

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 1993 - JUNE 30, 1995

BETWEEN

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

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 523 (OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)**

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COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 1993 - JUNE 30, 1995

BETWEEN:

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

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

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

(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1: PREAMBLE

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

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2: RECOGNITION AND NEGOTIATIONS

- (a) The Employer or anyone authorized to act on 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 his representative which may conflict with the terms of this Collective Agreement, without the consent of the Union.

ARTICLE 3: RIGHTS OF EMPLOYER

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

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

ARTICLE 4: NO DISCRIMINATION

(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, nor by reason of his membership in a labour union, and the employees shall at all times and in like manner act in good faith toward the Employer.

(b) Sexual Harassment

Letter of Understanding attached.

ARTICLE 5: UNION SECURITY

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

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 by him to the Union. Deductions shall be made from the payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made. The deduction of union dues is agreed as per the terms of the letter addressed to employees, from J. Kirk, dated May 11, 1993.

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. Shop Stewards shall be notified by the employer of new employees in their department.

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) The Employer 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. Each party shall notify the other party in writing, of its appointees and any subsequent changes thereof.

(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.

(f) Agreement Printing

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

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.

(c) The following groups of employees shall receive seventy-five cents (75c) per hour in lieu of sick leave (Article 21), paid leaves of absence (Article 22), benefits (Article 30) and clothing allowance (Article 31(f)).

(i) regular employees on layoff who are called for temporary work under Article 11(f), on expiration of the two-month period under Article 11(g);

(ii) temporary employees with seniority;

(iii) probationary employees without seniority from the 120th day of work in the preceding twelve (12) months.

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 one (1) month at a time.

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 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.

(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. A statutory holiday shall be considered a day of work.

(c) Temporary Employees' Attainment of Seniority

Temporary employees shall be placed on the seniority list when they have completed 120 days, including paid statutory holidays, in the preceding twelve (12) months. The date of commencing work for seniority purposes shall be twenty-four (24) weeks, 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, he shall not lose seniority rights.

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

- (i) he is discharged for proper cause and is not reinstated;
- (ii) he resigns;
- (iii) he is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;
- (iv) after a layoff he fails to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed in writing of his current address;
- (v) he 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 his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

(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.

(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) 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 his 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 he is qualified to perform the duties of the position occupied by the junior employee. 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. Full-time employees may bump any employee. Part-time employees may bump only part-time employees. Where a temporary position occupied by a regular employee is terminated, the employee shall revert to his previous position.

The employee shall exercise his bumping right by informing the Employer of his choice(s) within seven (7) working days of receiving notice under (c) above. Where an employee declines to exercise his 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, he shall have the right to bump only the most junior employee whose position he 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 to which the employee was appointed by way of job posting or initial hire.
- (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. However, part time employees on layoff cannot be recalled to a full time position.
- (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 position will be posted.
- (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.

(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 not have the right to displace another employee whose temporary work will continue for less than a further two (2) weeks.

The Employer agrees to pay his 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.

(g) Continuation of Benefits

The Employer agrees to pay his 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 his 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: nature of position, required knowledge and education, ability and skills, shift and wage and salary rate or range.

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

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

If a position is to have an increase to become full-time, then the employer must post the position.

(b) Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant having the greatest seniority, and having the required qualifications, fitness and ability. Union members are entitled to union representation when being interviewed. The successful applicant shall be provided with an orientation as required at the commencement of the job and shall be placed on trial for a period of sixty-five (65) of the employee's working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he shall be returned to his 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 his former position without loss of seniority and hourly wage rate.

(c) Union Notification

The Union shall be notified in writing of all appointments, hirings, layoffs, resignations, rehiring and terminations of employment within five (5) days.

(d) Disabled Employees' Preference

Any employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disablement is unable to perform his regular duties, may be given the preference of any light work available at the salary payable at the time for the position to which he is assigned.

(e) Promotions Requiring Higher Qualifications

In cases of promotion requiring higher qualifications or certification or another spoken language, the Employer shall give consideration to employees who do not possess the required qualifications, but are preparing for qualification prior to filling of a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time and to revert to their former positions if the required qualifications are not met within such time.

(f) Transfers

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

- (i) if it is considered he can better serve his Employer in the new situation, or it is proven that a move will be beneficial to the employee;
- (ii) an employee may be temporarily transferred for training in an appropriate school.

(g) 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.
- (c) The Union shall notify the Employer, in writing, of the name of each Grievance Committee member and Shop Steward before the Employer shall be required to recognize him.
- (d) The Grievance Committee and Shop Stewards selected according to (a) and (b) hereof, shall not change so long as they remain employees or until their successors are chosen.
- (e) In order that the work of the Employer shall not be unreasonably interrupted, the Shop Steward shall not leave his work without obtaining permission of his supervisor, which permission shall be given within an hour.
- (f) Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any 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 his Steward, shall first seek to settle the dispute with the appropriate department head, who shall render his decision within five (5) working days.

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

- (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 Minister of Labour 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.

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

(c) Clearing of Records

Provided there have been no further offences 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

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

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

(d) Break Periods

All employees shall be permitted a 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 his standard rate of pay for every hour worked, in addition to his 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:

- (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

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

(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 (50c) 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:

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

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

Effective July 1, 1993, all regular employees shall receive one (1) day Floating Holiday. The scheduling of this day shall be by mutual agreement.

- (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 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

Effective July 1, 1994, after 15 years seniority as at June 30, add one (1) day vacation per year.

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.

(c) Holidays During Vacations

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

- (d) When an employee who is on vacation becomes sick, requiring hospitalization, or experiences a bereavement as outlined under Article 22 (d), he/she 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. See Letter of Understanding

(e) Preference in Vacations

Vacations may be arranged by mutual agreement in any month of the 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
- 6% of bi-weekly earnings as at June 30

After 1 year of seniority
- 6% of bi-weekly earnings as at June 30

After 7 years of seniority
- 8% of bi-weekly earnings as at June 30

After 15 years of seniority
- 10% of bi-weekly earnings as at June 30

After 15 years of seniority - effective July 1, 1993, after 15 years seniority as at June 30, add one (1) day vacation per year. This additional day will be reflected as a percentage 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.

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

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, he shall receive 100% pay for the first six (6) working days' absence in any one year. After the sixth day he shall receive 66 2/3% of his 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 his duties due to such illness.

(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 his accumulated sick leave

allowance. Any regular employee is to be advised, on application, of the amount of his sick leave allowance.

ARTICLE 21 A: 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 22: 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 three (3) employees 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 his term of office. Seniority shall continue to accrue during such leave. On return to work an employee shall be placed in his 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 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, 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.

(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 his supervisor or department head.

(f) Compassionate Leave

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

(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) Maternity Leave

Employees shall be granted maternity 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.

- (k) 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 23: PAYMENT OF WAGES AND ALLOWANCES

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

(b) Pay Days

The Employer shall pay salaries and wages 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, he shall receive the rate for the job or his regular rate, whichever is the greater.

(d) Recognition of Experience for Increment Purposes

There will be no recognition of experience for persons employed less than one-quarter (1/4) time. Persons employed from one-quarter (1/4) time to one-half (1/2) time will be given credit for six (6) month's experience after one (1) year of service. Persons employed half to full-time will be given credit for six (6) months of experience after six (6) months of service. The above fraction of time will be based on the school year, September 1st to June 30th.

(e) 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 his private automobile to carry out his duties, however, he shall be paid an allowance at the current Board rate 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 his private automobile to carry out duties during a special "call-out" outside of the employee's regular hours of work.

ARTICLE 24: JOB CLASSIFICATION AND RECLASSIFICATION

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

ARTICLE 25: SUPPLEMENTATION OF COMPENSATION AWARD

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the 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 his regular salary to a maximum of six (6) months. On expiry of the above six (6) months an employee shall be entitled to maintain his 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 he will have the opportunity of becoming fully qualified. Prior to entering into the training period, discussion shall take place between the parties to this Agreement in order to determine the manner and method of replacing the employee while he is undergoing training and the job to which the employee may return should he be unsuccessful in his training.

ARTICLE 27: SEVERANCE PAY:

If, as a result of the Employer ceasing all or part of the operations, or merging with another Employer, or if by reason of any changes in operating methods the Employer is unable to provide

work for a displaced employee with five (5) or more years of service with no reduction in pay in a comparable class of work, the employee shall be given thirty (30) days' notice and severance pay on the basis of one (1) 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

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.

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.
- (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

The Employer shall contribute, effective January 1, 1994, ninety percent (90%) of the premiums for the recognized medical and extended health plans including eyeglass option (effective July 1, 1993, increased from \$100 to \$125 every two years, hearing aid option \$500 for each five year period) for all regular employees. In the case of absence for illness, the Employer contribution will be paid for a 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 if he so desires, provided it is permissible under the plan.

(c) Group Life Insurance

Regular employees shall participate in a mutually agreeable Group Life Policy and Accidental Death and Dismemberment Policy with the Employer paying seventy-five percent (75%) of the net monthly premium.

The benefits shall be as outlined below:

Group Life and A.D. & D Insurance

Amount: 2 times annual basic wages raised to the next higher even multiple of \$500, subject to a minimum amount of \$10,000.

(d) Retirement Benefits

- (i) Retirement shall be in accordance with the provisions of the Municipal Superannuation Act.
- (ii) Upon retirement of an employee who is contributing to Municipal Superannuation, he 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 Municipal Superannuation, he 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 and shall extend to and include a maximum of twenty (20) years' service; however, any employee having accumulated benefits in excess of that provided by the twenty (20) year maximum, shall retain his total accumulation as calculated on December 31, 1969.
- (vi) Employees will be deemed to have retired if they resign after having attained age fifty-five (55). The parties agree that the retirement age referred to in this clause 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.

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

(e) Dental Plan

The Employer shall contribute, effective January 1, 1994, ninety percent (90%) of the regular monthly premiums of a mutually acceptable Basic Dental Plan for all regular employees participating.

(f) Employee Assistance Program

The Employer shall contribute fifty percent (50%) of the regular monthly premiums for a mutually acceptable employee 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 Industrial First Aid (Attendant Requirements)

When WCB requires that an Industrial First Aid attendant is required at a facility an employee designated by the Employer shall be paid an additional forty-five cents (45c) per hour plus course fees. 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.

(b) Bulletin Boards

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

(c) Fire Insurance

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

(d) Strike at Employer's Premises

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

(e) Instructional Courses

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

(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, an exception being painters to be provided with three trousers and three shirts. By mutual agreement, the type of clothing provided may be varied to suit particular circumstances. Where required, clerical employees 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

(a) The following provisions shall apply:

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

- (i) that the Employer reserves the right to subcontract the operations of school buses, provided the Union is notified at least six (6) months in advance and agreement is reached through negotiations between the parties to this Agreement, and,

- (ii) in instances where the Employer feels that any operation presently performed within the bargaining unit could be more efficiently performed in some other manner the Employer may, in consultation and by agreement with the Union, subcontract that particular operation.

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 two years commencing July 1, 1993 through the period ending June 30, 1995, 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, 1995. 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 at Vernon, B.C. this 14th day of July, 1993.

SIGNED FOR THE BOARD:

Cay White
Chairman

[Signature]
Secretary-Treasurer

SIGNED FOR THE UNION:

[Signature]
President, Local 523

[Signature]
Secretary-Treasurer, Local 523

[Signature]
National Representative

CLERICAL WAGE SCHEDULE "A"

| <u>Pay Grade</u> | <u>Job Titles</u> |
|------------------|--|
| 1 | Laminating clerk |
| 2 | Booking Clerk I Resource Centre Clerk I Teacher Assistant - French & Kindergarten |
| 3 | Data Entry Clerk Noon Hour/Bus Supervisors Teacher Assistant - Cafeteria |
| 4 | Clerk Typist/SET B.C. Receptionist/Typist Resource Centre Clerk III School Secretary I |
| 5 | Library Clerk School Secretary I - Bilingual Board Office Secretary I - Educational Programs |
| 6 | Library Clerk - Bilingual Purchasing Clerk I Secondary School Secretary II/Secondary Teacher Assistant - Chefs Kitchen II Teacher Assistant - Work Experience Teacher Assistant |
| 7 | Booking Clerk III Payroll Clerk I Personal Attendant School Secretary III Sub Dispatcher |
| 8 | Board Office Secretary III Personnel Secretary - Teaching staff Personnel Secretary - Support staff School Secretary IV Transportation Secretary |
| 9 | Accounting/Computer Operator Accounts Payable Clerk Acquisitions Clerk Computer Support Clerk Board Office Secretary - Planning and Communication Purchasing Clerk II Resource Centre Secretary |

- 10 Maintenance Secretary
Payroll Clerk IV
- 11 Accounting Clerk
Board Office Secretary IV - Educational Programs
Elementary School Secretary I/C
Purchasing Clerk III
- 12 Elementary School Secretary I/C - Bilingual
Buyer
- 13 Secondary School Secretary I/C
- 14 Payroll Benefits Coordinator

July 1, 1993

SCHOOL DISTRICT NO. 22 (VERNON)

SCHEDULE "A"

CLERICAL WAGE

| PAYGRADE | JULY 1/92 | JUNE 30/94 (midnight) |
|---------------|-----------|--------------------------|
| START | | |
| 1 | 13.61 | 13.93 |
| 2 | 14.01 | 14.34 |
| 3 | 14.37 | 14.71 |
| 4 | 14.77 | 15.12 |
| 5 | 15.16 | 15.52 |
| 6 | 15.54 | 15.91 |
| 7 | 15.93 | 16.30 |
| 8 | 16.32 | 16.70 |
| 9 | 16.69 | 17.08 |
| 10 | 17.08 | 17.48 |
| 11 | 17.47 | 17.88 |
| 12 | 17.86 | 18.28 |
| 13 | 18.24 | 18.67 |
| 14 | 18.62 | 19.06 |
| SIX MONTHS | | |
| 1 | 13.87 | 14.20 |
| 2 | 14.25 | 14.58 |
| 3 | 14.65 | 14.99 |
| 4 | 15.02 | 15.37 |
| 5 | 15.41 | 15.77 |
| 6 | 15.80 | 16.17 |
| 7 | 16.18 | 16.56 |
| 8 | 16.57 | 16.96 |
| 9 | 16.96 | 17.36 |
| 10 | 17.34 | 17.75 |
| 11 | 17.75 | 18.17 |
| 12 | 18.13 | 18.56 |
| 13 | 18.51 | 18.94 |
| 14 | 18.89 | 19.33 |
| TWELVE MONTHS | | |
| 1 | 14.11 | 14.44 |
| 2 | 14.51 | 14.85 |
| 3 | 14.89 | 15.24 |
| 4 | 15.28 | 15.64 |
| 5 | 15.68 | 16.05 |
| 6 | 16.06 | 16.44 |
| 7 | 16.46 | 16.85 |
| 8 | 16.83 | 17.23 |
| 9 | 17.22 | 17.62 |
| 10 | 17.60 | 18.01 |
| 11 | 17.98 | 18.40 |
| 12 | 18.37 | 18.80 |
| 13 | 18.76 | 19.20 |
| 14 | 19.15 | 19.60 |

| | | |
|------------------------------|-------|-------|
| CAFETERIA HELPER | 14.11 | 14.44 |
| CROSSING GUARD | 11.21 | 11.47 |
| LIBRARY TECH 1ST YEAR | 16.91 | 17.31 |
| LIBRARY TECH 2ND YEAR | 17.52 | 17.93 |
| LIBRARY TECH 3RD YEAR | 18.13 | 18.56 |
| CUSTODIAN (NO PAPERS) | 16.07 | 16.45 |
| CUSTODIAN (CLASS B) | 16.62 | 17.01 |
| CUSTODIAN (FLOOR MACHINE) | 16.62 | 17.01 |
| CUSTODIAN (HEAD - VSS) | 17.02 | 17.42 |
| MAINTENANCE MAN II | 17.92 | 18.34 |
| MAINTENANCE MAN I (QT) | 21.86 | 22.37 |
| MAINTENANCE FOREMAN (QT) | 22.83 | 23.37 |
| ELECTRICIAN | 21.86 | 22.37 |
| ELECRIKIAN CLASS B | 0.58 | 0.58 |
| CASUAL LABOUR/STUDENT HELPER | 14.59 | 14.93 |
| YARDMAN | 17.92 | 18.34 |
| HELPER & GROUNDSMAN | 16.07 | 16.45 |
| MEDIUM VEHICLE OPERATOR | 17.46 | 17.87 |
| EQUIPMENT OPERATOR | 16.62 | 17.01 |
| BUS DRIVER | 19.14 | 19.59 |
| BUS DRIVER MECHANIC | 20.07 | 20.54 |
| BUS MECHANIC | 21.60 | 22.11 |
| MECHANICS HELPER | 19.09 | 19.54 |
| SUB FOREMAN (MILLWORK) | 22.58 | 23.11 |
| SUB FOREMAN (GROUNDS) | 22.58 | 23.11 |
| SUB FOREMAN (CUSTODIAL) | 20.72 | 21.21 |

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

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

- B. Bus Drivers:

Bus driving shall be considered as four (4) hours per day whether or not actual driving time amounts to this number of hours; however, any bus driver may be regularly assigned to a driving schedule of five (5), six (6), seven (7), or eight (8) hours per day provided the Employer's notice of intention

to change the regular schedule is given to the employee not less than one (1) week prior to the effective date of the new schedule.

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

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

RATES FOR LEADMEN

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

CASUAL CLERICAL RATE

A casual clerical employee who replaces a regular employee will be paid at the rate of Step 1 of Pay Grade 5 except when the incumbent rate is less than pay grade 5 in which case the casual employee is paid at Step 1 of the incumbent rate.

A casual clerical employee who replaces a regular employee in the same position for more than 5 consecutive days shall be paid thereafter at the rate of the incumbent.

In the event that an employee accumulates 10 or more days of relief work in a position having the same job title within a year, the employee shall be paid the appropriate rate for the job thereafter.

An employee shall not be removed from a casual assignment except as provided elsewhere in this agreement while the absence of the incumbent continues.

SCHOOL DISTRICT NO. 22 (VERNON)

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.

July and August:

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

24-Hour Coverage:

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

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

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

Graveyard Shift:

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

Morning Shift:

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

Afternoon Shift:

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

One-Man Schools & Split Shifts:

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

Maintenance Employees:

8:00 a.m. - 4:30 p.m., half (1/2) hour off for meal

School Clerical Employees:

Seven (7) consecutive hours between
7:30 a.m. and 4:30 p.m., one (1) hour off for meal

Board Office Employees:

8:30 a.m. - 4:30 p.m., one (1) hour off for meal

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

Bus Drivers: To be arranged according to requirements of the route and other duties, but in no event to extend over a period longer than twelve (12) hours.

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE: ADULT CROSSING GUARDS

The parties agree that the following terms and conditions shall only apply to Adult Crossing Guards.

1. The rate of pay for Adult Crossing Guards, effective July 1, 1990 is \$9.00 per hour. Any increase after July 1, 1990 shall apply to this rate.
2. Adult Crossing Guards shall not be paid overtime as a result of work performed by them as a crossing guard.
3. Adult Crossing Guards shall be classified as a regular employee.
4. Seniority
 - a) Seniority for Adult Crossing Guards is applied on a classification only basis. Seniority shall be accumulated in hours and be effective from the date of employment and maintained as a separate list.
 - b) Employees shall be entitled to use their seniority for the following purposes:
 - i) call to work within crossing guard classification.
 - ii) location of shift preference within crossing guard classification vacancies.
 - c) Seniority accumulated as an Adult Crossing Guard shall not be considered in job postings for other job classifications within the bargaining unit. Although any such employee who applies shall be given the same consideration as other non-seniority rated applicants.

- d) Substitute and temporary Adult Crossing Guards shall not accumulate seniority and shall not be entitled to special consideration by right of seniority.
- e) When an Adult Crossing Guard is the successful applicant to a regular position, his/her seniority 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 of seniority.

- 5. Regular employees who are successful applicants for the position of Adult Crossing Guards shall be subject to the terms and conditions as listed in this Letter of Understanding.

Signed at Vernon, B.C. this 14th day of July, 1993.

FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, CUPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE: APPRENTICESHIP PROGRAM

CONDITIONS:

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

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, CCOPE Local 523

SCHOOL DISTRICT NO. 22 (VERNON) OVERTIME - POLICY

RE: ARTICLE 17

1. Overtime worked must be at the direct request of the applicable supervisor, or established procedure. e.g. call outs.
2. Overtime worked by employees must be submitted on the pink overtime cards with the notation, "Bank" otherwise overtime wages will be paid.

N.B. It is the responsibility of the employee to clearly note same on their card.

3. The amount of overtime credits which may be banked at any one time shall be up to a maximum of 10 of the employee's regular assigned working days.
4. Banked overtime credits not cleared by August 31 in any calendar year shall be paid at the applicable earned rate.
5. Requests for withdrawal from the overtime credit bank must be made to the appropriate supervisor on the prescribed form in writing not less than ten working days prior to the time period the employee wishes to take. If in not less than five working days "best effort" basis to process will apply.
6. Overtime shall be paid (in time or cash) at the rate in effect at time of earning.
7. These guidelines shall be reviewed by the parties when the term of the Collective Agreement is renewed.
8. Banked overtime credits shall be either cleared (in time or cash) prior to an employee starting a new position within the District.

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE: ARTICLE 20: ANNUAL VACATIONS

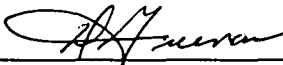
The parties agree as follows:

When an employee who is on vacation becomes sick and requires medical attention as attested to by a doctor's certificate, he/she shall be entitled to use sick leave for the period of confinement to home or the equivalent place of residence while on vacation.

The Board will review the terms of this letter on or before June 30, 1995, and may extend these conditions to the end of the term of the Collective Agreement.

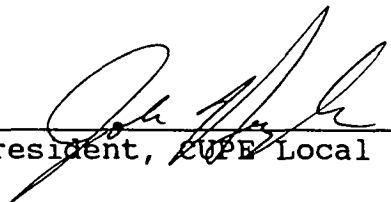
SIGNED at Vernon, B.C. this 14th day of July, 1993.

FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, CUPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE: ARTICLE 33

When the union alleges that Article 33 has been violated as a result of school based decisions, the Union will present the Secretary-Treasurer with the outcome of its investigation. The Secretary-Treasurer will reply to the union's allegations in writing within 5 working days informing the union of action taken.

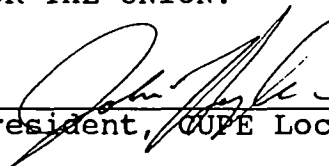
SIGNED at Vernon, British Columbia this 14th day of July, 1993.

FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, CUPÉ Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)**

RE: CONSTRUCTION

The parties agree that:

1. This Letter of Understanding supersedes and replaces all other Letters that refer to "Vernon Construction Employees".
2. This Letter of Understanding supersedes and replaces Letter of Understanding re. "Temporary Postings" as it applies to Maintenance I, Maintenance II and labourers who work on Construction projects.
3. This Letter of Understanding supersedes and eliminates that portion of Wage Schedule "A" as it refers to:

Construction Tradesman
Construction Maintenance II
Construction Labourer I
Construction Labourer II
Construction Foreman
Construction Leadhand

4. The parties shall meet prior to the commencement of capital/construction projects (hereinafter called pre-project conferences) to review the scope of each project, to determine through consultation and by agreement with the Union, which projects or components of a project shall be done by School District No. 22 (Vernon) employees (maintenance staff) and which shall be done by outside contractors.
5. The following criteria should be used to determine the allocation of work as defined in #4 above.
 - 5.1 Availability of manpower.

- 5.1.1. The Board shall make an earnest effort to locally recruit experienced and qualified personnel.

- 5.1.2. The ongoing operation of the regular maintenance program in School District No. 22 (Vernon) must be considered prior to using regular maintenance staff and additional staff on capital/construction projects.
- 5.1.3. The availability of manpower (as referred to in 5.1.2.), as well as the number of construction projects, and the availability of other requirements to mobilize a project will be a determining factor in whether the parties agree to contract specific projects or portions thereof.
- 5.1.4. For the purposes of this Letter capital/construction work is defined as those projects funded by grants from outside agencies, through the annual capital plan budget, minor renovation, and shareable capital surplus budgets.
- 5.1.5. It is recognized by the Board that all current facility maintenance programs are normally the responsibility of School District No. 22 (Vernon) maintenance employees.
- 5.1.6. No regular employee of the School District shall lose his job or suffer a reduction of hours as a result of the Employer sub-contracting work.
- 5.1.7. The Maintenance Man I (Qualified Tradesman) rate will be increased by \$.26 per hour to \$16.99 per hour, effective July 1, 1990.

In the event that this Letter is not renewed by the parties on July 1, 1991, the base rate for Maintenance Man I - (Qualified Tradesman) and Schedule A for Construction classification (as referred to in paragraph 3 of this Letter) shall revert to the rate as per the current Collective Agreement expiring June 30, 1991.

This Agreement and the terms herein are subject to review on 30 June 1995.

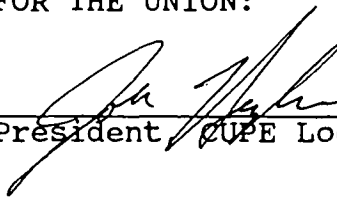
SIGNED at Vernon, B.C. this 14th day of July, 1993.

FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, CUPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE: CONTRACTING OUT - CAPITAL PROJECTS WITHOUT PREJUDICE

The parties agree, for the following circumstances only, that:

1. The Board can contract out all work involved in the following capital projects.

Fulton School Replacement
J.W. Inglis Elementary - renovations - Phase 1 and 2
Mission Hill Elementary - Additions & Renovations
Beairsto Elementary - Renovations & Upgrading
Lavington Elementary - Additions & Renovations

except for the following work contained within these projects:

Millwork
Painting
Fire & Intrusion Alarm Installation.

2. No regular employee of the School District maintenance staff shall lose his job or suffer a reduction of hours as a result of the employer sub-contracting these projects.
3. Mr. Doug Jameson, Mr. Edward Braun and Mr. Harold Holmes will be appointed to regular maintenance (Carpenter I) staff. The provisions of clause 2 of this Letter of Understanding will apply to these three (3) incumbents.
4. Mr. Kevin Winters, casual electrician; Mr. Bruce Coslett and Mr. Burgess Newman, casual painters shall be guaranteed employment as long as the capital projects as defined in clause 1 of this Letter of Understanding require an electrician or painter.

It is understood between the parties that work may be assigned to these employees either in maintenance or construction.

These positions will not be given regular permanent employee status as a term of condition of this Letter of Understanding.

Mr. Coslett and Mr. Newman's casual employment shall begin April 1, 1991.

5. In instances where regular electrical maintenance tradesmen are engaged in the installation of fire and intrusion alarm systems on capital projects, the Board agrees, where possible, to backfill these regular tradesmen positions.

The Union recognizes that it will not normally be the intent of the Board to backfill these positions when the time period allocated to the installation of fire and intrusion alarm systems is two (2) weeks or less.

6. The terms and conditions of this Letter apply to the duration of the capital projects as outlined in clause 1 of this Letter.

The parties agree to discuss similar terms and conditions for sub-contracting future capital projects.

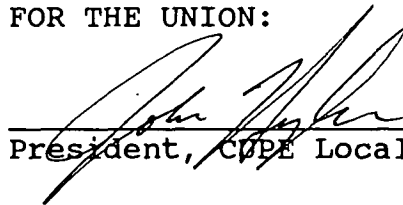
SIGNED at Vernon, B.C. this 14th day of July, 1993.

FOR THE BOARD:

FOR THE UNION:



Secretary-Treasurer



President, CUPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE: 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".

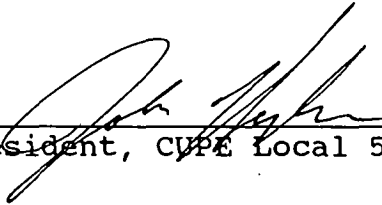
SIGNED at Vernon, British Columbia this 14th day of July ,
1993.

FOR THE BOARD:

FOR THE UNION:



Secretary-Treasurer



President, CUPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE: SEAN HAMILTON

The parties agree that:

1. the hourly rate of Sean Hamilton, Grounds/Trades-Helper, will be the average of the current Maintenance Man I (Q.T.) and the current Maintenance Man II rate of pay and will be classified as a Maintenance I/II.

This agreement and the terms herein are subject to review of June 30, 1995.

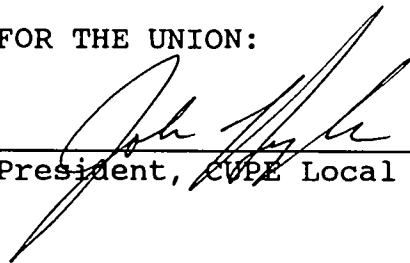
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FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, CUPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE: JOB REVIEW COMMITTEE MAINTENANCE PROCEDURES

The following are the terms of reference for Job Review Committee Maintenance Procedures:

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

1. Job Ratings

a. Creating of a New Position

- i. It is the responsibility of management to prepare a job description whenever a new job is created.
- ii. The job description shall be referred to the Joint Job Review Committee for review. The Joint Job Review Committee will determine the appropriate rating.
- iii. Management shall provide the incumbent of the new position with a copy of his/her job description and rating upon appointment.
- iv. If the Joint Job Review Committee is unable to establish a rating for a newly-created job within a reasonable period of time, management may proceed with implementation using an interim rating.

b. Changes to Existing Positions

Job descriptions shall not be construed as prohibiting management 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:

- i. The Employer shall complete a Request for Review Form, forwarding copies to the Joint Job Review Committee for 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.
- ii. The Joint Job Review Committee shall review and confirm or revise the evaluation ensuring the adequacy of the job description and/or application of the evaluation manual.
- iii. Copies of the Advice of Decision form shall be forwarded to the employee and the Employer.
- iv. If either the employee, the Union or the Employer does not agree, it may challenge through the appeal procedures as outlined.
- v. 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.
- vi. Any employee affected by downward adjustment shall be red-circled as of the date in v. above.

2. Maintenance Appeal Procedures

The appeal procedures may be used by incumbents or management after the job description and job rating has been completed as per Section 1 (Job Ratings) 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:

- a. When there is a concern that the job description is inadequate or the rating is incorrect, it shall be referred to the Joint Job Review 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.
- b. The Joint Job Review Committee shall convey its decision as soon as possible.
- c. If the Joint Job Review Committee agrees to a change in the evaluation, it shall be revised and implemented accordingly.

- d. If the Joint Job Review Committee does not agree that a discrepancy exists, the Committee will so advise the parties.
- e. If the parties involved do not accept the Joint Job Review Committee's decision, they may pursue the case through the arbitration process.
- f. When a job evaluation is changed by the foregoing process, it shall be implemented retroactively to the date as in 1. b. v.

Arbitration Procedures

This procedure will be used when agreement cannot be reached in the Joint Job Review Committee on matters involving the accuracy of job descriptions and evaluations and/or the interpretation and application of the job evaluation rating manual. These matters shall be referred to an arbitrator for final and binding decision.

The selection and subsequent appointment of an arbitrator shall be by mutual agreement between the Union and the Employer. Should there not be agreement, Article 14 shall apply.

3. General Maintenance Procedures

The Joint Job Review Committee shall:

- a. Review and recommend revisions to the evaluation manual, forms and procedures as deemed necessary.
- b. Every two years or otherwise, as deemed necessary, review the rating of a sampling of jobs selected by the Committee for the purpose of ensuring that relativities are being maintained.
- c. Whenever a job is without an incumbent and it is not intended that there will be an incumbent in the future, the following procedure applies:
 - i. If the job is no longer required, management shall advise the Union in writing prior to declaring the job "obsolete".
 - ii. If in management's opinion the job is not likely to be required but it is desirable to retain it in the system for the time being, management shall declare it "dormant" and advise the union in writing.

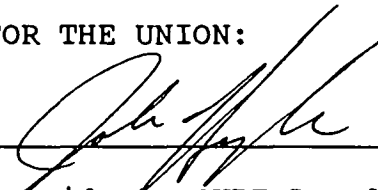
SIGNED at Vernon, British Columbia this 14th day of July, 1993.

FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, CUPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE. LAYOFF

No layoff will result during the first year of this agreement subject to the union's acceptance of the terms and conditions of this memorandum of agreement with the exceptions as below:

1. Those employees covered by the letter of intent dealing with Contracting Out - Capital projects.
2. Employees hired for capital projects that occur from time to time.
3. Casual and temporary employees as defined in the collective agreement.

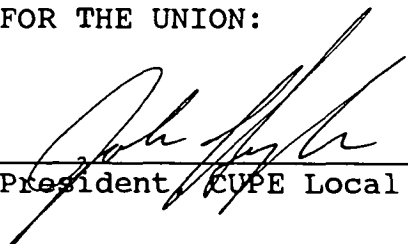
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FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, CUPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 523 (OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE: LEAVES OF ABSENCE

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

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

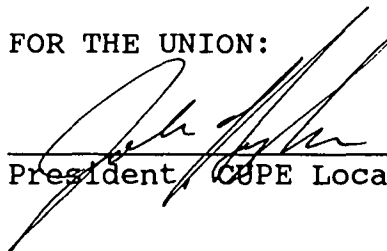
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FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, CPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN

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

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

LONG TERM DISABILITY

Article 21A - Paragraph (a) shall be deemed to read:

All regular employees shall participate in a mutually agreed long term disability plan ("LTD Plan"). All regular employees shall be entitled as additional remuneration hereunder, to payment to the LTD Plan, on their behalf, of 100% of their premiums under the LTD Plan.

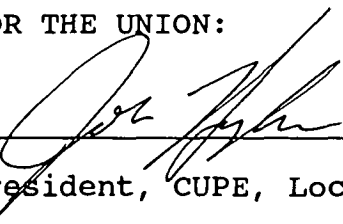
Signed at Vernon, B.C. this 14th day of July, 1993.

FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, CUPE, Local 523

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE: MAINTENANCE MAN II RATES

The Board agrees that any employee working more than half-time on semi-skilled duties (mainly without supervision) will be paid Maintenance Man II.

Semi-skilled duties do not include the driving of a standard pick-up or van. Duties of Maintenance Man II may include the direction of base-rate paid employees.

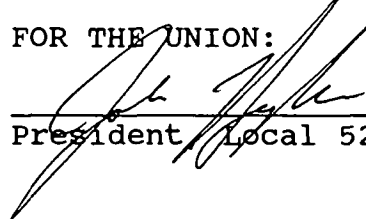
SIGNED at Vernon, B.C. this 14th day of July, 1993.

FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)**

RE: NOON HOUR AND BUS SUPERVISION

The following terms and conditions shall only apply to Noon Hour and Bus Supervisors.

1. The hourly rate shall be based on Pay Grade 3 of the Clerical Wage Schedule "A" for School District No. 22 (Vernon).
2. Nine percent (9%) payment of their hourly rate in lieu of vacation pay, statutory holidays, paid leave of absence.
3. The hours of employment shall be restricted to the noon hour period or after school at each school and noon hour/bus supervisors will not be required to work in excess of one (1) hour in either position except in the event of unforeseen or emergent circumstances that may require the noon hour supervisor to work in excess of one (1) hour. Prior approval of the Administrative Officer must be obtained.
4. The Board shall pay wages every second Friday. On each pay day each noon hour supervisor 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.
5. It is recognized that teachers may also provide noon hour supervision pursuant to the School Act. This Letter of Understanding is not applicable to these persons.
6. Noon Hour/Bus Supervisors shall not be paid overtime as a result of work performed by them as a noon hour supervisor.
7. Noon Hour/Bus Supervisors shall be classified as a regular employees.
8. The successful applicants to the position of Noon Hour/Bus Supervisor shall be placed on trial for a period of 65 working days.
9. Seniority for Noon Hour/Bus Supervisors is applied on a classification only basis. Seniority shall be accumulated in

hours and be effective from the date of employment and maintained as a separate list.

Employees shall be entitled to use their seniority for the following purposes:

- call to work within Noon Hour/Bus Supervision classification;
- location of shift preference within Noon Hour/Bus Supervision classification vacancies.

Seniority accumulated as a Noon Hour and/or Bus Supervisor shall not be considered in job postings for other job classifications within the bargaining unit.

Effective July 1, 1993, substitute and temporary Noon Hour/Bus Supervisors shall accumulate seniority and shall be entitled to special consideration by right of seniority.

When a Noon Hour/Bus Supervisor is the successful applicant to a regular position, his/her seniority as a Noon Hour/Bus Supervisor 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 of seniority.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April of each year.

10. Regular employees who are successful applicants for the position of Noon Hour/Bus Supervisor shall be subject to the terms and conditions as listed in this Letter of Understanding.

This Agreement and the terms herein are subject to review on June 30, 1995.

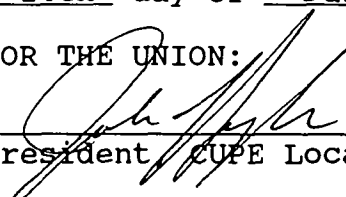
Signed at Vernon, B.C. this 14th day of July, 1993.

FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, CUPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)**

RE: OVERTIME FOR BUS DRIVERS

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

The parties hereby agree that Articles 16 and 17 and the Letter of Understanding relating to Article 17(c) shall operate in the following manner:

1. Article 17(c) and the Letter of Understanding relating thereto shall apply to regular routes (posted positions).
2. In the case of extra trips the following shall apply:
 - a) The Union agrees that straight time shall be payable for hours of driving up to eight (8) per day or forty (40) per week, including regular hours worked and including driving on Saturdays and Sundays where less than forty (40) hours per week is required.
 - b) The Employer agrees to make extra trip driving available to regular bus drivers according to procedures formulated by a committee consisting of Supervisor - Transportation Services, CUPE Shop Steward, Driver Leadhand, driver representatives from Vernon and Lumby/Cherryville areas. These procedures have been in effect since 1984. The types of extra trips are separated into various categories, e.g. short term, weekend, long term, and overnight, each having their own procedures.
 - c) Scheduling and assignment of "extra trips" shall be done considering seniority, regular route commitments, hours of work limitations (8 hours per day, 40 hours per week) and individual driver availability.

- d) Problems concerning work load and safety shall be resolved between the Supervisor - Transportation Services and the Union (Vernon Sub-Local).
- 3. For the purpose of this memorandum:
 - a) "Extra trips" shall mean bus trip assignments other than those regularly scheduled trips between home and school as outlined in the posted positions.
- 4. This Agreement shall be subject to review by June 30, 1995 unless mutually changed at another date.


SIGNED at Vernon, B.C. this 14th day of July, 1993.

FOR THE BOARD:

FOR THE UNION:



President, CPE Local 5223



Secretary-Treasurer

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE: 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:

- Time and one-half for hours worked between the employees' regularly assigned hours and eight (8) hours on a normal working day;
- 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.

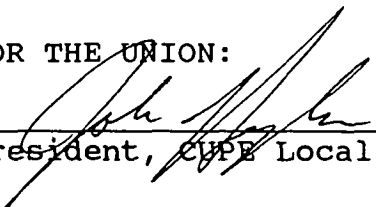
SIGNED at Vernon, British Columbia this 14th day of July , 1993.

FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, CUPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

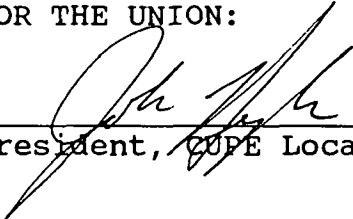
RE: PAY EQUITY

A Joint Committee to be formed by October 1, 1991 to study pay equity and to implement a mutually agreed upon Pay Equity Plan effective July 1, 1993.


SIGNED at Vernon, B.C. this 14th day of July , 1993.

FOR THE BOARD:

FOR THE UNION:



President, CUPE Local 523



Secretary-Treasurer

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)**

SEXUAL HARASSMENT IN THE WORKPLACE

- (a) CUPE and the Employer recognize the right of employees to work in an environment free from sexual harassment, and shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- (b) Sexual harassment shall be defined as any repeated unwelcome sexual comment, look, suggestion or physical contact that creates an uncomfortable working or learning environment for the recipient, made by a person who knows or ought to know it is unwelcome. Sexual harassment may include a single sexual advance made by a person in authority over the recipient or implies a threat; and may include a reprisal made after a sexual advance is rejected.
- (c)
 - (i) An employee who wishes to pursue a concern arising from an alleged sexual harassment may submit a complaint, in writing, within thirty (30) days of the latest alleged occurrence through the Union directly to the Secretary-Treasurer. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
 - (ii) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.
 - (iii) The Secretary-Treasurer's designate and a Union representative shall investigate the complaint and shall submit reports to the Secretary-Treasurer, in writing, within thirty (30) days of receipt of the complaint. The Secretary-Treasurer shall, within thirty (30) days of receipt of the reports, give

such orders as may be necessary to resolve the issue.

- (iv) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 13.
 - (v) Pending determination of the complaint, the Secretary-Treasurer may take interim measures to separate the employees concerned if deemed necessary.
- (d) Where either Party to the proceeding is not satisfied with the Secretary-Treasurer's response, the complaint will, within thirty (30) days, be put before a panel consisting of a Union Representative, an Employer representative, and a mutually agreed upon chairperson, and the majority decision will be final and binding. This panel shall have the right to:
- (d) (i) dismiss the complaint;
 - (ii) determine the appropriate level of discipline to be applied to the offender; and
 - (iii) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (e) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Secretary-Treasurer or the panel.

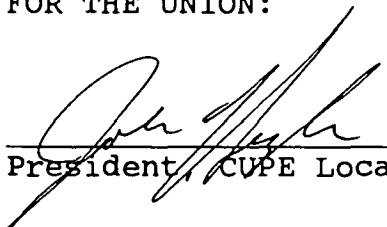
SIGNED at Vernon, B.C. this 14th day of July, 1993.

FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, CUPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE: STUDENT ACTIVITY POLICY

1. Bus driving activity shall be conducted by the parties in accordance with the obligations set out in the arbitration award of September, 1980.
2. The specific areas that the Union will provide relief are:

Elementary Schools

- inter-school extra trip activities in School District No. 22 (Vernon) at the elementary level.

Cherryville

- financial assistance for parents and teachers providing transportation.

All out-of-district travel, including elementary schools and all extra trips (athletic or otherwise) in junior and senior high schools shall be applied for by proper form to the Supervisor - Transportation Services with the Union receiving a copy prior to the trip.

Any specific consideration for relief shall be submitted on the form directed to the Supervisor - Transportation Services to be referred to the Union for consideration.

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

Number 2 above shall be reviewed by June 30, 1995.


Signed at Vernon, B.C. this 14th day of July, 1993.

FOR THE BOARD:

FOR THE UNION:



President, CUPE Local 523



Secretary-Treasurer

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 523, (OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)**

RE: TEMPORARY POSTINGS

The parties agree as follows:

1. In the event of a temporary vacancy in excess of 8 weeks, that vacancy (position #1) shall be posted in the normal manner.
 - a) If no regular employee applies for the temporary vacancy (position #1) then the job shall be available to qualified persons with layoff firstly then to qualified temporary employees with seniority.
 - b) If no employee in group (a) applies for the vacancy, management shall fill the position according to the Collective Agreement.
2. Should a regular employee 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 qualified persons on layoff firstly then to qualified temporary employees with seniority.
3. The practice with respect to the reassignment of staff to increased time and duties within the District resulting from temporary absences shall continue wherever possible.
4. At the end of the temporary posting the regular employees shall return to their former positions. There are no bumping rights at the end of temporary postings.
5. 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.

6. It is desirable that the existing employer practice with respect to leave of absence applications continue.

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

The Agreement and the terms herein are subject to review on June 30, 1995.


SIGNED at Vernon, B.C. this 14th day of July, 1993.

FOR THE BOARD:

FOR THE UNION:



President, CUBE Local 523



Secretary-Treasurer

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

RE: TRAINING (IN-SERVICE)

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

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

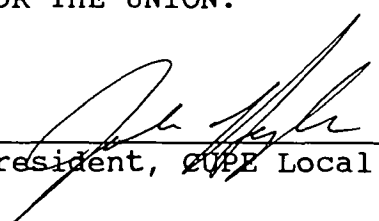
SIGNED at Vernon, British Columbia this 14th day of July, 1993.

FOR THE BOARD:

FOR THE UNION:



Secretary-Treasurer



President, CUPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)**

TEACHER ASSISTANTS/PERSONAL ATTENDANTS

1. Teacher Assistants and Personal Attendants are not eligible to post into new positions or vacancies within this classification created during the school year.
2. Teacher Assistants and Personal Attendants in ongoing positions that are reduced by greater than 20% or to less than a half time assignment during the school year may accept the changed assignment or exercise bumping as provided in Article 11.
3. New postings created after the first week of school will be filled on a temporary basis until the end of that school year. If these new postings are determined to be ongoing positions for the subsequent school year they will be posted and filled in the usual manner prior to the last Friday of June.
4. Teacher Assistants and Personal Attendants filling existing and ongoing positions will have their appointments reconfirmed prior to May 15 of each year. These incumbents are also eligible to post into new positions or vacancies posted annually.
5. Teacher Assistant and Personal Attendant positions that become available or vacant between the last Friday in June and a posting meeting held during the first week of school shall be filled as follows:
 - 5.1 Positions vacant will be filled on the basis of seniority providing necessary qualifications by those present at the meeting.
 - 5.2 Vacancies resulting shall be filled from those present at this same meeting or filled subsequently by temporary appointment.

6. No provision of this clause is intended to prevent teacher assistants or personal attendents from posting into other regular full or part time positions in other classifications at any time.
7. In the event that an employee disputes the temporary nature of position posted during the school year, that designation as temporary and the restriction noted in Subsection 1 above, will be subject to the grievance procedure as provided in Article 13.

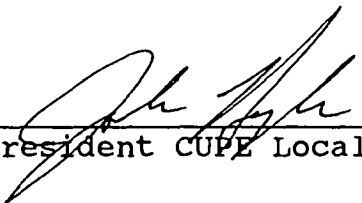
SIGNED at Vernon, B.C. this 14th day of July , 1993.

FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President CUPE Local 523

National Representative

LETTER OF UNDERSTANDING

BETWEEN

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

AND

CANADIAN UNION OF PUBLIC EMPLOYES, LOCAL 523
(OKANAGAN VALLEY SCHOOL EMPLOYEES UNION)

V.S.S. CAFETERIA APPRENTICESHIP PROGRAM

The parties agree that a V.S.S. Cafeteria Apprenticeship Program will be implemented subject to the following terms and conditions:

1. Selection as an apprentice under this program will be from a Grade 12 graduate. Selection will be done by the Principal.
2. The job duties will be similar to that of Teacher Assistant - Chef's Kitchen. (attached)
3. School District No. 22 (Vernon) will authorize leave without pay to the apprentice for the purpose of attending a full time course required under the first year of this apprenticeship program.
4. School District No. 22 (Vernon) is under no obligation to extend this apprenticeship past one year.
5. School District No. 22 (Vernon) may terminate this apprenticeship program at any time after the first year.
6. The starting rate of pay will be 50% of the Cafeteria Helper Rate pursuant to Wage Schedule "A" of the CUPE Collective Agreement.
7. All other terms and conditions of this program will be governed by the apprenticeship contract and the current Collective Agreement (except Article 10 Seniority, Article 11 Layoff, Bumping and Recall).
8. The terms and conditions of this Letter are for the 1993/94 school year only. The terms, if renewed, will be reviewed annually.

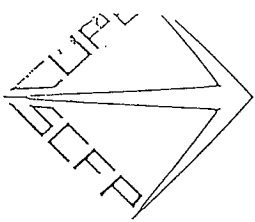
Signed at Vernon, B.C. this 14th day of July , 1993.

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, CUPE Local 523



OKANAGAN VALLEY SCHOOL EMPLOYEES UNION

LOCAL 523 CANADIAN UNION OF PUBLIC EMPLOYEES C.L.C.
P.O. Box 339, Vernon, B.C. V1T 6M3
Telephone: (604) 542-6774 Fax: (604) 542-6499

May 11, 1993

TO: All Employers with Collective Agreements with C.U.P.E. Local
523

Further to my letter of two weeks ago, there still appears to be some concern by some employers regarding the implementation of the \$6.00 per month minimum union dues deduction.

In discussions which have been held, a compromise appears to have been reached, and I hope that those Employers, who are having a difficult time with our request, will find this new formula to be of assistance.

It would seem that the people affected by our request are all ten (10) month employees. If you would deduct \$3.00 per pay period for the temporary, relief or others which fall into the itinerant category, please do so. On the months where there are three (3) pay periods, a calculation would be made to determine if a minimum of \$6.00 per month has been made. If it has not, then the difference will be deducted from the third pay period of that month. The current 1.5% deduction still remains for all others.

If you find the original request is more convenient (which some have), then please continue that route. If you wish to use this new method to calculate the dues deduction please inform the Union office as soon as possible.

I hope this method will end the stress and strain which has been caused for you payroll people.

Yours truly

John Kirk
President

cc: All Sub-locals
Dave Eastmead
Bill Holland