

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 1998 - JUNE 30, 2003

BETWEEN

OKANAGAN LABOUR RELATIONS COUNCIL
THE DELEGATED BARGAINING AUTHORITY FOR
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS'
ASSOCIATION ACCREDITED FOR AND REPRESENTING:

THE BOARD OF SCHOOL TRUSTEES OF:

SCHOOL DISTRICT NO. 19 (REVELSTOKE)
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)

AND

THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED
WITH THE CANADIAN LABOUR CONGRESS

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SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-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

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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 its 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 to 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 its representative which may conflict with the terms of this Collective Agreement, without the consent of the Union.

ARTICLE 3: RIGHTS OF EMPLOYER

For the purpose of the application of this Agreement, the "Employer" shall be the individual School Districts named in the preamble to this Agreement.

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

- (a) The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practised 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, 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.

This does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

(b) Sexual Harassment

- (i) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. Therefore, the Union and the Employer agree to cooperate in resolving any complaints of sexual harassment which may arise in the work place.
- (ii) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

ARTICLE 4: NO DISCRIMINATION cont'd.

(c) **General Harassment**

- (i) The Employer and the Union recognize the right of employees to work in an environment free from all harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of harassment which may arise in the workplace.
- (ii) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

ARTICLE 5: UNION SECURITY

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

ARTICLE 6: CHECKOFF OF UNION DUES

The Employer agrees to deduct from the pay of each employee employed by the Employer any monthly dues or assessments levied, in accordance with the Union By-Laws and owing 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.

A statement of the total gross earnings of the bargaining unit on which the dues have been assessed shall be included.

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 Dues Checkoff.

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 that the Employer boards join together to negotiate this Agreement or a substitute thereof, a Labour Management Negotiations Committee shall be appointed consisting of (a) The Chairman and Vice-Chairman of the Council and 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 its 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 Committee

All matters of mutual concern pertaining to rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the Labour Management Negotiations 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 8: LABOUR MANAGEMENT NEGOTIATIONS cont'd.

(f) Agreement Printing

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

(g) Labour Management Consultation

(i) Consultation Committee

The parties shall appoint a Joint Consultation Committee composed of not more than four (4) members of management and four (4) members of the union with the understanding that additional knowledgeable and appropriate people may attend to speak on specific issues. The committee chair will alternate between the Employer and the Union.

(ii) Meeting of the Consultation Committee

On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

(iii) Purpose of the Consultation Committee

The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

ARTICLE 9: DEFINITION OF EMPLOYEES

(a) Regular Employees

Regular employees are those employees who have been assigned to an established position and who have completed probation in accordance with Article 10(b). This includes full and part-time employees.

(b) Temporary Employees

Temporary employees are those employees who replace regular employees on leave or who are hired for specific projects.

ARTICLE 9: DEFINITION OF EMPLOYEES cont'd.

- (c) The following groups of employees shall receive seventy-five cents (75¢) per hour in lieu of sick leave (Article 21), paid leaves of absence (Article 23), 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 109th day of work in the preceding twelve (12) months.

The payment shall not be made when an employee relieves in a position regularly scheduled less than half time unless the employee works half or more of the normal weekly hours.

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 two (2) months at a time which can be done by postdated cheque(s).

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 on all bulletin boards in April and November 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 within each school district only.

ARTICLE 10: SENIORITY cont'd.

(b) Regular Employees' Attainment of Seniority

Newly hired employees appointed to established positions shall be on probation for 65 of the employee's working days or six (6) calendar months, whichever comes sooner from the date of commencing work. During the probationary period employees shall be entitled to all rights and privileges of this Agreement unless otherwise provided, except with respect to discharge. The standard of discharge for probationary employees shall be lack of general suitability for continued employment.

On completion of probation, seniority shall 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.

(c) Temporary Employees' Attainment of Seniority

Temporary employees shall be placed on the seniority list when they have completed 109 days in the preceding twelve (12) months. The date of commencing work for seniority purposes shall be twenty-one (21) weeks and four (4) days prior to the day on which the employee became eligible for inclusion on the seniority list.

(d) Seniority During Absence

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

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;

ARTICLE 10: SENIORITY cont'd.

(d) Seniority During Absence cont'd.

(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 not re-employed within twelve (12) months after layoff.

(e) Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, seniority acquired at the date of leaving the unit shall be retained for two (2) years, but no further accumulation shall occur. Should the employee return within two (2) years, this will not result in any layoff, bumping or reduction of hours of any employee(s).

(f) 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: 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.

ARTICLE 11: LAYOFF, BUMPING AND RECALL cont'd.

(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) 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, as follows:

- (i) Regular employees - not later than thirty (30) calendar days prior to the effective date of layoff or reduction of hours.
- (ii) Regular employees on layoff who accept temporary work and 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.

(d) Bumping

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. If the junior employee holds more than one position, the senior employee may bump one or more of the positions held by the junior employee provided that the senior employee is qualified to perform the duties of the position(s). The displaced employee has the right to bump one junior employee provided that the employee is qualified to perform the duties of the position(s). 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. The laid off employee,

ARTICLE 11: LAYOFF, BUMPING AND RECALL cont'd.

(d) Bumping cont'd.

whether part-time or full-time, may bump either a part-time or full-time employee. Where a temporary position occupied by a regular employee is terminated, the employee shall revert to their previous position.

The employee shall exercise bumping rights by informing the Employer of choice(s) within seven (7) calendar 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.

Where an employee exercises the right to bump and subsequently is unable to perform adequately the duties of the position, the employee shall have the right to bump only the most junior employee whose position the employee is qualified to fill.

(e) Recall

- (i) Employees who are laid off or bumped shall be recalled to their former position when it becomes vacant. "Former position" shall mean the last regular position previously held.
- (ii) Where the former incumbent on layoff is not the senior person on layoff, the most senior laid-off employee shall be recalled to the position subject to recall.
- (iii) Where hours are increased to their former level or higher and the previous incumbent exercised the right to bump, that employee shall have the right to recall. Where the former incumbent declines recall, the present incumbent will be maintained in the position with increased hours.
- (iv) Where a position becomes vacant and the former incumbent is no longer available or declines the recall, the vacancy shall be posted in accordance with Article 12. Vacant positions which were not affected by layoff or bumping shall be posted in the normal manner.
- (v) Subject to Article 10(d)(v), recall rights shall be maintained by an employee for a period of two (2) years.

ARTICLE 11: LAYOFF, BUMPING AND RECALL cont'd.

(f) Temporary Work

Employees who are laid off shall inform the Employer in writing of the nature and location of temporary work to which they wish to be called. Employees shall be called to such work in seniority order so that no qualified employee is involuntarily without work while a more junior employee is working.

Employees whose temporary work ceases shall have the right to displace another employee whose temporary work will continue for a further two (2) weeks or more.

(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.

(h) Except for (g) above, this Article shall not apply to the annual summer layoff of school term (nominal ten-month) employees. The availability of summer work for such employees in each school district shall be determined by the local parties in accordance with local past practice.

(i) 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).

ARTICLE 12: PROMOTIONS AND STAFF CHANGES

(a) Job Posting

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 regular employees will know about the position and be able to make written application therefor. Such notice shall contain the following information: location of work site (where identified), nature of position, required knowledge and education, ability and skills, shift and wage and salary rate or range.

ARTICLE 12: PROMOTIONS AND STAFF CHANGES cont'd.

(a) Job Posting cont'd.

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 a position is to have an increase to become full time then the Employer must post the position.

(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.
- (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) Regular 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.

ARTICLE 12: PROMOTIONS AND STAFF CHANGES cont'd.

(c) 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.

The successful applicant 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, 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) Union Notification

The Union shall be notified in writing within a reasonable time of all resignations, appointments, hirings, layoffs, rehiring and terminations of employment.

(e) 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 their regular duties, may be given the preference of any light work available at the salary payable at the time for the assigned position.

(f) Promotions Requiring Higher Qualifications

In cases of promotion requiring higher qualifications 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.

ARTICLE 12: PROMOTIONS AND STAFF CHANGES cont'd.

(g) 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.

- (h) 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 for ten (10) days commencing July 15 or August 15. Absent employees shall be notified by mail of the vacancy. Telephone 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.

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 five (5) Shop Stewards appointed or otherwise selected by the Union bargaining unit, whose duties shall be to investigate and to attempt to settle disputes. The number of Shop Stewards for each Board shall be as follows:

School District No. 19: 4
School District No. 53: 7
School District No. 67: 7
School District No. 83: 8

ARTICLE 13: GRIEVANCE PROCEDURE cont'd.

- (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 any Shop Steward.
- (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 work without obtaining permission of their 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 questions 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. Grievance shall be initiated with all dispatch but at all times within sixty (60) days.

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

Step 3: Failing agreement being reached in Step 2, the grievance shall be submitted in writing within ten (10) working days of the meeting at Step 2 to the Secretary-Treasurer or their delegate and a decision shall be rendered within ten (10) days.

Step 4: Failing a satisfactory settlement being reached in Step 3, upon application within ten (10) working days of the submission in Step 3 the Union shall be granted a hearing of a management committee. 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, within twenty (20) working days of the meeting in Step 4, refer the dispute to arbitration.

ARTICLE 13: GRIEVANCE PROCEDURE cont'd.

- (g) Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 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.
- (k) Where the Employer alleges that the Union is in violation of any provision of the Agreement, the Employer may file a grievance to the Secretary of the Union within thirty (30) days. The parties shall, if requested, meet to discuss the matter within ten (10) days. Failing satisfactory settlement being reached, the matter may be referred to arbitration in accordance with Article 14.

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 Director of the Arbitration Bureau upon the request of either party.

(b) Sole Arbitrator

Upon mutual agreement the parties may use a sole arbitrator. Failing agreement on a sole arbitrator, the provisions of the three (3) person board shall apply.

(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 decision of a majority shall be the decision of the Board.

ARTICLE 14: ARBITRATION cont'd.

(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 as quickly as possible.

(e) Expenses of the Board

Each party shall pay:

- (i) the fees and expenses of the arbitrator it appoints;
- (ii) one-half (1/2) of 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.

(h) Expedited Arbitration

Grievances may, by mutual agreement, be submitted to expedited arbitration. A decision shall be rendered within two (2) days of such arbitration hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems necessary to convey a decision. Such decisions shall be of no precedential value. Costs of the arbitrator shall be shared equally by the parties.

ARTICLE 15: DISCIPLINE

(a) Union Assistance

Where reasonable and practical the employee shall have the right to have a Steward present when subject to written reprimand or more serious discipline. Copies of all formal discipline letters shall be provided to the Union within five (5) days.

(b) Discharge Procedure

(i) The Employer shall not dismiss or discipline an employee bound by this agreement except for just and reasonable cause. When an employee is discharged or suspended, the reason shall be given in the presence of a 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 their former position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to 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.

(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.

(d) Access to Files

All employees shall have the right to review their personnel files in the presence of an Employer representative during regular office hours. Reasonable requests for photocopies of documents in the file shall be supplied by the Employer.

ARTICLE 16: HOURS OF WORK

(a) Hours of Work

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.

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

An employee starting work in any day and being sent home before completing four (4) consecutive hours, shall be paid for four (4) hours. An employee reporting for work but sent home before commencing work 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 their job subject to the above.

The consecutive hours' requirement does not apply to bus drivers.

A meal break of up to one (1) hour shall be excluded from the consecutive hours.

ARTICLE 16: HOURS OF WORK cont'd.

This clause shall not apply to:

- (a) student supervisors and crossing guards,
 - (b) employees replacing the regular employee where the work being replaced is less than four (4) hours or the replacement employee is only qualified for a part of the shift's work;
 - (c) 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;
 - (d) other positions as mutually agreed.
- (d) Break Periods

All employees shall be permitted a fifteen (15) 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 their standard rate of pay for every hour worked, in addition to regular holiday pay.

- (c) Bus Drivers

For overtime worked on normal working days or on days of rest, bus drivers shall be paid as follows:

ARTICLE 17: OVERTIME cont'd.

- (i) Driving - at appropriate overtime rates;
- (ii) Waiting Time - at straight time rates except for eight (8) hours' sleeping time and one (1) hour per meal which shall be without pay;
- (iii) On a day where no driving and only waiting time occurs, a maximum of eight (8) hours at straight time.

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

- (d) The parties hereby agree that, notwithstanding the provisions of this Article, employees shall be permitted to accumulate overtime credits in lieu of cash payment, such leave to be equal to the appropriate overtime cash rate.

Such leave shall be taken at times mutually agreed between the Employer and the employee and shall not interfere with the efficient operation of the school district.

This clause shall be administered in accordance with policies determined locally between the school districts and the sub-locals.

- (e) Minimum Call-Back Time

All employees who are called out and required to work in an emergency outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates and shall be paid from the time they leave home to report for duty until the time they arrive back upon proceeding directly from work.

- (f) 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 - fifty cents (50¢) per hour. Shift to be defined in Schedule "B" of this Agreement.

ARTICLE 19: HOLIDAYS

- (a) All regular employees shall receive one (1) day's pay for not working on the following holidays:

New Year's Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

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

- (b) When any of the aforementioned 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 the regular rate of pay; such day off to be taken at the discretion of the Department Head concerned.
- (c) All temporary employees shall receive 4.2% of straight time earnings in each pay period in lieu of statutory holidays.

ARTICLE 20: ANNUAL VACATIONS

- (a) Regular Full-Time Employees

Every employee who has been on the seniority list for at least one (1) year as at June 30 shall be granted a period of vacation with pay as provided below:

After 1 year's seniority as at June 30	- 3 weeks
After 7 years' seniority as at June 30	- 4 weeks
After 15 years' seniority as at June 30	- 5 weeks
After 23 years' seniority as at June 30	- 6 weeks

Any employee who has been on the seniority list for less than one (1) year as at June 30 shall be granted vacation with pay at the rate of one and one-quarter (1 1/4) working days for each completed month of seniority but the total allowed shall not exceed fifteen (15) working days.

- (b) When an employee is on an approved leave of absence without pay, layoff or Long Term Disability, vacation entitlement earned during this period shall be reduced by one-twelfth (1/12) for each month or major portion thereof of such leave.

ARTICLE 20: ANNUAL VACATIONS cont'd.

(c) Holidays During Vacations

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

- (d) When an employee who is on vacation becomes sick, requiring hospitalization, or experiences a bereavement as outlined under Article 23 (d), the employee shall be entitled to use either sick leave (for all days of hospitalization and subsequent confinement to home) or bereavement leave and have that proportion of vacation leave reinstated.

(e) Preference in Vacations

The months of July and August shall be the recognized vacation period and wherever possible vacations shall be granted employees during these months. However, by mutual agreement, vacations may be arranged in any other months of the calendar year. In the event of conflict between employees' preferences, the choice shall be determined by seniority.

(f) Regular Part-Time Employees

Regular part-time employees and temporary employees on the seniority list shall receive vacation pay each pay period* in accordance with the following formula:

Less than 1 year of seniority as at June 30	- 6% of bi-weekly earnings
After 1 year of seniority as at June 30	- 6% of bi-weekly earnings
After 7 years of seniority as at June 30	- 8% of bi-weekly earnings
After 15 years of seniority as at June 30	- 10% of bi-weekly earnings
After 23 years of seniority as at June 30	- 12% of bi-weekly earnings

- (g) Any temporary employee not on the seniority list shall be paid each pay period* four percent (4%) of bi-weekly earnings in lieu of vacation.

* Note: Individual school districts and sub-locals may negotiate a different practice regarding the payment method.

ARTICLE 20: ANNUAL VACATIONS cont'd.

- (h) An employee leaving the service at any time in the vacation year before receiving vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, their estate shall be credited with the value of vacation credits owing.

ARTICLE 21: SHORT TERM DISABILITY PROGRAM

- (a) Rate of Payment

Where a regular employee is unable to work due to illness, disability, quarantine or an accident for which compensation is not payable under the *Workers' Compensation Act*, 100% pay for the first six (6) working days' absence in any one year shall be received. After the sixth day the employee shall receive 66 2/3% of their regular pay for a period not to exceed 180 calendar days from the first day of the last absence. Employees who use all or part of their six (6) working days in a year shall have the entitlement reinstated in the following year.

- (b) Use of Credits

Sick leave credits accumulated under the former sick leave plan shall be frozen as of June 30, 1987. Employees who have earned such credits shall use their credits to supplement 33 1/3% of a day's accumulated credit to each day of absence, thereby receiving 100% pay to the extent of accumulated credits or 180 calendar days, whichever is the lesser. Credits may not be used while on the long term disability program but will be retained for future use on return to work. All sick leave credits are cancelled upon termination of employment.

- (c) Year

For the purposes of the above clauses, a year is defined as the twelve (12) month period from July 1 to June 30.

- (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 their duties due to such illness.

ARTICLE 21: SHORT TERM DISABILITY PROGRAM cont'd.

(e) Sick Leave During Absence

Employees shall not be entitled to payment under this article while on leave without pay, layoff or long term disability.

(f) Sick Leave Allowance Records

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

- (g) Where an employee is involved in an accident and as a result is paid sick leave during absence from work, any designated sick leave or wage compensation recovered from an insurer or court award shall be repaid by the employee to the Employer. The Employer shall thereupon reinstate the days of sick leave credit used, if any, as represented by the repayment.

ARTICLE 22: LONG TERM DISABILITY PROGRAM

- (a) All regular employees shall participate in a mutually-agreed long term disability plan. The Employer shall pay the full cost of the required premium.

The mutually-agreed plan shall provide 66 2/3% of salary and shall commence 180 calendar days after disability. The plan shall be fully integrated and shall be subject to such other conditions as the plan carrier shall require.

- (b) Persons shall retain employee status while on the long term disability program but shall only be entitled to the following provisions of the agreement:

- (i) Article 10(d)
- (ii) Article 30(a)
- (iii) Article 30(b), (c) and (e) upon payment of 100% of required premiums, two (2) months in advance and subject to the provisions of the plans.

ARTICLE 23: LEAVE OF ABSENCE

(a) For Union Business

Where permission has been granted to representatives of the Union to leave their employment temporarily to meet with the Employer with respect to negotiations, grievances, safety or labour-management matters, they shall suffer no loss of pay for time so spent.

(b) Union Conventions

The Employer shall grant leaves of absence without pay to not more than two (2) employees each in School Districts 19 and 53 three (3) employees each in School Districts 67 and 83, to represent the Union at Union conventions, to attend Union seminars or to carry on other Union business, provided that the total leave per year to any employee shall not exceed thirty (30) days and provided that adequate replacements are available.

(c) 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 by the Employer for a period of one (1) year. Such leave shall be renewed each year during their term of office. Seniority shall continue to accrue during such leave. On return to work an employee shall be placed in their former position if possible or a similar position.

The Employer shall grant leave without pay to the President, Vice-Presidents or Secretary-Treasurer of Local 523 and Sub-Locals to carry out necessary Union business providing adequate replacements are available.

(d) Bereavement Leave

A regular employee shall be granted a maximum of five (5), if necessary, regularly scheduled consecutive work days leave without loss of salary or wages in the case of the death of a parent, spouse (including common law), sister, brother, child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Reasonable leave of absence shall be granted for travel and estate affairs without pay.

ARTICLE 23: LEAVE OF ABSENCE cont'd.

(e) Pallbearer Leave

Up to one (1) day to a maximum of three (3) days per year shall be granted without loss of salary or wages to a regular employee to attend a funeral as a pallbearer, provided such employee has the approval of their supervisor or department head.

(f) Compassionate Leave

Where a regular employee makes written application for compassionate leave because of critical illness within their 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 their family.

(g) Jury Duty

A regular employee required to serve as a juror or obey a subpoena as a court witness shall be granted leave with pay. The employee shall give proof of such required service and shall pay to the Employer any fees received for such service.

(h) Pregnancy Leave

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

(i) 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 maternity leave or adoption leave will be considered under this clause.

(j) Paternity Leave

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

ARTICLE 23: LEAVE OF ABSENCE cont'd.

(k) Parental Leave

Employees shall be granted leave in accordance with provisions of the *British Columbia Employment Standards Act*.

- (l) All leave requests under this article shall be in writing and shall give reasonable notice to the Employer considering all the circumstances of the leave. In cases of emergency the written leave request may be submitted retroactively.

ARTICLE 24: 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 every second Friday 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. Payment shall be made by way of deposit to the employee's bank.

(c) Pay During Temporary Transfers

If an employee substitutes on any job during the absence of another employee or performs duties of a higher classification, the employee shall receive the rate for the job or their regular rate, whichever is the greater.

(d) Automobile Allowance

Employees shall not be required to supply a vehicle to perform their duties as a condition of employment. Where an employee is requested by the Employer to use a private automobile to carry out their duties, a mileage allowance shall be paid equal to the mileage allowance of the BCSTA as amended from time to time.

Mileage to and from the employee's place of residence shall be payable under this provision if such mileage is incurred when the employee is required by the Employer to use a private automobile to carry out duties during a special "call-out" outside of the employee's regular hours of work.

ARTICLE 25: SUPPLEMENTATION OF COMPENSATION AWARD

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Compensation Act*, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and their regular salary to a maximum of six (6) months. On expiry of the above six (6) months an employee shall be entitled to maintain benefits under this Agreement, conditions of the benefit plans permitting, by paying both employee and Employer shares. This entitlement shall continue as long as the employee retains his status as an employee and shall not prejudice the Employer's review of that status.

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 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 the training be unsuccessful.

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) week's pay, at the regular rate of the position last occupied, for every year of completed service with the Employer.

ARTICLE 28: JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

1. The parties agree that the intent of this Agreement is to ensure that all employees shall have access to the Occupational Health and Safety Committee structure. The Joint Occupational Health and Safety Committee will be established and operated as outlined below:
 - (a) Union representatives shall be employees at the workplace appointed by the Union, the Employer representatives shall be appointed by the Employer.
 - (b) The committee will function in accordance with the Industrial Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committee shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
 - (c) Employees who are representatives of the committee shall not suffer any loss of basic pay for the time attending a committee meeting.
 - (d) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive cash or equivalent time off at straight time.
2. The Employer shall save harmless and indemnify any employee from claims that may arise from the administration of medication as covered by the Comprehensive General Liability Insurance Provisions of the Provincial School Protection Plan.

ARTICLE 29: VIDEO DISPLAY TERMINALS

When employees are required to monitor video display terminals which use cathode ray tubes, then:

- (a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and, after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.

ARTICLE 29: VIDEO DISPLAY TERMINALS cont'd.

- (b) Employees who are required to operate VDT's on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.
- (c)
 - (i) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
 - (ii) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available, she shall be reassigned to such work and paid at her regular rate of pay.
 - (iii) Where work reassignment in (ii) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health and group life, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
 - (i) have adjustable keyboards and screens;
 - (ii) meet radiation emission standards established by the Ministry of Labour.

ARTICLE 30: BENEFITS

(a) Pension Plan

Regular employees shall participate in the existing 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 thereto.

(b) Medical Insurance

Effective March 1, 2001 the Employer shall contribute ninety-five percent (95%) of the premiums for the recognized medical and extended health plans including eyeglass option for all regular employees. In the case of absence for illness, the Employer contribution will be paid for medical, extended health and dental for a

ARTICLE 30: BENEFITS cont'd.

maximum of one (1) 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, provided it is permissible under the plan.

(c) Group Life Insurance

Regular employees shall participate in a Group Insurance Plan with the Employer paying ninety-five percent (95%) of the regular monthly premiums. The amount shall be two times (2x) annual basic wages raised to the next higher even multiple of \$500, subject to a minimum of \$10,000.

(d) Retirement Benefits

- (i) Retirement shall be in accordance with the provisions of the *Pension (Municipal) Act*.
- (ii) Upon retirement of an employee who is contributing to the Municipal Pension, the employee shall receive one (1) week's pay for every year of service with the Board, provided that notice of such retirement is given to the Employer prior to January 1st in the year that retirement is to become effective. Failure to provide notice may result in delay of the payment until the following fiscal year.
- (iii) Upon retirement of an employee who is not contributing to the Municipal Pension, the employee shall be granted one and one-half (1 1/2) days' pay for every month of service with the Employer, provided that notice of such retirement is given to the Employer prior to January 1st in the year that retirement is to become effective. Failure to provide notice may result in delay of the payment until the following fiscal year.
- (iv) Payment of benefits in the preceding two 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.
- (vi) Employees will be deemed to have retired if they resign after having attained age fifty-five (55), except as provided in the Letter of Understanding appended to this Agreement.

ARTICLE 30: BENEFITS cont'd.

(vii) In the event of the death of an employee prior to retirement any benefit accrued under this provision shall be paid to those relatives of the employee, if any, who are directly dependent on the employee's salary for their livelihood.

(e) Dental Plan

Effective March 1, 2001 the Employer shall contribute ninety-five percent (95%) of the regular monthly premiums of a mutually acceptable Basic Dental Plan for all regular employees participating.

(f) Employee and Family Assistance Program

The Employer shall contribute fifty percent (50%) of the regular monthly premiums for a mutually acceptable employee and family assistance program. Participation in the program shall be a condition of employment for all regular employees.

(g) 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.

(h) WCB Occupational First Aid (Attendant Requirements)

When WCB requires that an Occupational First Aid attendant is required at a facility an employee designated by the Employer shall be paid a premium based on the class of certificate set out below:

Level 2 Certificate	\$.55 per hour
Level 3 Certificate	\$.60 per hour

plus course fees to the level required by WCB Regulations. It is understood that the Employer may designate an employee other than a member of this bargaining unit.

ARTICLE 31: GENERAL CONDITIONS

(a) Proper Accommodation

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

ARTICLE 31: GENERAL CONDITIONS cont'd.

(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 their job.

(f) Clothing Allowance

All non-clerical 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. Where required, clerical employees, including teacher assistants, and cafeteria workers shall be provided with smocks or other protective clothing.

ARTICLE 32: 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 33: SUBCONTRACTING

No regular employee of the School District shall lose their job or suffer a reduction of hours as a result of the Employer subcontracting work.

ARTICLE 34: 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 35: TERM OF AGREEMENT

This Agreement, unless changed by mutual consent of both parties, hereto, shall remain in effect for five (5) years commencing July 1, 1998 through the period ending June 30, 2003, 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, 2003. 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 this Agreement.

SIGNED this 21st day of March, 2001.

SIGNED FOR THE COUNCIL:

Maureen Kalepichuk

Chairman

Jameson

Vice-Chairman

ASMA

Executive Director

SIGNED FOR THE UNION:

Adale Koski

President, Local 523

Juliet McDonnell

Secretary-Treasurer, Local 523

SCHOOL DISTRICT NO. 19 (REVELSTOKE)
WAGE SCHEDULE "A"

PAY GRADE	JOB TITLES	Effective January 1, 2001
1	Noon Hour Supervisors	\$15.42
2	Temporaries (Groups 1-5) Education Assistants	16.30
3	Elementary Library Clerks Bookkeeper/Typist - RSS Accounts Clerk - Board Office Lab Assistant - RSS Receptionist/Typist - RSS	17.25
4	Elementary School Secretary Maint./Special Services Secretary Library Assistant - RSS Resource Centre Clerk	18.23
5	Receptionist/Secretary - Board Office Payroll Clerk - Board Office Secretary to Principal - RSS	18.84
6	Students	11.97
7	Temporaries (Groups 7 - 15) Grounds Labourer	17.37
8	Custodian - Revelstoke Secondary School	17.73
9	Grounds Keeper	17.90
10	Custodian in Charge* - Revelstoke Secondary - Arrow Heights Elementary - Big Eddy Elementary - Columbia Park Elementary - Mountain View Elementary - Mount Begbie Elementary - Farwell Building - Maintenance Building - Board Office	18.04
11	District Custodian	18.35
12	Bus Driver/Maintenance	19.16**
13	Shop Coordinator	20.21
14	Qualified Trades	22.06
15	Foreperson	23.62

* Effective July 1/91 \$.25 per hour premium for Custodian in Charge for hours worked in principal location.

** Red circled as per Adjustment Plan dated May 26, 1999.

CLERICAL WAGE SCHEDULE

PAY GRADE	Effective January 1, 2001
1	\$15.16
2	15.55
3	15.97
4	16.37
5	16.78
6	17.18
7	17.59
8	17.98
9	18.37
10	18.78
11	19.17
12	19.59
13	19.98

A position subject to pay equity increases will be receiving a rate of pay different than shown in this schedule.

For information on the correct pay rate at a particular time, please contact the Human Resources Officer of your District or the President of your local.

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)
CLERICAL WAGE SCHEDULE "A"**

PAY GRADE	JOB TITLES
1	
2	
3	Library/Teacher Assistant
4	School Secretary I
5	Special Assistant III Personal Attendant School Secretary II Clerk/Receptionist
6	Special Services Secretary II Teacher Assistant - Work Experience
7	
8	Secondary Secretary V
9	Elementary Secretary I/C Secondary Secretary I I/C Accounts Payable Clerk V
10	Secondary Secretary II I/C Payroll Clerk IV
11	
12	
13	

JOB TITLES	Effective January 1, 2001
Cafeteria Manager	\$17.84
Helper	15.16

SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)
WAGE SCHEDULE "A"

JOB TITLES	Effective January 1, 2001
Crossing Guards	\$12.13
Custodian	17.19
Grounds Keeper	17.19
Grounds Keeper (Pest. required)	17.47
Leadhand Grounds	20.59
Helper-Labourer	17.19
Maintenance I (QT)	22.86
Maintenance II	19.12
Bus Driver	20.41
Driver-Mechanic	22.22
Light Vehicle/Tractor	17.75
Casual Labour (Student Help Only)	15.46

Custodian in charge of a one-custodian school shall receive fifty cents (\$.50) per hour in addition to their regular rate of pay.

Chief Custodian in charge of one or more custodians in a school shall receive fifty cents (\$.50) per hour and fifteen cents (\$.15) per hour for each custodian under their charge in addition to their regular rate of pay.

Rates for Leadhand

Leadhand shall receive a one dollar and seventy-one cents (\$1.71) premium in addition to their regular rate of pay. Leadhands must be designated by the Superintendent (or Assistant). However, an employee shall not be considered as responsible for employees working with them unless designated as the Leadhand.

**SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)
CLERICAL WAGE SCHEDULE "A"**

PAY GRADE	JOB TITLES
1	
2	
3	Teacher Assistant Library Assistant Library Clerk Offset Press Operator Machine Operator Machine Operator/Typist
4	Resource Centre Clerk II School Secretary I Clerk-Typist Receptionist/Typist Special Assistant II Substitute Teacher Dispatch Library Assistant/Clerk
5	Special Assistant III Personal Attendant Special Assistant/Personal Attendant School Secretary II
6	Board Office Secretary I Purchasing Clerk Receptionist/Booking Clerk School Secretary III Special Assistant III, Work Experience
7	Board Office Secretary II
8	Accounts Payable Clerk III Payroll Clerk/Computer Operator Head Clerk - Resource Centre Accounting Clerk
9	Elementary Secretary I/C Special Services Secretary
10	Secondary Secretary II I/C Payroll-Accounts Payable Clerk
11	
12	Accounting Clerk
13	

SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)
WAGE SCHEDULE "A"

JOB TITLES	Effective January 1, 2001
Crossing Guards	\$12.13
Custodian (no papers)	17.19
Relief Custodian/Floor Machine Operator	17.75
Custodian-Engineer (Class B papers)	17.75
Custodian-Engineer (4 th Class or better)	18.19
Warehouser	19.12
Maintenance I (QT)	22.86
Maintenance II	19.12
Bus Driver	20.41
Bus Driver/Maintenance	19.62
Light Vehicle Operator	17.75
Grounds Keeper - Helper	17.19
Grounds Keeper	17.19
Grounds Keeper (Pest. required)	17.47
Help-Labourer	17.19
Casual Labour II	17.19
Casual Labour I (Student Help Only)	15.46

Custodian in charge of a one-custodian school shall receive fifty cents (\$.50) per hour in addition to their regular rate of pay.

Chief Custodian in charge of one or more custodians in a school shall receive fifty cents (\$.50) per hour and fifteen cents (\$.15) per hour for each custodian under their charge in addition to their regular rate of pay.

Rates for Leadhand

Leadhand shall receive a one dollar and seventy-one cents (\$1.71) premium in addition to their regular rate of pay. Leadhands must be designated by the Superintendent (or Assistant). However, an employee shall not be considered as responsible for employees working with them unless designated as the Leadhand.

SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)
CLERICAL WAGE SCHEDULE "A"

PAY GRADE	JOB TITLES
1	
2	
3	Library Clerk Machine Operator/Clerk Special Assistant I Teacher Aide
4	School Secretary I Receptionist/Typist Clerk-Typist (Special Services) Special Assistant II
5	Bookings Clerk II Music Resource Clerk Music Accompanist Personal Attendant Special Assistant III Child Minder
6	School Secretary II Board Office Secretary I Purchasing Clerk Continuing Education Clerk
7	Payroll Clerk I School Secretary IV Librarian Assistant
8	Accounts Payable Clerk III Computer Operator/Accounting Clerk Payroll Clerk II Board Office Secretary III
9	Elementary Secretary I/C Secondary Secretary I I/C Student Support Services Secretary III Maintenance Clerk III Board Office Secretary IV Secretary - Transportation Dispatcher
10	Payroll-Accounts Payable Clerk Secondary Secretary I/C
11	Payroll Clerk V
12	
13	

SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)
WAGE SCHEDULE "A"

JOB TITLES	Effective January 1, 2001
Purchasing Agent	\$22.19
Resource Centre Manager	23.30
Educational Support Worker 1	17.60
Educational Support Worker 2	21.65

JOB TITLES	Effective January 1, 2001
Crossing Guards	\$12.13
Custodian (no papers)	17.19
Custodian (Class B papers)	17.75
Dispatcher	21.83
Bus Driver	20.41
Driver Labourer	20.09
Driver Trainer	21.73
Transportation Shop Foreperson	26.09
Maintenance I (QT)	22.86
Maintenance II	19.12
Utility Person	19.12
Foreperson, Custodial & Grounds Services	24.41
Grounds Keeper/Labourer	17.19
Grounds Keeper (Pest. required)	17.47
Casual Labour I (Student Help Only)	15.46
Service Technician	22.86
Assistant Service Technician	20.48
Light Vehicle Operator	17.75

Custodian in charge of a one-custodian school shall receive fifty cents (\$.50) per hour in addition to their regular rate of pay.

Chief Custodian in charge of one or more custodians in a school shall receive fifty cents (\$.50) per hour and fifteen cents (\$.15) per hour for each custodian under their charge in addition to their regular rate of pay.

SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)
WAGE SCHEDULE "A"

Construction

Employees assigned to new construction, where the project is over Thirty Thousand Dollars (\$30,000) will be paid fifteen percent (15%) above their basic rate (effective July 1st, 1974). The rates for Forepersons are not subject to this clause. -

Rates for Leadhand

Leadhand shall receive a one dollar and seventy-one cents (\$1.71) premium in addition to their regular rate of pay. Leadhands must be designated by the Superintendent (or Assistant). However, an employee shall not be considered as responsible for employees working with them unless designated as the Leadhand.

SCHOOL DISTRICT 19, 53, 67, 83 - SCHEDULE "A"

RATES OF PAY, EFFECTIVE JANUARY 1, 2002 TO JUNE 30, 2003

The wage increase has been settled by the Industrial Inquiry Commissioner's report dated June 7, 2000:

- (i) January 1, 2002: 1% plus
- (ii) "wage increases equivalent to wage increases negotiated in the broad public sector, such as between the Public Service Employee Relations Commission (PSERC) and B.C. Government & Service Employees' Union (BCGEU), the Health Employers Association of B.C. (HEABC) and the health care unions, the B.C. Public School Employers' Association (BCPSEA) and the B.C. Teachers Federation (BCTF). In the event a dispute arises under this recommendation, it shall be referred to Irene Holden and Vince Ready for a final and binding resolution."

**SCHOOL DISTRICT NO. 19 (REVELSTOKE)
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.

SHIFTS

Schedule A Employees (Groups 2 - 5)	The seven (7) hours shall be continuous (excluding a lunch period), between the hours of 7:30 a.m. and 5:00 p.m.; Monday to Friday.
--	---

Schedule A Employees (Groups 6 - 15)	The eight (8) hours shall be continuous (excluding a lunch period between 12:00 and 1:00 p.m.), between the hours of 7:00 a.m. and 5:00 p.m.; Monday to Friday.
---	---

Bus Drivers shall be scheduled a lunch period between 11:00 a.m. and 1:00 p.m.

This schedule shall not prohibit the Employer from scheduling casual or regular part-time work on Saturdays or Sundays.

Schedule B employees who normally work day shift may be rescheduled with one week's notice to work afternoon shift, for not more than three (3) months.

Afternoon Shift

Any shift commencing after 2:00 p.m. shall constitute afternoon shift. Hours of work shall be exclusive of a one-half (1/2) hour meal period. Shifts shall terminate prior to 1:00 a.m.

The Pathfinders Teaching Assistant position will have flexible hours.

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)
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.

WORK SCHEDULE

Custodians: Secondary Schools

 4:00 p.m. - 12:00 midnight
 (1/2 hour lunch)

 Elementary Schools
 2:30 p.m. - 10:30 p.m.
 (1/2 hour lunch)

 Day Shift
 7:00 a.m. - 3:30 p.m.
 (1/2 hour lunch) (Sept. - July)

During July and August straight day shifts, 8:00 a.m. - 5:00 p.m. (1 hour lunch)

Maintenance: 8:00 a.m. - 4:30 p.m.

Grounds: 8:00 a.m. - 4:30 p.m.

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 twelve (12) hours.

Hours of work may be changed to provide a one-half (1/2) hour lunch period provided it is done by mutual agreement of the parties hereto.

Clerical: 8:00 a.m. - 4:30 p.m.

**SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)
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.

SHIFTS

Normal shifts are as follows:

6:00 a.m. - 3:00 p.m.	1 hour off for lunch
7:00 a.m. - 3:30 p.m.	1/2 hour off for lunch
3:00 p.m. - 11:00 p.m.	lunch time included and must be eaten on the premises
8:00 a.m. - 4:30 p.m.	1/2 hour off for lunch
11:00 p.m. - 7:00 a.m.	lunch time included and must be eaten on the premises

(Custodial shifts at Penticton Secondary School)

Other than normal shifts:

4:00 p.m. - 12:00 midnight

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

Bus drivers [for the former School District No. 77 (Summerland)]:

Two (2) hours in a.m. (per schedule) and two (2) hours in p.m.

**SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)
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.

SHIFTS

Day Shifts	Between 7:00 a.m. and 5:00 p.m. (8 working hours with 1/2 hour unpaid lunch break)
Afternoon Shift	Between 2:00 p.m. and 11:00 p.m. (7 1/2 working hours and 1/2 hour paid lunch break in the facility)
Weekend Graveyard Shift	Between 11:00 p.m. and 7:00 a.m. Friday, Saturday and Sunday (7 1/2 working hours and 1/2 hour paid lunch break in the facility). Present employees assigned to weekend positions shall suffer no loss in remuneration because of the introduction of this clause.

Where there are two or more full-time custodians in a school or complex, one work shift will be a day shift.

When scheduling of building use permits, employees will be allowed to work a day shift during school vacations.

With mutual agreement of the Supervisor and employees, custodians may trade shifts or positions on a temporary basis. Should the trade continue for longer than a 30-day period it shall be subject to review in conjunction with the Union. Employees will be paid the rate for the position they actually work. A shift exchange within a school or complex will not constitute an exchange of position unless an exchange of duties also takes place.

Maintenance shifts shall normally be between the hours of 7:00 a.m. and 5:00 p.m.

LETTER OF UNDERSTANDING

BETWEEN

**THE BRITISH COLUMBIA SCHOOL TRUSTEES ASSOCIATION
(OKANAGAN LABOUR RELATIONS COUNCIL)**

**THE DELEGATED BARGAINING AUTHORITY FOR
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
ACCREDITED FOR AND REPRESENTING:**

THE BOARD OF SCHOOL TRUSTEES OF:

SCHOOL DISTRICT NO. 19 (REVELSTOKE)

AND

**THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

1. The following articles and Letters of Understanding shall not form part of the Collective Agreement between the above parties:

9 (c) except for last paragraph;
19 (c);
22;
32.

Letters of Understanding

(a) Retirement Age Letter

2. The following articles of the Collective Agreement will be amended or interpreted as follows:

Article 11: Layoff, Bumping, Recall

(c) Notice

This article shall not apply to temporary layoffs, to layoffs caused by inclement weather or normal seasonal layoffs.

School District No. 19 Letter of Understanding cont'd.

Article 20 (a): Annual Vacations for Regular Full-Time Employees

June 30th will be amended to October 1st for all employees hired prior to July 1, 1994.

Article 21: Short Term/Long Term Disability Program

This article is replaced by the following:

- "(a) Sick leave on the basis of one and one-half (1 1/2) days per month shall be earned as from commencement of employment as a regular employee. Unused sick leave may accrue to a total of two hundred (200) days, in the manner following: that where, in any one year, the employee has not used sick leave or only a portion thereof, the employee shall be entitled to accrue the unused portion of such sick leave for their future benefit.
- (b) An employee may, at the option of the Employer, be required to produce a medical certificate for any illness.
- (c) Any employee shall be advised, on application, of the amount of sick leave accrued to their credit.
- (d) Employees with accrued sick leave at the signing of this Agreement will retain such sick leave credit and further sick leave credit will be accrued as set out above.
- (e) Sick leave credits for regular part-time employees shall be on a pro-rata basis consistent with the time regularly employed each week.
- (f) All sick leave credits are cancelled upon termination of employment."
- (g) Where an employee is involved in an accident and as a result is paid sick leave during absence from work, any designated sick leave or wage compensation recovered from an insurer or court award shall be repaid by the employee to the Employer. The Employer shall thereupon reinstate the days of sick leave credit used, if any, as represented by the repayment.

School District No. 19 Letter of Understanding cont'd.

Article 23: Leave of Absence

Replace 23 (f) with the following:

- i) "Where full-time employees regularly employed on the day shift are unable to arrange medical or dental appointments out of working hours, they shall be granted reasonable time off with pay to attend such appointments. Paid leave of absence will be granted for out-of-town medical or dental appointments only where such appointments are as a result of a referral by a local qualified medical or dental practitioner. Absences of one-half (1/2) day or more shall be deducted from the employee's sick leave credits.
- ii) An employee shall be entitled to leave to transport their spouse, parent, child, sibling, ward, guardian or parent-in-law, for non-elective special medical care when that care is not available in Revelstoke. This leave may not exceed six (6) days total in a school year. Such leave is to be deducted from the employee's sick leave credits or if no credits are available the leave will be without pay.
- iii) In the event of a critical illness of an immediate member of an employee's family where no one else is able to attend to the needs of the family member, an employee shall be entitled upon notifying their immediate supervisor to a maximum of three (3) accumulated sick leave days per illness to a maximum of six (6) days per year."

Article 24 (c): Pay During Temporary Transfers

This clause does not apply to any employee in the Schedule "A" temporary classification.

Article 25: Supplementation of Compensation Award

This article shall read as follows:

"For Accidents Covered by Workers' Compensation

Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over to the Employer, any monies paid or payable to them by the Workers'

School District No. 19 Letter of Understanding cont'd.

Compensation Board, and upon so doing will receive full pay up to the value of the accumulated sick leave.

In such cases, there will be a deduction from the accumulated sick leave of the percentage by which the Workers' Compensation Board does not recompense the Employer. If there is no credit of sick leave, employees will retain their Workers' Compensation Board cheque."

Article 30 (d): Retirement Benefits

This article will be replaced by the following:

"Upon retirement, fifty percent (50%) of an employee's accumulated sick leave shall be paid to an employee in conformity with the provisions of the Municipal Superannuation Act for unreduced or medical pensions."

Article 31(f)

This article will be replaced with the following:

"The employer shall provide and maintain protective clothing where required."

3. The following provisions also apply:

Union Meetings

The Union shall apply to the Employer, in writing, one week prior to holding a Union meeting during working hours in order to notify the employees' immediate supervisors.

Union meetings held during working hours shall be held after 5:00 p.m.

Employees who are working during the evening shift when Union meetings are held will be released in order to attend the Union meeting and will make up any lost working time due to attending the Union meeting following the completion of their regular working hours.

The lunch period, but not rest periods, may be utilized in conjunction with the Union meeting.

The Employer would request that where possible union meetings be scheduled for the weekend, but where that is not possible and the meeting is held on a

School District No. 19 Letter of Understanding cont'd.

week night, the Employer agrees to release three Shop Stewards (or Executive) who may be working evening shifts on a maximum of two occasions in any school year. This represents an aggregate of six for the entire school year.

Where possible, the time away should be combined with their breaks to minimize the time lost at their work sites. The maximum time away from their place of work will not exceed two hours. The Employer's time lost after their break time is utilized and the two-hour maximum will not have to be made up on two occasions for three Shop Stewards/Executive for an aggregate of six in a school year.

Volunteers

The parties agree to the following uses of volunteers in the school setting.

It is understood that volunteers will not be assigned bargaining unit work and that they will be screened by the Principal regarding suitability.

The volunteers will not be given duties related to typing, photocopying, preparation of lessons, or duties normally performed by employees of the bargaining unit.

The agreed-to tasks will include:

- a. Reading and listening to students in small groups.
- b. Assistance with spelling.
- c. Assistance with editing and publishing phases of the Young Writer's Program.
- d. Assistance with art and craft projects.
- e. Cross-country ski program.
- f. Gymnastics program.
- g. Kindergarten program (task, art, reading, supervision, etc.) (No photocopying - free reign).
- h. Supervision at Moberly Park.
- i. Skating program.
- j. Assisting students to stay on task (Kindergarten).
- k. Piano playing for class activities.
- l. Assisting with field trips and extra-curricular activities.
- m. Cooking.
- n. Guest speakers.
- o. Conversational French.

Any additions, deletions, and/or changes to this list will be dealt with by the Liaison/Negotiations Committee. Any difficulty arising from the administration of this

School District No. 19 Letter of Understanding cont'd.

Letter of Understanding will also be dealt with by the Liaison/Negotiations Committee.

This letter will remain in force and effect until June 30, 1993. Thereafter, it may be deleted by either party giving 30 days' notice in writing to the other party with reasons for the request to delete the letter.

Sick Leave UIC Premium Reduction

- a. Notwithstanding the provisions of Article 23(f), the parties hereto acknowledge that an employee covered by this Collective Agreement shall accumulate sick leave for the exclusive use by an employee for their own personal illness, injury or pregnancy, of at least nine (9) days during the first year of employment and twelve (12) days in each subsequent year of employment.
- b. The parties recognize that any debits to sick leave, pursuant to Article 23, may only occur if priority has been given first to the requirements of a. above.

Pathfinders Program Teaching Assistant

The parties hereby agree that the position of Pathfinders Program Teaching Assistant may work up to nine (9) hours in a day without the Employer incurring overtime costs for the position under Article 17, provided the work week for the program does not exceed four (4) days.

Shift Differential - Evening Custodians

The following custodians will receive \$1.00 per hour evening shift differential for those hours worked after 5:00 p.m. so long as they remain in the custodial category:

Sandra Painter
Norm Hanson
Lucy Perillo

Nora Klippenstein
Gordon Cancelliere

Once they leave the custodial category, they will no longer be eligible for the premium. Should they return to the category they will not be eligible for the premium. All new hirings for custodial positions after July 1, 1994 will not be eligible for the premium.

School District No. 19 Letter of Understanding cont'd.


SIGNED at Kelowna, British Columbia this 21st day of March, 2001.

FOR THE EMPLOYER:

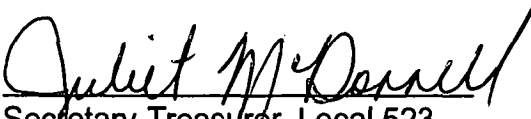


W. D. Holland

FOR THE UNION:



President, Local 523



Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING

BETWEEN

**OKANAGAN LABOUR RELATIONS COUNCIL
THE DELEGATED BARGAINING AUTHORITY FOR
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
ACCREDITED FOR AND REPRESENTING:**

THE BOARD OF SCHOOL TRUSTEES OF:

**SCHOOL DISTRICT NO. 19 (REVELSTOKE)
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

AND

**THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**


Excluded Staff Seniority

Excluded employees with seniority in the bargaining unit as of January 1, 1995 shall retain their 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.

SIGNED at Kelowna, British Columbia this 21st day of March, 2001.

FOR THE EMPLOYER:

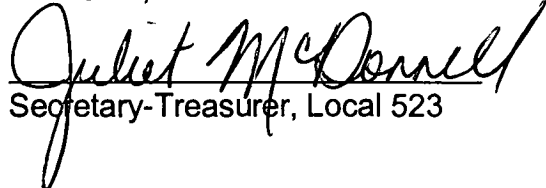


W. D. Holland

FOR THE UNION:



President, Local 523



Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING

BETWEEN

**OKANAGAN LABOUR RELATIONS COUNCIL
THE DELEGATED BARGAINING AUTHORITY FOR
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
ACCREDITED FOR AND REPRESENTING:**

THE BOARD OF SCHOOL TRUSTEES OF:

**SCHOOL DISTRICT NO. 19 (REVELSTOKE)
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

AND

**THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

Grant-Funded Projects

The parties hereby agree that in the event of the Employer's intent to utilize any federal or provincial summer employment grant, the Union shall be notified of the particulars of the description of additional work to be performed. Within thirty (30) days thereafter the Union will agree to the project provided that no regular employee is laid off as a result of the hiring of a student. Layoff does not include the normal summer layoff of ten or eleven-month employees except where such employee qualifies for the grant and prefers to work. No rates of pay shall be less than that agreed upon in Schedule "A".

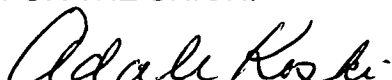
SIGNED at Kelowna, British Columbia this 21st day of March, 2001.

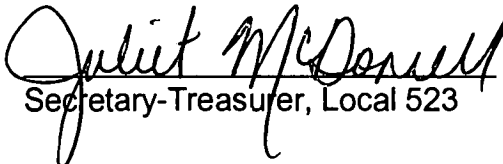
FOR THE EMPLOYER:



W. D. Holland

FOR THE UNION:



President, Local 523


Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING

BETWEEN

**OKANAGAN LABOUR RELATIONS COUNCIL
THE DELEGATED BARGAINING AUTHORITY FOR
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
ACCREDITED FOR AND REPRESENTING:**

THE BOARD OF SCHOOL TRUSTEES OF:

**SCHOOL DISTRICT NO. 19 (REVELSTOKE)
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

AND

**THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

Job Evaluation Committee Maintenance Procedures

All newly created or revised jobs shall be referred to the Job Evaluation Committee for review and rating. The Maintenance Procedure will be used to maintain the Job Evaluation Plan in the following instances:

1. Job Evaluation Committee
 - 1.1 The parties shall each appoint four (4) members to the Job Evaluation Committee.
 - 1.2 The terms of reference of the Committee shall be as set out in this Letter of Understanding.
 - 1.3 The Committee shall meet as required to carry out its tasks. Evaluations of positions under Section 2 – Evaluations and Section 3 – Appeal Procedures shall be completed as soon as possible after submission under sections 2.1.2, 2.2.1 or 3.1.1 as the case may be.

Job Evaluation Committee Maintenance Procedures cont'd.

2. Evaluations

2.1 Creating of a new position

- 2.1.1 It is the responsibility of the Employer to prepare a job description whenever a new job is created.
- 2.1.2 The job description shall be referred to the Committee which will determine the appropriate rating and advise the Employer.
- 2.1.3 The Employer shall provide the incumbent of the new position with a copy of the job description and rating upon appointment.
- 2.1.4 If the Committee is unable to establish a rating for a newly created job prior to posting of the position, the Employer may proceed with implementation using an interim rating.

2.2 Changes to existing positions

Job descriptions shall not be construed as prohibiting the Employer from requiring incumbents to perform comparable or transient duties within the area of knowledge and skills required by the job description. However, if such additional assignments become a continuing responsibility, or they become recognized as part of the job requirement and they are of sufficient importance to potentially influence the job rating, the following procedures apply:

- 2.2.1 The Employer shall complete a Request for Review Form, forwarding copies to the Committee to review as soon as possible. If the Employer does not deem it necessary to ask for a review, then the employee can request a review through the appeal procedure.
- 2.2.2 The Committee shall review and confirm or revise the evaluation ensuring the adequacy of the job description and/or application of the evaluation manual.
- 2.2.3 Copies of the Advice of Decision form shall be forwarded to the Employer who shall discuss the result with the employee.

Job Evaluation Committee Maintenance Procedures cont'd.

- 2.2.4 If either the employee, the Union or the Employer does not agree, the decision may be challenged through the appeal procedures as outlined.
- 2.2.5 When a job description and evaluation is changed by the foregoing process, it shall be implemented retroactively to the date when the Request for Review form was completed.
- 2.2.6 Any employee affected by downward adjustment shall be red-circled as of the date in 2.2.5 above.

3. Appeal Procedures

- 3.1 The appeal procedure may be used by incumbents or the Employer after the job description and job rating has been completed as per section 2 (Evaluations) and either party feels that the job description is inadequate or the rating for the job is incorrect.

Steps in the Appeal Procedure are as follows:

- 3.1.1 When there is a concern that the job description is inadequate or the rating is incorrect, it shall be referred to the Committee, who may discuss the matter with the incumbent and the Employer. Concerns should be referred to the Committee as soon as possible after they become apparent.
- 3.1.2 If the Committee agrees to a change in the evaluation, it shall be revised and implemented accordingly.
- 3.1.3 If the Committee does not agree that a discrepancy exists, the Committee will so advise the parties.
- 3.1.4 If the parties involved do not accept the Committee's decision, they may pursue the matter through the arbitration process.
- 3.1.5 When a job evaluation is changed by the foregoing process, it shall be implemented retroactively to the date as in 2.2.5.

Job Evaluation Committee Maintenance Procedures cont'd.

4. Arbitration Procedures

- 4.1 When agreement cannot be reached in the Committee on matters involving the accuracy of job descriptions and evaluations and/or the interpretation and application of the job evaluation rating manual, the matter shall be referred to a mutually-agreed upon mediator.
- 4.2 Where mediation is unsuccessful, the matter may be referred to arbitration.
- 4.3 The selection and subsequent appointment of an arbitrator shall be by mutual agreement between the Union and Employer. Should there not be agreement, the Arbitration article shall apply.

5. General Maintenance Procedures

The Committee shall:

- 5.1 Review and recommend revisions to the evaluation manual, forms and procedures as deemed necessary.
- 5.2 Every three years or otherwise, as deemed necessary, review the rating of a sampling of jobs by the Committee for the purpose of ensuring that relativity is being maintained.

SIGNED at Kelowna, British Columbia this 21st day of March, 2001.

FOR THE EMPLOYER:

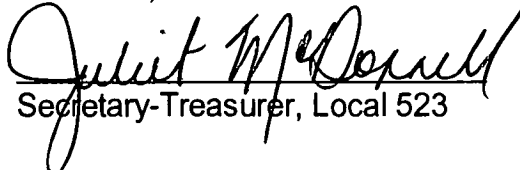


W. D. Holland

FOR THE UNION:



President, Local 523



Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING

BETWEEN

**OKANAGAN LABOUR RELATIONS COUNCIL
THE DELEGATED BARGAINING AUTHORITY FOR
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
ACCREDITED FOR AND REPRESENTING:**

THE BOARD OF SCHOOL TRUSTEES OF:

**SCHOOL DISTRICT NO. 19 (REVELSTOKE)
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

AND

**THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

Overtime Rates (Bus Drivers)

The parties hereby agree that the interpretation of "appropriate overtime rates" in Article 17(c) of the Agreement with respect to part-time drivers working less than eight (8) hours per day shall be as follows:

School Districts No. 19, 53, 67 (former 77) and 83

- Straight time for hours worked between the employees' regularly assigned hours and eight (8) hours on a normal working day;


Overtime Rates (Bus Drivers) cont'd.

School Districts No. 19, 53, 67 (former 77) and 83

- In accordance with Article 17(a) for work beyond eight (8) hours on a normal working day;
- In accordance with Article 17(b) on Saturdays, Sundays and holidays.


SIGNED at Kelowna, British Columbia this 21st day of March, 2001.

FOR THE EMPLOYER:

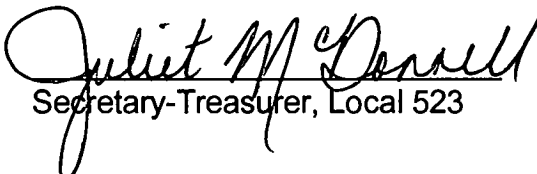


W. D. Holland

FOR THE UNION:



President, Local 523



Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING

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AND

**THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523 OF
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH
THE CANADIAN LABOUR CONGRESS**

Provincial Accord Re School Year Layoffs

1. The Public Sector Accord on K-12 Support Staff Issues contains the following provision:

Government Funding Flows


To address the structure and operation of government funding flows, Government will commit to ensuring that the funding allocation formula used to calculate the preliminary funding (spring) for districts will be utilized to calculate final funding (fall) allocations to districts. Further, it will commit to providing school districts with the technical ability to calculate final funding allocations during the month of September. School districts and local unions agree to cooperate in implementing the operational practices/parameters to facilitate the achievement of the staffing process contemplated by this element of the Accord. This includes identifying ways to address emergent circumstances occurring after September 30th. In return, school districts will commit that regular (continuing) support staff employees in positions as at September 30th will not be declared surplus (laid off) to the districts for that school year.

Provincial Accord Re School Year Layoffs

2. The parties agree that this provision applies to all regular and probationary employees in regular positions as at September 30, 2000 and each subsequent September 30 for the life of this Letter.
3. In the event that an employee is to be laid off or to have a reduction of hours, the provisions of Article 11 shall apply to employees other than Teacher Assistants. Teacher Assistants shall be governed by the Letter of Understanding re Teacher Assistants. There shall be no reduction of normal compensation for employees covered by this provision prior to the end of the school year unless the employee declines reasonable alternate work, accepts layoff or bumps.
4. Where an employee alleges that the alternate work offer is unreasonable, the parties shall meet to resolve the matter. Failing agreement, the matter shall be determined through expedited arbitration within the thirty-day notice period for layoff.


DATED at Kelowna, British Columbia this 21st day of March, 2001.

FOR THE EMPLOYER:

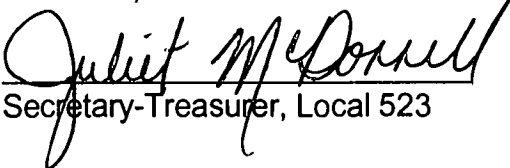


W. D. Holland

FOR THE UNION:



President, Local 523



Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING

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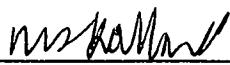
**THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

Retirement Age

The parties hereby agree that the retirement age referred to in Clause 30(d)(vi) shall not have the effect of reducing the benefits which would have been payable to any female employee on staff as at June 30, 1977. This shall be interpreted to mean that any such employee who is eligible shall receive the retirement benefits in Clause 30(d) at age 55, all other conditions being met.

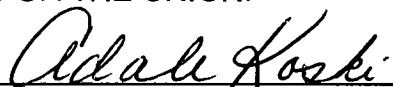
SIGNED at Kelowna, British Columbia this 21st day of March, 2001.

FOR THE EMPLOYER:

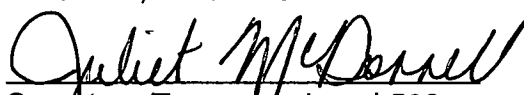


W. D. Holland

FOR THE UNION:



President, Local 523



Secretary-Treasurer, Local 523

2000-10-25

Ms. M. L. Warren
Canadian Union of Public Employees
Suite 208, 1433 St. Paul Street
KELOWNA, B.C. V1Y 2E4

Dear Ms. Warren:

This letter will confirm the understanding reached during negotiations for the collective agreement effective July 1, 1980 concerning the payment of Maintenance II rates:

The Boards agree that any employee working more than half-time on semi-skilled duties (mainly without supervision) will be paid Maintenance II. Semi-Skilled duties do not include the driving of a standard pick-up or van. Duties of Maintenance II may include the direction of base-rate paid employees.

Yours truly,



W. D. Holland
Executive Director

WDH/bjb

LETTER OF UNDERSTANDING

BETWEEN

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AND


**THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

Student Field Trips

1. When required by the Employer to accompany a student(s) on a field trip, an employee shall be paid at straight time for all hours actually worked up to thirty-five (35) hours in a week.
2. Hours worked in any overnight situation shall exclude eight (8) hours sleeping time and one (1) hour per meal per day.
3. Any hours worked over thirty-five (35) hours in a week shall be at the applicable overtime rates even if worked as part of the employee's regularly scheduled shifts.
4. An employee shall be allowed to work their regularly scheduled shifts even if thirty-five (35) hours work has been reached in that week due to the field trip.

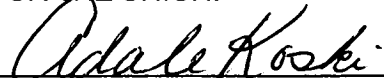
SIGNED at Kelowna, British Columbia this 21st day of March, 2001.

FOR THE EMPLOYER:




W. D. Holland

FOR THE UNION:



President, Local 523



Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING

BETWEEN

**OKANAGAN LABOUR RELATIONS COUNCIL
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AND

**THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

The parties agree as follows:

Supervisors and Crossing Guards

1. That the terms and conditions of the present CUPE contract apply to the above except as hereinafter amended:
2.
 - a. Seniority for regular Supervisors and Crossing Guards is applied on a Supervisor/Crossing Guards classification only basis. Seniority shall be accumulated in hours and be effective from the date of employment and/or September 1, 1989, whichever last occurred and maintained as a separate list.
 - b. Temporary Supervisors and/or Crossing Guards shall not accumulate seniority and shall not be entitled to special consideration by right of seniority.
 - c. Employees shall be entitled to use their seniority for the following purpose only:

-- call to work within the Supervisor/Crossing Guard classification;
 - d. Seniority accumulated as a Supervisor and/or a Crossing Guard shall not be considered in job postings for other job classifications within the bargaining unit

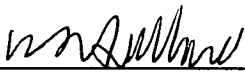
Supervisors and Crossing Guards cont'd.

although any such employee who applies shall be given the same consideration as other non seniority-rated applicants.

- e. When a Supervisor or Crossing Guard is the successful applicant to a regular position, their seniority within the Supervisor/Crossing Guard classification shall be converted and back dated to a calendar date upon successful completion of the probationary period based on the following formula: 80 hours worked = 1 month seniority.
3. Regular employees who are successful applicants for the position of Supervisor/Crossing Guard shall be subject to the terms and conditions as listed in this Letter of Understanding if the employer permits employees to hold more than one job.
4. It is recognized that teachers and administrative officers may also provide supervision pursuant to the *School Act*. This Letter of Understanding is not applicable to teachers.
5. Employees shall not be paid overtime as a result of work performed by them as Supervisors or Crossing Guards.
6. That the existing Regular Noon Hour Supervisors in SD #89 (Shuswap) shall have their seniority grandfathered so that the present Article 10 of the CUPE contract applies to them.
7. The rate of pay for Supervisors effective July 1, 1990, is the PG 2 rate. Anyone above that rate as of June 30, 1990 shall be red-circled at the June 30, 1990 rate until the PG 2 rate exceeds their rate.
8. The rate of pay for Crossing Guards, effective July 1, 1990 is \$9.00 per hour. Any increases after July 1, 1990 shall apply to this rate. Anyone above that rate as of June 30, 1990 shall be red-circled at the June 30, 1990 rate until the \$9.00 rate plus negotiated increases exceeds their rate.

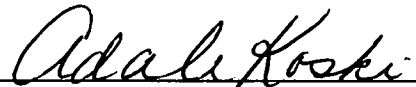
SIGNED at Kelowna, British Columbia this 21st day of March, 2001.

FOR THE EMPLOYER:

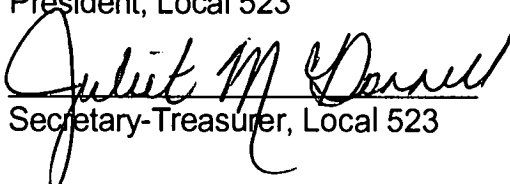


W. D. Holland

FOR THE UNION:



President, Local 523



Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING

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OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

Teacher Assistants

In the event a teacher assistant (which term is used in its generic sense) is about to lose their position or to lose hours during the school year, the Board:

1. may create a new teacher assistant position for the balance of that school year into which the employee shall be placed after consultation with, and agreement of, the union, so long as the position is reasonable considering the geography and affected employee's qualification and experience. The position shall be of equal or greater hours at an equal or greater pay rate.
2. may lay off the teacher assistant with the least seniority within the same geographical area and offer this position to the teacher assistant who is about to lose their position or hours. The Board must guarantee the original teacher assistant equivalent hours and pay rate. The laid off junior employee would have bumping rights.
3. At the end of that school year any position created under paragraph 1 and continuing into the next school year shall be posted and any employee affected by this letter, who has not already done so, shall be able to exercise their bumping rights.

Teacher Assistants cont'd.

4. Any affected employee shall have the option of accepting layoff for the remainder of the school year and/or be placed on the casual list if they do not wish to accept the positions offered.
5. The designated geographical areas shall be determined by agreement of each sub local and school district.

SIGNED at Kelowna, British Columbia this 21st day of March, 2001.

FOR THE EMPLOYER:




W. D. Holland

FOR THE UNION:



President, Local 523



Secretary-Treasurer, Local 523

LETTER OF UNDERSTANDING

BETWEEN

**OKANAGAN LABOUR RELATIONS COUNCIL
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AND

**THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**


Training (In-Service)

The parties agree that in-service training shall be provided during the term of the agreement 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.

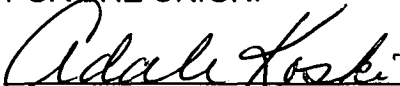
SIGNED at Kelowna, British Columbia this 21st day of March, 2001.

FOR THE EMPLOYER:

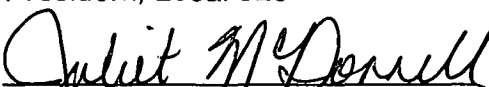


W. D. Holland

FOR THE UNION:



President, Local 523



Secretary-Treasurer, Local 523



June 6, 2000

FOR INFORMATION ONLY

Ref. No. 116240

Irene Holden
Labour Relations Board
900 - 360 West Georgia Street
Vancouver, BC V6B 6B2

and

Vince Ready
650 - 475 West Georgia Street
Vancouver, BC V6B 4M9

Dear Irene Holden and Vince Ready:

Re: Industrial Inquiry Commission concerning settlement Collective Agreement
Between British Columbia Public School Employers' Association
(and Member School Districts) and School District Support Staff Trade Unions
(IIC #2)

I am writing concerning IIC #2 and your recommendations for settlement dated May 30, 2000 (the "Report") and provided to the parties and government. Some of these issues were also referenced in the Commission's letter of May 31, 2000 to CUPE representative Gary Johnson.

I understand that you intend to use those recommendations for the basis of your binding decision in accordance with your powers under the Public Education Support Staff Collective Bargaining Assistance Act (the "Act").

I note, as well, that you make reference to certain items which the government has agreed to fund. I wish to affirm, for all parties to the collective agreement or to the documents deemed to be a collective agreement under the Act, that the government commits to fund as follows:

1. The monies committed by government and recommended by IIC #2 for the Four Hour Minimum Work Day Fund (\$5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002, as described in the IIC #2 Report.

... 2

2. Should the \$5 million in the fund identified in paragraph #1 above not be entirely expended for purposes related to the Four Hour Minimum Work Day Fund, any surplus will be transferred to the employment security fund on a yearly basis. That fund is identified in paragraph #3 below. This arrangement is also recommended by IIC #2 and described in the Report.
3. The monies committed by government and recommended by IIC #2 for employment security (\$3.5 million, annually) on each of July 1, 2000, July 1, 2001 and July 1, 2002 to the Support Staff Job Security Fund as described in the IIC #2 Report.
4. The monies committed by government and recommended by IIC #2 to fund the LTD plan (\$11.8 million, annually) on January 1, 2002, January 1, 2003 and each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC #2 Report and the Accords.

The government also agrees that it would be appropriate for IIC #2 to retain jurisdiction regarding implementation of these items over the course of the collective agreement.

Sincerely,



Paul Ramsey
Minister of Finance and
Corporate Relations

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LETTER OF UNDERSTANDING

BETWEEN

**OKANAGAN LABOUR RELATIONS COUNCIL
THE DELEGATED BARGAINING AUTHORITY FOR
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
ACCREDITED FOR AND REPRESENTING:**

THE BOARD OF SCHOOL TRUSTEES OF:

**SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

AND

**THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

Long Term Disability Plan

1. Effective March 1, 2003 the mutually-agreed long term disability plan shall be the Public Education Benefit Trust LTD Plan. The Core PEBT LTD Plan shall be at no cost to the Employer, the union or the employees.
2. Any employee who is eligible for benefits on February 28, 2003 under the existing Sun Life LTD Plan shall be entitled to the 180 calendar day periods in Articles 21(a), (b) and 22(a) and the amendments set out in paragraphs 1 and 2 herein will not apply to them.
3. Effective March 1, 2003 change "180" to "120" in Article 21(a), (b) and 22(a).
4. Effective March 1, 2003 any employee who has been receiving STD and is turned down for LTD, shall be eligible for STD pursuant to Articles 21(a), (b) and 22(a) for a period of 180 calendar days subject to the following conditions:
 - a. that the Employer reserves its right to challenge any such sick leave request at any time;
 - b. that the 180 calendar days will include all days, working or not, from the start of the 120 days mentioned in paragraph 4;

- 2 -

- c. that the employee made all reasonable efforts to access the PEBT plan including meeting all the PEBT Plan requirements regarding medical information, appeals and other process requirements.
 - d. that any employee seeking the continuance of STD after being denied access to the PEBT Plan will disclose to the Employer the information utilized by the Plan in denying the claim.
 - e. that the Union and employee agree that if he/she is successful in obtaining LTD for any period of time between the 120th and 180th day that he/she will repay the monies received from the Employer for the same period of time and receive the LTD payments. If alternate arrangements are not made with the Employer, then the repayment shall be made immediately upon receipt of the first LTD payment.
5. In the event that the PEBT Plan ceases LTD coverage then, on the effective date of the coverage ending, Article 21(a), (b) and 22(a) shall be deemed to be amended from 120 calendar days to 180 calendar days.
 6. In the event that the PEBT Plan changes the elimination period from 120 calendar days;
 - a. paragraph 3 of this Letter of Understanding will be deemed to change the "120" days in Article 21(a), (b) and 22(a) to the lesser of the new elimination period or 180 calendar days;
 - b. paragraph 4 of this Letter of Understanding will be amended to change the "120" days to the new elimination date.

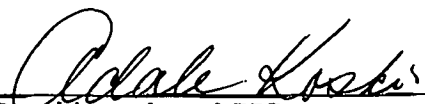
DATED at Kelowna, British Columbia this 23 day of June, 2003.

FOR THE EMPLOYER:

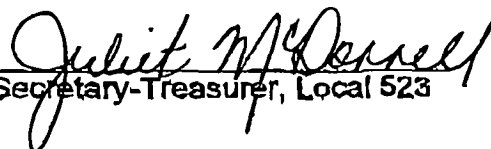
FOR THE UNION:



W. D. Holland



President, Local 523



Secretary-Treasurer, Local 523



Canadian Union of Public Employees
Syndicat canadien de la fonction publique

KELOWNA AREA OFFICE

Suite 208, 1433 St. Paul Street, Kelowna, BC V1Y 2E4, (250) 762-7919, Fax: (250) 762-9905 cupe.ca scfp.ca

June 13, 2002

W. D. Holland
Executive Director
Okanagan Labour Relations Council
#206 – 2565 Main Street
Westbank, BC V4T 2B4

Post-it™ Fax Note	7671E	Date	JUNE 14	# of pages	1
To	W. D. HOLLAND		From	M. L. WARREN	
Co./Dept.			Co.		
Phone #			Phone #		
Fax #	-707-3022		Fax #		

Dear Mr. Holland:

**RE: Joint Benefits Trust
Letter of Understanding**

Thank you for your letter of June 7, 2002.

The Union appreciates the position of the School Districts in this matter. The Union requests that, as per your proposal, the Letter of Understanding be returned to me with the Employer's signature removed.

When details of the operation of the Benefits Trust are available, the Parties should discuss any concerns.

Yours truly,

MARY-LOU WARREN
National Representative

- c. L.523
- L.523 (Okanagan-Similkammen)
- L.523 (Okanagan-Skaha)
- L.523 (North Okanagan-Shuswap)
- L.523 (Revelstoke)

MLW:jm
Opeju491

**OKANAGAN
LABOUR RELATIONS
COUNCIL**

Suite #206
2565 Main Street
Westbank, B.C. V4T 2B4
Telephone (250) 707-3002
Fax (250) 707-3022

2002-06-07

Our File: NTCA523(2)

Ms. Mary-Lou Warren
CUPE National Rep.
#102, 1433 St. Paul Street
Kelowna, B.C. V1Y 2E4

Dear Mary-Lou:

Re: Joint Benefits Trust Letter of Understanding

I acknowledge receipt of your letter dated May 27, 2002, a copy of which is enclosed.

Please be advised that school districts cannot agree that the effect of signing the Letter of Understanding, nor the agreement to go into the Joint Benefits Trust, means there shall be no reduction in benefit levels.

The employer has not agreed to this nor is there anything in the language that would require this. If the union will not change its position please advise. We will then return the Letter of Understanding with the employer's signature removed.

The employer does not take this position lightly but both the districts and CUPE 523 have been forced into this by a third party. As we may have little or not control of what the Trust does we cannot agree to guarantee anything with regard to the benefits as it may be completely out of our control.

I shall await your reply.

Yours truly,

OKANAGAN LABOUR RELATIONS COUNCIL

per:



W. D. Holland
Executive Director

Enclosure

cc: CUPE Bargaining Team
SD 51
SD 58

KELOWNA AREA OFFICE

Suite 208, 1433 St. Paul Street, Kelowna, BC V1Y 2E4, (250) 762-7919, Fax: (250) 762-9905 cupe.ca scfp.ca

May 27, 2002

Bill Holland
Okanagan Labour Relations Council
Suite 206 – 2565 Main Street
Westbank, BC V4T 2B4

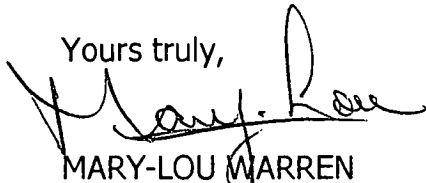
Dear Bill:

**RE: Enclosed Joint Benefits Trust
Letter of Understanding**

Enclosed is one copy of the above-noted Letter of Understanding duly signed by the President and Vice-President of Local 523.

Local 523 has signed this Letter of Understanding with the clear understanding that there shall be no reduction in benefit levels.

Yours truly,


MARY-LOU WARREN
National Representative

Enclosure

- c. Local 523
Local 523 Revelstoke
Local 523 North Okanagan-Shuswap
Local 523 Okanagan Skaha
Local 523 Okanagan Similkameen

MLW:jm
Opeiu491

LETTER OF UNDERSTANDING

BETWEEN

**OKANAGAN LABOUR RELATIONS COUNCIL
THE DELEGATED BARGAINING AUTHORITY FOR
THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
ACCREDITED FOR AND REPRESENTING:**

THE BOARD OF SCHOOL TRUSTEES OF:

**SCHOOL DISTRICT NO. 19 (REVELSTOKE)
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)
SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

AND

**THE OKANAGAN VALLEY SCHOOL EMPLOYEES UNION, LOCAL 523
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS**

Joint Benefits Trust

The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.

Once the trust is able to take on that responsibility, the parties agree that they will participate on the following conditions.

1. If there is no penalty clause in the current contract(s) with existing benefits carrier(s)/consultant(s), as soon as possible; or,
2. If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30, 2000 and June 7, 2000 which specify the basis upon which school districts participate in the trust and as clarified in their Recommendations Regarding Outstanding Accord Matters dated March 21, 2001.


This is a copy of original memo sent to union. The one signed by union was returned and we should keep a copy

The Parties further agree to participate in a government funded long term disability plan and early return to work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.

The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

SIGNED at Kelowna, British Columbia this _____ day of _____, 2002.

FOR THE EMPLOYER:



W. D. Holland

FOR THE UNION:

President, Local 523

Secretary-Treasurer, Local 523