

THIS AGREEMENT made the 30th day of June in the year of our Lord One Thousand Nine Hundred and Ninety-Four (1994)

BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

## **SECTION A - THE COLLECTIVE BARGAINING RELATIONSHIP**

### **Article 100 - Recognition**

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

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

### **Article 102 - Term of the Agreement**

This Agreement shall be for a term of two (2) years, with effect from the first day of July 1994 and shall remain in full force and effect thereafter unless either party, at least two (2) months prior to the expiry date of the thirtieth of June, 1996 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 Employees**

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

### **104.1 Employee**

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

### **104.1.1 Permanent Full-Time Employee**

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

### **104.1.2 Permanent Part-Time Employee**

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

### **104.2 Probationary Employees**

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

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

**104.3 Casual Employees**

"Casual Employees" shall mean and include those employees who may be employed by the School Board for work of a recurring but non-continuous nature, and includes those employed on a day-to-day basis at an hourly rate.

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

After three (3) months of continuous work, a casual employee filling an established position shall be deemed to have completed three (3) months of service which shall be used towards the probationary service requirement should the casual be assigned to the established position on a permanent basis.

**104.3.1 Breaks in Service for Casual Employees**

For casual 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, Christmas break, spring break and any other time that the Board determines.

**104.4 Temporary Employees**

"Temporary Employees" shall mean and include those employees hired for a predetermined length of time on a full-time or part-time basis. Temporary employees are paid at the casual rates of pay.

**Article 106 - Committees**

**106.1 Conciliation Committee**

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

The Association will nominate three (3) bargaining representatives.

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

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

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

#### **106.2 Working Committee**

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

#### **106.3 Joint Job Evaluation Committee**

A joint committee has been formed to carry out a gender-neutral job evaluation program, including the updating of job descriptions and the study of pay grades which address internal equity issues, and to subsequently recommend an implementation plan to the Board and the Association.

That for the term of this agreement, the job evaluation program continue, with costs being shared by the Association and the Board. The Board's share not to exceed the \$15,000 budget authorized by the Board.

#### **106.4 Labour Management Committee**

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

#### **Article 108 - Termination of Employment**

- 108.1** All employees other than permanent employees shall be subject to dismissal on one (1) day's notice.
- 108.2** A permanent employee shall be given one (1) month's notice of termination of dismissal or one (1) month's pay in lieu thereof, unless he/she is dismissed for cause.

#### **Article 110 - Grievance Procedure**

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

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

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

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

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

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

## **Article 112 - Arbitration**

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

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

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

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

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

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

#### **Article 114 - Association Security**

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

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

## **Article 116 - Crossing Picket Lines**

- 116.1** The employees covered by this Agreement may refuse to cross a legal picket line maintained during any legal strike. Such action should not be considered grounds for disciplinary action beyond loss of pay for the time absent from duty.
- 116.2** In cases of emergency, the Association agrees to waive the right of refusal to cross the picket line as outlined above for the number of employees required to remedy such emergency.

## **Article 118 - Association Representation**

- 118.1.1** An employee may choose to have his/her Association representative present at meetings with his/her Supervisor which the employee believes may be the basis for disciplinary action.
- 118.1.2** Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall endeavour to notify the employee in advance of the purpose of the meeting to provide the employee with the opportunity of contacting his/her Association representative and requesting that representative's attendance at the meeting, providing this does not hinder the ability of the supervisor in the exercise of his/her authority.
- 118.1.3** This clause shall not apply to meetings involving performance appraisals or of an operational nature not involving disciplinary action.
- 118.2** Notwithstanding the foregoing, it is the supervisor's responsibility to take immediate action where it can be shown that to delay the exercise of such discipline would not be in the best interests of either the employee or the Board.
- 118.3** For the purpose of this section, "Association representative" and "representative" shall mean a shop steward or, in the absence of a shop steward, may also mean an officer of the Association.

**Article 120 - Agreement as to Conditions not mentioned**

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

**Article 122 - Rights of Management**

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

## **SECTION B - SALARY AND BENEFITS**

### **Article 200 - Remuneration and Employee Benefits**

Increases shall be applied across the board to the scale of remuneration for the period of July 1, 1994 to June 30, 1996 to produce new Schedules as follows:

- i) effective June 1, 1995, a 17 cents/hour increase across the board to all pay grades
- ii) effective June 1, 1995, a 16 cents/hour increase to pay grades 7 to 17 inclusive for the purposes of pay equity
- iii) effective July 1, 1995, a 10 cents/hour increase to all pay grades
- iv) effective January 1, 1996, an 11 cents/hour increase to all pay grades

The percentage increase shall also apply to shift differentials and first aid allowances. A total of 2.2% will be applied to shift differentials and first aid allowances as of June 1st, 1995.

It is hereby agreed that the following employee benefits will be continued for the term of this Agreement:

### **Article 204 - M.S.P.**

The Board agrees to pay 85% of the premium cost for employees participating in M.S.P. benefits. These benefits shall apply to probationary and permanent employees after three (3) months' service.

### **Article 206 - M.S.A./E.H.B.**

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

The Vision Care Option shall be added to the Extended Health Plan to cover all employees. The Option will provide a benefit of up to \$200 per claimant, refundable over a twenty-four (24) consecutive month period, subject to the provisions of the Plan. Premiums for the Vision Care Option shall be paid 100% by the Board.

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

**Article 208 - Dental Plan**

The Board agrees to pay 80% of the premium cost of a dental plan, as follows:

Plan "A"	-	80%	payment of claim
Plan "B"	-	50%	payment of claim
Plan "C"	-	50%	payment of claim

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

If part-time permanent employees wish to participate in the Plan, they must do so immediately upon the completion of three (3) months' service. The Board's share in the premium cost shall be in proportion to their time worked and the part-time employee shall pay the balance.

**Article 210 - Group Insurance**

All employees, other than casual, shall be included in the Plan after three (3) months' service. The coverage is as follows, and an employee entering into the Plan prior to age fifty (50) will retain the coverage as described in Article 210.1 to age sixty-five (65). Membership in the Plan is compulsory for all new employees.

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

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

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

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

**Article 212 - Service Recognition Pay - Savings Plan**

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

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

#### **Article 214 - Long Term Disability Plan**

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

#### **Article 216 - Sick Leave**

- 216.1** After three (3) completed calendar months' continuous service, an employee shall be granted sick leave with pay on the basis of one and two-thirds (1-2/3) days per month, twenty (20) working days per calendar year to be allocated on the basis of ten (10) working days on January 1st and July 1st respectively, cumulative to a maximum of two hundred (200) working days, retroactive to the first complete calendar month of employment.
- 216.2** In case of sick leave, the Board may grant up to five (5) days without the employee being required to produce a Medical Certificate provided, however, such employee requesting sick leave has sufficient accredited sick leave. Upon proof of payment, the Board will reimburse the employee for any charges made in acquiring the above certificate.
- 216.3** In Workers' Compensation cases, the time not paid by the Compensation Board shall be treated as sickness and the loss of salary paid by the School Board from the employee's sick leave, but shall not be a deduction from the gratuity allowance.

#### **Article 218 - Gratuity Plan**

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

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

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

- either:
1. Refund, within six (6) months of re-engagement, the amount of gratuity pay previously received, in which case their sick leave entitlement and gratuity pay record will be revised as if their employment had never terminated.
- or:
2. Be eligible for sick leave entitlement of twenty (20) days a year, which shall be cumulative, and such employees shall not be eligible for any further gratuity pay.

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

#### **Article 220 - Compulsory Quarantine**

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

**Article 222 - Superannuation**

- 222.1** All employees shall be advised three (3) months in advance of the date of their superannuation; and on retiring on or between the minimum and maximum retirement ages of sixty (60) and sixty-five (65) respectively, an employee shall receive one (1) month's pay, computed at his or her rate of pay for the calendar month immediately preceding the date of retirement.
- 222.2** An employee who will reach maximum retirement age during a school year may elect to retire immediately or may elect to continue to work to the end of the school year. Such employees shall make application in writing to the Secretary-Treasurer at least four (4) months prior to reaching normal retirement age. The Board may require a medical certificate stating that the employee is physically fit to carry out normal duties. In such cases, all benefits and perquisites shall continue during this period unless prohibited by Statute.
- 222.3** On retiring on or between the ages of sixty (60) and sixty-five (65), an employee not eligible for superannuation shall receive two (2) days' pay for each year of service with the Board.

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

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

**Article 226 - Casual Employees - Percentage in lieu of Benefits**

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

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

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

**Article 228 - Pay for Acting in Senior Capacity**

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

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

**Article 230 - Benefit Continuance**

Employees waiting for acceptance on the Long Term Disability Plan (Article 214) shall have all applicable benefits continue in force (at sharing ratio) for one (1) month.

**Article 232 - Mileage Allowance**

Those persons designated by the Facilities supervisor as required to transport tools and equipment will have a two-tiered rate of fifty-nine (59) cents per kilometre for the first one hundred (100) kilometres per month and twenty-nine and a half (29-1/2) cents per kilometre per month after that.

## **SECTION C - EMPLOYMENT RIGHTS**

### **Article 300 - Seniority**

- 300.1** In making promotions, transfers, and demotions, the skill, knowledge and efficiency of the employees concerned shall be the primary consideration and where such qualifications are equal, length of service shall be the determining factor.
- 300.2** In the event an employee is promoted or transferred to a higher rated position, if such position or classification has a salary range, the employee shall receive the next step in the salary range immediately above the rate he or she received in the former position. If the position or classification has only a wage rate, the promoted or transferred employee shall receive the rate for the position providing there is no reduction in wage rate or salary.
- 300.3** Until an employee has the status of a permanent employee, he/she shall have no seniority rights, and his/her discharge, lay-off or transfer shall not be subject matter of the grievance procedure as outlined in this Agreement.
- 300.4** Effective July 1, 1993, when an employee becomes a permanent employee, the initial date of qualifying employment shall be considered to be the first day worked as a permanent employee in a permanent position for purposes of figuring perquisites and seniority of position.
- 300.5** The Board will prepare a Seniority list on an annual basis.

### **Article 302 - Lay-Off**

#### **302.1 Lay-off by Department**

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

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

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

**302.2 Notification of Reduction in Numbers**

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

**302.3 Timing of Lay-off Notice**

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

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

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

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

**302.5.1 Rights to Displace**

Employees affected by work force adjustments as a result of lay-off shall have the opportunity to displace other employees with lesser seniority in their specified department in the bargaining unit at the same or lesser pay grade. Any affected employee shall have the right to a familiarization period to qualify for any such position obtained as a result of this clause provided the employee is able to demonstrate that he/she is capable of performing the duties of the position. Whether or not the demonstration is successful shall be at the sole discretion of the Board. Employees must exercise their rights to this clause in a reasonable period as determined on each occasion by the parties to this Agreement.

**302.5.2 Right to Transfer**

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

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

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

**Article 304 - Recall**

**304.1 Rehire of Laid-off Employee**

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

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

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

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

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

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

**304.6** **Change of Address**

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

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

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

**Article 306 - Severance Pay**

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

Severance pay shall be calculated at the rate of five per cent (5%) of one (1) year's salary for each year of service, or major portion thereof, to a maximum of one (1) year's salary. A year's service is defined as being a school year for ten (10) month employees, September through June, or twelve (12) continuous months of employment for twelve (12) month employees. Salary on which severance pay is calculated shall be the employee's basic salary at the time the employee received notice that the position occupied by the employee was to be terminated or made redundant.

An employee who receives severance pay pursuant to this clause and who may be subsequently rehired by the Board shall retain any severance payment. The calculation of years of service on rehire for such employee shall commence from the date of the rehire.

### **Article 308 - Job Sharing**

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

### **Article 310 - Teacher/Teacher Assistant Conflict Resolution Process**

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

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

## **SECTION D - PERSONNEL PRACTICES**

### **Article 400 - Filling Vacancies**

The Board agrees that before filling any new permanent or temporary position which has been created; any permanent or temporary position which becomes vacant through the superannuation, promotion, resignation, dismissal or death of an employee covered by this Agreement; and any casual position which becomes permanent, notice of such vacancy shall be posted in a conspicuous place in the Board Office and in a conspicuous place in all schools for ten (10) days before such vacancy is filled. When positions become vacant during the months of July and August, a copy of the notice of the vacancy shall also be forwarded to the home address of all employees in the classification of the vacancy that is being advertised. It is further agreed that the Board will forward a copy of all postings relative to this section to the Association office. The Board has the discretion over whether to fill any vacant position.

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

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

### **Article 401 - Hiring Practices - Internal Applicants**

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

### **Article 402 - Personnel Files**

- 402.1** An employee or his/her designate shall have access to all material in his/her personnel file at a time which is mutually convenient to the employer and only in the presence of someone authorized by the employer.
- 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.
- 402.3** Written reprimands or other disciplinary action shall be removed from the employee's file forty-eight (48) months after the incident, provided there has been no further reprimand or other discipline, and provided the employee's actions do not involve the health and safety of children.

**Article 404 - Copies of Agreement**

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

**Article 406 - Classification**

- 406.1 It is agreed that no innovations, alterations, or changes in work descriptions or the creation of new categories shall be made without consultation between the parties hereto.
- 406.2 When employee responsibilities have increased to duties of a higher classification and the situation has not been recognized by the Board, the employee may apply for reclassification.
- 406.3 When submissions for salary adjustments and promotions are made by the employee in the regular manner and not granted, a written reply is to be sent to the employee.

**Article 408 - Workshops and Training**

- 408.1 The Board will sponsor one (1) workshop for teacher assistants per year - normally concurrent with a non-instructional day. In consultation with the Secretary-Treasurer or designate, a committee of teachers' assistants will determine course content and organize it. Workshops will not normally be held on days when school is in session.
- 408.2 Training and professional development for support staff who are not directly involved with students in class will continue to receive periodic seminars and workshops (e.g. custodians, grounds, facilities, technical, secretarial.)
- 408.3 Employees directed to undertake additional training shall have the cost of such additional training paid for by the Board.

## **SECTION E - WORKING CONDITIONS**

### **Article 500 - Working Conditions**

#### **500.1 Hours of Work**

##### **500.1.1 Facilities Shop Employees**

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

##### **500.1.2 Custodians**

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

##### **500.1.3 Clerical Staff**

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

##### **500.1.4 Ten Month Employees**

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

### **Article 502 - Rest Periods**

Employees working five (5) hours or more per day shall normally be entitled to two (2) fifteen (15) minute rest periods, one (1) during the work period prior to the meal break and one (1) during the work period after the meal break, which rest period shall be included as part of the hours worked. The times when the rest periods are to be taken shall be approved by the Department Head.

### **Article 503 - Travel Time**

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

#### **Article 504 - Overtime**

- 504.1** Hours of work in excess of the normal work day by Probationary or Permanent employees shall be compensated for by the paying of time and one-half for the first two (2) consecutive hours and double time after two (2) consecutive hours in any one day or shift from Monday to Friday. Double time shall be paid to those employees who are required to work during the hours between 12:00 midnight Friday and 8:00 a.m. Monday and on statutory holidays.
- 504.2** Subject to the approval of his/her Department Head, an employee may receive compensating time off in lieu of overtime pay. An employee who elects to receive compensating time off in lieu of being paid for overtime shall be given compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime so worked. (Such overtime shall be calculated in the manner set forth in Article 504.1 above.) However, if an employee does not receive all his/her compensating time off by June 30th of the year following the year in which the overtime was worked, or prior to leaving the service of the Board (whichever occurs first), the employee shall be paid in cash for the overtime for which he/she received no compensation.
- 504.3** The minimum overtime pay for any trouble call shall be two (2) hours at the appropriate overtime rate, provided that if a second trouble call should occur within the two (2) hours, the second trouble call shall not be treated as a separate call.

## **Article 506 - Hand Tools - Facilities Employees**

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

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

## **Article 508 - First Aid**

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

### **508.1 Elementary Schools**

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

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

### **508.2 Secondary Schools**

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

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

## **Article 510 - Changes in Working Conditions**

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

## **Article 512 - Technological Change**

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

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

- 512.1** affects the terms and conditions, or security of employment of a significant number of employees to whom this collective Agreement applies; and
- 512.2** alters significantly the basis upon which the collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Article 112 of this Collective Agreement, 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:
  - 512.4.1** that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the collective agreement was negotiated;
  - 512.4.2** that the employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;

- 512.4.3** that the employer reinstate any employee displaced by reason of the technological change;
- 512.4.4** that the employer pay to that employee such compensation in respect of his/her displacement as the arbitration board considers reasonable;
- 512.4.5** that the matter be referred to the Labour Relations Board.
- 512.5** The employer will give to the Association in writing at least ninety (90) days' notice of any intended technological change that:
- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
  - (b) alters significantly the basis upon which the Collective Agreement applies.

**Article 514 - Teachers' Assistants - Supervision and Duties**

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

## **SECTION F - LEAVES, VACATIONS AND PUBLIC HOLIDAYS**

### **Article 602 - Leave for Association Business**

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

### **Article 604 - Compassionate Leave**

- 604.1** Any permanent employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed four (4) working days in the following events:
- (a) in the case of the death of the employee's wife, husband, child, ward, brother, sister, parent, guardian or common-law spouse;
  - (b) in the case of the death of any other relative if living in the employee's household; or
  - (c) in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the employee.
- 604.2** An employee who qualifies for compassionate leave without loss of pay under Section 604.1 herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia may be granted additional leave without loss of pay for a further period of two (2) working days.
- 604.3** Requests for leave under Sections 604.1 and 604.2 herein shall be submitted to the employee's department head, who will determine and approve the number of days required in each case.
- 604.4** An employee who qualifies for compassionate leave without loss of pay under Section 604.1 herein may be granted such leave when on annual vacation if approved by his/her department head. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.
- 604.5** Upon application to, and upon receiving the permission of the department head, an employee may be granted leave of up to one-half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Section 604.1.

## **Article 606 - Adoption Leave**

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

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

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

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

## **Article 608 - Educational Leave**

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

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

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

## **Article 610 - Leave for Illness in the Family**

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

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

#### **Article 612 - Personal Leave**

- 612.1 Short Term** - Absence for reasons other than those cited above shall be considered personal, and such absence shall be without pay unless otherwise authorized. Application for leave of absence shall be made in writing and be subject to the approval of the Department Head.
- 612.2 Long Term** - Personal leave of absence shall be granted at no cost to the Board for up to one (1) year to employees having five (5) years' service or more, on obtaining approval of the Secretary-Treasurer. The year would normally be a full year commencing in September and ending in August. Applications would be required in March/April to begin the following school year in September. The employee shall not suffer any loss of seniority upon return to the same or comparable position following the year of absence. Extensions of long-term personal leaves will not normally be granted.

#### **Article 613 - Citizenship Leave**

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

#### **Article 614 - Leave for Jury Duty**

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

#### **Article 615 - Parental Leave**

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

#### **Article 616 - Maternity Leave**

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

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

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

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

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

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

**616.4** During any period of separation by reason of maternity, medical and Long Term Disability coverages shall be maintained by the employee paying, in advance, the employee's portion of the premium applicable from the 1st day of the month following the date of separation. During any period of maternity leave, the employee's vacation and sick leave entitlements shall continue to accrue.

#### **Article 617 - Paternity Leave**

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

#### **Article 618 - Vacations and Public Holidays**

##### **618.1 Annual Vacation**

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

- 618.1.1** If one (1) year's service cannot be completed by the 31st of December, he/she shall receive vacation pay in accordance with the Employment Standards Act and Amendments.
- 618.1.2** If one (1) year's service can be completed by the 31st of December, he/she shall receive the greater of:
- vacations in accordance with the Employment Standards Act and Amendments, or
  - fifteen (15) working days at his/her regular rate of pay (and pro rata if his/her service during the year is not full time.)
- 618.1.3** If eight (8) years' service can be completed by the 31st of December, he/she shall receive twenty (20) working days at his/her regular rate of pay (and pro rata if his/her service during the year is not full time.)
- 618.1.4** During the eleventh year of service and in each year of service thereafter, up to and including the fourteenth year, one (1) additional day's vacation, as follows:
- If 11 years' service can be completed by Dec 31 - 21 working days
  - If 12 years' service can be completed by Dec 31 - 22 working days
  - If 13 years' service can be completed by Dec 31 - 23 working days
  - If 14 years' service can be completed by Dec 31 - 24 working days
- 618.1.5** If fifteen (15) years' service can be completed by the 31st of December, he/she shall receive twenty-five (25) working days at his/her regular rate of pay (and pro rata if his/her service during the year is not full time).
- If twenty-five (25) years' service can be completed by the 31st of December, he/she shall receive thirty (30) working days at his/her regular rate of pay (and pro rata if his/her service during the year is not full time.)

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

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

discretion, permit an employee to use such banked vacation under other circumstances.

**618.2.2** During the year of retirement from the service of the Board on pension, either Municipal superannuation or disability provided by Workers' Compensation, an employee shall be entitled to the full vacation provision to which the employee would earn for the year in which such retirement takes place.

**618.2.3** All other employees upon terminating their employment shall in their year of termination continue to receive entitlement prorated in accordance with the number of months worked in that year.

**618.3** Ten-month employees shall have their vacation paid out at the end of December in the year of entitlement.

**Article 620 - Statutory Holidays, etc.**

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

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

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

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

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

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

BOARD CHAIRMAN

BOARD SECRETARY-TREASURER

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

PRESIDENT

1ST VICE-PRESIDENT

**AGREEMENT  
BETWEEN**

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

**AND**

**THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION**

**July 1, 1994 - June 30, 1996**

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- September 16th 1993