support Specialist	580.00
9	565	604	584.5	61	Youth Worker	572.67
9	565	604	584.5	71	Custodian-Senior Site WVSS	569.00
8	525	564	544.5	33	Software & Network Support Aide	558.34
8	525	564	544.5	25	Custodian-Senior Site Secondary	554.00
8	525	564	544.5	40	Senior Groundsperson	551.33
8	525	564	544.5	4	Pay & Benefits Assistant	551.00
5	525	564	544.5	65	Accounting - Secondary	532.67
8	525	564	544.5	42	Gardener	529.00
7	485	524	504.5	62	Accounting - District Office	521.00
7	485	524	504.5	37	Welder/Fabricator	520.34
7	485	524	504.5	9	Print Shop Operator	519.00
7	485	524	504.5	47	Painter	517.67
7	485	524	504.5	27	Custodian-Senior Site Elementary School	515.67
7	485	524	504,5	72	Custodian-Shift Supervisor WVSS	507.34
7	485	524	504.5	48	Secretary-Facilities	506.34
7	485	524	504.5	15	Education Assistant - Group	506.00
7	485	524	504.5	74	Community Learning/Summer Program Asst.	494.66
7	485	524	504.5	52	Library Cataloguer	494.00
7	485	524	504.5	21	Career Resources Assistant	491.34
7	485	524	504.5	56	Secretary-SSS	486.34

Point Band	From	То	Mid Point	Job No.	JJEC Position Description	JJEC Points
6	445	484	464.5	18	TA-Marker Aide	477.34
6	445	484	464.5	78	Administrative Assistant - IDP	475.34
6	445	484	464.5	28	Custodian-Primary	468.34
6	445	484	464.5	24	Custodian-Shift Supervisor Secondary School	459.34
6	445	484	464.5	1	Teacher on Call Dispatch Clerk	453.34
6	445	484	464.5	79	Home Stay Coordinator - ISP	453.00
6	445	484	464.5	44	Trades Assistant	452.34
6	445	484	464.5	16	Education Assistant-ESL	452.00
6	445	484	464.5	80	Settlement Worker In Schools	445.00
5	405	444	424.5	54	Learning Resources Assistant	429.34
5	405	444	424.5	5	Accounts Payable Clerk	429.34
5	405	444	424.5	32	SIS Database Clerk	421.34
5	405	444	424.5	68	French Immersion Cultural Assistant	421.34
5	405	444	424.5	7	Purchasing Clerk	413.34
5	405	444	424.5	60	Information Management Clerk	413.34
5	405	444	424.5	11	Secretary-Secondary School	413.00
5	405	444	424.5	8	Receptionist-Board Office	410.00
5	405	444	424.5	26	Custodian-Elementary School	409.34
4	365	404	384.5	70	Rentals Clerk-Facilities	386.34
4	365	404	384.5	57	Staffing Assistant - Support/Teaching	385.34
3	325	364	344.5	22	TA-Careers	361.34
3	325	364	344.5	19	TA-Library	361.00
3	325	364	344.5	17	TA-General/Languages	351.00
3	325	364	344.5	55	Circulation Clerk	346.34
3	325	364	344.5	64	Office Assistant-SSS	346.34
3	325	364	344.5	41	Groundsperson	339.00
3	325	364	344.5	81	Office Assistant - ISP	326.34
3	325	364	344.5	77	Receptionist - ISP	326.34
2	285	324	304.5	20	TA-Career Resources	322.34
2	285	324	304.5	63	Data Entry and File Clerk	303.34
2	285	324	304.5	23	Custodian-Secondary School	295.34
2	285	324	304.5	43	Delivery Person	292.67
2	285	324	304.5	66	Labourer	292.34
2	285	324	304.5	31	Receptionist-Secondary	291.00
2	285	324	304.5	75	Community Learning/Summer Camp Clerk	287.34
1	245	284	264.5	76	Community Learning Night Class Support Clerk	267.34
1	245	284	264.5	12	Office Support Clerk	247.34

### **APPENDIX TWO**

### Provincial Framework Agreement ("Framework")

#### between

### BC Public School Employers' Association ("BCPSEA")

and

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

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

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

# 1. Term

July 1, 2014 to June 30, 2019.

### 2. Wage Increases

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

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

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

## 3. Employee Support Grant

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

## 4. Benefits Standardization

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

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

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

- a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- b) a study of the potential for regionalization of wages
- c) an exploration of the potential for a standardized extended health and dental benefit plan
- d) recommendations to address issues associated with hours of work and service delivery
- e) a review of practices in districts having modified school calendars and the resulting impact on support staff
- f) skills enhancement for support staff

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

### 6. Education Assistants Committee

- a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.

- d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.
- e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.
- f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

## 7. Learning Improvement Fund – Support Staff

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

- a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.
- b) In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.
- c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.
- d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA's in circumstances of changing enrollment throughout the school year.
- e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA's are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.
- f) SSEAC will receive the jointly agreed plans from school districts and locals.
- g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.
- h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.

 If permitted by legislation and regulation, a one-time allocation of \$2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.

## 8. PEBT

- a) Date adjustment for the annual funding of the PEBT LTD plan:
- Change the date of the annual funding payment of \$19,428,240 provided by the Ministry of Education from January 1 to April 1 of each year, commencing April 1, 2015. Thereafter the Ministry of Education will provide the PEBT with \$19,428,240 each April 1.

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

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

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

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

## 9. Shared Services

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

## 10. Demographic, Classification and Wage Information

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

## **11. Standardized Job Evaluation Study**

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

neutral job evaluation plan. The Parties agree the plan can be modified to fit the needs of the K-12 sector.

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

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

# **12. Job Evaluation Fund**

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

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

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

## **13. Provincial Bargaining**

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

## 14. Unpaid Work

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

## **15. Workload Concerns**

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

#### **16. Modified Calendar**

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

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

Dated this 7th day of June, 2014.

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

BC Public School Employers' Association & Boards of Education

[Original signed by Bargaining Committees]

#### LETTER OF AGREEMENT

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

#### **Re ECONOMIC STABILITY DIVIDEND**

#### Definitions

1. In this Letter of Agreement:

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

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

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

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

"Calendar year" Is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

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

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

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

# The Economic Stability Dividend

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

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

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

# Annual Calculation and publication of the Economic Stability Dividend

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

- 6. The timing in each calendar year will be as follows:
  - (i) February Budget Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year Real GDP published for the previous calendar year;
  - (iii) November Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
- 7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 Forecast GDP for calendar 2015;
- (ii) November 2016 Real GDP published for calendar 2015;
- (iii) November 2016 Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend

 Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

# Availability of the Economic Stability Dividend

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

# Allowable Method of Payment of the Economic Stability Dividend

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

# Letter of Agreement ("Letter")

#### Between:

### BC Public School Employers Association ("BCPSEA")

#### And:

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

### And:

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

## Re: Employee Support Grant for May/June 2014

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

2. Subject to the terms of this Letter:

- (a) Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.
- (b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
- (c) If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

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

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

[Original signed by Marcel Marsolais]

BCPSEA

K-12 Presidents' Council

[Original signed by Paige MacFarlane]

Ministry of Education on behalf of Her Majesty in Right of the Province of BC

## Letter of Agreement ("Letter")

#### Between:

## BC Public School Employers Association ("BCPSEA")

And:

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

### And:

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

### Re: Employee Support Grant for after June 30, 2014

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

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

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

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

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

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

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

[Original signed by Marcel Marsolais]

BCPSEA

K-12 Presidents' Council

[Original signed by Paige MacFarlane]

Ministry of Education on behalf of Her Majesty in Right of the Province of BC

## **Provincial Support Staff Extended Health Benefit Plan**

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

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

Terms of Reference:

- 1. The committee will consist of no more than 4 members of the K-12 Presidents' Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10<sup>th</sup>, 2014.
- 2. The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.
- 3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.
- 4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.
- 5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.
- 6. Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.
- 7. BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of \$3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.
- 8. Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.

9. The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13<sup>th</sup>, 2014 or a mutually agreed upon day.

#### **APPENDIX D**

#### LETTER OF AGREEMENT

#### **BETWEEN:**

#### BCPSEA

#### AND

#### **K-12 SUPPORT STAFF UNIONS**

#### AND

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

#### **RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities**

#### WHEREAS:

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

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

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

#### THEREFORE:

The parties hereby agree as follows:

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

- 3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
- 4. This letter replaces the letter between the parties signed December 14<sup>th</sup>, 2011 titled "<u>CLASS</u> <u>ORGANIZATION FUND: Support Staff Priorities</u>"

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

[Original signed by Marcel Marsolais]

BCPSEA

Support Staff Unions

[Original signed by Paige MacFarlane]

Ministry of Education

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