

**EMPLOYER PROPOSALS FOR
COLLECTIVE AGREEMENT NEGOTIATIONS**

BETWEEN

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5523

Without prejudice, errors and omissions excepted

BARGAINING OBJECTIVES

PROVINCIAL FRAMEWORK AGREEMENT

The district supports the provincial negotiating process and proposes to adopt the Provincial Framework Agreement as negotiated between BCPSEA and the Support Staff Unions for the July 1, 2019 – June 30, 2022 period.

UPDATE/MODERNIZE LANGUAGE

The district proposes to make housekeeping changes and modernize language in the collective agreement to reflect current realities, legislative change and assist in ease of reference.

SERVICE DELIVERY AND OPERATIONAL ENHANCEMENTS

The district is seeking to enhance service delivery to students and improve administrative and operational efficiency.

BARGAINING PROPOSALS

NOTE: All changes to the collective agreement are shown in **bold** print. Any language removed from the collective agreement is shown as ~~stricken through~~.

PROVINCIAL FRAMEWORK:

The employer recommends adoption of the Provincial Framework Agreement

UPDATE/MODERNIZE LANGUAGE

The district proposes to make housekeeping changes and modernize language in the collective agreement to reflect current realities, legislative changes and assist in ease of reference.

ARTICLE 4: Workplace Environment

(a) No Discrimination

The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of **grounds protected by the BC Human Rights Code** race, creed, colour, national origin, political or religious affiliation, sex or marital status, age, physical ability, mental ability, sexual orientation, nor by reason of membership in a labour union, and the employees shall at all times and in like manner act in good faith toward the Employer.

b) Sexual Harassment in the Workplace

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.

Sexual harassment shall be defined as any unwelcome sexual comment, look, suggestion or physical contact that creates an uncomfortable working or learning environment for the recipient, made by a person who knows or ought to know it is unwelcome. Sexual harassment may include a single sexual advance made by a person in authority over the recipient or implies a threat; and may include a reprisal made after a sexual advance is rejected.

- (i) An employee who wishes to pursue a concern arising from an alleged sexual harassment may submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence through the Union directly to the Secretary-Treasurer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer **and shall be addressed in accordance with Board policy and regulation.**
- (ii) ~~An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.~~
- (iii) ~~The Secretary-Treasurer's designate and a Union representative shall investigate the complaint and shall submit reports to the Secretary-Treasurer, in writing, within thirty (30) days of receipt of the complaint. The Secretary-Treasurer shall, within thirty (30) days of receipt of the reports, give such orders as may be necessary to resolve the issue.~~
- (iv) ~~Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 13.~~
- (v) ~~Pending determination of the complaint, the Secretary-Treasurer may take interim measures to separate the employees concerned if deemed necessary.~~

~~Where either Party to the proceeding is not satisfied with the Secretary Treasurer's response, the complaint will, within thirty (30) days, be put before a panel consisting of a Union Representative, an Employer representative, and a mutually agreed upon chairperson, and the majority decision will be final and binding. This panel shall have the right to:~~

~~(i) — dismiss the complaint;~~

~~(ii) — determine the appropriate level of discipline to be applied to the offender; and~~

~~(iii) — make a further order as is necessary to provide a final and conclusive settlement of the complaint.~~

~~An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Secretary Treasurer or the panel.~~

(c) **Bullying and Harassment**

The Employer and the Union recognize the benefit to be derived from a work environment free from ~~personal~~ **bullying and** harassment and are committed to fostering and promoting such an environment. **These complaints shall be addressed in accordance with Board policy and regulation and the definition of bullying and harassment in WorkSafeBC regulation.** The parties further agree to cooperate in attempting to resolve, in a confidential manner, complaints or disputes pertaining to this article.

~~Harassment, including sexual harassment, shall be considered discrimination.~~

~~— Harassment excludes any reasonable action taken by the employer or supervisor relating to the management and direction of employees or the place of employment.~~

~~— Harassment includes any inappropriate conduct or comment made by a person to an employee that the person knew or reasonably ought to have known would cause the employee to be humiliated or intimidated.~~

In cases of harassment the Employer shall have the right to transfer or discipline any person found guilty of harassing an employee or supervisor.

Any employee displaced as the result of a transfer in paragraph 5 may exercise bumping rights as provided in Article 11.

Note: Instead of including a list of protected grounds, refer to BCHRC to automatically include new protected grounds, such as the recently added “gender identify and expression”. Remove process language for sexual harassment complaints. It doesn’t work well if the respondents are not part of the CUPE bargaining unit. Align the collective agreement harassment language with the WorkSafe definition of “bullying and harassment” and with the employer policy. Having the same process and the same definition when dealing with these complaints would be helpful.

ARTICLE 6: ~~CHECKOFF OF UNION DUES~~

The Employer agrees to deduct from the pay of each employee bi-weekly dues, assessments or initiation fees levied, in accordance with the Union By-Laws and owing by him to the Union. Deductions shall be made from the payroll bi-weekly and shall be forwarded to the Secretary-Treasurer of CUPE Local 5523 not later than the 10th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.

ARTICLE 7: THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint all new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in Articles 5 and 6 dealing with Union Security and **Union Dues Checkoff**. Shop Stewards shall be notified by the Employer of new employees in their department within five (5) working days of the employee's hire.

New employees shall be **informed of** ~~presented with a copy of~~ the Agreement by the Employer and with the name and address of their shop steward on commencement of employment.

Note: update terminology and remove requirement to provide a physical copy of the agreement

ARTICLE 9: DEFINITION OF EMPLOYEES

- (c) The following groups of employees shall receive \$1.50 per hour in lieu of sick leave (Article 21), paid leaves of absence (Article 22), benefits (Article 30) and clothing allowance (Article 31(f)).
- (i) regular employees on layoff who are called for temporary work under Article 11(f), on expiration of the two-month period under Article 11(g);
 - (ii) temporary employees with seniority;
 - (iii) probationary employees without seniority from the 120th day of work in the preceding twelve (12) months.

Payment will be made provided that the employee meets one of the following criteria: an eight (8) hour employee (i.e. bus driver or temporary trades worker) who works four (4) hours or more a day or a seven (7) hour employee (i.e. EA, clerical or office worker) who works three and a half (3.5) hours or more a day.

~~On expiration of the two month period under Article 11(g), a regular employee on layoff may opt at the time of initial layoff to continue on the regular benefit plans provided the plan permits. In such case the employee shall be responsible for payment in advance of both shares of the premium costs for one (1) month at a time.~~

Note: move section to Article 11g and reference in the benefits article – it doesn't really fit well in this section

ARTICLE 10: SENIORITY

(a) Definition

Seniority is length of service with the Employer and, except as provided for in Articles 10(b) and 10(c) with respect to temporary employment, shall date from the original date of commencing work. The Employer shall maintain a seniority list showing the commencement date of each employee's seniority. An up-to-date seniority list shall be sent to the Union and posted ~~electronically on all bulletin boards~~ in April of each year. The Employer shall be notified within thirty (30) days of any errors. ~~The determination of seniority shall be in accordance with the earning system in effect at the time of the alleged error.~~

Seniority shall operate on a bargaining unit-wide basis.

Note: Electronic sharing of information is happening now. Remove last sentence as it is not clear what it means. If there is an error it will be corrected in line with the facts of the error.

ARTICLE 11: LAYOFF, BUMPING AND RECALL

(d) Bumping

- i) An employee whose position is subject to layoff, or reduction of hours shall be entitled to bump a junior employee provided the employee is qualified to perform the duties of the position occupied by the junior employee.
- ii) If an employee is in the process of preparing for the required qualifications at the time of notice of layoff or bumping, the employee shall be allowed to bump provided the qualifications are achieved before the scheduled date of assuming the position.
- iii) Full time employees may bump any employee. Part-time employees may bump only part-time employees.
- iv) Where a temporary position occupied by a regular employee is terminated, the employee shall revert to their previous position.
- v) The Employee shall exercise their bumping right by informing the Employer of choice(s) within seven (7) working days of receiving notice under (c) above. Where an employee declines to exercise their right to bump, the right shall be forfeited for that layoff or reduction.
- ~~vi) Where an employee exercises the right to bump and subsequently is unable to perform adequately the duties of the position, the employee shall have one further right to bump. This bumping right shall be limited to the most junior employee holding the same hours or less of the bumped position, whose position the employee is qualified to fill. Any layoff which occurs as a result of an employee exercising this bumping right will not be restricted and may occur after September 30.~~
- vii) Employees must occupy their bumped position before the position is considered to be theirs unless serious illness, injury or leave of absence prevents the employee from occupying the position. If the employee cannot assume their bumped position within eight (8) weeks the bumping rights of the employee will be deferred until such time the employee can return to work.
- viii) If the employee can assume their bumped position in **eight (8)** weeks or less the bumping process will continue with the incumbents assuming their bumped positions.
- ix) If the regular employee is in a temporary posted position at the time of bumping, the employee must assume the bumped position.
- x) **Any layoff which occurs as a result of an employee exercising this bumping right will not be restricted and may occur after September 30.**

Note: Break bumping into sections to help identify the process.

ARTICLE 11: LAYOFF, BUMPING AND RECALL

(i) Resignation Pay

A laid off employee who resigns shall be paid one weeks pay for each completed year of service up to a maximum of twenty (20) weeks' pay, provided that the employee:

- a) has at least one year of service, and**
- b) has exhausted their bumping rights and**
- c) provides their notice of resignation within 30 days of layoff**

~~Upon being laid off an employee shall have thirty (30) days in which to opt for recall rights under Article 11(e) or to resign. Upon resignation the employee shall be paid one (1) week's pay for each complete year of service up to a maximum of twenty (20) weeks' pay. This option shall only be available to an employee who has been a regular employee for at least one (1) year and who has exhausted bumping rights under Article 11(d).~~

Note: add section title to help make it easier to find and improve organization

(g) Continuation of Benefits

The Employer agrees to pay its share of the monthly premium of the medical, extended health, dental and group life plans up to two (2) months for regular employees who have been laid off. **On expiration of the two (2) month period, a regular employee on layoff may choose to continue on the regular benefit plans provided the plan permits. In such case the employee shall be responsible for payment in advance of both the employer and the employee shares of the premium costs for two (2) months at a time.**

Note: move language from 9c and change 1 month period to 2 months

ARTICLE 20: ANNUAL VACATIONS

(e) Preference in Vacations

~~Annual vacation earned to last working day of June each year is to be scheduled during the following twelve (12) month period. Vacations may be arranged by mutual agreement in any month of the year subject to operational requirements. In the event of conflict between employees' preferences, the choice shall be determined by seniority. Employees may accumulate Unused vacation will be banked up to a maximum of ten (10) days in addition to their annual vacation entitlement. Any excess vacation owing but not taken as of last working day of June will be paid out on the next payroll. Employees with accrued vacation banks will be able to take them as time off until the last working day of June 2016; after that point any unused vacation will be paid out on the next payroll.~~

Note: delete wording which related to the transitional implementation. Change to bi-weekly vacation allocations, no change to overall entitlement.

ARTICLE 22: LEAVE OF ABSENCE

(d) Compassionate Leave

Where a regular employee makes written application for compassionate leave because of serious illness or injury within their family (employee's spouse, or the parents, children and grandchildren of the employee and/or spouse) and where such leave is approved by the Employer, leave of absence with pay up to a maximum of twelve (12) days per year will be granted. The employee may be required to produce a certificate from a duly qualified medical practitioner as proof of such illness in their family.

Unpaid compassionate care leave will be provided in accordance with the requirements of the *British Columbia Employment Standards Act*.

(f) ~~Pregnancy~~Maternity/Parental Leave

Employees shall be granted ~~pregnancy~~ **maternity**/parental leave in accordance with provisions of the British Columbia Employment Standards Act.

(g) General Leave

Provided that adequate replacements are available, the Employer may grant leave of absence with or without pay, for good and sufficient reason acceptable to the Employer. Requests for such leave shall be made in writing. Requests for extended ~~pregnancy~~ **maternity**/parental leave or adoption leave will be considered under this clause.

(h) Paternity Leave

A regular employee shall be granted necessary time with pay to take ~~his wife~~ **their spouse or common law partner** to a hospital, return her home from hospital, or attend the birth of the child. Such leave shall not exceed one (1) day and may be taken in two (2) half days.

Note: update wording to reflect what is in ESA and allow for same sex partners

ARTICLE 29: VIDEO DISPLAY TERMINALS

Article deleted in 2012-2014 bargaining, heading maintained for numbering purposes.

Note: Delete, not necessary

ARTICLE 30: BENEFITS

a)-(i) Benefits Eligibility

Regular employees who are employed on a half-time basis or more shall be eligible for all benefits provided by this Agreement as the conditions of the benefit contracts will permit or as specifically provided in benefit clauses.

Note: add title to assist with clarity, move this section to the first one in Article 30 and renumber accordingly

ARTICLE 31: GENERAL CONDITIONS

(e) Instructional Courses

The Employer agrees to pay the full cost of any course of instruction required by the Employer for any employee to better qualify the employee to perform their job.

The parties agree that in-service training shall be provided each year to all employees. In-service training may include district workshops, out-of-district workshops, college courses, on the job training and individualized and group training programs.

The subject matter and timing shall be determined by the Employer and shall not interfere with the regular operation of the school district.

Note: Add language from LOU 13 and delete LOU.

SERVICE DELIVERY AND OPERATIONAL ENHANCEMENTS

The district is seeking to enhance service delivery to students and improve administrative and operational efficiency.

Service Improvement Allocation Proposal:

The district proposes to engage with the local Union during our bargaining process on service improvement proposals that fall within the mandate for usage of the Service Improvement Allocation funds.

ARTICLE 8: LABOUR MANAGEMENT NEGOTIATIONS

~~(f) Agreement Printing~~

~~The cost of printing the collective agreement in booklet form shall be equally shared by both parties.~~

Note: Either delete and just provide electronically or maybe remove the reference to “in booklet form” so you can just print copies and charge half to the union

ARTICLE 10: SENIORITY

(b) Regular Employees' Attainment of Seniority – Probation Period

Newly hired employees or temporary employees appointed to regular positions shall be on probation for sixty-five (65) of the employee's working days ~~or six (6) calendar months, whichever comes sooner~~ from the date of commencing work in the regular position. During the probationary period employees shall be entitled to all rights and privileges of this Agreement unless otherwise provided, ~~except with respect to discharge~~. **Employees in a probationary period shall not be eligible to post into a different position unless by mutual agreement.** The standard of discharge for newly hired employees or temporary employees without seniority shall be lack of general suitability for continued employment during the probationary period. **Upon successful completion of the probationary period, the employee shall be considered a regular employee.**

Employees with seniority who prove unsuitable in the probationary period shall be returned to their former position without loss of seniority or former hourly wage rate, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority or hourly wage rate.

On completion of probation, ~~newly hired regular employees or temporary~~ employees without seniority shall have their seniority be effective from the original date of commencing work and any days actually worked as a temporary employee within the preceding twelve (12) months shall also be counted as time accumulated for seniority purposes. The date of commencing work where temporary work is to be counted shall be determined by adding the number of working days equal to those actually worked by the employee to the date of commencing work as a regular employee. A statutory holiday shall be considered a day of work.

Probationary extension shall only be done with Union agreement no less than two (2) weeks prior to the end of the probationary period.

Note: 10 b - Add reference to Probation Period to title to make it easier to find. Eliminate confusing wording. Restrict movement during the probationary period. Confirm change of status at the conclusion of the probationary period.

ARTICLE 10: SENIORITY

e) Loss of Seniority

However, an employee shall lose seniority in the event the employee:

- (i) is discharged for proper cause and is not reinstated;
- (ii) resigns;
- (iii) is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;
- (iv) after a layoff fails to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed in writing of their current address;
- (v) is laid off and **does not accept offered work for a minimum of twelve (12) offered shifts per school year** ~~not re-employed within twelve (12) months after layoff.~~
- (vi) is not on an approved leave and does not accept offered work for a minimum of twelve (12) offered shifts per half year. Each half year is defined as the period from February 1 to July 31 and August 1 to January 31 in any calendar year.

Note: Added requirements for those not on approved leaves last time in (vi). Add requirement for laid off employees so that they have to work more than a shift per year to keep their seniority. Union is likely to propose something about being able to resign from their position and keep seniority

ARTICLE 10: SENIORITY

~~(f) Transfers and Seniority Outside the Bargaining Unit~~

~~No employee shall be transferred to a position outside the bargaining unit without consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority in the bargaining unit for one year only.~~

~~Existing parties as at July 1, 1995 shall retain the seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, the employee shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.~~

Note: delete and use general leave if the circumstance occurs.

ARTICLE 11: LAYOFF, BUMPING AND RECALL

(a) General

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, reduction of hours, bumping and recall, the governing principle shall be seniority, except as otherwise provided.

Temporary employees not on the seniority list shall not be entitled to bumping and recall rights.

(b) Procedure

The Employer shall determine which positions are to be terminated or reduced in hours. Where positions are interchangeable and not tied to geographic location, the positions occupied by the most junior employee shall be terminated or reduced.

(c) Reduction in Hours

Should the Employer require a reduction in hours that would result in a twenty percent (20%) or more reduction of the employee's regular posted hours, the employee has the following options:

- (i) **Accept the reduction and remain in the position, or**
- (ii) **Exercise their right to bump as per Article 11d**

(c) Notice

In the event of reduction in the workforce, the Employer shall serve written notice on those employees who will be laid off or have their hours of work reduced **by more than twenty percent (20%)**, as follows:

- (i) Regular employees - not later than thirty (30) calendar days prior to the effective date of layoff or reduction of hours.
- (ii) Temporary employees on the seniority list - not later than seven (7) calendar days prior to the effective date of layoff.
- (iii) Where recall from layoff is for a temporary period of less than fifteen (15) working days, notice under this clause shall not be required for subsequent layoff.

Such notice shall advise the employee of their right to bump and shall contain a copy of the seniority list.

Note: Introduce a threshold for reduction in hours. This will reduce the need to add temporary hours.

ARTICLE 12: PROMOTIONS-POSTINGS AND STAFF CHANGES

(a) Job Posting

(i) When a vacancy occurs the Employer shall notify the Union by electronic mail and post notice of the position electronically ~~and in the Employer's office, shops and on all Union designated bulletin boards~~ for a minimum of five (5) working days in order that all regular employees will know about the position and be able to make written application therefor. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift and wage and salary rate or range.

(ii) ~~No advertisement for additional employees shall be made until after such posting has been completed. By agreement with the Union this requirement may be waived for an individual posting.~~

If other jobs or skills are added to a job posting then this will be done with union consultation.

(iii) If a position is to have an increase in **regular hours** to become full-time, then the Employer must post the position unless the position was previously reduced from full-time and the incumbent declined to exercise their right to bump.

Note: Update title, attempt to move to electronic only postings. Remove restriction on external postings internal qualified applicants with seniority will continue to have preference over external applicants.

(b) Posting of Temporary Vacancies and Positions of a Temporary Nature

(i) In the event of a temporary vacancy in excess of eight (8) weeks that the Employer wishes to fill or in the event of the Employer establishing a position of a temporary nature that will exist for more than eight (8) weeks, that vacancy (position #1) will be posted in the normal manner.

(ii) Should a regular employee be the successful applicant for position #1, that employee's job (position #2) shall be posted temporarily. Should a regular employee be the successful applicant for position #2, that employee's job (position #3) shall not be posted. Position #3 shall be available to employees with the required qualifications, fitness and ability on layoff first, then to such temporary employees with seniority. If position #3 is a Custodian-in-charge (with supervision) position, that position shall first be offered by seniority to the custodian(s) assigned to that school.

- (iii) If the posted temporary position again becomes vacant within thirty (30) days of the successful applicant commencing work, the next most senior person with the required qualifications, fitness and ability that had originally bid on the temporary position will be awarded the vacancy. In the event there is no other applicant with the required qualifications, fitness and ability who had originally bid on the position then the Employer may fill without posting.
- (iv) At the end of the temporary position, unless the former position has been eliminated or reduced in hours, the regular employees shall return to their former positions. There are no bumping rights at the end of temporary postings.
- (v) Employees in temporary positions will be required to complete their temporary positions before being eligible for an appointment to a subsequent temporary position. All employees may apply for a regular position at any time.

Note: Eliminate LOU 12 and add language to Article 12 to address temporary postings. Some changes to language have been made to improve operational efficiency. This language is essentially similar to that of SD 53 and Local 523.

- (c) ~~(b)~~ (i) Method of Making Appointments
Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant having the greatest seniority, and having the required qualifications, fitness and ability. Union members are entitled to union representation when being interviewed.
- (ii) Trial Period
The successful applicant shall be provided with an orientation as required at the commencement of the job and shall be placed on trial for a period of sixty-five (65) of the employee's working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or so chooses within fifteen (15) working days, they shall be returned to their former position without loss of seniority or hourly wage rate, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and hourly wage rate.
- (d) ~~(c)~~ Union Notification
The Union shall be notified in writing of all appointments, hirings, layoffs, resignations, rehiring and terminations of employment within 10 (ten) working days.
- (e) ~~(d)~~ Disabled Employees' Preference
Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years or disablement is unable to perform their regular duties, may be given the preference of any suitable light work available at the salary payable at the time for the position to which the employee is assigned.

(f) ~~(e)~~ Promotions Requiring Higher Qualifications ~~Preparing for Qualifications~~

~~In cases of promotion requiring higher qualifications or certification or another spoken language, †~~The Employer shall give consideration to employees who do not possess the required qualifications, but are preparing for qualification prior to filling of a vacancy **when filling a vacancy for which there are no qualified internal applicants.** Such employees will be given an opportunity to qualify within a reasonable length of time and to revert to their former positions if the required qualifications are not met within such time.

Note: Consider employees who are preparing for qualifications for all positions (not just promotions) as long as there are no other internal qualified applicants.

(g) ~~(f)~~ Transfers

By mutual agreement between the Employer and the Union, an employee may be transferred from one position to another in the same classification within the school district:

- (i) if it is considered the employee can better serve the Employer in the new situation, or it is proven that a move will be beneficial to the employee;
- (ii) an employee may be temporarily transferred for training in an appropriate school.
- (iii) in cases where there is a duty to accommodate or findings of workplace harassment or bullying.
- (i) **In cases where a position is no longer required due to mid-year enrollment changes the Employer may, after consultation with the union, initiate a temporary employee transfer within the same classification as long as there is no loss of hours to the employee. If the position is required for the following year it shall be reposted during the spring staffing process and the transferred employee will be given notice of layoff.**

Note: allow for mid-year transfers to deal with enrollment changes

(h) ~~(g)~~ Summer Postings

~~No job postings shall occur during the months of July and August. The Union agrees that the Employer may fill any vacancies during this period on a temporary basis, subject to posting in September.~~

~~Notwithstanding the above, by agreement with the Union, †~~Vacancies in July and August may be posted **on the district website** for ten (10) days commencing July 15 or August 15. ~~Absent employees shall be notified through the district email of the vacancy. Faxed and emailed applications will be acceptable. Employees who, for good reason, can demonstrate they were unable to be aware of such posting shall be eligible to apply in September.~~

Note: Delete requirement for agreement for summer postings and keep it more consistent with regular posting process.

ARTICLE 14: ARBITRATION

(a) Sole Arbitrator

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within five (5) working days thereafter the parties shall select a sole arbitrator. If the parties cannot agree on the selection of an arbitrator the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party.

~~(b) Board of Arbitration~~

~~By mutual agreement, the parties may elect to use a three (3) person Board of Arbitration. Within five (5) days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.~~

~~If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within five (5) days, the appointment shall be made by the Director of the Arbitration Bureau upon the request of either party.~~

(c) Arbitration Procedure

The Arbitrator ~~or the Arbitration Board~~ may determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. ~~The decision of a majority shall be the decision of the Board.~~

(d) Arbitration Decisions

Arbitration decisions, ~~whether of a sole arbitrator or of a board of arbitration~~, shall be final and binding on all parties, but in no event shall the Arbitrator(s) have the power to modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator(s) who heard the dispute to clarify the decision, which shall be done as soon as possible.

(e) Expenses

Each party shall pay:

(i) One half (1/2) the fees and expenses of ~~a sole~~ **the** arbitrator ~~OR~~

~~(ii) The fees and expenses of the arbitrator it appoints AND~~

~~(iii) One half (1/2) of the fees and expenses of the Chairperson.~~

(f) Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

(g) Witnesses

At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have

access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

(h) Alternate Dispute Resolution

Grievances may be submitted to alternate dispute resolution provisions of the Labour Relations Code, including expedited arbitration, in accordance with the requirements of the Code. Such decisions shall be of no precedential value unless agreed to by the parties. Costs of the mediator/arbitrator shall be shared equally between the parties.

Note: remove reference to Board of arbitration. It is costly and not used in practice.

ARTICLE 15: DISCIPLINE

c) Clearing of Records

Provided there have been no further offenses any reference to discipline shall be removed from an employee's file after ~~twenty-four (24) months~~ **forty-eight (48) months.**

Note: lengthen retention period. Other districts do have 48 months.

ARTICLE 16: HOURS OF WORK

(a) Hours of Work

(i) Bus Drivers, Maintenance Workers and Custodians

The normal work week shall consist of five (5) eight-hour days or forty (40) hours from Monday to Friday inclusive.

(ii) Office Employees, Education Assistants and Aboriginal Support Workers

The normal work week shall consist of five (5) seven-hour days or thirty-five (35) hours from Monday to Friday inclusive.

(iii) Days of Rest

Notwithstanding any other provisions of this Agreement, those employees who of necessity regularly work on Saturday and Sunday shall have as rest days two other consecutive days of the week. In such event, Saturday and Sunday shall be considered working days and overtime rates will not apply excepting for the time worked in excess of the normal work day. ~~Their days off shall be considered as Saturday and Sunday for overtime provision purposes.~~ Weekend shifts shall only be established where and when required for climatic or educational requirements.

(b) Working Schedule

The Employer agrees, in consultation with the Union, to set forth the working schedule of each department, hereinafter referred to as the "Work Schedule". The schedule shall be deemed to constitute Schedule "B" of this Agreement.

(c) **Bus driving shall be considered as four (4) hours per day whether or not actual driving time amounts to this number of hours; however, any bus driver may be regularly assigned to a driving schedule of up to eight (8) hours per day provided the Employer's notice of intention to change the regular schedule is given to the employee not less than one (1) week prior to the effective date of the new schedule. All regularly-assigned driving schedules shall include thirty (30) minutes of preparation time per day including pre-trip and post-trip inspections, fuelling, bus sweep out, and all necessary communications and paperwork. Any abnormal extensions to a route are to be recorded on the time sheet.**

When a driver's day is broken into two (2) parts, they shall be paid a minimum of two (2) hours for each part, for a total of four (4) hours. When a driver's day is broken into three (3) parts, they shall be paid a minimum of two (2) hours for each part, for a total of six (6) hours. When a driver is called back to work they shall be paid a minimum of two (2) hours at overtime rates.

Bus drivers' necessary trip expenses will be paid at full cost on presentation of paid receipts.

Note: Move language about bus driver schedules to Article 16 and delete it as a Note on Schedule A. Change language to allow for shifts of up to 8 hours without requiring that they be in 1 hour increments.

ARTICLE 16: HOURS OF WORK

~~(c)~~ **(d) Minimum Hours**

In the event of an employee starting work in any day and being sent home before they have completed four (4) consecutive hours, they shall be paid for four (4) hours.

The four (4) hour minimum does not apply to:

- (i) Bus drivers called in for one-half (1/2) of the regular school day run, or for an extra trip assignment of a minimum of two (2) hours per day.
- (ii) Noon hour/bus supervisors who work a minimum of one (1) hour per day.
- (iii) Meals Coordinators.**
- (v) Small schools with fewer than seventy-five (75) students as of September 30 in which case a two-hour minimum will apply for that school year**
- (vi) Strong Start Coordinators as per LOU.**
- (vii) Other positions as mutually agreed. Such agreement will not be unreasonably withheld.**

Consecutive hours do not apply to:

- (i) Bus drivers
- ~~(ii) First Nations EA at the Native Tutorial Program at 6 Mile~~
- (iii) Other positions by mutual agreement.

Note: expand list. Include Meals Coordinator as agreed upon in the LOU and delete the LOU. Try to also add the last one. Remove reference to 6 mile as it no longer exists.

~~(d)~~ **(e) Break Periods**

All employees **working a minimum of three (3) hours and up to six (6) hours** shall be permitted **one fifteen (15) minute rest period. Employees working shifts of more than six (6) hours shall be permitted two-a fifteen (15) minute rest periods.**; ~~both in the first half and the second half of a shift.~~

Note: clarify when breaks are provided. Confirm current practice. Eliminate requirement to separate break periods into first and second half of the shift to allow more flexibility in scheduling. By restricting the second paid break to more than 6 hours it encourages the creation of 6 hour EA positions.

ARTICLE 22: LEAVE OF ABSENCE

(a) (iv) Reimbursement

When Union representatives are on Union leave without pay they shall continue to receive their pay directly from the School District as if they were at work. The Union shall reimburse the District for time spent by the employee on unpaid Union leave at the employee's hourly rate as per Wage Schedule "A" in the Collective Agreement **plus vacation entitlement**. An additional compensation top up **percentage for benefit costs shall be** ~~of twenty four percent (24%)~~ applied to the hourly rate **and** shall be paid by the Union ~~for benefit costs~~. This **percentage rate** shall be **established at the beginning of each year** ~~reviewed and may be adjusted~~ by mutual agreement to reflect actual benefit costs ~~at the beginning of each collective agreement~~, such agreement not to be unreasonably withheld.

Note: Changes to keep current and reflect actual costs of union leaves.

(m) Other Employment

Leaves of absence may be granted to regular employees for the purpose of accepting a temporary position with another employer for a period of twelve (12) months or less.

Should the temporary position with the other employer become permanent, or should another permanent position be accepted, the employee shall be required to resign from the employ of School District No. 22 (Vernon).

Note: Delete LOU 11 and add language to the collective agreement.

ARTICLE 25: - SUPPLEMENTATION OF COMPENSATION AWARD WORKSAFEBC
SUPPLEMENTAL BENEFITS

An employee prevented from performing their regular work with the Employer on account of an occupational accident arising out of their employment with the school district, that is recognized by WorksafeBC as compensable within the meaning of the Act, shall receive from the Employer the net pay an employee would receive while at work **for a maximum of six (6) months**. The employee shall be required to deposit or have deposited by WorksafeBC their benefit payments with the Employer. ~~This entitlement shall continue as long as the employee retains their status as an employee and shall not prejudice the Employer's review of that status.~~

Note: Change title to make the article easier to find. Limit the period of time that top up is paid – this is the case in Local 523 and other CUPE locals.

ARTICLE 26: ADJUSTMENT PLAN CHANGES THROUGH MECHANIZATION AND TECHNOLOGY

No regular employee shall be dismissed because of mechanization, or technical change unless, through discussion between the Employer and the Union, agreement has been reached.

In the event that the Employer should introduce any technological methods or mechanization which require new or greater skills than are possessed by an employee under the present method of operation such employee shall, at the expense of the Employer, undergo a period of training, during which time the employee will have the opportunity of becoming fully qualified. Prior to entering into the training period, discussion shall take place between the parties to this Agreement in order to determine the manner and method of replacing the employee while undergoing training and the job to which the employee may return should they be unsuccessful in the training.

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees the Employer will consult with the union and comply with Section 54 of the *BC Labour Relations Code*.

Note: Either delete or refer to the LRC – we have tried this in the past unsuccessfully. Consider whether it is a priority this time

ARTICLE 33: SUBCONTRACTING

(a) The following provisions shall apply:

The Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit, shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee excepting:

- (i) that the Employer reserves the right to subcontract the operations of school buses, provided the Union is notified at least six (6) months in advance and **an adjustment plan for affected employees agreement** is reached through negotiations between the parties to this Agreement, and,
- (ii) in instances where the Employer feels that any operation presently performed within the bargaining unit could be more efficiently performed in some other manner the Employer may, in consultation and by agreement with the Union, subcontract that particular operation. **Such agreement is not to be unreasonably withheld.**
- (iii) **Notwithstanding any other provision in the Collective Agreement the Board may tender capital projects, consistent with the Vince Ready decision of February 02, 2004.**

Both parties recognize the value parent volunteers have within the school system.

Note: The changes to (iii) and the next sentence reflect the current language in LOU3. Other changes would be operationally helpful and staff have asked for them but very low likelihood of achieving in bargaining.

ARTICLE 34: TERM OF AGREEMENT

Proposal:

3 year term

WAGE SCHEDULE A

Proposal:

Include updated schedule to reflect current jobs and rates

WAGE SCHEDULE A

Page 41

BUS DRIVERS

~~Bus driving shall be considered as four (4) hours per day whether or not actual driving time amounts to this number of hours; however, any bus driver may be regularly assigned to a driving schedule of five (5), six (6), seven (7), or eight (8) hours per day provided the Employer's notice of intention to change the regular schedule is given to the employee not less than one (1) week prior to the effective date of the new schedule. All regularly assigned driving schedules shall include thirty (30) minutes of preparation time per day including pre trip and post trip inspections, fuelling, bus sweep out, and all necessary communications and paperwork. Any abnormal extensions to a route are to be recorded on the time sheet.~~

~~When a driver's day is broken into two (2) parts, they shall be paid a minimum of two (2) hours for each part, for a total of four (4) hours. When a driver's day is broken into three (3) parts, they shall be paid a minimum of two (2) hours for each part, for a total of six (6) hours. When a driver is called back to work they shall be paid a minimum of two (2) hours at overtime rates.~~

~~Bus drivers' necessary trip expenses will be paid at full cost on presentation of paid receipts.~~

Note: delete and add language to Article 16, remove restriction on driving schedules being built to the next whole hour

SCHEDULE "B"

This Schedule is written pursuant to Article 16(b) of the Agreement and any changes in the Schedule shall be determined by the Employer only after consultation with the Union.

The normal work day shall be scheduled within the following hours of work:

July and August:

7:00am ~~8:00 a.m.~~ - 5:00 p.m. all employees one (1) hour off for meal

24-Hour Coverage:

11:00 p.m. - 7:00 a.m., half (1/2) hour off for meal

7:00 a.m. - 4:00 p.m., one (1) hour off for meal

3:00 p.m. - 11:00 p.m., half (1/2) hour off for meal

Graveyard Shift:

11:00 p.m. - 7:00 a.m., half (1/2) hour off for meal

Morning Shift:

7:00 a.m. - 3:30 p.m., half (1/2) hour off for meal

Afternoon Shift:

3:00 p.m. - 11:00 p.m., half (1/2) hour off for meal

One-Man Schools & Split Shifts:

Shifts to be worked eight (8) hours in a twelve (12) hour period and shall be limited to two (2) parts.

A break of up to one (1) hour for a meal is not a break that creates a split shift.

Maintenance Employees:

7:00am – 5:00pm ~~8:00 a.m. – 4:30 p.m.~~, half (1/2) hour off for meal

School Clerical Employees:

Seven (7) consecutive hours between

7:00am – 5:00pm ~~7:30 a.m. and 4:30 p.m.~~, one (1) hour off for meal

Board Office Employees:

Seven (7) consecutive hours between

7:00am – 5:00pm ~~7:30 a.m. and 4:30 p.m.~~, one (1) hour off for meal

Bus Drivers:

To be arranged according to requirements of the route and other duties, but in no event to extend over a period longer than thirteen (13) hours.

Hours of work may be changed ~~by mutual agreement of the parties hereto so as~~ to provide for a **either a one-half (1/2) hour or one (1) hour** lunch period.

Upon request and supervisory approval, an employee may adjust their daily work schedule without loss of earnings and without payment of overtime, so long as the employee works their total posted hours and no more than the number of normal hours of the classification during the pay period.

Bus Drivers:

~~To be arranged according to requirements of the route and other duties, but in no event to extend over a period longer than thirteen (13) hours.~~

LETTERS OF UNDERSTANDING

LOU #1 – Apprenticeship Program	Revise
LOU #2 – Article 33	Delete
LOU #3 – Vice Ready 2004 Award move to Article 33	Delete and
LOU #4 – Education Assistants (EA’s)	Revise
LOU #5 – Deferred Salary Leave Plan Non Teaching Staff	Delete
LOU #6 – Joint Job Evaluation Maintenance Procedure	Renew
LOU #7 – Job Security	Delete
LOU #8 – Capital Projects, Kelleher LOU	Revise
LOU #9 – Maintenance Service Temporary Trades Workers	Renew
LOU #10 – Student Supervisors	Renew
LOU #11 – Leaves of Absence to Article 22	Delete and add
LOU #12 – Temporary Postings language to Article 12	Delete and add
LOU #13 – Training (In-Service) language to Article 31e	Delete and add
LOU #14 – Transportation Services Student Activity Policy &	Replace with updated LOU
LOU #15 – Transportation Services Article 11(d) Bumping – Transportation Dept. Employees	Delete
LOU #16 – Transportation Services Bus Drivers – Assignment	Revise
LOU #17 – Work Experience Placement Partnership Agreement	Revise
LOU #18 – In-Service Fund	Revise

LOU #19 – Secondary School Apprenticeship Program	Renew
LOU #20 – Strong Start Coordinator	Revise
LOU #21 – Aboriginal Education Support Workers	Renew
LOU #22 – Call-Out Procedure for Unposted Temporary Work	Revise
LOU #23 - ARTICLE 16(c): HOURS OF WORK - EXEMPTION FOR MEAL COORDINATOR(S) POSITION – was a new LOU. Delete and add to Article 16c	
LOU #NEW: Field Safety Representative (FSR)	
Settlors Statement on Accepted Policy and Practices of the PEBT	Delete

LETTER OF UNDERSTANDING

BETWEEN:
THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

1. APPRENTICESHIP PROGRAM

CONDITIONS:

1. Initial selection as an apprentice under this program will be through a joint union/management committee comprised of two (2) representatives each.
2. Notwithstanding Article 10 **and** Article 12, the apprentice will be given first opportunity at work in the apprentice's trade.
3. School District No. 22 (Vernon) will authorize leave without pay to the apprentice for the purpose of attending full-time courses required under the apprenticeship program.
4. School District No. 22 (Vernon) is under no obligation to provide the graduate apprentice a job as a journeyman.
5. The starting rate of pay will be 25 cents less than the prevailing Helper and Groundsman rate and will rise to the journeyman rate in accordance with the apprenticeship contract's sliding scale.
6. All other terms and conditions to this program will be governed by the apprenticeship contract and the current Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

3. ~~Vince Ready 2004 Award~~

~~Notwithstanding any other provision in the Collective Agreement the Board may tender capital projects, consistent with the Vince Ready decision of February 02, 2004.~~

~~Both parties recognize the value parent volunteers have within the school system.~~

Note: delete LOU and move language to Article 33

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

4. EDUCATION ASSISTANTS (EA)
1. EAs with primary responsibilities in the following categories or programs are not eligible for postings between the second week in September and the last Friday in June:
- Resource Rooms
 - Physically Dependent/Deaf Blind
 - Low incident needs students

Notwithstanding the above, there may be students in other categories where the EA change will be a serious disruption and detrimental to the student. In these instances the Board designate and the Union designate shall review whether the EA has a primary responsibility with an identified student and thus will not be eligible for postings during the school year.

For the purposes of this Letter of Understanding, primary responsibility is identified as an EA whose assignment is 70% or more with an identified student.

In the event that an employee disputes their primary assignment is 70% or more, the following process shall apply:

The Secretary-Treasurer's designate and a Union representative shall meet to review and resolve the matter.

If the Secretary-Treasurer's designate and the Union representative cannot resolve this matter it will be subject to the grievance procedure as provided in Article 13.

2. EA positions that become available or vacant between the last Friday in June and a posting meeting held during the ~~first~~ **second** week of school shall be filled as follows:
- 2.1 Positions vacant will be filled on the basis of seniority providing necessary qualifications by those present at the meeting.

- 2.2 Vacancies resulting shall be filled from those present at this same meeting or filled subsequently by temporary appointment.
3. New postings created after ~~the first week of school~~ **posting meeting** will be filled on a temporary basis until the end of that school year. If these new postings are determined to be ongoing positions for the subsequent school year they will be posted and filled in the usual manner prior to the last Friday of June.

EAs, other than those identified in #1 above, may apply for postings which would increase their number of hours per week or increase the rate of pay.

4. Staff changes that become necessary during the school year will be dealt with through transfers initiated by the Board in the following manner:
 - 4.1 When a work location identifies a CUPE employee as not required at that location the employee will be so informed.
 - 4.2 Prior to initiating a reassignment, the Board will provide the employee with an opportunity to indicate preferences to be considered for any available positions within the same classification for which that employee is qualified.
 - 4.3 If there are no available positions within the same classification or at the same or greater number of hours, the Board may reassign the employee to another work location at the same classification and at the same or greater number of hours or to the casual list.

Due to valid concerns, should the employee find none of the choices to be acceptable, the following procedures will apply:

- 4.4 A Joint Committee will be struck to assess the validity of the employee's concerns and to discuss further options.
- 4.5 Should the Joint Committee not agree, the disagreement shall be referred to Article 13 Grievance Procedure, Step 3.
- 4.6 Failing resolution of Article 13, the matter will be referred to Article (14h) Expedited Arbitration.
5. Temporary vacancies where the term of the vacancy is uncertain (... or upon return postings). Should the incumbent return to work during the school year, the Board will place the temporary EA in a position guaranteeing the same number of hours per week as their regular posted EA position. This guarantee will be to a maximum of 3420 hours for the school year. When the maximum of 3420 hours is reached, the EA will be placed on the casual list. Subsequent vacancies will not be posted until displaced EAs have been assigned.
6. No provision of this clause is intended to prevent EAs from posting into other full or part time positions in other classifications at any time.

7. In the event that an employee disputes the temporary nature of position posted during the school year, that designation as temporary and the restriction noted in Subsection 1 above, will be subject to the grievance procedure as provided in Article 13.

8. The parties shall meet when deemed necessary by either party to review the terms of clause 1 above.

Note: update to reflect current practice

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

8. CAPITAL PROJECTS
KELLEHER LETTER OF UNDERSTANDING

~~Letter of Understanding dated 24 November 1999 re. Kelleher Award be included in the Collective Agreement.~~

~~Signed at Vernon, British Columbia, this _____ day of December, 2014~~

~~FOR THE BOARD: _____ FOR THE UNION:~~

~~_____
Secretary Treasurer _____ President, CUPE Local 5523~~

~~THE KELLEHER LETTER OF UNDERSTANDING~~

~~BETWEEN:~~

~~_____ BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 22 (VERNON)~~

~~{the "Employer"}~~

~~AND:~~

~~_____ CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523~~

~~{the "Union"}~~

~~LETTER OF UNDERSTANDING~~

- ~~1. This Agreement addresses disputes in the Maintenance and Custodial Department including Capital Projects which may arise pursuant to Article 33 of the Collective Agreement.~~

2. The Employer agrees that Article 33 protects work presently performed or hereafter assigned to the bargaining unit.
3. Such work will not be contracted out without consulting and reaching agreement with the Union. The Union will not withhold agreement unreasonably.
4. The parties recognize that if an emergency arises, the Employer may need to engage a contractor without being able to consult and reach agreement with the Union.
5. If a regular maintenance employee is funded under their Operating Budget and is laid off and on the recall list, the Employer will give preference to recalling that employee over engaging a contractor, providing the employee is capable of and qualified to performing the work protected by Section 2 of this Agreement.
6. Custodians will be engaged to open or secure schools and/or provide janitorial services for functions outside school hours whenever the Employer considers it reasonably necessary.
7. The Employer and the Union agree to the creation of the Joint Article 33 Committee. Each party shall appoint two persons to the Committee (any two of the three Union table officers). CUPE Staff Representatives and the Secretary-Treasurer may attend as well. Employees will attend without loss of pay.
8. The mandate of the Committee is to discuss and reach agreement on any issue of whether contracting out under Article 33 is to proceed, any issue under Section 6 of this agreement over whether custodians' services were reasonably necessary and any dispute over whether an emergency arose within the meaning of Section 4 of this Agreement.
9. The Committee will meet once each month and wherever any party feels it is necessary in addition to that.
10. Any matter that is not resolved by the Committee may be referred by either party to Marguerite Jackson of Enderby, B.C., for an expedited ruling. If Marguerite Jackson is unavailable, the parties will call Colin Taylor, Q.C. of Kelowna.
- ~~11. This resolves grievances put before Stephen Kelleher, apart from Lynn Frerichs.~~
- ~~12. Without admission of liability, the Employer will contribute \$800, split between Salvation Army Food Bank, Hospice House and Santa's Toy Club.~~
- ~~13. Stephen Kelleher retains jurisdiction to deal with disputes arising from the implementation of this Agreement.~~

Note: Just keep what is relevant.

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

9. MAINTENANCE SERVICES
TEMPORARY TRADES WORKERS & ADDENDUM

The following terms and conditions shall apply to temporary maintenance employees:

1. Any temporary maintenance employee having completed ten (10) months of continuous service or who qualifies under the ~~option~~ Municipal Pension Plan enrolment shall be then appointed as a regular less than twelve (12) month employee.
2. Effective the date of regular appointment these employees shall be entitled to all the terms and conditions of the collective agreement, including the right to bid for any vacancies in the bargaining unit and for such purposes their seniority shall be applicable. Employees who wish to exercise their option to bank vacation pay as per Article 20(f) may utilize this pay at periods other than the designated breaks with approval.
3. Article 11 – Layoff, Bumping and Recall shall not apply to these employees. Such employees shall be laid off in reverse order of their seniority within the Maintenance Department only, subject to job requirements, and shall not have the right to bump employees in other parts of the bargaining unit. If a written extension of a posted position ends prior to the specified end date the Employer will provide seven (7) days' notice.
4. ~~Effective March 1, 2012, the following employees shall have full rights under the collective agreement as stated above:~~

Terry Nickel _____ Milton Hazell
Kevin Doyle _____ Joe Brownrigg

5. ~~Robert Mayer will continue under this Letter of Understanding, but will retain the twelve (12) month employee status.~~

The Provincial Accord does not apply to employees covered under this letter with respect to the September 30th lay-off.

Note: Keep what is current and relevant

LETTER OF UNDERSTANDING

BETWEEN:
THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

10. STUDENT SUPERVISORS

The following terms and conditions shall only apply to Student Supervisors.

1. Nine percent (9%) payment of their hourly rate in lieu of vacation pay, statutory holidays, paid leave of absence.
2. The hours of employment shall be restricted to the noon hour period or after school at each school and student supervisors will not be required to work in excess of one (1) hour in either position except in the event of unforeseen or emergent circumstances that may require the student supervisor to work in excess of one (1) hour. Prior approval of the Administrative Officer must be obtained.
3. The Board shall pay wages every second Friday. On each pay day each student supervisor shall be provided with an itemized statement of their wages and deductions. Payment shall be made by way of deposit to the employee's bank.
4. It is recognized that teachers may also provide student supervision pursuant to the School Act. This Letter of Understanding is not applicable to these persons.
5. Student Supervisors shall not be paid overtime as a result of work performed by them as a student supervisor.
6. Student Supervisors shall be classified as a regular employee except where varied by language (~~see Temporary Posting LOU #14~~).
7. The successful applicants to the position of Student Supervisor shall be placed on trial for a period of 65 working days.
8. Seniority for Student Supervisors is applied on a classification only basis. Seniority shall be accumulated in hours and be effective from the date of employment and maintained as a separate list.

Note: remove reference to LOU 14. Language is proposed to be changed and added to Article 12

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

~~11. LEAVES OF ABSENCE~~

~~Leaves of absence may be granted to regular employees for the purpose of accepting a temporary position with another employer for a period of twelve (12) months or less.~~

~~Should the temporary position with the other employer become permanent, or should another permanent position be accepted, the employee shall be required to resign from the employ of School District No. 22 (Vernon).~~

Note: Delete LOU and put language into Article 22

LETTER OF UNDERSTANDING

BETWEEN:
THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

12. TEMPORARY POSTINGS

The parties agree as follows:

1. ~~In the event of a temporary vacancy in excess of 8 weeks, that vacancy (position #1) shall be posted in the normal manner.

a) ~~If no regular employee, on the main seniority list applies for the temporary vacancy (position #1) then the job shall be available to qualified persons in the following order

_____ 1. Employees on layoff
_____ 2. Temporary employees with seniority
_____ 3. Student supervisors, subject to selection process

b) ~~If no employee in group (a) applies for the vacancy, management shall fill the position according to the Collective Agreement.~~~~~~
2. ~~Should a regular employee on the main seniority list be the successful applicant for position #1 that employee's job (position #2) shall be posted temporarily. Should a regular employee on the main seniority list be the successful applicant for position #2 that employee's job (position #3) shall not be posted. Position #3 shall be available to qualified persons on layoff firstly then to qualified temporary employees with seniority, then to qualified student supervisors. If position #3 is a Custodian-in-charge (with supervision) position, that position shall first be offered by seniority to the custodian(s) assigned to that school. The resulting vacancy shall be available to qualified persons on layoff firstly then to qualified temporary employees with seniority, then to qualified student supervisors. In the event the vacancy is more than 1/2 time and is for a period of 10 or 12 months, posting will continue in the normal manner.~~
3. ~~The practice with respect to the reassignment of staff to increased time and duties within the District resulting from temporary absences shall continue wherever possible.~~
4. ~~At the end of the temporary posting the regular employees shall return to their former positions. There are no bumping rights at the end of temporary postings.~~

5. ~~Employees in temporary positions will be required to complete their temporary positions before being eligible for an appointment to a subsequent temporary position. All employees may apply for a permanent position at any time.~~
6. ~~It is desirable that the existing Employer practice with respect to leave of absence applications continue.~~

~~This Letter of Understanding also refers to temporary positions that are created by the Employer from time to time for specific projects and/or for specified periods of time.~~

Note: Delete LOU, update language and bring into collective agreement Article 12.

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

~~13. TRAINING (IN-SERVICE)~~

~~The parties agree that in-service training shall be provided each year to all employees. In-service training may include district workshops, out of district workshops, college courses, on the job training and individualized and group training programs.~~

~~The subject matter and timing shall be determined by the Employer and shall not interfere with the regular operation of the school district.~~

Note: Delete and bring into the collective agreement under Article 31e

**LETTER OF UNDERSTANDING
BETWEEN:**

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)**

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)**

**14. TRANSPORTATION SERVICES
STUDENT ACTIVITY POLICY AND PROCEDURES**

Bus driving activity shall be conducted by the parties in accordance with the obligations set out in the arbitration award of September, 1980.

The specific areas that the Union will provide relief are:

- Trips driven by volunteer parent drivers with their own private vehicle. Utilization of a rental vehicle shall be considered a violation of this agreement.
- Trips with five (5) students or less.
- Overnight trips utilizing a highway touring motor coach bus (non school bus type).

The district is responsible to ensure that appropriate steps are taken to ensure compliance with all regulatory requirements when school buses are not the chosen means of transportation.

Single Day Trips:

Except as described above, all single day curricular, co-curricular or extra-curricular in district or out of district travel shall be required to utilize school district busses and school district bus drivers.

Overnight Trips:

Overnight trips may utilize a motor coach bus. School district busses and school district bus drivers may be used for overnight trips but are not required, however if any school bus type vehicle is to be utilized for an overnight trip it shall be with a school district bus and a school district bus driver.

Failure to comply with any one or more of the above requirements will be considered a breach of the Collective Agreement.

Any relief granted by the Union at any time shall not be prejudicial to the Union.

~~This Letter of Understanding will expire at the end of the 2014-2019 Agreement unless mutually renewed by the parties. This LOU will be re-opened for discussion in June 2016. In the event the parties do not agree to renew this Letter of Understanding, the Letter of Understanding #15 from the 2012-2014 Collective Agreement shall be reinstated in full.~~

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

14. ~~TRANSPORTATION SERVICES~~
~~STUDENT ACTIVITY POLICY AND PROCEDURES~~

~~Bus driving activity shall be conducted by the parties in accordance with the obligations set out in the arbitration award of September, 1980.~~

~~The specific areas that the Union will provide relief are:~~

~~IN-DISTRICT STUDENT TRAVEL - ELEMENTARY~~

- ~~➤ all student curricular and extra-curricular inter-school activities.~~
- ~~➤ TD5 request forms are waived for this type of unpaid travel.~~

~~The specific areas that the Union will consider relief are:~~

~~IN-DISTRICT STUDENT TRAVEL:~~

- ~~➤ all elementary student curricular and extra-curricular activities other than inter-school~~
- ~~➤ all secondary student curricular and extra-curricular activities.~~
- ~~➤ the use of TD5 forms are required for this type of travel.~~

~~OUT OF DISTRICT STUDENT TRAVEL:~~

- ~~➤ all student curricular or extra-curricular activities, both elementary and secondary, outside the boundaries of School District No. 22~~
- ~~➤ the use of TD5 forms are required for this type of travel.~~

~~TD 5 FORMS:~~

~~“Application for Approval of School trips by Private Car and/or other Transportation”. All TD5 forms are to be completed in FULL DETAIL~~

~~Teacher/Team Coach/Parent Driven:~~

- ~~TD5 form~~
- ~~minimum notice of 5 school days~~
- ~~teacher/team coach/parent driven private vehicles.~~

~~Charter:~~

- ~~TD5 form~~
- ~~minimum notice of 15 school days~~
- ~~information to include:~~
 - ~~-name of carrier~~
 - ~~-quoted cost~~
 - ~~-reason for requesting use of alternate carrier~~
- ~~within 15 days after completion of the trip the school is to submit a copy of the invoice to the Transportation Department.~~

~~Failure to comply with any one or more of the above requirements will be considered a breach of the Collective Agreement.~~

~~Any relief granted by the Union at any time shall not be prejudicial to the Union.~~

Signed at Vernon, British Columbia, this _____ day of December, 2014

FOR THE BOARD: _____ FOR THE UNION:

Secretary-Treasurer

President, CUPE Local 5523

Note: Update LOU to reflect the changes made after the last collective agreement.

LETTER OF UNDERSTANDING

BETWEEN:
THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

16. TRANSPORTATION SERVICES
BUS DRIVERS - ASSIGNMENT PROCESS

The purpose of this Letter of Understanding is to formalize the assignment of extra trip bus driving that occurs outside of the posted positions.

For the purpose of this Letter of Understanding, "extra trips" shall mean bus trip assignments other than those regularly scheduled trips between home and school as outlined in the posted positions.

The parties hereby agree that Articles 16 and 17 shall operate in the following manner:

1. Article 17(c) (ii) and (iii) shall apply.
2. The Union agrees that straight time shall be payable for hours of driving up to thirteen (13) per day or forty (40) per week, including regular hours worked and including driving on Saturdays and Sundays. Where driving time on a single extra trip exceeds 8 hours in one day, overtime rates will apply.
3. The parties agree to this process of additional work assignment to holders of regular bus driving postings by releasing them from posted shifts where time conflicts exist. The additional hours available are calculated not to exceed the difference between the drivers weekly posted total and a maximum of 40 hours.

This goal shall be achieved by extending the daily limit beyond 8 hours while maintaining the weekly total of 40 hours.

3.1 Exemptions

~~The existing assignment processes will remain unchanged in the following categories:~~

- overnight trips – **are to be available to drivers with a regular or temporary posting on a rotational basis in seniority order.**
- weekend trips – **are to be available to drivers in order of seniority who have sufficient hours remaining within their maximum allowable driving hours to complete the trip.**
- projects **or regular driver absences** of a five day duration or over – **shall be available to the senior driver who will gain hours and shall create only one regular route vacancy. Drivers can remain in the position for up to eight (8)**

weeks without a posting.

- ~~regular driver absence of five days or over~~

~~Some runs will continue to be designated with a unique "relief" status that will require predetermination of replacement personnel, such as:~~

- ~~mail van~~
- ~~wheelchair bus~~
- ~~special needs~~

Note: this is not used. Drivers with postings do not want to do these routes on a temporary/relief basis, no longer a gain to them.

3.2 Eligibility

Drivers must be able to gain a net increase of at least one hour to be eligible for assignment under this process.

The formula used to determine eligibility is a calculation of the difference between the driver's posted weekly hours and the maximum allowable of 40 hours.

Guidelines to determine eligibility:

Daily limit - the current eight hour daily limit will be extended to 13 hours.

Weekly limit - the current weekly limit will remain at 40 hours.

Work Week - the work week will be defined as Monday through Sunday.

3.3 Process:

To accomplish this process drivers may be excused from their posted positions in order to gain the additional hours. It is not intended to be a method of exchanging regular hours.

Work will be assigned subject to seniority, eligibility requirements and driver availability as is the current practice in other categories.

Work in this job category will be assigned according to home areas of:

- Vernon
- Lumby/Cherryville
- Lavington Elementary trips with a western destination will be considered a Vernon area assignment and eastern destinations will be considered Lumby/Cherryville

~~Each work assignment shall only create one regular route vacancy, i.e., if a driver is excused from a 3-hour posting this vacancy shall be filled by a spare and not reassigned to a 2-hour driver.~~

3.4 Eligibility

~~Drivers must be able to gain a net increase of at least one hour to be eligible for assignment under this process.~~

The formula used to determine eligibility is a calculation of the difference between the driver's posted weekly hours and the maximum allowable of 40 hours.

3.5 Availability

Procedures will be in place for drivers to advise office staff as to their availability for assignment under this category on a weekly basis.

3.6 Spare Drivers

Spare driver shifts will consist of those vacancies for which regular drivers (those in posted positions) are unavailable under the district assignment processes. ~~These may be 2 or 3-hour shifts.~~ In the case of predictable **five (5) hour or more route 3 hour shift** vacancies, ~~exceeding of five (5) days or more,~~ these will be offered to regular drivers.

Assignments will include regular route vacancies that result from absences for reasons such as:

- Illness
- personal leave of absence
- additional work assignments

Spare drivers will also be assigned to extra work of a 2-hour duration that conflicts with regular posted shifts.

4. Scheduling Process

Scheduling and assignment of "extra trips" shall be done considering seniority, regular route commitments, hours of work limitations (13 hours per day, 40 hours per week) and individual driver availability.

4.1 A draft schedule (the "Draft Schedule") will be posted two (2) days before the shift commences. This means that the schedule for Day 3 will be posted by 2:30pm of Day 1.

4.2 Drivers can provide input and comments about the Draft Schedule for Day 3 up until 1pm on Day 2.

4.3 The final schedule will be posted for Day 3 by 2:30pm on Day 2 (the "Final Schedule"). If an error is on the Draft Schedule, and not raised by a driver or the Union before 1pm on Day 2, the parties agree it will not be grieved.

4.4 If changes are required after the Final Schedule is posted on Day 2 and until 7:00am on Day 3, the following process will be followed:

4.4.1 Extra trips will be assigned to the next senior, available driver who is not currently assigned to a conflicting trip;

4.4.2 The Employer will provide the opportunity to the most senior driver who would otherwise have got the work to make up any lost hours of work within the next work day (Day 3) performing duties in the Transportation Department as assigned by the Employer. The minimum hours of work will not apply to this work;

4.4.3 The same process will apply for spare driver call out.

4.5 After 7am on Day 3, the following process will be followed:

4.5.1 If an assignment becomes available, it will be announced on the radio, with the following information: the location of the assignment, the assignment start time, the duration of the assignment.

4.5.2 The assignment will be given to the most senior, available driver who promptly answers the radio call and who does not have a conflicting trip.

5. Problems concerning work load and safety shall be resolved between the Supervisor - Transportation Services and the Union.

~~6. For the purpose of this memorandum:~~

~~a) "Extra trips" shall mean bus trip assignments other than those regularly scheduled trips between home and school as outlined in the posted positions.~~

6. Pay Increments

6.1 For extra trip assignments, drivers will receive the following pay for additional time at work beyond their regularly assigned driving schedule:

6.1.1 for the first hour, a minimum of one hour;

6.1.2 for time worked beyond the first hour, in half hour (30 minute) increments.

6.2 For route delays not encompassed in posted hours and meetings, employees will receive pay in half hour (30 minute) increments.

6.3 Employees who have been called into work when no scheduled work is available will be paid a minimum of two (2) hours.

6.4 Employees are expected to work the entire time that they are paid.

Note: add in language from 2015 settlement agreement that works and address operational issues

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

17. WORK EXPERIENCE PLACEMENT PARTNERSHIP AGREEMENT

FOR: _____
_____ (Work site(s))

BETWEEN: _____
_____ (Participating Union)

AND _____
_____ (Participating Employer)

AND _____
_____ (School District)

The ~~Partners~~ **Parties** to this Letter of Understanding agree that the provision of work experience for secondary school students is in the best interest of the community as a whole and students in particular. The purpose of this Letter of Understanding is to set in place the framework within which Work Experience placements at the above mentioned worksite shall operate.

The following terms and conditions must be met in order for a Work Experience placement to be acceptable:

TERMS OF REFERENCE

1. For the purpose of this agreement, work experience placements are identified as follows:

A Work Experience placement is designed to introduce students to specific work experiences and skills by placing the student in a working environment for a prescribed period of time in order that the student can experience first hand the demands of the workplace, jobs and skills they will face when entering the work force.

EMPLOYMENT ISSUES

2. A Work Experience placement is not to be made when such placement will replace a regular, part-time, or casual worker who is on lay-off or whose job has been eliminated due to budget cuts or downsizing. Should a lay-off of any regular, part-time or casual worker(s) occur during the placement, the educational supervisor will be notified and the placement will be terminated.
3. At no time will a student be placed in a workplace during an industrial relations dispute between the Union and the Employer. If an industrial relations dispute arises during a work experience placement, the educational supervisor will be notified and the student will be removed from the workplace until such time as the dispute is resolved.

SAFETY ISSUES

4. Before a student is placed in a work experience placement they will be given general occupational health and work place safety training.
5. On the first day of the work experience placement the student will be given a site specific occupational health and safety training orientation before any hands on tasks are performed.
6. It is the joint responsibility of the School District, Employer and Union to ensure that the student has all appropriate safety equipment needed for that work site as required by the Workers' Compensation Board.
7. It is the responsibility of the School District to provide Workers Compensation coverage for any student being placed in a Work Experience placement.

SUPERVISION ISSUES

8. The student on a work experience placement must be supervised at all times by the worker(s) whose job they are learning. At no time will a student on a work experience placement be allowed to perform hands on work unsupervised by the worker whose job the student is learning.
9. The worker who is assigned to supervise a student on a work experience placement will be provided with adequate time to work with the student without penalty or threat of discipline.
10. Where the workplace being considered for a work experience placement operates on a two or three shift basis every effort will be made to place the student on the first (day) shift. In the case of a workplace operating on a seven day rotation every effort will be made to place the student on the Monday to Friday rotation. Where these two criteria cannot be met the Union must be notified in advance of any variation.
11. No student will be placed in a work area where confidentiality of records must be maintained. Where exclusion from such area is not possible students must be given instruction concerning the protection of confidentiality.

12. Regular meetings between the partnership Union, Employer and School District will be held to discuss the status of work experience placements.
13. Upon the start of a placement the student will be given an orientation by a Union representative as to the role of the Union in the work place.

NOTIFICATION OF INTENT TO PLACE A STUDENT

14. Upon completion of a Work Experience Programme Agreement between the Employer and the School District, on behalf of a student, the respective Union will receive written notification, two (2) weeks prior, of the intent to place a student on work experience as well as a copy of the completed Work Experience Programme Agreement. The Union should notify the School District if they have concerns regarding a placement.

EXCEPTIONS

- ~~15. All partners identified in this Letter of Understanding agree that the conditions identified for work experience placement will be adhered to and/or to others as may be agreed to by the partners.~~

 (Signature of the Union's Representative)

 (Signature of Employer's Representative)

 (Signature of the School Board's Representative)

SIGNED THE _____
 (Date)

- cc: _____ Employer
 _____ Union Representative
 _____ Work site (if required)
 _____ School District

Note: Update to reflect agreement between the parties vs partners

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

18. IN-SERVICE FUND

(as per V. Ready Consent Order dated May 8, 2006)

1. **A Union directed In-Service fund of \$40,000** ~~An In-Service Fund consisting of \$75,000, to~~ will be provided by School District 22 as of July 1, of each year. The fund shall be maintained and accounted for by School District 22.

~~\$40,000~~ **The fund** shall be utilized for union directed union training and collective agreement administration. ~~The remaining amount of \$35,000 will be utilized to offset the cost of benefit improvements added in the 2012-2014 collective agreement (excluding Drug card).~~

2. **Previous funds administered by the Joint Education Advisory Committee (JEAC) will be managed until exhausted as follows:**

- i. A joint committee comprised of three CUPE members appointed by Local 5523 and three District representatives appointed by the Secretary-Treasurer shall be given the task of developing the terms and conditions of how this fund is to be used and for what purpose. All voting of the committee shall be by majority.
- ii. The fund will be used to cover all costs of training including wages, wage loss, benefit costs, tuition and/or course materials and all legitimate costs as determined by the committee.
- iii. Money not used between July 1 and June 30 of the following year shall remain in the fund and shall be available for use in the following year or years.
- iv. The cost of replacements for employees granted any leave to take training or development programs authorized by the committee shall be paid from the fund.

Note: Update to reflect changes to the fund

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

20. Strong Start Coordinator

- ~~1. The Employer created the positions of Strong Start Coordinators responsible for delivery of the Strong Start Program and identified the requisite qualifications, fitness and ability consistent with the program objectives and direction of the Ministry of Education.~~
- ~~2. The Employer has agreed to the inclusion of the Strong Start Coordinator positions within the bargaining unit represented by the Union. The Union has agreed to the terms of this Letter of Understanding to recognize the distinct character of the pre-school Strong Start Program. In extending this voluntary recognition, the Employer does not concede it was obliged to post and fill the initial positions under the collective agreement. It extends recognition without prejudice to the stand it may take in the creation of new positions or new work, other than Strong Start Coordinators, in the future.~~
- ~~3. With the inclusion of the current and future Strong Start Coordinator positions under the collective agreement, the Employer has set the qualifications, fitness and ability in the attached Schedule 1. The Union acknowledges the Employer's right to set the qualifications, fitness and ability and agrees that the qualifications established in Schedule 1 are fair and equitable. It is understood that any future variation of the qualifications, fitness and ability by the Employer will be subject to challenge if the Union does not believe the variation is a proper exercise of management and contractual rights under the collective agreement.~~
- ~~4. The Employer and Union acknowledge these newly created and included positions under the collective agreement will be subject to review under the Job Evaluation Committee Maintenance Procedures Letter of Understanding. Any retroactivity under the Job Maintenance Plan will be effective July 1, 2008.~~
- ~~5. Subject to the terms of the Letter of Understanding – Strong Start Incumbent – Transition Plan, the parties agree that the incumbent Strong Start Coordinator shall be recognized as regular part-time employee of the District within CUPE Local 5523 bargaining unit who will continue to be paid at their existing wage until June 30, 2008, or~~

~~an earlier date mutually agreed to by the parties in lieu of salary and benefits otherwise provided under the Collective Agreement. Benefits shall commence August 1, 2008. The Incumbent's seniority dates shall be the date they started employment with the employer.~~

6. In recognition of the character of the Strong Start Program, similar to the recognition given to the distinct character of some other programs and positions under the collective agreement, the Union and Employer have agreed that in addition to the terms contained within Article 11(d), the following shall apply to Strong Start Coordinators:

The employer reserves the right to deny an employee to bump into a Strong Start Coordinator position if this would create a negative impact On the Strong Start Program.

7. The times of the year at which the Strong Start Program will be offered and whether it will always be tied to the school calendar are uncertain. It is agreed that as a ten-month program, the annual vacation for the Strong Start Coordinator is to be scheduled so there is no interruption with the delivery of the program. The Union and Employer have agreed that in addition to the terms contained within Article 20 of the collective agreement, the following shall apply to Strong Start Coordinators:

Strong Start Coordinators will take their annual vacation during Christmas and Spring Break or otherwise when the program is not operating.

8. The daily operation of the Strong Start Program does not mirror the K-12 education programs or the school day. The Union and Employer have agreed to recognize this in the application and administration of Articles 16(c) and 16(d) the hours of work provisions of the collective agreement. The parties agree to the following paragraphs:

Minimum Hours

The parties agree that, having regard to the unique nature of the position of Strong Start coordinator, the needs of the program and the requirement for flexibility in scheduling hours of work outside of the hours of operation of the Strong Start Centre, the four-hour minimum shift shall be interpreted as an average four hours work daily over the course of a four week period.

Break Periods

The parties agree that the paid rest period contemplated by Article 16(d) shall be taken during times that will not interfere with the operation of the Strong Start Centre.

- ~~9. The Union and the Employer agree that all grievances and Labour Board applications related to the Strong Start program are resolved as a result of the agreement set out in this Letter of Understanding.~~

10. The Union and the Employer agree that this Letter of Understanding will continue until such time as the Union and the Employer agree to terminate or amend the Letter of Understanding.

SCHEDULE 1

Article 12 — STRONG START COORDINATOR

Without limiting management's right to establish or vary the qualifications, fitness and ability required for the position under Article 12, the required qualifications, skills, fitness and ability that must be demonstrated for the position of Strong Start Coordinator include:

- ~~1. A certificate, preferable a Diploma, in Early Childhood Education'~~
- ~~2. A Community Care Facilities Branch B.C. Licence to practise;~~
- ~~3. A valid Child Safe First Aid Certificate;~~
- ~~4. A clear Criminal Record Review, completed prior to hiring;~~
- ~~5. Experience in creating, planning, implementing and budgeting for a parent participation early learning program;~~
- ~~6. Strong verbal and written communication skills and interpersonal skills;~~
- ~~7. Good organizational and planning skills;~~
- ~~8. An understanding of, and a commitment to, quality early learning;~~
- ~~9. Ability to work effectively with a variety of parents, children, volunteers, professionals, and community members;~~
- ~~10. Knowledge of child development, family dynamics, community resources and early learning;~~
- ~~11. A class 5 driver's licence;~~
- ~~12. Such other qualifications, skills and abilities as may be required to meet Ministry requirements or terms of the Strong Start contract.~~

Note: eliminate dated wording/references. A job description is established and has been rated. Changes to the LOU have been made in other districts in previous rounds of negotiations.

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

21. ABORIGINAL EDUCATION SUPPORT WORKERS

The parties to this Letter of Understanding acknowledge the unique nature of Aboriginal Education targeted funding and recognize the desire to provide an equitable level of Aboriginal support services.

The parties agree as follows:

1. The parties recognize and support the need for flexibility to determine assignments for each upcoming school year. Staffing requirements and positions for the school year commencing in September will be established in the preceding May of that year.
2. Each position must identify a location or locations and total number of hours for the position (not by school location) identified for the purposes of a posting. This allows for posting, bumping, and identification of position ownership by employee.
3. In the event a position has two or more locations identified, the hours assigned to each location shall be determined by the Employer.
4. Re-Assignment of hours within the identified locations does not “trigger” a bump/layoff situation.

Example: An Aboriginal Support Worker (ASW) who has a 30 hour position with 18 hours allocated to Seaton and 12 to Alexis Park can be re-assigned as 15 to each school location.

5. If a change of school assignment within an identified position occurs the incumbent would have the opportunity to choose whether to stay in the position or to choose another position subject to seniority. If the incumbent chooses to transfer, a vacancy is created in the position that they are leaving.

- i. The process to fill the vacancy would be subject to seniority starting with the most senior ASW being offered the opportunity to assume the new position and, through subsequent moves, the most junior ASW assuming the remaining position.
- ii. Movement generated by this change is limited only to ASW's positions in the Aboriginal Education Department.
- iii. Upon notification to all ASW's of changes to assignments, a five working day timeline will be provided to consider the vacancies referred to in point #5.
- iv. ASW's who are absent from the workplace due to sickness or injury shall be contacted and notified of their options and will be given the opportunity to indicate their choice of position(s).

~~6. To facilitate the initial work assignments to be effective September 1, 2012 a meeting for ASW's will convene in May/June of 2012 to determine, subject to seniority, preferred work locations. Vacant and/or subsequent newly created positions will be posted as per normal posting procedures contained in the Collective Agreement apart from the transfer process described in point 5.~~

~~7. ASW's who have their current assignment eliminated prior to the September 1, 2012 implementation will have full bumping rights as per the Collective Agreement.~~

~~8. Following the establishment of the position assignments effective September 1, 2012, changes in total hours allocated to a position will trigger provisions in the collective agreement for lay off and bumping and will be governed by seniority.~~

Note: remove dated references.

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

22. CALL-OUT PROCEDURE FOR UNPOSTED TEMPORARY WORK

1. Departmental call-out lists are established by management from qualified candidates as amended from time to time. Employees on the call-out list are agreeing to be available for all un-posted temporary work for which they are qualified unless they state a specific restriction which is agreed upon by the employer. This Letter of Understanding does not apply to the Transportation Department which shall follow the assignment process outlined in Letter of Understanding #16 Transportation Services; Bus Drivers – Assignment Process.
2. Availability for Work
 - (a) Any employee not available for call-out for any period of time in excess of five (5) working days will notify the employer of any day(s) they will not be available.
 - (b) If the employee fails to notify the employer of such period of absence and/or they do not make themselves available for work unless for sickness or other just cause, he/she may be removed from the list.
 - (c) If the employee is not on an approved leave and does not accept offered work for a minimum of twelve (12) offered shifts per half year they will lose their seniority as per Article 10(e). Each half year is defined as the period from February 1 to July 31 and August 1 to January 31 in any calendar year.
3. Employees are called in the following order:
 - (a) Laid-off employees in seniority order as per Article 11 – Lay-offs and Recall.
 - (b) Qualified temporaries with seniority and qualified regular employees with seniority.
 - (c) Qualified temporaries without seniority.

4. Employees are called in by their immediate supervisor(s) or designate. In the event of two or more available vacancies the senior employee shall be offered choice of assignment.
5. If an employee does not answer the call, another employee on the list will be called until one has been reached and agrees to the work.
6. Once an employee has accepted a job assignment, he/she will remain in the assignment for the duration of the regular employee's absence for up to a period of less than two (2) weeks.
7. If, after a number of shifts worked by a temporary employee without seniority, the Supervisor is not satisfied with the work performance, the Secretary-Treasurer or designate will inform the employee that his/her name will be removed from the list. Being removed from the call-out list for poor work performance will be cause for termination of employment.

The parties agree that this LOU does not apply to temporary work for less than twelve (12) month employees where the work is an extension of the employees' posted position.

Note: clarify that this does not apply to employees like school clerical whose positions get extended for a week at the end of the school year.

LETTER OF UNDERSTANDING

BETWEEN:
THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)

~~23. ARTICLE 16(c): HOURS OF WORK – EXEMPTION FOR MEAL COORDINATOR(S) POSITION~~

The purpose of this Letter of Understanding is to formalize the discussions and the parties agreement reached at Labour Management meetings to exempt the four (4) hour minimum for the "Meals Coordinator" position/classification.

Article 16 (c) – Hours of Work, Minimum Hours:

The person(s) employed as a "Meals Coordinator" will be exempt from working the four (4) hours per day.

This Letter of Understanding shall be reviewed by the parties when the term of the Collective Agreement is renewed.

Date Signed by the Parties: _____, 2017.

FOR THE BOARD _____

FOR THE UNION _____

Secretary-Treasurer

President, CUPE Local 5523

Note: delete LOU and add to Article 16

LETTER OF UNDERSTANDING

BETWEEN:

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 22 (VERNON)**

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5523
(VERNON SCHOOL DISTRICT EMPLOYEES)**

RE: Field Safety Representative (FSR)

The parties to this Letter of Understanding acknowledge the FSR represents the Operating Permit holder in all code, technical and worker qualification matters related to this permit.

The designated electrician:

- Must have FSR
- Must have a Contractor License
- Is responsible for all electrical permits for work assigned to SD22 Electricians not covered under the annual Licence (LEL0020819)
- Is responsible for quality of work by all electricians
- Is responsible for the annual SD22 Electrical Contractor's Licence (LEL0020819)

The parties agree as follows:

When an electrician is designated by the School District to be a FSR they will receive an additional 7 percent of their hourly wage.

This allowance will commence on the date of the operating permit application and will be assigned on an annual basis.

Note: Either add as a LOU or add as a reference after Schedule A