

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 1997 - JUNE 30, 2003

Between:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

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

And:

THE CENTRAL OKANAGAN SCHOOL EMPLOYEES' UNION
LOCAL 3523
OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED
WITH THE CANADIAN LABOUR CONGRESS

(hereinafter called the "Union")
PARTY OF THE SECOND PART

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ARTICLE 1: PREAMBLE

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

- to promote harmonious relations and settled conditions of employment between the Employer and the Union;
- 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.;
- to encourage efficiency in operation;
- to promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2: RECOGNITION AND NEGOTIATIONS

- (a) The Employer or anyone authorized to act on its behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union or anyone authorized to act on behalf of the Union, in any and all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.
- (b) No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or 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: NO DISCRIMINATION

(a) The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay off, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of membership or activity 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

Complaints of discrimination and sexual harassment shall be dealt with under Policy 3290 Discrimination Toward and By Employees.

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 any bi-weekly dues or assessments levied, in accordance with the Union By-Laws and owing to the Union. Deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the 10th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.

ARTICLE 7: NEW EMPLOYEE INFORMATION

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.

On commencement of employment new employees shall be presented with a copy of the Agreement by the Employer and with the name and address of the Shop Steward.

ARTICLE 8: NEGOTIATIONS

(a) Negotiations Committee

The parties shall appoint a Negotiations Committee consisting of four (4) appointees of the Employer and four (4) appointees of the Union.

ARTICLE 8: NEGOTIATIONS (cont'd)

(b) Function of the Negotiations Committee

The function of the Negotiations Committee shall be to negotiate this Collective Agreement and any revisions or amendments thereto during the life of this Collective Agreement and for its renewal.

(c) 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.

(d) 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.

(e) The cost of printing the Collective Agreement in booklet form shall be shared equally between the parties.

ARTICLE 9: LABOUR MANAGEMENT CONSULTATION

(a) Consultation Committee

The parties shall appoint a Joint Consultation Committee composed of managers and supervisors appointed by the Employer and the officers and shop stewards of the Union.

(b) Meeting of the Consultation Committee

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

(c) Purpose of the Consultation Committee

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

ARTICLE 9: LABOUR MANAGEMENT CONSULTATION (cont'd)

(d) Time Off for Meetings

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

ARTICLE 10: JOINT OCCUPATIONAL HEALTH & 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 appointed by the Union, the Employer representatives shall be appointed by the Employer.
- (b) The committee will function in accordance with the Industrial Health and Safety Regulations and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committee shall be recorded in a mutually agreed form and shall be sent to the Union and the Employer.
- (c) Employees who are representatives on 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 11: SUBCONTRACTING

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,

ARTICLE 11: SUBCONTRACTING (cont'd)

- (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 12: MECHANIZATION AND TECHNOLOGICAL CHANGE

No regular employee shall be dismissed because of mechanization, or technological 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 of this Agreement in order to determine the manner and method of replacing the employee during training and the job to which the employee may return if unsuccessful in completing the training.

ARTICLE 13: 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 14: 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 15(b). This includes full and part-time employees.

(b) Temporary Employees

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

ARTICLE 14: DEFINITION OF EMPLOYEES (cont'd)

- (c) The following groups of employees shall receive seventy-five (75) cents per hour in lieu of short term disability (Article 28), paid leaves of absence (Article 33), benefits (Article 32) and clothing allowance (Article 36(g)):
 - (i) regular employees on layoff who are called for temporary work under Article 16(f), on expiration of the two-month period under Article 16(g);
 - (ii) temporary employees with seniority;

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.

- (d) On expiration of the two-month period under Article 16(g), a regular employee on layoff may opt at the time of initial layoff to continue on the regular benefit plans provided the plan permits. In such case the employee shall be responsible for payment in advance of both shares of the premium costs for two (2) months at a time.

ARTICLE 15: SENIORITY

- (a) Definition

Seniority is length of service with the Employer and, except as provided for in Articles 15(b) and 15(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 sixty-five (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.

ARTICLE 15: SENIORITY (cont'd)

On completion of probation in the established position, 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 retroactively adding the number of working days equal to those actually worked by the employee to the date of commencing work as a regular employee. A statutory holiday shall be considered a day of work.

(c) Temporary Employees' Attainment of Seniority

Temporary employees shall be placed on the seniority list when they have completed 120 days, including paid statutory holidays, in the preceding twelve (12) months. The date of commencing work for seniority purposes shall be twenty-four (24) weeks prior to the day immediately following the 120th day.

Where a temporary employee who has been placed on the seniority list is appointed to an established position, the probation period shall be waived and the employee shall be deemed to be a regular employee. Such employees shall serve the trial period required by Article 17(c). In the event the employee is unsuccessful in the trial period, the employee shall revert to temporary status.

(d) Seniority During Absence

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

An employee shall lose seniority in the event that 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) fails to return to work after a layoff 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 a current address;
- (v) is laid off and not re-employed within twelve (12) months after layoff.

ARTICLE 15: SENIORITY (cont'd)

(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 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 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 16: 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 position(s) is/are to be terminated or reduced in hours. Where positions are interchangeable and not tied to geographic location, the position(s) occupied by the most junior employee(s) 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.

ARTICLE 16: LAYOFF, BUMPING AND RECALL (cont'd)

- (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 the right to bump and shall contain a copy of the seniority list with the job titles, locations and work assignments of all employees with less seniority than the employee.

(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. The laid off employee, whether part-time or full-time, may bump either a part-time or full-time employee. Where a temporary position occupied by a regular employee is terminated, the employee shall revert to the employee's previous position.

The employee shall exercise the right to bump by informing the Employer of choice(s) within five (5) working days of receiving notice under (c) above. Where an employee declines to exercise the right to bump, the right shall be forfeited for that layoff or reduction.

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

(e) Recall

- (i) Employees who are laid off or bumped shall be recalled in writing 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.
- (iii) Where hours are increased to their former level or higher and the previous incumbent exercised the right to bump, that employee shall have the right to recall. Where the former incumbent declines recall, the present incumbent will be maintained in the position with increased hours.

ARTICLE 16: LAYOFF, BUMPING AND RECALL (cont'd)

- (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 17. Vacant positions which were not affected by layoff or bumping shall be posted in the normal manner.
- (v) Subject to Article 15(d)(v), recall rights shall be maintained by an employee for a period of two (2) years.

(f) Temporary Work

Employees with seniority who are laid off shall inform the Employer in writing, on the form provided, of the nature and location of temporary work to which they wish to be called. The Union shall be provided with a copy of the form.

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 with seniority 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.

(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 shall be determined by the parties in accordance with past practice.

- (i) Upon being laid off an employee shall have thirty (30) days in which to opt for recall rights under Article 16(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 16(d).

ARTICLE 17: 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 therefore. Such notice shall contain information outlining nature of position, required knowledge and education, ability and skills, shift, wage, job evaluation number and location(s) of work.

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.

Where a position, initially posted as part-time, is increased to full-time it shall be posted as a vacancy and the incumbent shall be given notice of layoff in accordance with Article 16. Adjustments in hours of part-time positions to other than full-time shall be assigned to the incumbent. If the incumbent of a position accepts a reduction from full-time to part-time and does not exercise bumping rights under Article 16(d) a return to full-time hours shall be assigned to the incumbent. If the incumbent accepts a reduced rate of pay for the position without exercising bumping rights, a return to the former rate of pay for the position shall be assigned to the incumbent.

(b) Temporary Vacancies

- (i) In the event of a temporary vacancy in excess of eight (8) weeks that the Employer wishes to fill or in the event of the Employer establishing a position of a temporary nature that will exist for more than eight (8) weeks, that vacancy (position #1) will be posted in the normal manner.
- (ii) Should a regular employee be the successful applicant for position #1, that employee's job (position #2) shall be posted temporarily. Should a regular employee be the successful applicant for position #2, that employee's job (position #3) shall not be posted. Position #3 shall be available to employees with the required qualifications, fitness and ability on layoff first, then temporary employees with seniority.
- (iii) If the posted temporary position again becomes vacant within 30 days of the successful applicant commencing work, the next most senior person with the required qualifications, fitness and ability who had originally bid on the temporary position will be awarded the vacancy. In the event there is no other applicant with the required qualifications, fitness and ability who had originally bid on the position then the Employer may fill without posting.

ARTICLE 17: PROMOTIONS AND STAFF CHANGES (cont'd)

- (iv) At the end of the temporary position, the regular employees shall return to their former positions. There are no bumping rights at the end of temporary postings, unless the former position has been eliminated or reduced in hours.
- (v) Regular employees in temporary positions will be required to complete their temporary positions before being eligible for an appointment to a subsequent temporary position. All employees may apply for a permanent position at any time.

(c) Method of Making Appointment

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant having the greatest seniority, and having the required qualifications, fitness and ability.

The successful applicant shall be placed on trial for a period of sixty (60) of the employee's working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, the employee shall not return to the previous position, but shall bump the most junior person having the same number of shift hours per week in what was the applicant's previous classification.

Where the successful applicant vacates the position within 15 working days of the closing of the posting, the position shall not be reposted but shall be filled by the next senior applicant having the required qualifications, fitness and ability. If there is no other applicant with seniority, the Employer shall post the position.

(d) Union Notification

The Union shall be notified in writing within a reasonable time of each appointment, hiring, layoff, rehiring, resignation and termination of employment.

The Employer will provide the Union with a semi-annual list of employees showing their employee numbers, addresses, phone numbers, worksites and position titles.

(e) Disabled Employees' Preference

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

ARTICLE 17: PROMOTIONS AND STAFF CHANGES (cont'd)

(f) Promotions Requiring Higher Qualifications

In cases of promotion requiring higher qualifications or certification, the Employer shall give consideration to employees who do not possess the required qualifications, but are preparing for qualification prior to filling of a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time and to revert to their former positions if the required qualifications are not met within such time. For the purpose of this clause "former position" means the last regular or temporary position to which the employee posted.

(g) Transfers

By mutual agreement between the Employer and the Union, an employee may be transferred:

- (i) from one position to another in the same classification within the school district 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) temporarily for training in an appropriate school.
- (h) No job postings shall occur during the months of July and August. The Union agrees that the Employer may fill any vacancies during this period on a temporary basis, subject to posting in September.

Notwithstanding the above, by agreement with the Union, vacancies in July and August may be posted for ten (10) days commencing July 15 or August 15. Absent employees shall be notified by mail of the vacancy. Telephone applications will be acceptable. Employees who, for good reason, can demonstrate they were unable to be aware of such posting shall be eligible to apply in September.

ARTICLE 18: 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 seven (7) Shop Stewards appointed or otherwise selected by the Union bargaining unit, whose duties shall be to investigate and to attempt to settle disputes.

ARTICLE 18: GRIEVANCE PROCEDURE (cont'd)

- (c) The Union shall notify the Employer in writing of the name of each Grievance Committee member and Shop Steward before the Employer shall be required to recognize the member or Steward.
- (d) The Grievance Committee and Shop Stewards selected according to (a) and (b) hereof, shall not change so long as they remain employees or until their successors are chosen.
- (e) In order that the work of the Employer shall not be unreasonably interrupted, the Shop Steward shall not leave work without obtaining permission of the supervisor, which permission shall be given within an hour.
- (f) Should a dispute arise between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

Step 1: The aggrieved employee(s) shall submit the grievance to the Shop Steward. 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 the 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 supervisor of the appropriate department head 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 decision in Step 3 the Union shall be granted a hearing by a management committee. The Union shall receive the decision of the Employer within ten (10) days following the hearing.

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

ARTICLE 18: GRIEVANCE PROCEDURE (cont'd)

- (g) Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 of this Article may be bypassed.
- (h) Replies to written grievances shall be in writing at all stages.
- (i) The Employer shall supply the necessary facilities for the grievance meetings.
- (j) 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-Treasurer 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 19.

ARTICLE 19: 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 to 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 chair within five (5) days, the appointment shall be made by the Director of the Collective Agreement 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 Chair of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do as quickly as possible.

ARTICLE 19: ARBITRATION (cont'd)

(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 Chair.

(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

In the event that one party chooses to exercise its rights under s.104 of the Labour Relations Code, it will endeavour to provide the other party seventy-two (72) hours notice.

ARTICLE 20: DISCIPLINE

(a) Union Assistance

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

(b) Discharge Procedure

- (i) The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause. When an employee is discharged or suspended, the employee shall be given the reason in the presence of the Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.

ARTICLE 20: DISCIPLINE (cont'd)

(b) Discharge Procedure cont'd

- (ii) An employee considered by the Union to be wrongfully or improperly discharged or suspended shall be entitled to a hearing under Article 18, 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 the employee's former position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is proper and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

ARTICLE 21: PERSONNEL FILES

- (a) There shall only be one personnel file for each employee maintained at the district office.
- (b) The Employer agrees that only factual material and material relevant to the employment of the employee shall be maintained in personnel files. The employee shall be informed when material critical to the employee is placed in the employee's file and a copy shall be given to the employee.
- (c) Any file relating to an employee kept at a school or department shall be destroyed when an employee leaves that school or department.
- (d) Clearing of Records

Provided there have been no further offenses any reference to discipline shall be removed from an employee's file after twenty-four (24) months.

(e) 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. Within reason, photocopies of documents in the file shall be supplied by the Employer.

ARTICLE 22: FALSELY ACCUSED EMPLOYEE ASSISTANCE

- (a) When an employee has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and if:

ARTICLE 22: FALSELY ACCUSED EMPLOYEE ASSISTANCE (cont'd)

- (i) an investigation by the Board has concluded that the accusation is not true on a balance of probabilities, and no criminal charges are laid, or
 - (ii) an investigation by the Board has concluded that the accusation is not true on a balance of probabilities; and, should criminal charges result, the employee is acquitted of criminal charges in relation to the accusation, or
 - (iii) an arbitrator considering discipline or dismissal of the employee finds the accusation to be false, and no criminal charges are laid, or
 - (iv) an arbitrator considering discipline or dismissal of the employee finds the accusation to be false, and should criminal charges result, the employee is acquitted of criminal charges in relation to the accusation, then
- (b) The employee shall be entitled to reasonable assistance in addition to that provided through the Employee Assistance Program. The employee, together with the Superintendent of Schools and the President of the Union, shall jointly establish a plan of assistance to facilitate the employee's successful return to work.
- (c) Such assistance pursuant to Article 22(b) may include special counselling for the employee and family members; short term paid leave of absence for the employee; position transfer; and, upon request by the employee, provision of factual information to parents and students.
- (d) Where an employee has been suspended pursuant to Section 15(4) of the School Act, the employee shall be reinstated with full pay providing the employee is acquitted of the charges and any additional investigation by the Board concludes that, on a balance of probabilities, the employee has not been guilty of any wrongdoing.

ARTICLE 23: 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.

ARTICLE 23: HOURS OF WORK (cont'd)

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 completing four (4) consecutive hours, the employee shall be paid for four (4) hours. In the event that the employee reports for work but is sent home before commencing work, two (2) hours at regular rates shall be paid.

This clause shall not apply to:

- a. student supervisors and crossing guards,
- b. employees called to work to replace an absent employee for part of the daily shift and,
- c. other positions as mutually agreed.

The consecutive hours requirement shall not apply to bus drivers. Lunch periods of one (1) hour or less shall be excluded from the consecutive hours.

This clause shall be fully implemented by September 4, 2001.

(d) Break Periods

Employees working less than five (5) hours shall be permitted a fifteen (15) minute rest period. Employees working five (5) hours or more shall be permitted a fifteen (15) minute rest period in the first half and the second half of a shift.

(e) Religious Consideration

Where an employee, for bona fide religious reasons, is unable to work the normal work week, the parties agree to consult about accommodating the employee in a fair and reasonable fashion.

ARTICLE 24: 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 the employee's 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 driver's necessary trip expenses will be paid at full cost on presentation of paid receipts.

- (d) 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.

(e) Minimum Call-Back Time

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

ARTICLE 24: OVERTIME (cont'd)

(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 who are qualified to perform the available work.

ARTICLE 25: PREMIUMS

(a) First Aid Premium

- (i) Employees who are designated by the Employer to perform first aid duties in accordance with WCB regulations and who hold recognized and valid Level II Occupational First Aid Certification shall be paid a premium of fifty-five (55) cents per hour during the applicable period.
- (ii) When WCB regulations require an Occupational First Aid attendant at a facility, the Employer shall first seek volunteers from among all the employees at the facility including those outside the bargaining unit. If there are insufficient volunteers, the Employer in consultation with the Union may specify an employee or position as requiring the Occupational First Aid Certificate.
- (iii) Course fees shall be paid by the Employer and the employee shall be granted the necessary time off work with pay to attend a recognized course and to write the examination.

(b) Graveyard Shift

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

ARTICLE 26: HOLIDAYS

- (a) All regular full-time employees shall receive one (1) day off with full pay on the holidays listed below or any other day proclaimed by the Federal or Provincial Government as a holiday.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

ARTICLE 26: HOLIDAYS (cont'd)

- (b) When any of the aforementioned holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at the regular rate of pay; such day off to be taken at the discretion of the department head concerned.
- (c) All temporary employees shall receive 4.2% of straight time earnings in each pay period in lieu of statutory holidays.

ARTICLE 27: ANNUAL VACATIONS

(a) Regular Twelve (12) Month 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 years' seniority as at June 30
 - 3 weeks
- After 7 years' seniority as at June 30
 - 4 weeks
- After 15 years' seniority as at June 30
 - 5 weeks
- After 20 years' seniority as at June 30
 - 6 weeks
- After 21 years' seniority as at June 30
 - 1 additional vacation day per year of service

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.

Vacation entitlement for regular twelve (12) month part-time employees will be based on the amount of the employee's part-time assignment(s) during the preceding school year in which the vacation was being earned.

- (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, the employee shall be granted an additional day's vacation for such holiday in addition to regular vacation time.

ARTICLE 27: ANNUAL VACATIONS (cont'd)

(d) When an employee who is on vacation becomes ill or injured, requiring hospitalization, or experiences a bereavement as outlined under Article 33(d), the employee shall be entitled to use either short-term disability (for all days of hospitalization and subsequent days while under a physician's care and unable to perform the regular or similar duties of the employee's job) or bereavement leave and have that proportion of vacation leave reinstated.

(e) Vacation Scheduling

Vacations may be arranged by mutual agreement in any month of the year. In the event of conflict in employees' preferences, the choice shall be determined by seniority.

(f) Regular Ten (10) Month Employees and Temporary Employees

Regular ten (10) month 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 seniority as at June 30

- 6% of bi-weekly earnings

After 1 year 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' seniority as at June 30

- 10% of bi-weekly earnings

After 20 years' seniority as at June 30

- 12% of bi-weekly earnings

After 21 or more years' seniority as at June 30

- additional 0.4% per year of service

(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 terminating employment at any time in the vacation year before the employee has taken vacation shall be entitled to a proportionate payment of wages in lieu of such vacation. When an employee dies, the employee's estate shall be credited with the value of vacation credits owing.

ARTICLE 28: 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, the employee shall receive 100% pay for the first six (6) working days' absence in any one year. After the sixth day the employee shall receive 66 2/3% regular pay for a period not to exceed 180 calendar days from the first day of the last absence. Employees who use all or part of their six (6) working days in a year shall have the entitlement reinstated in the following year.

(b) Use of Credits

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

(c) Year

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

(d) Proof of Illness

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

(e) Sick Leave During Absence

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

(f) Sick Leave Allowance Records

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

ARTICLE 29: LONG TERM DISABILITY PROGRAM

- (a) All regular employees employed one-half time or more shall participate in a mutually agreed long term disability plan. The Employer shall pay the full cost of the required premium.
- (b) Persons shall retain employee status while on the long term disability program but shall only be entitled to the following provisions of the Agreement:
 - (i) Article 15(d) Seniority During Absence
 - (ii) Article 32(a) Pension Plan
 - (iii) Article 32(b) Medical Services Plan
 - (iv) Article 32(c) Extended Health Plan, Article 32(d) Dental Plan, Article 32(e) Group Life Insurance upon payment of 100% of required premiums, two (2) months in advance and subject to the provisions of the plans.

ARTICLE 30: SUPPLEMENTATION OF COMPENSATION AWARD

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

ARTICLE 31: 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 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 wages and deductions. Payment shall be made by way of deposit to the employee's financial institution.

- (c) Pay During Temporary Transfers

An employee substituting on any job performing duties of a higher classification shall receive the rate for the job or the employee's regular rate, whichever is the greater.

ARTICLE 31: PAYMENT OF WAGES AND ALLOWANCES (cont'd)

(d) Automobile Allowance

Employees shall not be required to supply a vehicle to perform their duties as a condition of employment. However, where an employee is requested by the Employer to use a private automobile to carry out assigned duties, the employee shall be paid an allowance equal to the rate payable under current Board policy as amended from time to time, for such mileage incurred as a requirement of the Employer.

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 32: 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 percent (90%) 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. Thereafter, and for the full period of any other absence, the employee may pay the full premiums through the Employer provided it is permissible under the plan.

(c) Extended Health Plan

The Employer shall contribute ninety percent (90%) of the premiums for a recognized Extended Health Benefit Plan for all regular employees. The Extended Health Plan will include Medex.

(d) Dental Plan

The Employer shall contribute ninety percent (90%) of the regular monthly premiums of a mutually acceptable basic dental plan for all regular employees participating.

ARTICLE 32: BENEFITS (cont'd)

(e) Group Life Insurance

Regular employees shall participate in the BCSTA Non-Academic Group Insurance Plan with the Employer paying seventy-five percent (75%) of the regular monthly premiums.

(f) Retirement Benefits

(i) Retirement shall be in accordance with the provisions of the Pension (Municipal) Act.

(ii) Upon retirement of an employee who is contributing under the Pension (Municipal) Act, the employee shall receive one (1) week's pay for every year of service with the Board, provided that notice of such retirement is given to the Employer prior to January 1st in the year that retirement is to become effective. Failure to provide notice may result in delay of the payment until the following fiscal year.

(iii) Upon retirement of an employee who is not contributing under the Pension (Municipal) Act, the employee shall be granted one and one-half (1 1/2) days' pay for every month of service with the Employer, provided that notice of such retirement is given to the Employer prior to January 1st in the year that retirement is to become effective. Failure to provide notice may result in delay of the payment until the following fiscal year.

(iv) Payment of benefits in the preceding two paragraphs of this section is to be based on the rate of pay effective immediately preceding such retirement.

(v) The benefits provided in this section shall apply only to employees with a minimum of eight (8) years' service with the Employer and shall extend to and include a maximum of twenty (20) years' service.

(vi) Employees will be deemed to have retired if they resign after having attained age fifty-five (55).

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

(g) 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.

ARTICLE 32: BENEFITS (cont'd)

- (h) 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.

ARTICLE 33: 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 forty-five (45) 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 the term of office. Seniority shall continue to accrue during such leave. On return to work an employee shall be placed in the employee's former position if possible or a similar position.

The Employer shall grant leave without pay to the President, Vice-President or Secretary-Treasurer of Local 3523 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, wife, husband, sister, brother, child, grandchild, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and the birth parent of the employee's birth child. These relations include common-law and step relations. Reasonable leave of absence shall be granted for travel and estate affairs without pay.

ARTICLE 33: LEAVE OF ABSENCE (cont'd)

(e) Funeral 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, provided such employee has the approval of the supervisor or department head.

(f) Compassionate Leave

Where a regular employee makes written application for compassionate leave because of serious illness within the employee's 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.

(g) Family Illness

In the case of illness of a member of the immediate family as described in Article 33 (d) who resides with the employee and no one other than the employee can provide for the needs of the family member, the employee shall be granted one day's leave with pay for each illness to a maximum of three days per year. This leave shall be deducted from the sick leave under Article 28. The employee may be required to provide a certificate from a duly qualified medical practitioner certifying the illness.

(h) 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.

(i) Maternity Leave

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

(j) Supplementary Unemployment Benefit Plan

When a pregnant employee takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Employer shall pay the employee:

- ninety-five percent (95%) of her current salary for the first two weeks of the leave and,

ARTICLE 33: LEAVE OF ABSENCE (cont'd)

- where the employee is in receipt of Employment Insurance benefits, the difference between 95% of her current salary and the amount of UIC benefits received by the employee for a further fifteen (15) weeks.

The Employer agrees to enter into the Supplemental Unemployment Benefit Plan Agreement required by the Employment Insurance Act in respect of such maternity payment.

When an employee applies for and is granted under the Employment Insurance Act, compensation for adoption leave for an infant up to and including five (5) years of age, the above provisions shall apply as if it were maternity leave.

(k) General Leave

Provided that adequate replacements are available, the Employer may grant leave of absence with or without pay, for good and sufficient reason acceptable to the Employer. Requests for such leave shall be made in writing. Requests for extended maternity leave or adoption leave will be considered under this clause.

(l) Parental Leave

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

(m) Paternity Leave

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

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

ARTICLE 34: JOB CLASSIFICATION AND RECLASSIFICATION

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

ARTICLE 35: 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 VDTs on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per work day to be scheduled by agreement.
- (c)
 - (i) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
 - (ii) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available, she shall be reassigned to such work and paid at her regular rate of pay.
 - (iii) Where work reassignment in (ii) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health and group life, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
 - (i) have adjustable keyboards and screens;
 - (ii) meet radiation emission standards established by the Ministry of Labour.

ARTICLE 36: GENERAL CONDITIONS

(a) Proper Accommodation

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

ARTICLE 36: GENERAL CONDITIONS (cont'd)

(b) Bulletin Boards

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

(c) Fire Insurance

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

(d) Automobile Insurance

The Board will pay seventy-five percent (75%) of the deductible portion (to a maximum of seventy-five dollars (\$75.00)) of a damage claim to an employee's motor vehicle which has been vandalized at an approved school function.

Before payment is made, the employee must provide the Board with the police case number for the incident and proof that repairs have been carried out.

(e) 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.

(f) Instructional Courses

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

(g) Clothing Allowance

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

SCHEDULE "A"

WAGE SCHEDULE

	NEW TARGET 1998	JAN. 01 1999	JAN. 01 2001	JAN. 01 2002
Pay Grade				
1.....	14.79.....	14.98.....	15.36.....	15.56
2.....	15.50.....	15.69.....	16.07.....	16.27
3.....	16.21.....	16.40.....	16.78.....	16.98
4.....	16.92.....	17.11.....	17.49.....	17.69
5.....	17.63.....	17.82.....	18.20.....	18.40
6.....	18.34.....	18.53.....	18.91.....	19.11
7.....	19.05.....	19.24.....	19.62.....	19.82
8.....	19.76.....	19.95.....	20.33.....	20.53
9.....	20.47.....	20.66.....	21.04.....	21.24
10.....	21.18.....	21.37.....	21.75.....	21.95
11.....	21.89.....	22.08.....	22.46.....	22.66
12.....	22.60.....	22.79.....	23.17.....	23.37
13.....	23.31.....	23.50.....	23.88.....	24.08
Student Labour	14.92.....	15.11.....	15.49.....	15.69

The Industrial Inquiry Commission (IIC #2) Report dated June 7, 2000 contains the following provision applicable to this collective agreement:

“For the period January 1, 2002 to June 30, 2003 we recommend wage increases equivalent to wage increases negotiated in the broad public sector, such as between the Public Service Employee Relations Commission (PSERC) and B.C. Government & Service Employees’ Union (BCGEU), the Health Employers Association of B.C. (HEABC) and the health care unions, the B.C. Public School Employers’ Association (BCPSEA) and the B.C. Teachers Federation (BCTF). In the event a dispute arises under this recommendation, it shall be referred to Irene Holden and Vince Ready for a final and binding resolution.”

Pay Equity

The above rates constitute the target rates once the pay equity/job evaluation plan is fully implemented. Appendix 1, the Pay Equity Implementation Agreement, dated November 8, 2000 contains the details of that implementation.

Leadhand

Leadhands shall receive one dollar (\$1.00) above their regular rate of pay. A Leadhand must be designated by the Superintendent or delegate. An employee shall not be considered as responsible for employees working with the employee unless the employee is designated as the Leadhand.

Deputy in Charge

There shall be appointed in the Kelowna Senior Secondary School on both the afternoon and graveyard shift a deputy in charge who shall be paid \$20.00 bi-weekly in addition to the regular rate of pay.

SCHEDULE "B"

This Schedule is written pursuant to Article 23(b) of the Agreement and any changes in the Schedule shall be determined by the Employer only after consultation with the Union.

Shifts

There shall, if required, be a weekend shift established for relief custodian work. Their days off shall be considered as Saturday and Sunday for the purpose of overtime. Their work week shall be five (5) consecutive days.

Custodian Full-Time Hours:

24-Hour Coverage	11:00 p.m. - 7:00 a.m. 7:00 a.m. - 3:00 p.m. 3:00 p.m. - 11:00 p.m.
Graveyard Shift	11:00 p.m. - 7:00 a.m.
Day Shift	7:00 a.m. - 3:00 p.m.
Afternoon Shift	3:00 p.m. - 11:00 p.m.
Split Shifts	Split shifts to be arranged to work Board assigned hours within a twelve (12) hour period.

(Custodian hours include one-half [1/2] hour paid lunch.)

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

NOTE:

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 four and one-half (4 1/2), five (5), five and one-half (5 1/2), six (6), six and one-half (6 1/2), seven (7), seven and one-half (7 1/2) 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.

Transportation Mechanic Hours

Early Shift	6:00 a.m. - 2:30 p.m.
Regular Shift	8:00 a.m. - 4:30 p.m.

Maintenance Employee Hours 8:00 a.m. - 4:30 p.m.
(1/2 hour unpaid lunch)

Clerical Employee Hours Shifts to be arranged to work Board assigned hours between the hours of 7:00 a.m. and 5:00 p.m. with at least a one-half (1/2) hour unpaid lunch.

July and August - All Employees:

Day shifts commencing between 7:00 a.m. and 8:30 a.m. as scheduled by the Supervisor with at least a one-half (1/2) hour unpaid lunch.

Lunch Periods

Lunch periods shall be provided only where the shift exceeds four hours.

APPENDIX 1

Pay Equity Implementation Agreement (Revised) between School District No. 23 (Central Okanagan) and CUPE Local 3523

The parties to this revised pay equity implementation agreement had previously agreed to a job evaluation plan with banding that had received initial approval of the Public Sector Employers Council. The implementation of the Job Evaluation program was funded by PSEC as per the PSEC guidelines and Pay Equity Regulations.

In January of 2000 the parties as a result of the signing of the Interim Accord on January 24, 2000 agreed to a Pay Equity Review.

The Pay Equity Review section is reproduced below for clarity.

The parties agree that pay equity is intended to address systemic, gender based wage discrimination experienced by female employees, but ***is not intended to prejudice the interests of male employees.***(emphasis added).

The Parties agree that the implementation of Pay Equity Plans must be based on principles of fairness, consistency and equity across the sector. To this end, they also agree to the appointment of a two-person panel to review, in detail, all the pay equity implementation plans in the K-12 sector for consistent application of the above principles.

The Union and the Employer shall meet within 5 days to agree on a terms of reference of the review and the panel nominees. The review shall be completed within 30 days of the signing of this interim accord and the panels report and recommendations shall be incorporated into the final Accord.

In the interim, until the review is completed, the Parties agree that implementation agreements for pay equity plans not yet approved by PSEC will not include red-circling of incumbents.

This review was completed in early March of 2000 and as a result the agreement between SD 23 and CUPE Local 3523 was identified as one of the agreements that might not be consistent with the principles outlined in the Interim Accord.

To that end the parties to this agreement have met and reviewed the previous agreement and as a result have addressed changes in that agreement as follows:

The parties agreed on February 13, 2001 to change the wage schedule by adopting the rates of pay shown in the attached Appendix "A" as amended and revised for costing purposes November 6, 2000.

This will provide new male and female wage lines based upon the following criteria.

1. Minimum Points – 250 Maximum Points – 775
2. Band Width – 40 points
3. Minimum Target rate - \$14.79 (1995/96 rates)
4. Differential between pay bands - \$.71
5. Number of pay bands – 13
6. Includes noon hour supervisor, noon hour supervisor special education, and crossing guards who are regularly scheduled employees.
7. Total cost of this agreement is 9.47% of CUPE payroll.
 - a) Male cost is 1.94% to raise the males to the appropriate rates
 - b) Male cost includes the cost of grandparenting incumbents at the collective agreement rate where the rate would be less in a full JE implementation.
8. Weights – the weighted point values agreed to are:

Factor	1	2	3	4	5	6	7	8
Con	20	40	60	80	100			
Ed	21	43	64	86	107	129	150	
Err	20	40	60	80	100			
Exp	19	38	56	75	94	113	131	150
Hum	8	17	25	33	42	50		
Judg	25	50	75	100	125	150		
PD	20	40	60	80	100			
SD	20	40	60	80	100			
WC	20	40	60	80	100			

9. Job Ratings – total points assigned to each classification are shown in Appendix "B"
10. Pay Equity Calculations are shown in Appendix "C". The cost of Pay Equity is 7.96%. However, the cost of female adjustments in this agreement are equal to 9.47% – 1.94% = 7.53%

In addition to the revised pay plan that was developed in order to attain the

principles of fairness, consistency and equity across the sector the parties have agreed to reallocate a portion of monies paid out of wage increases in 1994 and 1996 to male dominated jobs to ensure the full implementation of both the pay equity portion and of the banding scenario at the same time.

This reallocation is done without cost to SD 23 as it simply reallocates monies within the current pay plan to the new pay plan.

Pay Equity adjustments shall be made as follows:

April 1, 2000 - a fraction of the difference between the current rate and the target rate (subject to receipt of government funding)

April 1, 2001 - a fraction of the difference between the current rate and the target rate (subject to receipt of government funding)

April 1, 2002 - a fraction of the difference between the current rate and the target rate (subject to receipt of government funding)

April 1, 2003 – the remaining difference between the current rate and the target rate (subject to receipt of government funding)

The parties have further agreed to apply for the remainder of the 1% pay equity funding (year 3) from April 1, 1999 that was not used in the previous pay equity program. This will be applied as part of the April 1, 2000 anticipated adjustments.

Employees who move involuntarily by reason of layoff (including being bumped) or who are recalled to a former position shall receive one of the following rates:

- Where There is One Current Rate of Pay

If the employee's rate before the move equals or is less than the current rate of the new position to which the employee is moving then the employee receives the new current rate; otherwise, the employee receives the target rate.

- Where There are Two Current Rates of Pay

If the employee's rate before the move equals or is less than the lower current rate for the new position to which the employee is moving, then the employee receives the new lower current rate; otherwise, the employee receives the new higher current rate OR if the employee's rate before the move is greater than the new higher current rate, then the employee receives the new target rate.

Employees who move voluntarily to a position of a different number by way of posting shall receive the current rate for the position to which they post.

Employees who move to another position of the same job number retain their current rate.

The parties have agreed that they will participate in a mutually agreed training program regarding job evaluation/pay equity maintenance.

Finally the parties have agreed to address the matter of grandparenting/red-circling as follows:

- All employees shall receive the current negotiated rate for their position except for those employees who are deemed to be red-circled.
- Those red-circled employees will be grandparented and will receive any current or future wage increases as long as they remain in a job identified by the same job number or until the current rate equals or exceeds the red-circled rate.
- Current rate for the purpose of this agreement means the negotiated rate in effect on the date of implementation of a rate change (through negotiated rate increases or pay equity/job evaluation adjustments) or the rate in effect on the date of a grandparented employee's new assignment.

Signed this "8th" day of November, 2000

For the Union

For the School District

"W.A. Zeman"

"Alan W. Akehurst"

"Ron W. Goffic"

APPENDIX 2

In accordance with the direction stated on page 14 of the Recommendations for Settlement of the Industrial Inquiry Commission (IIC #2) dated June 7, 2000, applicable to this collective agreement, the letter dated June 6, 2000 from Paul Ramsay, Minister of Finance and Corporate Relations, to the Commission is appended to this collective agreement.

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LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

AUTOMOBILE ALLOWANCE - POSTED RELIEF CUSTODIANS

Relief custodians will be paid an automobile allowance, at the rate specified in the Collective Agreement, on those occasions when the distance travelled to work and return home exceeds eight (8) kilometers (5 miles). However, no such payment will be made when such employees are assigned to work at the maintenance yard as may be required from time to time.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

BANKING AND USE OF BANKED OVERTIME (Article 24(d))

1. Regular employees may accumulate overtime credits in lieu of cash payment for overtime hours pre-authorized by the Supervisor by indicating the hours banked on the employee's timesheet. When this information appears on the employee's pay statement, any discrepancy should be brought to the attention of the Supervisor within thirty days.
2. Application for the use of accumulated banked overtime other than in July should be made to the Supervisor at least one week in advance of the date(s) requested as time off. Time off in the month of July must be requested on or before June 15th.
3. The accumulation of banked overtime will be cleared once yearly on or before July 31.
4. Requests for use of overtime will be granted on a first come, first serve basis at the discretion of the Supervisor to ensure that the time off does not interfere with the efficient operation of the District.
5. If an employee posts for a position which results in a different pay rate, the accumulation of overtime to date should be cleared prior to the job change.
6. Out of District "waiting time" incurred by bus drivers cannot be banked.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

BUS DRIVERS - NON-INSTRUCTIONAL DAYS

On District-wide non-instructional days other than days designated as in-service days for bus drivers, the Employer will provide opportunities for bus drivers to perform other work. At least twelve (12) FTE positions will be offered to employees on a seniority basis. Employees shall be paid the rate of pay applicable to the work performed on those days.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

BUS DRIVERS - OVERTIME RATES

The interpretation of "appropriate overtime rates" in Article 24(c) of the Agreement with respect to part-time drivers working less than eight (8) hours per day shall be as follows:

- time and one-half for hours worked between the employee's regular assigned hours and eight (8) hours on a normal working day;
- in accordance with Article 24(a) for work beyond eight (8) hours on a normal working day;
- in accordance with Article 24(b) on Saturdays, Sundays and holidays.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

BUS DRIVERS - REGULAR HOURS

This letter will confirm the understanding reached during the meeting of Tuesday, December 15, 1981 that the Board will not, without the Union's concurrence, extend temporarily a driver's regular hours of work simply to eliminate the payment of overtime on such as field trips or other non-scheduled trips. The term "temporary" shall be considered as a period of time less than one school semester.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

BUS DRIVERS - SPORTS EVENTS

1. The driver will automatically be on lay-off on the days for which no sports are scheduled.
2. All hours worked up to eight hours on a shift will be paid at straight time.
3. All hours worked beyond an eight-hour shift will be paid at the appropriate overtime rate according to the current Collective Agreement.
4. The driver will be on call, according to seniority, for relief work on the days for which no sports are scheduled.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

BUS DRIVING HOURS

Interpretation of Note on Schedule "B"

1. Where a change in hours by way of an increase or a decrease of not less than one-half hour per day occurs, the affected employee shall be entitled to the one (1) week notice referred to in the note.
2. Where a decrease in hours exceeds one-half hour per day, the affected employee shall be entitled to exercise bumping rights in accordance with Article 16(d).
3. Increases in hours of any amount shall not be subject to posting but shall be retained by the incumbent.
4. Each driver shall be advised by letter in August of each year, of the hours regularly scheduled for that driver's route for the coming school year.
5. Required qualifications for certain routes may include the requirement to be resident in the general geographic location of the route, in order that the bus may be parked at the driver's residence.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

BUSSETTES AND RENTED VEHICLES

1. Busettes/rented vehicles may be used to transport students to and from events outside the O.V.S.A.A. Zone.
2. Busettes/rented vehicles may be used to transport students to and from events within the O.V.S.A.A. Zone provided they are weekend trips.
3. Busettes/rented vehicles may be used to transport students to and from events within the District only after obtaining the Union's permission.
4. Except as provided in No. 3 above, busettes shall not be used for transporting students from events covered by the regular athletic schedule.
5. A copy of all transportation request forms involving a busette shall be forwarded by the Superintendent's office to the President of the Union prior to the use of the busette.
6. Any unusual trips to be taken either within or out of the District shall first involve consultation with the Union through the same process as outlined in No. 5 above, e.g. a trip to Kamloops that begins in the middle of the week and ends on a weekend, a trip into an area that our school buses are not permitted to go (Knox Mountain, etc.).
7. The busette which is owned by the KSS Busette Society shall be serviced and maintained by the School District's Transportation Department mechanics.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

CERTIFIED EDUCATION ASSISTANT (CEA)

1. The job classifications of Special Class Assistant (SCA) and Personal Attendant (PA) are combined and replaced by a new classification entitled Certified Education Assistant (CEA). All current SCAs and PAs shall be converted to CEAs effective May 31, 1991. The existing pay grade and qualifications shall not be affected by this conversion.
2. Except for relief employees CEAs will be regular employees subject to all provisions and entitled to all rights and benefits of the Collective Agreement except as modified by this Letter of Understanding.
3. Article 16 of the Collective Agreement, Layoff, Bumping and Recall shall not apply to CEAs.
 - 3.1 In the event that a CEA's regular position is eliminated, the employee shall be placed on a layoff list and offered temporary or regular vacancies as they arise, in accordance with the employee's seniority. The employee shall remain on the layoff list until appointed to another regular position.
 - 3.2 In the event that an employee's assigned hours in a regular position are reduced by five (5) hours or more per week, the employee shall have the option of:
 - 3.2.1 accepting the reduction and remaining in the position;
 - 3.2.2 vacating the position and going on the layoff list under the provisions of 3.1 above.
 - 3.3 Should the student to whom the CEA is assigned move to another school within the district, the employee shall be given the option of moving with the student or being placed on the layoff list under the provisions of 3.1 above.

- 3.4 Where an employee's position is eliminated or reduced by at least five (5) hours per week, the employee shall be given thirty (30) days notice of layoff or reduction of hours.
 - 3.5 Where the layoff or reduction occurs prior to the completion of the thirty (30) day notice period, temporary work will be assigned to the employee. If the distance travelled to the temporary work and return home exceeds sixteen (16) kilometers (10 miles), CEAs will be paid an automobile allowance at the rate specified in the Collective Agreement.
 - 3.6 An employee whose hours are reduced to less than one-half time or who is laid off shall be entitled to maintain benefits in accordance with Article 16(g) of the Collective Agreement for the balance of the school year, inclusive of the summer vacation.
4. Article 17 of the Collective Agreement, Promotions and Staff Changes, shall be applied in the following manner.
 - 4.1 CEAs dealing with mentally and physically challenged students:
 - 4.1.1 On or before June 1 each year, any identified vacancies for CEAs, commencing in September will be posted.
 - 4.1.2 On or before August 15 of each year, any additional identified vacancies for CEAs shall be posted. These postings shall be open for ten (10) days.
 - 4.1.3 On or before August 25 of each year, any vacancies resulting from the postings in 4.1.2 shall be posted for five (5) days.
 - 4.1.4 All eligible CEAs will be notified by mail of the August vacancies.
 - 4.1.5 Telephone applications later confirmed in writing will be accepted.
 - 4.1.6 Employees who are not successful on these postings shall be placed on the relief list.
 - 4.1.7 Any vacancies occurring after August 25 of each year shall not be posted but shall be offered to CEAs on the layoff list, to relief CEAs with seniority or to outside applicants, in that order. There is no limit to the number of times an employee may decline an offer of employment.
 - 4.1.8 Vacancies filled under 4.1.7 shall be posted for application in accordance with 4.1 on or before June of that school year.

- 4.2 CEAs dealing with challenged students with behaviour problems:
- 4.2.1 On or before June 1 each year, any identified vacancies for CEAs, commencing September will be posted.
 - 4.2.2 Employees who are not successful on these postings shall be placed on the relief list.
 - 4.2.3 Any vacancies occurring after June 1 of each year shall not be posted but shall be offered to CEAs on the layoff list, to relief CEAs with seniority or to outside applicants, in that order. There is no limit to the number of times an employee may decline an offer of employment.
- 4.3 In any case where the posting provisions may displace a temporary incumbent and cause significant disruption to the student whom the CEA is assigned, the Employer may request the Union to, and upon receiving agreement from the Union shall, waive the posting provisions in that case.
5. CEAs shall be entitled to two full in-service days per school year as determined by the Employer.
6. Notwithstanding the absence of the student to whom the employee is assigned, the employee shall report for work and shall perform such duties as are assigned by the Employer:
- 6.1 on non-instructional days;
 - 6.2 where the student's absence is ten (10) school days or less.
7. Where the student to whom the employee is assigned is absent for more than ten (10) school days, the employee shall be offered such temporary CEA work as is available, in accordance with seniority. Should temporary CEA work be available for more than the ten (10) school days in the same school, such work shall be offered to the employee in that school regardless of seniority.
8. The Union shall be provided monthly with a copy of the layoff list and the temporary assignments made during that month.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

DEFERRED SALARY LEAVE PLAN

For the life of this collective agreement, the existing policy for teachers on Deferred Salary Leave shall be extended to employees in the CUPE bargaining unit. Once accepted, the employee may continue in the plan until the leave has been taken. The long term leave rules of eligibility shall apply.

The continuance of the policy is subject to changes required by the federal government with respect to income tax rules.

The Employer's bargaining team will propose amendments of the policy to the Board, reflecting changes for shorter periods than one year.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

EASY WAY FINISH APPLICATOR PREMIUM

1. Custodians who operate the Easy Way Finish Applicator shall receive a premium of thirty (30) cents per hour for each hour of such operation.
2. The above premium shall be effective from July 1, 1995.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

GENERAL LEAVE - LONG TERM (EXCEEDING 60 DAYS)

1. When the Employer grants a long term leave of absence, the employee's position shall be filled as a temporary vacancy in accordance with the Collective Agreement.
2. An employee on long term leave shall confirm return to work by giving the Employer thirty (30) days notice by registered mail or hand delivered. The thirty (30) days shall take effect from the date on which the Employer receives the written communication.
3. An employee, while on long term leave, shall be ineligible for any and all benefits, including the accumulation of seniority, seniority rights, retirement benefit credits, etc. save and except those covered in No. 5 below.
4. An employee on long term leave may, if possible, continue to participate in the medical, dental, group life and employee assistance plans provided:
 - 4.1 All known premium costs are paid by the employee in advance.
 - 4.2 The employee undertakes to reimburse the Employer for any and all premium cost increases upon returning to work. (In the event of a premium reduction, the Employer shall return the unexpended funds to the employee upon returning to work.)
5. On the employee's return to work and for the purpose of determining seniority, retirement benefits, etc., the seniority date shall be adjusted forward by the number of days the employee was on long term leave.

<u>Example:</u>	Seniority Date	74/11/14
	Long Term Leave	200 days (excl. Stats)
	Adjusted Seniority Date	75/09/03

6. In the event the employee fails to:
 - 6.1 confirm return to work as set out in No. 3 above,
 - 6.2 report to work on the date specified in the written confirmation, save and except for illness and/or transportation delay (proof required)

the employee shall be deemed to have resigned. The position shall then be posted as a regular position in accordance with the terms of the Collective Agreement.
7. The Employer shall attach a copy of this Letter of Understanding to all letters for which long term leave is approved. The employee in return shall forthwith complete and return the attached acknowledgement.
8. If on the employee's return to work, the employee's position has been reduced, eliminated or filled by a more senior employee as a result of bumping, the employee shall bump the most junior position of equal pay and hours or, if such position is not available, may bump any position for which the employee is qualified.
9. This Letter of Understanding shall not be cancelled or altered in any way by either party from the time the Employer grants a long term leave until the employee:
 - 9.1 cancels the request for leave;
 - 9.2 returns from such leave after providing the required confirmation.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

ACKNOWLEDGEMENT

LONG TERM LEAVE

LETTER OF UNDERSTANDING

I, _____, have read and understand the terms and conditions which
(print full name)

are set out in the Letter of Understanding between the Board of School Trustees, School District No. 23 (Central Okanagan) and C.U.P.E. entitled "General Leave - Long Term" and agree to govern myself accordingly.

(date)

(signature)

(address)

(phone)

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

GRANT-FUNDED PROJECTS

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

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

GROUP INSURANCE PLAN

The parties hereby agree and understand that the BCSTA Non-Academic Group Insurance Plan referred to in Article 32(e) of the Collective Agreement shall mean the BCSTA Group Insurance Plan option having the benefits 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.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

JOB EVALUATION COMMITTEE MAINTENANCE PROCEDURES

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

1. Job Evaluation Committee

- 1.1 The parties shall each appoint three (3) 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.

2.2 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 was completed.
- 2.2.6 Any employee affected by downward adjustment shall be red-circled as of the date in 2.2.5 above.

3. Appeal Procedures

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

Steps in the Appeal Procedure are as follows:

- 3.1.1 When there is a concern that the job description is inadequate or the rating is incorrect, it shall be referred to the Job Evaluation 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 evaluations and/or the interpretation and application of the job evaluation rating manual, the matter shall be referred to a mutually agreed upon mediator.

4.2 Where mediation is unsuccessful, the matter may be referred to arbitration.

4.3 The selection and subsequent appointment of an arbitrator shall be by mutual agreement between the Union and Employer. Should there not be agreement, Article 19 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.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE: PROVINCIAL ACCORD RE SCHOOL YEAR LAYOFFS

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

Government Funding Flows

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

The parties agree that this provision applies to all regular and probationary employees in regular positions as at September 30, 2000 and each subsequent September 30 for the life of this Letter.

In the event that an employee is to be laid off or to have a reduction of hours, the provisions of Article 16 shall apply to employees other than CEA's. CEA's shall be governed by the Letter of Understanding re Certified Education Assistants. There shall be no reduction of normal compensation for employees covered by this provision prior to the end of the school year unless the employee declines reasonable alternate work.

Where an employee alleges that the alternate work offer is unreasonable, the parties shall meet to resolve the matter. Failing agreement, the matter shall be determined through expedited arbitration within the thirty day notice period for layoff.

Signed in Kelowna, B.C. this "17th" day of January, 2001.

"Alan W. Akehurst"

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

"W.A. Zeman"

Bill Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

SUBCONTRACTING (ARTICLE 11) - CONSULTATION PROCESS

With respect to the application of Article 11 to work performed by other than bargaining unit members the following consultative processes shall apply.

1. Traditional Ongoing Contracted Services

Attached to and forming part of this letter as Appendix A is a list of services currently performed outside of the bargaining unit. Consultation is not required prior to engaging outside personnel or companies to provide the listed work or services, nor for any other work or service which is not bargaining unit work.

2. Major Construction and Renovation

Prior to tendering any major project, the Employer and the Union will meet and review the project plans, specifically with respect to work jurisdiction. The Director, Facilities and Planning, shall be responsible for ensuring the consultation takes place.

3. Minor Renovation, Repair and Maintenance, Grounds Work

In order that the Union be aware of ongoing projects within the Facility Services department, including the intention to contract services, the Maintenance Services Shop Steward or designated alternate will be invited to attend the regular Coordinator meetings. Any concerns of the Shop Steward will be brought to the Supervisor's attention in a timely manner.

Any urgent items where a contract for services is deemed to be required outside of those listed under Appendix A will be brought to the attention of the Maintenance Services Shop Steward in writing on a timely basis by the Supervisor of Maintenance Services. The Maintenance Services Shop Steward will be responsible for providing the Union response in a timely manner.

4. Student Curriculum Projects or Volunteer Projects

These will be handled in accordance with the memorandum of March 21, 1988 from the Assistant Superintendent, Support Services to Administrative Officers. The Principal or Vice-Principal will be responsible for requesting approval through the Director of Facilities & Planning or designate, who will in turn seek Union approval through the Maintenance Services Shop Steward. Schools need not seek approval for projects such as stage scenery or other items not intended to be for continued use on school district property.

5. Other Areas

For matters not covered by any of the above, a request will be made in writing to the Union President. The responsibility for seeking approval lies with the appropriate Administrative Officer or Supervisor, who will apply directly to the Union, with a copy to the Director of Human Resources.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

APPENDIX "A"
SUBCONTRACTING (ARTICLE 11) - Consultation Process

OUT OF HOUSE SERVICES

Grounds Maintenance

1. Septic tank pumping
2. Snow removal and sanding other than sidewalks, except as listed in Appendix "B"
3. Fire hydrant maintenance within Irrigation District
4. Power sweeping of parking lots
5. Dust control of roads and parking lots using sodium lignosulphinate
6. Crane work
7. Deliveries from suppliers to the Dease Road site, from suppliers to district sites where special equipment is used for delivery or off loading, and delivery of express items by courier

Building and Fixtures Maintenance

1. Sanding of gym floors (full removal of finish)
2. Roofing (replacement and repair), except silicon roofing
3. Intrusion alarm transmission systems, from site to central monitoring and B.C. Telephone lines
4. Fire sprinkler installation and modification where ticket is required
5. Second storey exterior window cleaning
6. Draperies, Blinds and Curtains - manufacture, installation, cleaning and repair including hardware
7. Overhead door installation or repair, when specialized equipment is required
8. New library book detector installation
9. Air Balancing
10. Supply and installation of new or replacement metal-framed insect screens
11. Installation, repair or maintenance of elevator devices

Equipment Maintenance

1. Custodial power equipment
2. Office machine service
3. Dry mop cleaning
4. Sick-room bedding laundry and dry cleaning
5. Re-upholstery of furniture
6. Boiler and furnace repairs requiring G.B. ticket
7. Stove, fridge, iron, microwave maintenance

APPENDIX "A"
SUBCONTRACTING (ARTICLE 11) - Consultation Process

OUT OF HOUSE SERVICES (cont'd)

Transportation

1. Repair and/or rebuilding of alternators, fuel injectors, fuel pumps, radiators, springs
2. Machining of engines and shafts
3. Vehicle body repairs
4. Wheel alignments
5. Tire recapping
6. Vehicle glass repair or replacement
7. Vehicle driver seat upholstery

Security

1. Supervision of students at dances
2. Dog patrol

Miscellaneous

1. Specialty printing
2. Manufacture of plastic signs requiring printing or silk-screening

APPENDIX "B"
SUBCONTRACTING (ARTICLE 11) - Consultation Process

SNOW REMOVAL 1993/94 (CONTRACT)

Sites to be cleared of snow by R&M staff

1. Dease Road facility
2. Pearson Elementary
3. West Rutland Elementary
4. Rutland Elementary
5. Rutland Middle

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

SUPERVISORS AND CROSSING GUARDS

1. The terms and conditions of the present CUPE contract apply to the above except as hereinafter amended:
 - 1.1 Seniority for regular Supervisors and Crossing Guards is applied on a Supervisor/Crossing Guard classification only basis. Seniority shall be accumulated in hours and be effective from the date of employment and/or September 1, 1989 whichever last occurred and maintained as a separate list.
 - 1.2 Temporary Supervisors and/or Crossing Guards shall not accumulate seniority and shall not be entitled to special consideration by right of seniority.
 - 1.3 Employees shall be entitled to use their seniority for the following purpose only:
 - call to work within the Supervisor/Crossing Guard classification.
 - 1.4 Seniority accumulated as a Supervisor and/or a Crossing Guard shall not be considered in job postings for other job classifications within the bargaining unit although any such employee who applies shall be given the same consideration as other non-seniority rated applicants.
 - 1.5 When a Supervisor or Crossing Guard is the successful applicant to a regular position and has successfully completed the probationary period or attains seniority as a temporary employee, seniority within the Supervisor/Crossing Guard classification shall be converted and back dated to a calendar date upon successful completion of the probationary period based on the following formula: 80 hours worked = 1 month seniority.
2. Regular employees who are successful applicants for the position of Supervisor/Crossing Guard shall be subject to the terms and conditions listed in this Letter of Understanding if the Employer permits employees to hold more than one job.

3. It is recognized that teachers and administrative officers may also provide supervision pursuant to the School Act.
4. Employees shall not be paid overtime as a result of work performed by them as Supervisors or Crossing Guards.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

ARTICLE 33(j) - SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

As provided in Article 33(j) this Letter of Understanding constitutes a Supplemental Unemployment Insurance Benefit Plan in accordance with subsection 57(13) of the Employment Insurance Regulations. This plan covers members of the Non-Teaching Bargaining Unit who qualify for and take leave under Article 33(i) - Maternity Leave. The purpose of the plan is to supplement the Unemployment Insurance benefits received by the employees during periods of maternity leave. Employees must apply for and be in receipt of unemployment insurance benefits to receive payments under this plan.

The Collective Agreement under Article 33(j) provides:

"When a pregnant employee takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Employer shall pay the employee

- *ninety-five percent (95%) of her current salary for the first two weeks of the leave and,*
- *where the employee is in receipt of Unemployment Insurance benefits, the difference between ninety-five percent (95%) of her current salary and the amount of UIC benefits received by the employee for a further fifteen (15) weeks.*
- *The Employer agrees to enter into the Supplemental Unemployment Benefit Plan Agreement required by the Employment Insurance Act in respect of such maternity payment."*

The Plan is financed from the operating funds of the school district and a record of any such payments will be kept separate from regular payroll records. This plan shall be in effect from the date of signing until June 30, 2003 but will be extended in accordance with Article 39 of the Collective Agreement.

The Employer will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.

Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the Plan.

Payments in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
SUB-LOCAL 3523 KELOWNA

RE: TEMPORARY PROJECT WORK

The parties hereby agree that:

1. The Letter of Understanding entitled "Temporary Appointments to CEP Projects" is abolished effective December 31, 1998 and replaced with the process provided under Article 17(b).
2. Article 17(b)(i) is amended by replacing the words "three (3) months" with "eight (8) weeks".
3. Those temporary project workers who have seniority at the date of signing this Letter shall be converted to temporary employees with seniority under Article 14(b). Their seniority dates shall be determined by counting back from December 31, 1998 one calendar day per employee in reverse order of their current seniority.
4. Those employees covered by paragraph 3 above who do not wish to exercise seniority rights except for project work shall retain the right to be called only for project work. When an employee declines recall to a project assignment the employee shall not retain any seniority rights to that assignment, including extensions, but will continue to be called for new project assignments.
5. The employer will attempt to schedule and combine district projects undertaken by Facility Service staff in order to maximize the utilization of regular employees.

Signed at Kelowna, B.C. this "21st" day of December, 1998.

"Alan W. Akehurst"

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

"W.A. Zeman"

Bill Zeman, President
C.U.P.E. Local 3523
Kelowna

LETTER OF UNDERSTANDING

BETWEEN:

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 23 (CENTRAL OKANAGAN)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3523 KELOWNA

RE:

TRAINING (In-Service)

In-service training shall be provided at least once each school 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 in consultation with the Union and shall not interfere with the regular operation of the school district.

Signed at Kelowna, B.C. this ____ day of _____, 2001.

Alan W. Akehurst
Director of Human Resources
S.D. No. 23 (Central Okanagan)

W.A. Zeman, President
C.U.P.E. Local 3523
Kelowna