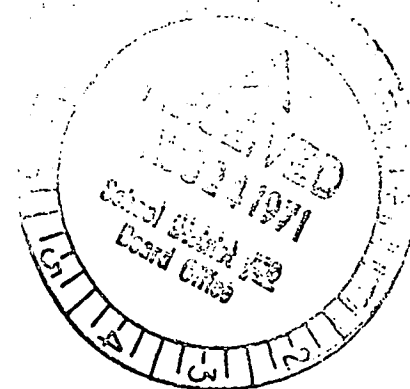


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1971-72 COLLECTIVE AGREEMENT

OKANAGAN BARGAINING UNIT AND C.U.P.E. LOCAL 523



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1971-72 COLLECTIVE AGREEMENT

**BETWEEN:** THE BRITISH COLUMBIA SCHOOL TRUSTEES ASSOCIATION  
(PERSONNEL & EMPLOYEE RELATIONS DIVISION) OKANAGAN  
BARGAINING UNIT ACCREDITED FOR AND REPRESENTING:

The Boards of School Trustees of:  
School District No. 15 (Penticton)  
School District No. 22 (Vernon)  
School District No. 23 (Kelowna)  
School District No. 89 (Shuswap)  
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

**AND:** THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523  
of the Canadian Union of Public Employees and  
affiliated with the Canadian Labour Congress  
(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

WHEREAS it is the desire of both parties to this agreement:

1. To promote the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- (a) The Employer or anyone authorized to act on their behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this agreement and hereby consents and agrees to negotiate with the Union or anyone authorized to act on behalf of the Union, in any and all matters affecting the relationship between the parties to this agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

(b) No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representative which may conflict with the terms of this collective agreement.

ARTICLE 3 - RIGHTS OF EMPLOYER

The Union recognizes the rights of the Employer to operate and manage the schools in accordance with its commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by employees; such rules and regulations shall not be contrary to any provisions of this agreement.

The Employer shall always have the right to hire, assign, discipline and discharge employees for proper cause, and such right shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE 4 - 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 race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership in a labour union, and the employees shall at all times and in like manner act in good faith toward the Employer.

ARTICLE 5 - UNION SECURITY

- (a) In School Districts #15 (Penticton) and #89 (Shuswap) the following shall apply:

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter, shall within thirty (30) days after the commencement of his employment, apply for and maintain his membership in the Union as a condition of his employment.

- (b) In School Districts #22 (Vernon) and #23 (Kelowna) the following shall apply:

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. 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.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- (a) In School Districts #15 (Penticton) and #89 (Shuswap) the following shall apply:

The Employer agrees to deduct from the pay of each member of the Union employed by the Employer any monthly dues or assessments levied, in accordance with the Union By-laws and owing by him to the Union. Deductions shall be made from the payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union 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.

- (b) In School Districts #22 (Vernon) and #23 (Kelowna) the following shall apply:

The Employer agrees to the compulsory check-off of all Union dues as a condition of employment. Said dues to be paid and deducted monthly and forwarded to the Union Secretary with a list of those paying dues, and the amount each pays. All employees shall be liable to Union dues deductions whether members or not. Deductions shall be made from the payroll of each month, and shall be forwarded to the Secretary-Treasurer of the Union 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 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 Dues Check-Off.

New employees shall be presented with a copy of the agreement by the Employer and with the name and address of the shop steward on commencement of employment.

ARTICLE 8 - LABOUR MANAGEMENT NEGOTIATIONS

- (a) (i) In the event that the Employer boards do not join together to negotiate this agreement or a substitute thereof each Employer board agrees to the appointment of a Labour Management Negotiations Committee consisting of four (4) appointees of the Employer and four (4) appointees of the Union.
- (ii) In the event the Employer boards join together to negotiate this agreement or a substitute thereof a Labour Management Negotiation Committee shall be appointed consisting of (a) one Employer appointee from each board and, (b) the President and Secretary of the Canadian Union of Public Employees Local 523, plus one appointee from each school district as Union appointees. Each party shall notify the other party, in writing, of their appointees and any subsequent changes thereof under Section (a) (i) and (ii) of this Article.

(b) Additional Representatives

Each party to this agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

(c) Meeting of Committee

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, however, such meeting must be held not later than six (6) calendar days after the request has been given.

(d) Function of Bargaining Committee

All matters of mutual concern pertaining to rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the Bargaining Committee for discussion and settlement.

(e) Time Off for Meetings

Any representative of the Union on this Committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration provided the department head has prior notice.

ARTICLE 9 - DEFINITION OF EMPLOYEES

- (a) Regular Employees: are those who have been assigned to an established position and those who have completed three (3) months of service with the Employer. This to include full and part-time employees.
- (b) Relief Employees: are those who replace any regular employee and shall not be placed on the regular seniority list until they have completed three (3) months of service, and they shall not be known as a regular employee until assigned to an established position.
- (c) Seasonal Employees: are those engaged for periods of less than three (3) months for seasonal or specific projects unless by mutual agreement the time is extended. They shall have the same status as a relief employee with regard to the seniority list and regular employment.
- (d) Regular employees who are employed on a half-time basis or more shall be eligible to all benefits provided by this agreement as the conditions of the benefit contracts will permit or as specifically provided in benefit clauses provided, however, that incumbent employees who are employed less than half-time shall not incur any loss in benefits only because of the introduction of this clause.

ARTICLE 10 - SENIORITY

(a) Seniority Defined

Seniority is length of service with the Employer and shall operate on a bargaining unit-wide basis.

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

(b) Seniority for New Employees

Newly hired employees as defined in Article 9(a) and (b) shall be on a probationary basis for a period of three months from date of hiring. During the probationary period employees shall be entitled to all rights and privileges of this agreement or as otherwise provided, except with respect to discharge. The employment of such employees may be terminated at any time during this period of three months without recourse to the grievance procedure. After completion of the trial period, seniority shall be effective from the original date of employment.

(c) Seniority During Absence

If an employee is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer, he shall not lose seniority rights.

An employee shall lose his seniority in the event:

- (i) He is discharged for proper cause and is not reinstated.
- (ii) He resigns.
- (iii) He 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, he 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 of his current address.
- (v) An employee who is laid off shall not attain seniority recall rights if employed for less than three (3) months and if he is employed in excess of three (3) months he shall not retain seniority rights if he is laid off and not re-employed within ten (10) months after layoff.

(d) Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, or is granted leave of absence in accordance with Article 22(f) of this agreement, he shall retain his 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, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

(e) Retention of Seniority Rights

In the event that the Employer shall merge, amalgamate or combine any of its operations or functions with another Employer, the Employer agrees to the retention of seniority rights for all employees coming within the new bargaining unit of the successor Employer.

ARTICLE 11 - LAYOFFS AND REHIRINGS

(a) Layoff and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

(b) In the event of a reduction in the work force the Employer shall serve written notice on those employees who will be laid off, as follows:

- (i) Regular employees - not later than thirty (30) calendar days prior to the effective date of layoff.
- (ii) Other employees - not later than seven (7) calendar days prior to the effective date of layoff, excepting in instances where the employee has not been continuously employed for a period in excess of seven (7) days when a prior notice will not be required.

(c) Continuation of Benefits

The Employer agrees to pay his share of the monthly premium up to two months to the Medical Plan for regular employees laid off. In the event of a longer layoff, employees so affected will be given the right to continue their coverage through direct payments, provided the plan permits such coverage.



ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

(a) Employer Shall Notify Union

When a vacancy occurs the Employer shall notify the Union in writing and post notice of the position 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 members 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.

No advertisement for additional employees shall be made until after such posting has been completed.

(b) 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 senior in service, and having the required qualifications, fitness and ability. The successful applicant shall be placed on probation for a period of three months. Conditional on satisfactory service, such trial promotion shall become regular after the period of three months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he shall be returned to his former position without loss of seniority or salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned in his former position without loss of seniority and salary.

(c) Union Notification

The Union shall be notified of all appointments, hirings, layoffs, rehiring and terminations of employment.

(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 temporary disablement is unable to perform his regular duties, may be given the preference of any light work available at the salary payable at the time for the position to which he is assigned.

(e) Promotions Requiring Higher Qualification

In cases of promotion requiring higher qualification or certification, 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. 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.

(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 he can better serve his 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.

ARTICLE 13 - GRIEVANCE PROCEDURE

- (a) In order to provide an orderly procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint, or otherwise select a Grievance Committee of three (3) members, whose duties shall be to process any grievance in accordance with the grievance procedure.
- (b) The Employer shall recognize up to three (3) Shop Stewards appointed or otherwise selected by the Union bargaining unit, whose duties shall be to investigate and to attempt to settle disputes.
- (c) The Union shall notify the Employer in writing of the name of each Grievance Committee member and Shop Steward before the Employer shall be required to recognize him.
- (d) The Grievance Committee and Shop Stewards selected according to (a) and (b) hereof, shall not change so long as they remain employees or until their successors are chosen.
- (e) In order that the work of the Employer shall not be unreasonably interrupted, the Shop Steward shall not leave his work without obtaining permission of his supervisor, which permission shall be given within an hour.
- (f) Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Step 1: The aggrieved employee(s) shall submit the grievance to the Shop Steward. Grievances shall be initiated with all dispatch but at all times within thirty (30) days.

Step 2: If the Union Grievance Committee considers the grievance to be justified the employee(s) concerned, together with his Steward, shall first seek to settle the dispute with the appropriate department head, who shall render his decision within five (5) working days.

Step 3: Failing agreement being reached in Step 2, application shall be made to the Secretary-Treasurer, or in his absence, the Assistant Secretary-Treasurer, in writing, stating the grievance concerned and a decision shall be rendered within five (5) days.

Step 4: Failing a satisfactory settlement being reached in Step 3, upon application the Union shall be granted a hearing at the next meeting of the Employer. Union to receive decision of the Employer within ten (10) days after the hearing.

Step 5: Failing a satisfactory settlement being reached in Step 4 the Union may, on giving five (5) days notice in writing to the Secretary-Treasurer of its intention, refer the dispute to Arbitration.

- (g) Where a dispute involving a question of general application or interpretation occurs, Steps 1, 2 and 3 of this article may be bypassed.
- (h) Replies to written grievances shall be in writing at all stages.
- (i) Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- (j) The Employer shall supply the necessary facilities for the grievance meetings.

#### ARTICLE 14 - ARBITRATION

(a) Composition of Board of Arbitration

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) 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 Minister of Labour upon the request of either party.

(b) Who May be an Arbitrator

No person shall be selected as a member of an arbitration board who:

- (i) is acting, or has within a period of six (6) months preceding the date of his appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties;
- (ii) has any pecuniary interest in the matters referred to the Board.

(c) Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings within forty-eight (48) hours after the chairman is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairman is appointed. The decision of a majority shall be the decision of the Board.

(d) Decisions of the Board

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, 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 chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

(e) Expenses of the Board

Each party shall pay:

- (i) The fees and expenses of the arbitrator it appoints.
- (ii) One half the fees and expenses of the chairman.

(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.

ARTICLE 15 - DISCHARGE OR SUSPENSION

(a) Warnings

Whenever the Employer or a deputy deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the Secretary of the Union.

(b) Discharge Procedure

- (i) A regular employee may be dismissed only for proper cause and only upon the authority of the Employer or his agent. The department head may suspend an employee but shall immediately report such action to the Employer. When an employee is discharged or suspended, he shall be given the reason in the presence of his Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.
- (ii) An employee considered by the Union to be wrongfully or improperly discharged or suspended shall be entitled to a hearing under Article 13, Grievance Procedure. Step 2 of the Grievance Procedure shall be omitted in such cases.
- (iii) Should it be found upon investigation that an employee has been improperly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is proper and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

ARTICLE 16 - HOURS OF WORK

(a) Hours

Other than Office Employees

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

Office Employees

The normal work week shall consist of five (5) seven-hour days from Monday to Friday inclusive, (where the Union holds certification for same).

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) Minimum Hours

In the event of an employee starting work in any day and being sent home before he has completed four (4) hours, he shall be paid for four (4) hours. In the event that an employee reports for work but is sent home before commencing to work he shall be paid for two (2) hours at regular rates.

This clause shall not require a part-time employee to be paid for more hours than is regularly required of his job.

(d) Break Periods

All employees shall be permitted a ten (10) minute rest period both in the first half and the second half of a shift.

ARTICLE 17 - OVERTIME

(a) Overtime Rates on Weekdays

All time worked beyond the normal work day shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one half for the first two (2) hours and double time after two (2) hours in any one day or shift, Monday to Friday.

(b) Overtime Rates on Saturdays, Sundays and Holidays

Time worked on an employee's first day of rest (normally Saturday) shall be paid at time and one half the standard rate of pay for the first two (2) hours worked, and double time for every hour worked thereafter. All time worked on an employee's second day of rest (normally Sunday) shall be paid at double the standard rate of pay for every hour worked. Any employee who is required to work on a holiday shall be paid at the rate of double his standard rate of pay for every hour worked, in addition to his regular holiday pay.

(c) Minimum Call-Back Time

Every employee who is called out and required to work in an emergency outside his regular working hours shall be paid for a minimum of two (2) hours at overtime rates, and shall be paid from the time he leaves his home to report for duty until the time he arrives back upon proceeding directly from work.

(d) Overtime During Layoffs

There shall be no extended amount of overtime worked in any operation while there are employees on layoff in the same or similar type of operations and who are qualified to perform the available work.

ARTICLE 18 - DIFFERENTIAL PAY

Graveyard shift, fifteen (15) cents per hour.

Shift to be defined in Schedule "B" of this agreement.

ARTICLE 19 - HOLIDAYS

All employees shall receive one day's pay for not working on the following holidays:

- |                  |                  |
|------------------|------------------|
| New Year's Day   | Thanksgiving Day |
| Good Friday      | Remembrance Day  |
| Easter Monday    | Christmas Day    |
| Queen's Birthday | Boxing Day       |
| Dominion Day     | Labour Day       |

or any other day proclaimed by the Dominion or Provincial Government as a holiday.

When any of the above holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the department head concerned.

ARTICLE 20 - ANNUAL VACATIONS

(a) After one year's service and in each year thereafter, every employee shall be granted a period of vacation with pay as provided below:

After 1	- 2	- 3	- 4	years service	- 2 weeks
"		5	"	"	- 3 weeks
"		10	"	"	- 3 weeks plus 1 day
"		11	"	"	- 3 weeks plus 2 days
"		12	"	"	- 3 weeks plus 3 days
"		13	"	"	- 3 weeks plus 4 days
"		14	"	"	- 4 weeks
"		20	"	"	- 5 weeks

Any employee not having a year of service prior to the commencement of the vacation period shall be allowed vacations at the rate of one (1) working day for each completed month of service but the total allowed shall not extend beyond ten (10) working days.

An employee leaving the service at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, his estate shall be credited with the value of vacation credits owing to him.

(b) Holidays During Vacation

If a statutory or declared holiday falls or is observed during an employee's vacation period, he shall be granted an additional days vacation for such holiday in addition to his regular vacation time.

(c) Preference In Vacations

The months of July and August shall be the recognized vacation period and whenever possible vacation shall be granted employees during these months; however, by mutual agreement, vacations may be arranged in any other month of the calendar year. In the event of conflict of vacation period preference, the choice then shall be determined by seniority of service.

(d) Annual Vacation Pay for Part-Time Regular Employees

For the purpose of determining vacation pay for regular employees who are not working full time the following formula shall apply:

1 - 5 years after appointment to regular staff	-	4%	of annual earnings
6 - 10 " " " " " "	-	6%	" " "
11 - 14 " " " " " "	-	7%	" " "
15 - 19 " " " " " "	-	8%	" " "
20 or more years	-	10%	" " "

ARTICLE 21 - SICK LEAVE PROVISIONS

(a) Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay while ill, disabled, quarantined or because of an accident for which compensation is not payable under the Workmen's Compensation Act.

(b) Sick Leave Allowance Defined

Sick leave allowance means the number of days that an employee has earned through service to his employer and for which he will be entitled to sick leave.

(c) Amount of Sick Leave Allowance

Sick leave allowance shall be earned by an employee on the basis of one and one-half (1½) days for each month of service to his employer.

In any one year when an employee has not used his sick leave allowance or has used only a portion of it, the entire unused allowance shall accumulate for his future use to a maximum of 180 days.

Deduction shall be made from sick leave allowance on the basis of one day for each working day (exclusive of holidays) of sick leave granted.

(d) Proof of Illness

An employee may be required to produce a certificate from a duly qualified practitioner for any illness certifying that such employee is unable to carry out his duties due to such illness.



(e) Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence or layoff he shall not receive sick leave allowance for the period of such absence but shall retain his cumulative allowance, if any, existing at the time of such leave or layoff.

(f) Leave of Absence Without Pay

Leave of absence because of illness shall be granted without pay to an employee who does not qualify for sick leave or who is unable to return to work at the termination of the period during which he is entitled to sick leave. Such leave of absence shall be limited to one (1) year. At the end of one (1) year any extension can only be granted upon review and by mutual agreement of the parties hereto.

(g) Sick Leave Allowance Records

A record of all unused sick leave allowance will be kept by the Employer. The Employer shall advise each employee annually of the amount of his accumulated sick leave allowance. Any employee is to be advised, on application, of the amount of his sick leave allowance.

(h) All sick leave credits are cancelled upon termination of employment.

ARTICLE 22 - LEAVE OF ABSENCE

(a) For Union Business

The Employer agrees that, where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

(b) Union Conventions

The Employer shall grant leave of absence without pay and without loss of seniority to not more than two (2) employees in each school district who have been elected or appointed to represent the Union at Union conventions provided that the total leave per year to any employee shall not exceed twenty-one (21) days.

(c) Bereavement Leave

An employee shall be granted a maximum of three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a parent, wife, husband, sister, brother, child, grandchild, grandparent, mother-in-law or father-in-law. Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

One-half ( $\frac{1}{2}$ ) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his supervisor or department head.

(d) Compassionate Leave

Where an employee makes written application for compassionate leave because of serious illness within his family 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 his family.

(e) Jury Duty

The Employer shall pay an employee who is required to serve as a juror or court witness the difference between his normal earnings and the payment he receives for jury service or court witness. The employee will present proof of service and the amount of pay received.

(f) Leave for Union Officers

Any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of one year. Such leave shall be renewed each year during his term of office.

(g) General Leave

Provided that adequate replacements are available, the Employer may grant leave of absence without pay, for good and sufficient reason acceptable to the Employer. Requests for such leave shall be made in writing.

Periods of leave of absence without pay to a cumulative total in excess of four (4) weeks in any one (1) calendar year shall not be counted in the accumulation of seniority, service or perquisites.

(h) Maternity Leave

Employees shall be granted maternity leave in accordance with provisions of the British Columbia "Maternity Protection Act".

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

(a) The indication of a job and accompanying wage rate in the Wage Schedule shall not bind the Employer to create or fill any job.

(b) Pay Days

The Employer shall pay salaries and wages semi-monthly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions.

(c) Vacation Pay

Employees shall receive on the last office day preceding commencement of their annual vacation any cheques which may fall due during the period of their vacation.

(d) Pay During Temporary Transfers

if an employee substitutes on any job during the absence of another employee or performs duties of a higher classification, he shall receive the rate for the job or his regular rate, whichever is the greater. When an employee is regularly assigned to a position paying a lower rate, his rate shall not be reduced.

(e) Automobile Allowances

Employees required by the Employer to use their private automobile to carry out their duties shall be paid an allowance of fourteen cents (14¢) per mile, which shall include mileage to and from the employee's place of residence. Employees shall not be required as a condition of employment to supply a vehicle to perform their duties. Travelling between schools shall be allowable within this provision, if this is travelling done other than normal day to day conditions of employment in the same location.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

When the duties in any classification are changed or when any position not covered by Schedule "A" is established during the life of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question such dispute shall be submitted to negotiation and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 25 - SUPPLEMENTATION OF COMPENSATION AWARD

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workmen's Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the Workmen's Compensation Board and his regular salary to a maximum of six (6) months.

ARTICLE 26 - 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 he 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 he is undergoing training and the job to which the employee may return should he be unsuccessful in his training.

#### ARTICLE 27 - SEVERANCE PAY

If, as a result of the Employer ceasing all or part of the operations, or merging with another Employer, or if by reason of any changes in operating methods, the Employer is unable to provide work for a displaced employee with five (5) or more years of service, with no reduction in pay in a comparable class of work, the employee shall be given thirty (30) days notice and severance pay on the basis of one (1) weeks pay, at the regular rate of the position last occupied, for every year of completed service with the Employer.

#### ARTICLE 28 - SAFETY

- (a) The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect.
- (b) A Safety Committee shall be established and composed of two (2) representatives appointed by the Employer, and two (2) representatives of the Union.

The Safety Committee shall hold meetings as requested by the Employer or the Union and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.

Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union, and posted on all Union bulletin boards.

#### ARTICLE 29 - BENEFITS

##### (a) Pension Plan

Regular employees shall participate in the existing pension plan in accordance with the terms of the plan and in any future plan that may be entered into by mutual agreement by the parties hereto.

##### (b) Medical Insurance

The Employer shall contribute fifty percent (50%) of the premiums of the recognized medical plan for all regular employees. In the case of absence for illness, the Employer contribution will be paid for a maximum of one year from commencement of illness. Thereafter, and for the full period of any other absence, the employee may pay the full premiums through the Employer if he so desires, provided it is permissible under the plan.

(c) Group Life Insurance

Regular employees shall participate in a mutually agreeable Group Life and Accidental Death and Dismemberment Insurance Policy with the Employer and employee each paying fifty percent (50%) of the regular monthly premiums. Dividends from the policy may be allowed to accrue but shall only be used for the improvement of the Group Life Plan, as may be mutually determined between the Employer and the Union from time to time.

(d) Unemployment Insurance

All employees shall be covered by the provisions of the Unemployment Insurance Act, and the Employer agrees that no further certificates will be issued exempting employees from coverage.

(e) Retirement Benefits

- (i) Retirement shall be in accordance with the provisions of the Municipal Superannuation Act.
- (ii) Upon retirement of an employee who is not contributing to Municipal Superannuation, he shall be granted one and one-half (1½) days pay for every month of service with the Employer school board.
- (iii) Upon retirement of an employee who is contributing to Municipal Superannuation he shall receive one (1) weeks pay for every year of service with the Employer school board.
- (iv) Payment of benefits in the two preceding paragraphs of this section is to be based on the rate of pay effective immediately preceding such retirement.
- (v) The benefits provided in this section shall apply only to employees with a minimum of eight (8) years service with the Employer school board and shall extend to and include a maximum of twenty (20) years service, however, any employee having accumulated benefits in excess of that provided by the twenty (20) year maximum shall retain his total accumulation as calculated on December 31, 1969.
- (vi) Male employees will be deemed to have retired if they resign after having attained age sixty (60); female employees will be deemed to have retired if they resign after having attained age fifty-five (55).
- (vii) In the event of the death of an employee prior to his retirement any benefit accrued under this provision shall be paid to those relative of the employee, if any, who are directly dependent on the employee's salary for their livelihood.

ARTICLE 30 - GENERAL CONDITIONS

(a) Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and keep their clothes.

(b) Bulletin Boards

The Employer shall provide bulletin boards in all shops and offices upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such bulletin boards shall be placed in a prominent place for all employees to see.

(c) Fire Insurance

The Employer shall provide fire insurance covering the tools owned by employees while used in performance of their duties with the Employer.

(d) Strike at Employer's Premises

Employees shall not be required to cross picket lines established at the premises of the Employer or at firms with whom the Employer conducts business. However, essential services shall be maintained.

(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 his job. Such payment shall be made upon successful completion of the course.

(f) Clothing Allowance

All employees, upon becoming regular employees, shall be provided with an initial issue of two pairs of trousers and three shirts. Thereafter an issue will be made on February 1st of each year of one pair of trousers and three shirts. By mutual agreement, the type of clothing provided may be varied to suit particular circumstances.

ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS

All rights, benefits and working conditions which employees now enjoy, receive, or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 32 - SUBCONTRACTING

The following provision shall apply in School District #22 (Vernon) and #23 (Kelowna) only:

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:

- (a) 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 agreement is reached through negotiations between the parties to this agreement, and,
- (b) 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.

ARTICLE 33 - GENERAL

Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 34 - TERM OF AGREEMENT

This agreement, unless changed by mutual consent of both parties hereto, shall remain in effect for one (1) year commencing July 1, 1971 A.D. through the period ending June 30, 1972 A.D. but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other party during the four (4) month period immediately preceding June 30, 1972. If no such notice is given, this agreement shall remain in effect from year to year until termination by either party upon notice in writing to the other party during the four (4) month period immediately preceding the 30th day of June in any one year. If no agreement is concluded at the expiration of this agreement and negotiations are continued, this agreement shall remain in effect up to the time a subsequent agreement is reached or until negotiations are discontinued by either party.

IN WITNESS WHEREOF both parties hereto have executed these presents:

Signed this 27 day of September, 1971.

SIGNED FOR THE EMPLOYER

SIGNED FOR THE UNION

Chairman SD #15 (Penticton)

Secretary-Treasurer

*A. Mickelson*  
Chairman SD #22 (Vernon)

Secretary-Treasurer

*A. Little*  
Chairman SD #23 (Kelowna)

Secretary-Treasurer

Chairman SD #89 (Shuswap)

Secretary-Treasurer

*Robert J. Sawman*  
BCSTA Bargaining Unit  
Representative

*A. J. Legel*  
Chairman

*R. B. Carmichael*  
Secretary

*H. Horn*  
C.U.P.E.  
National Representative



SCHOOL DISTRICT NO. 22 (VERNON)

SCHEDULE "A"

<u>Category</u>	<u>Effective July 1, 1971</u>
Custodian (no papers)	\$590/3.41 hr.
Custodian (Class B)	614/3.55 hr.
Custodian (Class A or 4th)	654/3.78 hr.
Helper and Groundsman	590/3.41 hr.
Maintenance Man I (Qualified Tradesman)	745/4.31 (\$5 incl.)
<del>Maintenance</del>	<del>745/4.31 hr.</del> <i>all</i>
Foreman	808/4.67 hr.
Bus Driver	348/4.00 hr.
Tractor Operator - rear power-driven attachments	614/3.55 hr.

Custodian in charge of a one-man school shall receive \$20.00 per month in addition to his regular rate of pay.

Chief Custodian in charge of one or more men in a school shall receive \$20.00 per month and \$5.00 for each man under his charge in addition to his regular rate of pay.

The Chief Custodian in Vernon Senior Secondary shall receive the following salary:

Effective July 1, 1971

\$614.00

Rates for Leadmen

Leadmen shall receive not less than ten percent (10%) above the highest rated classification under their supervision. Leadmen must be designated by the Superintendent or his Assistant. However, an employee shall not be considered as being responsible for men working with him unless he is designated as the Leadman.

School District No. 22 (Vernon), Schedule "A" - cont'd

Stenographers

Effective July 1, 1971

1st 5 months	\$355/2.34
2nd 5 months	389/2.56
2nd year	423/2.78
3rd year	456/3.00
4th year	491/3.23
5th year	524/3.45

Where there is more than one stenographer in a school, one will be designated as being in a supervisory capacity and will receive an additional \$15.00 per month to the above rates. Special consideration and by mutual agreement, other stenographers in one employee operations may receive the additional \$15.00 per month.

New stenographers may not be engaged in the above scale in excess of the third year rate.

Bus Drivers

Bus drivers 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), or six (6), or 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.

General

To arrive at hourly rates for all employees working 40 hours per week or bus drivers on overtime, 173 shall be divided into the employee's monthly salary. For office employees, the divisor shall be 152.

Effective July 1, 1971

Cafeteria Staff

\$2.04/hr.