

THIS AGREEMENT made in duplicate to take effect January 1, 1953
BETWEEN: SCHOOL DISTRICT No. (), B. C.
hereinafter called the Employers,
THE PARTY OF THE FIRST PART

AND:

OKANAGAN VALLEY SCHOOL EMPLOYEES FEDERAL UNION No. 323,
chartered by the Trades and Labor Congress of Canada, hereinafter called
the Union,
THE PARTY OF THE SECOND PART.

Whereas: It is the desire of both parties of this Agreement to recognize the
mutual value of joint discussions and negotiations in all matters pertaining
to collective bargaining and to promote the morale, well-being and security of
those employees included in the bargaining unit;

NOW THEREFORE THE PARTIES HERETO AGREE each with the other as follows:

1. BARGAINING AGENCY AND RECOGNITION

The Board of School Trustees, District No. ()
or anyone authorized to act on its behalf, recognize the Okanagan Valley School
employees Federal Union No. 323, a federally chartered local union of the
Trades and Labor Congress of Canada, as the sole collective bargaining agency
for its employees as certified by Labor Relations Board and classified and
covered by Schedule "A" attached to this agreement and hereby consents and
agrees to negotiate with the Union or any authorized committee thereof in
any and all matters affecting the relationship between the parties to this
Agreement; looking towards a peaceful settlement of any difference that may
arise between them.

2. UNION SECURITY

- (a) The employer agrees that any present employee who at the date of this agreement was a member of the union, or any employee who hereafter during the life of this agreement becomes a member or is reinstated as a member, shall, as a condition of continued employment, maintain membership in good standing for the duration of this agreement.
- (b) The Board agrees to the check-off of all Union dues. Said dues to be paid and deducted monthly and forwarded to the Union Secretary together with a list of those paying such dues and the amount each pays.
- (c) The employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment as set out in Sections (a) and (b) Article 2.
- (d) Union dues are to be deducted in accordance with the Rand Formula, i.e. employees are at liberty to join the Union or not as they desire, but all new employees shall be liable to Union dues deductions whether members or not, with the proviso that this shall apply only to those earning in excess of \$50.00 per month.

3. WAGES AND WORKING CONDITIONS

- (a) There shall be no reductions in the weekly or monthly pay on account of Statutory holidays.
- (b) The legal and recognized holidays shall be: New Year's Day, Good Friday, Easter Monday, Dominion Day, Victoria Day, Labor Day, Remembrance Day, Queen's Birthday, Thanksgiving Day, Christmas Day, Boxing Day, and any other holidays as may be proclaimed by either the Dominion or Provincial Governments.
- (c) For the purpose of computing the hourly overtime rate for monthly rated employees the monthly salary shall be divided by 190 (being the average number of working hours per month) and multiplied by one and one half.

- (d) The hours of work shall be eight hours (8) per day, for full time employees. Forty-four (44) hours shall constitute a working week without loss of take home pay, with the exception of July and August, in which forty (40) hours shall constitute a working week.
- (e) Overtime shall be paid at the rate of time and one half for all time worked outside of the regular hours and for time worked on Statutory holidays. No overtime shall be worked unless such is properly authorized by an official of the employer.
- (f) There shall be a recess or rest period in each half shift not exceeding ten (10) minutes.
- (g) Employees shall receive vacation with pay on the following basis: After one year's employment, two (2) calendar weeks with pay. Provided that any provision as to holiday pay shall not apply to Bus Drivers who shall receive, in lieu of holiday pay, those holidays allowed to school children during the Easter holidays and the Christmas holidays.
- (h) Pay for necessary sick-leave shall be allowed on the basis of one and one half ($1\frac{1}{2}$) days for each month worked. Unused sick-leave shall be cumulative, that is nine days of the eighteen if unused shall accumulate each year but only for a period of three years, to a maximum of 36 (thirty-six) days in any one year. The employee shall obtain a Doctor's Certificate verifying his illness at the request of the employer. Compassionate consideration of exceptional cases on the part of the employer shall not be prejudiced in any way by any of the provisions of this agreement.
- (i) Employees may for cause be dismissed without notice. However, any employee dismissed for cause, shall have the right within seven (7) days to bring his or her case before the School Board Committee on Labor Relations and the Union Representative and if it is established that the employee was dismissed without just cause he or she shall be reinstated without loss of pay.

4. SENIORITY

- (a) All employees shall be hired and promoted on the basis of Seniority provided always that the applicant possesses merit, fitness and ability, and after having received and considered such representation as the Union may care to make. In the event of a lay-off taking place for economic reasons, the employer shall compile a re-hiring list and no person shall be hired to fill any vacancy, or occupy a new position until the aforesaid list is exhausted, subject to merit, fitness and ability. A copy of the re-hiring list shall be submitted by the employer to a specified Union Representative who may make representation to the employer for any changes which he feels are warranted.
- (b) Employees who have given long and faithful service to the employer, and have become unable to handle their jobs, shall at the discretion of the employer be given preference of such other work as is suitable and available.
- (c) In the event of any employee being moved to a higher rated job, he shall receive the rate of pay stipulated for such higher classification, during the period he is working, if this period exceeds fourteen (14) days at such higher classification. Wages and classifications shall be the minimum rates for occupations stated as embodied in Schedule "A" attached to this agreement. If any new classifications should arise, during the period of this agreement, wages and conditions will be covered by a supplement to this agreement.

5. GRIEVANCE

- (a) The negotiating and grievance committee of the Union shall consist of representatives as authorized from time to time. The employer agrees to set up and maintain a committee to meet with the representatives of the Union when necessary. When such meetings are held during the working hours, the employees who are Union Representatives shall have the privilege of attending without loss of remuneration.
- (b) Should the School Board Committee on Labor Relations and the Union Committee fail to settle any difference, grievance or dispute arising out of this agreement on any question in respect of the interpretation of the articles of this agreement, such difference, grievance or dispute shall at the instance of either Party be referred to the arbitration, determination and award of an Arbitration Board of three (3) members; one to be appointed by the School Committee on Labor Relations, one by the Union and the third, who shall be the Chairman of the Arbitration Board by the two (2) thus appointed, or failing such appointment within two (2) weeks after either Party has given notice to the other requiring that such appointment be made, by the Minister of Labor for British Columbia upon application of either Party.
- (c) The decision of the said Arbitrators, or any two (2) of them, made in writing in regard to any difference or differences shall be final and binding upon the employers, the Union and the employees concerned.

6. DURATION OF AGREEMENT

This contract shall be binding and remain in effect for a period of one (1) year from January 1st 1953, and shall continue in effect from year to year thereafter, unless either Party shall give sixty (60) days' written notice to the other party prior to the termination date of any one year, that they wish to amend the terms and/or conditions of this Agreement, desired changes to be set out at the time of notice. The terms and conditions of this Agreement will, however, remain in effect until they are altered by negotiation and a new contract is executed by the parties hereto. It is understood that any changes which may be agreed upon shall not become effective until the day following the termination date of the year in which the notice of the desired changes is given. Negotiations may be continued up to and including February 10th in the year following termination of this Agreement.

IN WITNESS WHEREOF: the said parties have caused this Agreement to be signed by their respective officers or representatives duly authorized in this behalf on the day and year stated above.

FOR EMPLOYERS

Chairman

Secretary

FOR THE UNION

President

Witness

SCHEDULE A

Engineer 3rd Class -----	240.00
Engineer Janitor (no papers) -----	205.00
Bus Drivers on a ten month basis -----	105.00