

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 2006 - JUNE 30, 2010

BETWEEN

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



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5523**
(Vernon School District Employees)



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COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 2006 - JUNE 30, 2010

BETWEEN:

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

**(hereinafter called the "Employer")
PARTY OF THE FIRST PART**

AND:

**THE VERNON SCHOOL DISTRICT EMPLOYEES,
LOCAL 5523 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 maintain and promote harmonious relations and settle 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;

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.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2: RECOGNITION AND NEGOTIATIONS

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

(b) **No Other Agreement**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement, without the consent of the Union.

ARTICLE 3: RIGHTS OF EMPLOYER

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: WORKPLACE ENVIRONMENT

(a) **No Discrimination**

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

(b) **Sexual Harassment in the Workplace**

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

Sexual harassment shall be defined as any 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.

- (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.

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

- (i) dismiss the complaint;
- (ii) determine the appropriate level of discipline to be applied to the offender; and
- (iii) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

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

(c) **Harassment**

The Employer and the Union recognize the benefit to be derived from a work environment free from personal harassment and are committed to fostering and promoting such an environment. The parties further agree to cooperate in attempting to resolve, in a confidential manner, complaints or disputes pertaining to this article.

Harassment, including sexual harassment, shall be considered discrimination.

Harassment does not include actions occasioned through exercising the Employer's managerial/supervisory rights and responsibilities.

Harassment is defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome by the recipient and which serves no legitimate work related purpose.

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

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

ARTICLE 5: UNION SECURITY

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

ARTICLE 6: CHECKOFF OF UNION DUES

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

ARTICLE 7: THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

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

New employees shall be presented with a copy of the Agreement by the Employer and with the name and address of their 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 \$1.50 (as per V. Ready Consent Order – May 8, 2006) 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.

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

(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.

Notwithstanding the above, for the purposes of call-ins to relief or temporary work, seniority will be recognized for these employees.

(d) Seniority During Absence

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

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

- (i) is discharged for proper cause and is not reinstated;
- (ii) resigns;
- (iii) is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;
- (iv) after a layoff fails to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed in writing of their current address;
- (v) is laid off and 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 consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain their seniority in the bargaining unit for one year only.

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

(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 their right to bump and shall contain a copy of the seniority list.

(d) Bumping

An employee whose position is subject to layoff or reduction of hours shall be entitled to bump a junior employee provided the employee is qualified to perform the duties of the position occupied by the junior employee. If 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 their previous position.

The employee shall exercise their bumping right by informing the Employer of choice(s) within seven (7) working days of receiving notice under (c) above. Where an employee declines to exercise their right to bump, the right shall be forfeited for that layoff or reduction.

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

Employees must occupy their bumped position before the position is considered to be theirs unless serious illness, injury or leave of absence prevents the employee from occupying that position. If the employee cannot assume their bumped position within 8 weeks the bumping rights of the employee will be deferred until such time the employee can return to work.

If the employee can assume their bumped position in 8 weeks or less the bumping process will continue with the incumbents assuming their bumped positions.

If the regular employee is in a temporary posted position at the time of bumping, the employee must assume the bumped position.

(e) Recall

- (i) Employees who are laid off or have exercised their right to bump 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.
- (vi) Should an employee be subject to multiple bumping, that employee shall have the preferred choice of position of recall provided the positions were occupied, subject to seniority.

(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 its share of the monthly premium of the medical, extended health, dental and group life plans up to two (2) months for regular employees who have been laid off.

(g) Continuation of Benefits

The Employer agrees to pay its share of the monthly premium of the medical, extended health, dental and group life plans up to two (2) months for regular employees who have been laid off.

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

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

ARTICLE 12: PROMOTIONS AND STAFF CHANGES

(a) Job Posting

When a vacancy occurs the Employer shall notify the Union in writing and post notice of the position in the Employer's office, shops and on all Union designated bulletin boards for a minimum of five (5) working days in order that all regular employees will know about the position and be able to make written application therefor. Such notice shall contain the following information: 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, they shall be returned to their former position without loss of seniority or hourly wage rate, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and hourly wage rate.

(c) Union Notification

The Union shall be notified in writing of all appointments, hirings, layoffs, resignations, rehiring and terminations of employment within 10 (ten) working days.

(d) Disabled Employees' Preference

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

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

(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 six (6) 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 work without obtaining permission of their supervisor, which permission shall be given within an hour.
- (f) Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Step 1: The aggrieved employee(s) shall submit the grievance to the Shop Steward. Grievance shall be initiated with all dispatch but at all times within sixty (60) days.

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

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

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

Step 5: Failing a satisfactory settlement being reached in Step 4, the Union may, within twenty (20) working days of the meeting in Step 4, refer the dispute to arbitration.

- (g) Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 of this Article may be bypassed.
- (h) Replies to written grievances shall be in writing at all stages.
- (i) Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- (j) The Employer shall supply the necessary facilities for the grievance meetings.
- (k) Where the Employer alleges that the Union is in violation of any provision of the Agreement, the Employer may file a grievance to the Secretary of the Union within thirty (30) days. The parties shall, if requested, meet to discuss the matter within ten (10) days. Failing satisfactory settlement being reached, the matter may be referred to arbitration in accordance with Article 14.

ARTICLE 14: ARBITRATION

(a) Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within five (5) days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.

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

(b) Sole Arbitrator

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

(c) Board Procedure

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

(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

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, they shall be given the reason in the presence of a Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.
- (ii) An employee considered by the Union to be wrongfully or improperly discharged or suspended shall be entitled to a hearing under Article 13, Grievance Procedure. Step 2 of the Grievance Procedure shall be omitted in such cases.

(iii) Should it be found upon investigation that an employee has been improperly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is proper and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

(c) Clearing of Records

Provided there have been no further 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 they have completed four (4) consecutive hours, they shall be paid for four (4) hours.

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

- (i) Bus drivers called in for one-half (1/2) of the regular school day run, or for an extra trip assignment of a minimum of two (2) hours per day.
- (ii) Noon hour/bus supervisors who work a minimum of one (1) hour per day.

Consecutive hours do not apply to:

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

(d) Break Periods

All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift.

ARTICLE 17: OVERTIME

(a) Overtime Rates on Weekdays

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

(b) Overtime Rates on Saturdays, Sundays and Holidays

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

(c) Bus Drivers

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

- (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 district and the local.

- (e) Minimum Call-Back Time

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

- (f) Overtime During Layoffs

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

ARTICLE 18: DIFFERENTIAL PAY

Graveyard Shift - fifty cents (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
Victoria Day	Christmas Day
Canada 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) Effective January 1, 2001 all temporary employees shall receive 4.6% 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, they shall be granted an additional day's vacation for such holiday in addition to regular vacation time.

(d) Sick during Vacations

When an employee who is on vacation becomes sick, requiring medical attention as attested to by a doctor's certificate, requires hospitalization, or experiences a bereavement as outlined under Article 22 (d), they shall be entitled to use either sick leave (for all days of hospitalization and/or confinement to home or the equivalent place of residence) or bereavement leave and have that proportion of vacation leave reinstated.

(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 as at June 30

- 6% of bi-weekly earnings.

After 1 year of seniority as at June 30

- 6% of bi-weekly earnings.

After 7 years of seniority as at June 30

- 8% of bi-weekly earnings.

After 15 years of seniority as at June 30

- 10% of bi-weekly earnings.

After 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 the vacation year before receiving vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, their estate shall be credited with the value of vacation credits owing.

ARTICLE 21: SHORT TERM DISABILITY PROGRAM

(a) Rate of Payment

Where a regular employee is unable to work due to illness, disability, quarantine or an accident for which compensation is not payable under the Workers' Compensation Act, effective January 1, 2001, they shall receive 100% pay for the first six (6) working days for ten (10) month employees and for the first 7 (seven) working days for twelve (12) month employees absences in any one year. After the sixth day (10 month employees) and seventh day (12 month employees) the employee shall receive 66 2/3% of their regular pay for a period not to exceed 180 calendar days from the first day of the last absence. Employees who use all or part of their six (6) (10 month employees), seven (7) (12 month employees) working days in a year shall have the entitlement reinstated in the following year.

(b) Use of Credits

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

(c) Year

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

(d) Proof of Illness

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

The Employer shall reimburse employees for the reasonable cost paid to the physician when the School District requires the employee provide a physician's note. (As per V. Ready Consent Order – May 8, 2006)

(e) Sick Leave During Absence

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

(f) Sick Leave Allowance Records

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

(g) (As per V. Ready Consent Order – May 8, 2006)
Subrogation

Where an employee is paid Short Term Disability Benefits by the Employer while absent from employment by reason of a disability other than one for which the employee would be entitled to receive Workers' Compensation pension and/or benefits, and the employee subsequently recovers by way of court action or settlement of an insurance claim, such wages or any part thereof, then the employee shall pay the amount so recovered after legal fees to the Employer, to a maximum of the amount paid by the Employer.

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) Employees 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) (d), (f), and (g).

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 their term of office. Seniority shall continue to accrue during such leave. On return to work an employee shall be placed in their former position if possible or a similar position.

The Employer shall grant leave without pay to the President, Vice-Presidents or Secretary-Treasurer of Local 5523 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 their supervisor or department head.

(f) Compassionate Leave

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

(g) Jury Duty

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

(h) Pregnancy/Parental Leave

Employees shall be granted pregnancy/parental 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 pregnancy/parental 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 the child. Such leave shall not exceed one (1) day and may be taken in two (2) half days.

(k) Leave Requests in Writing

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.

(l) Care of Immediate Family Member

An employee will receive one day with pay where nobody but the employee can provide for care of an immediate family member who is ill. An additional two days with pay may be granted for exceptional situations based on reasons satisfactory to the Employer.

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 their 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, they shall receive the rate for the job or their regular rate, whichever is the greater.

(d) Automobile Allowance

Employees shall not be required to supply a vehicle to perform their duties as a condition of employment. Where an employee is requested by the Employer to use a private automobile to carry out their duties, however, they 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 a 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 review and rating by the Job Evaluation Maintenance Committee in accordance with Letter of Understanding # 7.

ARTICLE 25: SUPPLEMENTATION OF COMPENSATION AWARD

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Worksafe BC as compensable within the meaning of the Act, shall receive from the Employer the net pay an employee would receive while at work. The

employee shall be required to deposit or have deposited by Worksafe BC their benefit payments with the Employer. This entitlement shall continue as long as the employee retains their status as an employee and shall not prejudice the Employer's review of that status.

ARTICLE 26: CHANGES THROUGH MECHANIZATION AND TECHNOLOGY

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

In the event that the Employer should introduce any technological methods or mechanization which require new or greater skills than are possessed by an employee under the present method of operation such employee shall, at the expense of the Employer, undergo a period of training, during which time the employee will have the opportunity of becoming fully qualified. Prior to entering into the training period, discussion shall take place between the parties to this Agreement in order to determine the manner and method of replacing the employee while undergoing training and the job to which the employee may return should they be unsuccessful in the 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 Occupational 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 pregnancy 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 ninety-five percent (95%) of the premiums for the Provincial Medical Services Plan 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.

(c) Extended Health Benefits

The Employer shall contribute ninety-five percent (95%) of the premiums for the recognized extended health plans including eyeglass option (\$125 every two years), hearing aid option (\$500 for each five year period) for all regular employees. The Extended Health Benefit shall provide for no lifetime limit on aggregate group extended health care benefits.

In the case of absence for illness, the Employer contribution will be paid for a maximum of one (1) year from commencement of illness.

(d) Group Life Insurance

Regular employees shall participate in a mutually agreeable Group Life Policy and Accidental Death and Dismemberment Policy with the Employer paying ninety-five percent (95%) 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.

(e) Retirement Benefits

- (i) Retirement shall be in accordance with the provisions of the Municipal Pension Plan.
- (ii) An employee turning 65 years old shall have the option of completing the school year instead of retiring.
- (iii) Upon retirement of an employee who is contributing to Municipal Pension Plan, he shall receive one (1) week's pay for every year 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) Upon retirement of an employee who is not contributing to Municipal Pension Plan, the employee shall be granted one and one-half (1 1/2) days' pay for every month of service with the Employer, provided that notice of such retirement is given to the Employer prior to January 1st in the year that retirement is to become effective. Failure to provide notice may result in delay of the payment until the following fiscal year.

- (v) 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.
- (vi) 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.
- (vii) Employees will be deemed to have retired if they resign after having attained age fifty-five (55). This shall be interpreted to mean that any such employee who is eligible shall receive the retirement benefits in Clause 30(e) at age 55, all other conditions being met.
- (viii) In the event of the death of an employee prior to retirement any benefit accrued under this provision shall be paid to those relatives of the employee, if any, who are directly dependent on the employee's salary for their livelihood.

(f) Dental Plan

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

(g) Continuing Benefits (as per V. Ready Consent Order – May 8, 2006)

The Employer will pay the costs of benefits (Extended health, dental, group life and MSP) for employees while on LTD and/or while on WCB including during any appeal period set out in either the LTD plan or the WCB appeal process, but not including any court action.

(h) 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.

- (i) 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.

(j) Worksafe Occupational First Aid (Attendant Requirements)

When Worksafe requires that an Occupational 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.

- (k) The Employer shall continue its share of benefit premiums for an employee on pregnancy/parental leave.

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 their job.

(f) **Clothing Allowance**

All non-clerical employees, upon becoming regular employees, shall be provided with an initial issue of two pairs of trousers and three shirts. Thereafter an issue will be made on February 1st of each year of one pair of trousers and three shirts, 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.

(g) **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".

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: TERM OF AGREEMENT

This Agreement, unless changed by mutual consent of both parties, hereto, shall remain in effect for four years commencing July 1, 2006 through the period ending June 30, 2010 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, 2010. 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 13th day of April 2007.

SIGNED FOR THE EMPLOYER:

SIGNED FOR THE UNION:



R. Hoffman
Secretary-Treasurer



M. Olsen
President, Local 5523

SCHOOL DISTRICT NO. 22 (VERNON)
CUPE LOCAL 5523 - WAGE SCHEDULE 'A'
Effective July 1, 2006

Job No.	Title	Points	2% July 1/06	2% July 1/07	2% July 1/08	2% July 1/09
	Noon Hour/Bus Supervisor	N/A	16.90	17.23	17.58	17.93
PG 1	257 - 297					
108B	Meals Coordinator Assistant	195	16.10	16.42	16.75	17.09
PG 2	298 - 336					
	Clerical - Casual	N/A	16.86	17.20	17.55	17.90
111	Library Assistant	308	16.86	17.20	17.55	17.90
254	TOC Dispatcher	319	16.86	17.20	17.55	17.90
PG 3	337 - 376					
227A	Payroll Support Clerk	337	17.65	18.00	18.36	18.73
108A	Meals Coordinator	351	17.65	18.00	18.36	18.73
339	Light Vehicle Op/Mail Van Driver	352	17.65	18.00	18.36	18.73
110	Cafeteria Assistant	355	17.65	18.00	18.36	18.73
309	Utility Grounds Crew	372	17.65	18.00	18.36	18.73
213A	District Receptionist	375	17.65	18.00	18.36	18.73
PG 4	377 - 416					
202A	School Secretary - SS Discovery	380	18.46	18.83	19.21	19.59
303	Custodian - Regular	380	18.46	18.83	19.21	19.59
202	School Secretary B - Office	380	18.46	18.83	19.21	19.59
309 A	Utility Grounds - Pesticide	394	18.46	18.83	19.21	19.59
247	District Secretary- First Nations	399	18.46	18.83	19.21	19.59
201	School Secretary A - Reception	400	18.46	18.83	19.21	19.59
221A	Clerk Typist/Inventory SET BC	407	18.46	18.83	19.21	19.59
346	Trades Helper	416	18.46	18.83	19.21	19.59
PG 5	417 - 456					
338A	Pickup-Delivery Driver	419	19.29	19.68	20.07	20.47
206	Secretary C - Computerized Admin	419	19.29	19.68	20.07	20.47
241	Comp Operator/Accounting Clerk	422	19.29	19.68	20.07	20.47
238A	Accounts Payable Clerk	422	19.29	19.68	20.07	20.47
109	Cafeteria Coordinator	431	19.29	19.68	20.07	20.47
346A	Trades Helper/Utility Grounds	436	19.29	19.68	20.07	20.47
250	District Website Supporter	424	19.29	19.68	20.07	20.47

Job No.	Title	Points	2% July 1/06	2% July 1/07	2% July 1/08	2% July 1/09
PG 6 457 - 496						
337	Heavy Equip Op/Grounds Utility	457	20.15	20.55	20.96	21.38
236	Purchasing Clerk	467	20.15	20.55	20.96	21.38
307A	Painter - no ticket	475	20.15	20.55	20.96	21.38
338B	Pickup-Delivery Driver/Utility Grounds	479	20.15	20.55	20.96	21.38
227	Payroll Clerk	480	20.15	20.55	20.96	21.38
305	Custodian I/C - w/o supervision	486	20.15	20.55	20.96	21.38
104	Certified Ed Asst. I	487	20.15	20.55	20.96	21.38
118A	Certified Ed. Asst – Work Experience	487	20.15	20.55	20.96	21.38
116A	Certified Ed. Asst - Basic Signing	488	20.15	20.55	20.96	21.38
269	District Secretary - Maintenance	492	20.15	20.55	20.96	21.38
251	District Secretary - Transportation	494	20.15	20.55	20.96	21.38
PG 7 497 - 536						
244A	District Secretary - Ed Programs	504	21.01	21.43	21.86	22.30
244B	District Secretary - Curriculum	504	21.01	21.43	21.86	22.30
301	Custodian I/C - w/supervision	520	21.01	21.43	21.86	22.30
341	Irrigation Worker - Maintenance	524	21.01	21.43	21.86	22.30
104A	Secretary/CEA - Crossroads	524	21.01	21.43	21.86	22.30
249	District Secretary - Teaching Pers.	524	21.01	21.43	21.86	22.30
273	Senior Purchasing Clerk	535	21.01	21.43	21.86	22.30
PG 8 537 - 576						
257	Tech Systems Support Clerk	549	21.91	22.35	22.80	23.25
249A	District Secretary - Support Personnel	549	21.91	22.35	22.80	23.25
116	Certified Ed. Asst. - Lang. Facilitator	553	21.91	22.35	22.80	23.25
104B	Certified Ed. Asst. II	567	21.91	22.35	22.80	23.25
310A	Utility Grounds - Leadhand	568	21.91	22.35	22.80	23.25
PG 9 577-616						
107	Child Care Worker	590	22.82	23.28	23.75	24.22
211	Secretary I/C - Elem. no supervision	597	22.82	23.28	23.75	24.22
248	District Sec - International Programs	601	22.82	23.28	23.75	24.22
327	Bus Driver	602	22.82	23.28	23.75	24.22
328	Bus Driver - Special Needs	602	22.82	23.28	23.75	24.22
226A	Payroll/Benefits Coordinator	602	22.82	23.28	23.75	24.22
210	Sec I/C - Elem. with supervision	614	22.82	23.28	23.75	24.22
210A	Sec I/C - Bilingual (Elementary)	614	22.82	23.28	23.75	24.22
PG 10 617 - 656						
407	Electronic Service Technician	632	23.76	24.24	24.72	25.22
208	Secretary I/C - Secondary	641	23.76	24.24	24.72	25.22
205	Secretary - Alternate Education	641	23.76	24.24	24.72	25.22
319A	Mechanic I - no ticket	647	23.76	24.24	24.72	25.22

Job No.	Title	Points	2% July 1/06	2% July 1/07	2% July 1/08	2% July 1/09
PG 11	657 - 696					
232	District Accounting Coordinator	674	24.72	25.21	25.71	26.23
327A	Bus Driver - Leadhand	688	24.72	25.21	25.71	26.23
406	Electronic Service Tech. - Leadhand	689	24.72	25.21	25.71	26.23
PG 12	697 - 736		25.70	26.21	26.74	27.27
PG 13	737 - 776		26.70	27.24	27.78	28.34

SCHOOL DISTRICT NO. 22 (VERNON)

CUPE LOCAL 5523 - WAGE SCHEDULE 'A' - TRADES

Effective July 1, 2006

Job No.	Title	Points	2% + 60 July 1/06	2% + 60 July 1/07	2% + 60 July 1/08	2% + 30 July 1/09
PG 7	497 - 536					
308	Trades - Painter	530	21.61	22.64	23.70	24.47
PG 8	537 - 576					
PG 9	577 - 616					
307	Trades - Painter Leadhand	598	23.42	24.49	25.58	26.39
312	Trades - Carpenter	615	23.42	24.49	25.58	26.39
PG 10	617 - 656					
324	Trades - Benchman - Millshop	655	24.36	25.45	26.56	27.39
PG 11	657 - 696					
319	Trades - Mechanic	675	25.32	26.42	27.55	28.40
316	Trades - Electrician	676	25.32	26.42	27.55	28.40
320	Trades - Plumb/Heat/Gas Fitter	676	25.32	26.42	27.55	28.40
344	Trades - Millwright	675	25.32	26.42	27.55	28.40
313	Trades - Carpenter - Leadhand	684	25.32	26.42	27.55	28.40
314	Trades - Welder	695	25.32	26.42	27.55	28.40
PG 12	697 - 736					
326	Trades - Carpenter/ Benchman	714	26.30	27.42	28.57	29.44
325	Trades - Benchman- Millshop LH	724	26.30	27.42	28.57	29.44
PG 13	737 - 776					
317	Trades - Electrician Leadhand	745	27.30	28.45	29.62	30.51
321	Trades - Pl, Ht, Gas Leadhand	764	27.30	28.45	29.62	30.51

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

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

LEADHAND

The Leadhand must be designated by the Supervisor or their Assistant. However, an employee shall not be considered as responsible for persons working with them unless they are designated as the Leadhand.

CASUAL CLERICAL RATE

A casual clerical employee who replaces a regular employee will be paid at Paygrade 2.

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.

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

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 thirteen (13) hours.

LETTER OF UNDERSTANDING

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

AND:

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

1. 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, their 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.

FOR THE BOARD:



Secretary-Treasurer

FOR THE UNION:



President, CUPE Local 5523

LETTER OF UNDERSTANDING

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


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

2. 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 full-time courses required under the apprenticeship program.
4. School District No. 22 (Vernon) is under no obligation to provide the graduate apprentice a job as a journeyman.
5. The starting rate of pay will be 25 cents less than the prevailing Helper and Groundsman rate and will rise to the journeyman rate in accordance with the apprenticeship contract's sliding scale.
6. All other terms and conditions to this program will be governed by the apprenticeship contract and the current Collective Agreement.

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

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

3. 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.

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

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

4. Vince Ready 2004 Award

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

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

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

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

5. CERTIFIED EDUCATION ASSISTANTS (CEA)

1. CEAs with primary responsibilities in the following categories or programs are not eligible for postings between the second week in September and the last Friday in June:

Resource Rooms
Physically Dependent/Deaf Blind
Low incident needs students

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

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

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

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

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

2. CEA 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:
 - 2.1 Positions vacant will be filled on the basis of seniority providing necessary qualifications by those present at the meeting.
 - 2.2 Vacancies resulting shall be filled from those present at this same meeting or filled subsequently by temporary appointment.

3. New postings created after the first week of school 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.

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

4. Staff changes that become necessary during the school year will be dealt with through transfers initiated by the Board in the following manner:

- 4.1 When a work location identifies a CUPE employee as not required at that location the employee will be so informed.

- 4.2 Prior to initiating a reassignment, the Board will provide the employee with an opportunity to indicate preferences to be considered for any available positions within the same classification for which that employee is qualified.

- 4.3 If there are no available positions within the same classification or at the same or greater number of hours, the Board may reassign the employee to another work location at the same classification and at the same or greater number of hours or to the casual list.

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

- 4.4 A Joint Committee will be struck to assess the validity of the employee's concerns and to discuss further options.

- 4.5 Should the Joint Committee not agree, the disagreement shall be referred to Article 13 Grievance Procedure, Step 4.

- 4.6 Failing resolution of Article 13, the matter will be referred to Article (14h) Expedited Arbitration.


5. Temporary vacancies where the term of the vacancy is uncertain (... or upon return postings). Should the incumbent return to work during the school year, the Board will place the temporary CEA in a position guaranteeing the same number of hours per week as their regular posted CEA position. This guarantee will be to a maximum of 3420 hours for the school year. When the maximum of 3420 hours is reached, the CEA will be placed on the casual list. Subsequent vacancies will not be posted until displaced CEAs have been assigned.

6. No provision of this clause is intended to prevent CEAs from posting into other full or part time positions in other classifications at any time.

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

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

FOR THE BOARD


Secretary-Treasurer

FOR THE UNION


President, Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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


AND:

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

6. DEFERRED SALARY LEAVE PLAN – NON TEACHING STAFF
(Board Policy 7.4.0)

The parties agree that the Board Policy and Procedure 7.4.0 - Deferred Salary Leave Plan for Non-Teaching Staff be changed to permit a 6 month leave of absence, subject to Revenue Canada approval.

FOR THE BOARD


Secretary-Treasurer

FOR THE UNION


President, Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

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

7. JOB EVALUATION MAINTENANCE PROCEDURES

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

1. Job Evaluation Committee

1.1 The parties shall each appoint four (4) members to the Job Evaluation Committee.

1.2 The terms of reference of the Committee shall be as set out in this Letter of Understanding.

1.3 The Committee shall meet as required to carry out its tasks. Evaluations of positions under section 2 Evaluations and section 3 Appeal Procedures shall be completed within one month of submission under sections 2.1.2, 2.2.1 or 3.1.1. as the case may be.

2. Evaluations

2.1 Creating of a new position

2.1.1 It is the responsibility of the Employer to prepare a job description whenever a new job is created.

2.1.2 The job description shall be referred to the Committee which will determine the appropriate rating and advise the Employer.

2.1.3 The Employer shall provide the incumbent of the new position with a copy of the job description and rating upon appointment.

2.1.4 If the Committee is unable to establish a rating for a newly created job prior to posting of the position, the Employer may proceed with implementation using an interim rating.

- 2.1.5 After six (6) months from the appointment of an incumbent to the position, the incumbent(s) and the supervisor shall complete a Job Evaluation Questionnaire, which shall be submitted to the Committee.

2.2 Changes to existing positions

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

- 2.2.1 The Employer shall complete a Request for Review Form, forwarding copies to the Committee 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.
- 2.2.2 The Committee shall review and confirm or revise the evaluation ensuring the adequacy of the job description and/or application of the evaluation manual.
- 2.2.3 Copies of the Advice of Decision form shall be forwarded to the Employer who shall discuss the result with the employee.
- 2.2.4 If either the employee, the Union or the Employer does not agree, the decision may be challenged through the appeal procedures as outlined.
- 2.2.5 When a job description and evaluation is changed by the foregoing process, it shall be implemented retroactively to the date when the Request for Review form as completed.
- 2.2.6 Any employee affected by downward adjustment shall be red-circled as of the date in 2.2.5 above.

3. Appeal Procedures

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

Steps in the Appeal Procedure are as follows:

- 3.1.1 When there is a concern that the job description is inadequate or the rating is incorrect, it shall be referred to the 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.

- 3.1.2 If the Committee agrees to a change in the evaluation, it shall be revised and implemented accordingly.
- 3.1.3 If the Committee does not agree that a discrepancy exists, the Committee will so advise the parties.
- 3.1.4 If the parties involved do not accept the Committee ' s decision, they may pursue the matter through the arbitration process.
- 3.1.5 When a job evaluation is changed by the foregoing process, it shall be implemented retroactively to the date as in 2.2.5.

4. Arbitration Procedures

- 4.1 When agreement cannot be reached in the Committee on matters involving the accuracy of job descriptions and evaluation and/or the interpretation and application of the job evaluation rating manual, the matter shall be referred to a mutually agreed upon mediator.
- 4.2 Where mediation is unsuccessful, the matter may be referred to arbitration.
- 4.3 The selection and subsequent appointment of an arbitrator shall be by mutual agreement between the Union and Employer. Should there not be agreement, Article 14 shall apply.

5. General Maintenance Procedures

The Committee shall:

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

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

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

8. JOB SECURITY

For the purposes of the Public Sector Accord section dealing with no layoff after September 30th each year for regular employees: "The Accord Employment Security Issues contemplates that government will commit that the funding allocation formula used in preliminary funding in the Spring will be the same formula used in preliminary funding allocations in the Fall and School Districts will then commit that regular support staff employees in positions as at September 30 of each school year will not be declared surplus or laid off after that date for the remainder of the school year".

A regular or probationary employee, in a regular position on September 30 in any school year shall not be laid off during that school year.

FOR THE BOARD


Secretary-Treasurer

FOR THE UNION


President, Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

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

9. CAPITAL PROJECTS
KELLEHER LETTER OF UNDERSTANDING

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

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, CUPE Local 5523

THIS LETTER OF UNDERSTANDING IS REFERRED TO AS: THE KELLEHER LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 22 (VERNON)
(the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 523
(the "Union")

LETTER OF UNDERSTANDING

1. This Agreement addresses disputes in the Maintenance and Custodial Department including Capital Projects which may arise pursuant to Article 33 of the Collective Agreement.
2. The Employer agrees that Article 33 protects work presently performed or hereafter assigned to the bargaining unit.
3. Such work will not be contracted out without consulting and reaching agreement with the Union. The Union will not withhold agreement unreasonably.
4. The parties recognize that if an emergency arises, the Employer may need to engage a contractor without being able to consult and reach agreement with the Union.
5. If a regular maintenance employee is funded under their Operating Budget and is laid off and on the recall list, the Employer will give preference to recalling that employee over engaging a contractor, providing the employee is capable of and qualified to performing the work protected by Section 2 of this Agreement.
6. Custodians will be engaged to open or secure schools and/or provide janitorial services for functions outside school hours whenever the Employer considers it reasonably necessary.
7. The Employer and the Union agree to the creation of the Joint Article 33 Committee. Each party shall appoint two persons to the Committee (any two of the three Union table officers). CUPE Staff Representatives and the Secretary-Treasurer may attend as well. Employees will attend without loss of pay.
8. The mandate of the Committee is to discuss and reach agreement on any issue of whether contracting out under Article 33 is to proceed, any issue under Section 6 of this agreement over whether custodians' services were reasonably necessary and any dispute over whether an emergency arose within the meaning of Section 4 of this Agreement.

9. The Committee will meet once each month and wherever any party feels it is necessary in addition to that.
10. Any matter that is not resolved by the Committee may be referred by either party to Marguerite Jackson of Enderby, B.C., for an expedited ruling. If Marguerite Jackson is unavailable, the parties will call Colin Taylor, Q.C. of Kelowna.
11. This resolves grievances put before Stephen Kelleher, apart from Lynn Frerichs.
12. Without admission of liability, the Employer will contribute \$800, split between Salvation Army Food Bank, Hospice House and Santa's Toy Club.
13. Stephen Kelleher retains jurisdiction to deal with disputes arising from the implementation of this Agreement.

Dated at Vernon, B.C. this 24th day of November, 1999

Original signed by: D. Greenan

Original signed by: John Hegler

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

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

**10. MAINTENANCE SERVICES
TEMPORARY TRADES WORKERS & ADDENDUM**

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

1. Any temporary maintenance employee having completed one (1) year of continuous service shall be then appointed as a regular employee.
2. Effective the date of regular appointment these employees shall be entitled to all the terms and conditions of the collective agreement, including the right to bid for any vacancies in the bargaining unit and for such purposes their seniority shall be applicable.
3. Article 11 - Layoff, Bumping and Recall shall not apply to these employees. Such employees shall be laid off in reverse order of their seniority within the Maintenance Department only, subject to job requirements, and shall not have the right to bump employees in other parts of the bargaining unit.
4. Effective October 1, 2000 the following employees shall have full rights under the collective agreement as stated above:

Clem Pearson
Greg Held
Ray Champigny
Dave Schiman
Dale Brodoway
Sam Nickiforek
Mark Sundby
Nick Veness
Gordon Kadach


Addendum:

This Letter of Understanding is an addendum to the Temporary Maintenance Employees Letter of Understanding dated 15th day of September 2000.

This will confirm our agreement that the Provincial Accord does not apply to those employees with respect to the September 30th lay-off.

All other aspects of the Letter of Understanding remain unchanged.

FOR THE BOARD


Secretary-Treasurer

FOR THE UNION


President, CUPE Local 5523

LETTER OF UNDERSTANDING

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

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

11. NOON HOUR AND BUS SUPERVISION

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

1. Nine percent (9%) payment of their hourly rate in lieu of vacation pay, statutory holidays, paid leave of absence.
2. The hours of employment shall be restricted to the noon hour period or after school at each school and 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.
3. The Board shall pay wages every second Friday. On each pay day each noon hour supervisor shall be provided with an itemized statement of their wages and deductions. Payment shall be made by way of deposit to the employee's bank.
4. It is recognized that teachers may also provide noon hour supervision pursuant to the School Act. This Letter of Understanding is not applicable to these persons.
5. Noon Hour/Bus Supervisors shall not be paid overtime as a result of work performed by them as a noon hour supervisor.
6. Noon Hour/Bus Supervisors shall be classified as a regular employee.
7. The successful applicants to the position of Noon Hour/Bus Supervisor shall be placed on trial for a period of 65 working days.
8. 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, their 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.

9. For posting purposes only, a notional seniority date will be created for Noon Hour and Bus supervisors based on hours worked for each posting. This seniority date will be utilized when competing for postings within this classification only at the time.
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.

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

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

12. 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).

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, CUPE Local 5523

LETTER OF UNDERSTANDING

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

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

13. ARTICLE 17 – OVERTIME POLICY

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 15 of the employee's regular assigned working days.
4. Banked overtime credits not cleared by **December 31st** 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 posted position within the District.

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, CUPE Local 5523

LETTER OF UNDERSTANDING

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

AND:

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

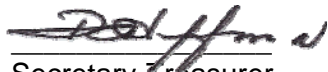
14. TEMPORARY POSTINGS

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. In the event the vacancy is more than 1/2 time and is for a period of 10 or 12 months, posting will continue in the normal manner.
3. The practice with respect to the reassignment of staff to increased time and duties within the District resulting from temporary absences shall continue wherever possible.
4. At the end of the temporary posting the regular employees shall return to their former positions. There are no bumping rights at the end of temporary postings.
5. 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.

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

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

15. 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.

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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

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

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

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

IN-DISTRICT STUDENT TRAVEL - ELEMENTARY

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

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

IN-DISTRICT STUDENT TRAVEL:

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

OUT OF DISTRICT STUDENT TRAVEL:

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

TD 5 FORMS:

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

Teacher/Team Coach/Parent Driven:

- TD5 form
- minimum notice of 5 school days

- teacher/team coach/parent driven private vehicles.

Charter:

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

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

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

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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

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

17. TRANSPORTATION SERVICES

Article 11(d) BUMPING - TRANSPORTATION DEPT. EMPLOYEES

Layoff from position or Reduction in hours

Given the unique situation in which transportation department employees hold one or more regular posted positions resulting in full time, the parties agree to the following process in the event of layoff resulting from either the termination of a position or a reduction in hours.

1. When a transportation department employee holds one or more regular postings totalling 40 hours per week they will be considered as full time employees who may bump any employee within the department.
2. When a transportation department employee holds one or more regular postings totalling less than 40 hours per week they will be considered as part-time employees who may bump only part-time employees within the department.
3. Retention of Duties Option:
 - 3.1 In situations where a portion of a full-time transportation department employee's daily hours are terminated or reduced, the remainder of the daily duties may be retained. Example - When an employee holds two postings and one is terminated or reduced the other posting may be retained.

The bumping procedure in this example would deal with only the one posting that was terminated or reduced and would result in the employee bumping a position, within the transportation department only, that when combined with the retained posting would not exceed 40 hours per week.

- 3.2 In situations where a portion of a part-time transportation department employee's daily hours are terminated or reduced, the remainder of the daily duties may be retained. Example: When an employee holds two or more postings and one is terminated or reduced, the other posting may be retained.

The bumping procedure in this example would deal with only the one posting that was terminated or reduced and would result in the employee bumping a position, within the

transportation department, that when combined with the retained postings would total less than 40 hours per week.

4. This letter does not preclude any transportation department employee from exercising their bumping rights to bump into other classifications within the bargaining unit subject to the normal provisions of Article 11. In situations where a transportation department employee decides to bump into other classifications they may not retain a partial posting within the transportation department.

FOR THE BOARD


Secretary-Treasurer

FOR THE UNION


President, CUPE Local 5523

LETTER OF UNDERSTANDING

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

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

18. TRANSPORTATION SERVICES
BUS DRIVERS - ASSIGNMENT PROCESS

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

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

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

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

3.1 Exemptions

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

- overnight trips
- weekend trips
- projects of a five day duration or over
- regular driver absence of five days or over

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

- mail van
- wheelchair bus
- special needs

3.2 Guidelines to determine eligibility:

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

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

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

3.3 Process:

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

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

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

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

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

3.4 Eligibility

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

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

3.5 Availability

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

3.6 Spare Drivers

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

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

- Illness
- personal leave of absence
- additional work assignments

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

4. Scheduling and assignment of "extra trips" shall be done considering seniority, regular route commitments, hours of work limitations (13 hours per day, 40 hours per week) and individual driver availability.
5. Problems concerning work load and safety shall be resolved between the Supervisor - Transportation Services and the Union.
6. For the purpose of this memorandum:
 - a) "Extra trips" shall mean bus trip assignments other than those regularly scheduled trips between home and school as outlined in the posted positions.

FOR THE BOARD


Secretary-Treasurer

FOR THE UNION


President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

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

19. WORK EXPERIENCE PLACEMENT PARTNERSHIP AGREEMENT

FOR:

(Work site(s))

BETWEEN:

(Participating Union)

AND

(Participating Employer)

AND

(School District)

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

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

TERMS OF REFERENCE

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

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

EMPLOYMENT ISSUES

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

SAFETY ISSUES

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

SUPERVISION ISSUES

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

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

NOTIFICATION OF INTENT TO PLACE A STUDENT

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

EXCEPTIONS

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

(Signature of the Union's Representative)

(Signature of Employer's Representative)

(Signature of the School Board's Representative)

SIGNED THE _____
(Date)

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

FOR THE BOARD:


Secretary-Treasurer

FOR THE UNION:


President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

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

20. EMPLOYEE STATUTORY HOLIDAY ENTITLEMENT

Article 19 of the Collective Agreement does not make reference to stat entitlements for regular employees working a ten-month schedule. This letter clarifies their entitlement to stat holiday pay.

In addition to a floating holiday, there are eleven paid stats for regular employees according to Article 19:

Labour Day **
Good Friday *
Thanksgiving Day ***
Easter Monday *
Canada Day ***
Christmas Day *
New Years Day *
Victoria Day ***
Boxing Day *
British Columbia Day ***
Remembrance Day ***

* All regular employees (10 and 12 month) shall receive these stat holidays unless they were on an unpaid leave of absence for more than 15 of the previous 30 working days.

** All regular employees (10 and 12 month) shall receive the Labour Day stat holiday so long as they work during the week prior to the stat.

*** All regular employees (10 and 12 month) shall receive these stat holidays so long as they work in their regular position, or a temporary position, for at least fifteen of the previous 30 days.

A regular employee on layoff who does temporary work shall be paid 4.6% under article 19 (c) unless they post into a temporary position in which case they are paid the stats as if they held a regular position.

Temporary employees shall receive 4.6% in lieu of stats for all hours worked as per article 19 (c).

FOR THE BOARD



Secretary-Treasurer

FOR THE UNION



President, CUPE Local 5523

LETTER OF UNDERSTANDING

BETWEEN:

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

AND:

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

21. IN-SERVICE FUND

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

1. An In-Service Fund consisting of \$75,000, to be provided by School District 22 as of July 1, of each year. The fund shall be maintained and accounted for by School District 22.
 - a) \$40,000 shall be utilized for union directed union training and collective agreement administration. The remaining amount of \$35,000 will be utilized for work-related training and skills development which enhance the skills and abilities of Union members and provide a higher quality of service to School District 22.
 - i. A joint committee comprised of three CUPE members appointed by Local 5523 and three District representatives appointed by the Secretary-Treasurer shall be given the task of developing the terms and conditions of how this fund is to be used and for what purpose. All voting of the committee shall be by majority.
 - ii. The fund will be used to cover all costs of training including wages, wage loss, benefit costs, tuition and/or course materials and all legitimate costs as determined by the committee.
 - iii. Money not used between July 1 and June 30 of the following year shall remain in the fund and shall be available for use in the following year or years.
 - iv. The cost of replacements for employees granted any leave to take training or development programs authorized by the committee shall be paid from the fund.

FOR THE BOARD


Secretary-Treasurer

FOR THE UNION


President, CUPE Local 5523

THIS IS THE MINISTER OF FINANCE (Paul Ramsey) LETTER TO IRENE HOLDEN/VINCE READY dated June 6, 2000
Ministry of Finance & Corporate Relations Ref. No. 116240

Dear Irene Holden and Vince Ready:

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

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

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

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

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

each January 1, thereafter, to the Joint Benefits Trust fund mentioned in the IIC #2 Report and the Accords.

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

Sincerely,

Original signed by Paul Ramsey

Ministry of Finance and
Corporate Relations

