

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 1983 TO JUNE 30, 1984

BETWEEN

BRITISH COLUMBIA SCHOOL TRUSTEES ASSOCIATION  
(OKANAGAN LABOUR RELATIONS COUNCIL)  
ACCREDITED FOR AND REPRESENTING:

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 19 (REVELSTOKE)

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 882B

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 1983 TO JUNE 30, 1984

BETWEEN The British Columbia School Trustees Association  
(Okanagan Labour Relations Council)  
accredited for and representing:

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 19 (REVELSTOKE)

(hereinafter called "the Board")

PARTY OF THE FIRST PART

AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 882B

(hereinafter called "the Union")

PARTY OF THE SECOND PART

PREAMBLE

WHEREAS the Union has represented to the Board that it is authorized on behalf of all non-teaching employees of the Board to act as bargaining agent in the matter of rates of pay, salary and working conditions covering the employment of persons engaged by the Board for the carrying out of various services provided by the said Board.

AND WHEREAS it is the desire of both parties of this Agreement to maintain the existing harmonious relationship between the Board and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to collective bargaining and to promote morale, well being and security of those employees in the bargaining units,

NOW THEREFORE this Agreement witnesses that the parties hereto agree with each other as follows:

ARTICLE 1 - DURATION OF AGREEMENT

1.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first day of July, 1983, and up to and including the thirtieth day of June, 1984, and thereafter from year to

ARTICLE 1 - DURATION OF AGREEMENT cont'd.

year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the Labour Code of British Columbia.

ARTICLE 2 - DEFINITIONS

That for the purposes of this Agreement and unless the context otherwise requires:

- 2.01 Probationary employees shall be defined as persons serving a probationary period, for a permanent appointment, of not more than sixty-five (65) of the employees' working days. This period may be extended for a further sixty-five (65) of the employees' working days by agreement between the Board and the Union.
- 2.02 Regular employees shall be defined as persons who have satisfactorily completed a continuous sixty-five (65) of the employees' working days probationary period for a permanent position and who are employed on a regular full or part-time basis. Regular employees shall be entitled to all benefits of this Agreement.
- 2.03 Casual employees are those persons employed as relief or for short durations not to exceed sixty-five (65) of the employees' working days unless otherwise mutually agreed between the Board and the Union.
- Such casual employees shall only be entitled to the provisions of this Agreement relating to wage rates, hours of work, rest periods, and those benefits to which they are entitled by virtue of Federal or Provincial Government statutes.
- 2.04 Maintenance staff shall mean and include persons employed by the Board to repair and maintain school district buildings, grounds, fixtures and persons employed as labourers or bus drivers.
- 2.05 Office staff shall mean and include persons employed by the Board to perform clerical work in the Board office, Resource Centre, school libraries or school offices.
- 2.06 Custodian staff shall mean and include, unless the context is more clearly specified or limited, custodians of either sex, whether engaged part-time or full time by the Board.

ARTICLE 2 - DEFINITIONS cont'd.

- 2.07 School aides shall mean and include persons employed by the Board to work in schools to assist teachers.
- 2.08 Special aides shall mean and include those aides who provide special support services for identified special needs' children in the schools. Special services attendants and E.S.L. aides shall be included in this category.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 The Union recognizes the right of the Board to operate and manage schools in accordance with its commitments and responsibilities and to make and alter, from time to time, policies and regulations to be observed by employees; which policies and regulations shall not be contrary to any provisions of this Agreement. Such policies and regulations or amendments thereto, shall be communicated in writing to the Shop Stewards and the Union.
- 3.02 The Board shall always have the right to hire, discipline, demote, promote and discharge employees for proper cause, subject to this Agreement and to retire employees in conformity with the Municipal Superannuation Act.

ARTICLE 4 - UNION SECURITY

- 4.01 All employees must become members of the Union in good standing in accordance with its Constitution and By-laws and, as a condition of employment, maintain their membership in the Union.
- 4.02 The following personnel shall be excluded from the Collective Agreement:
- Superintendent of Schools
  - Assistant Superintendent of Schools
  - Board Secretary-Treasurer
  - Assistant Secretary-Treasurer
  - Secretary to the Superintendent
  - Secretary to the Board Secretary-Treasurer
  - Accountant
- 4.03 It is further agreed that all employees within the bargaining unit shall give an assignment for a deduction of an amount equivalent to monthly dues payable by a Union member. These deductions will be forwarded by the Board to the Union office.

ARTICLE 4 - UNION SECURITY cont'd.

- 4.04 The Board agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Checkoff.

New employees shall be presented with a copy of the Agreement by the Board and with the name and telephone number of the shop steward on commencement of employment.

ARTICLE 5 - LIAISON COMMITTEE

- 5.01 A Liaison Committee, consisting of three (3) representatives of the Union, and three (3) representatives of the Board, shall be formed to attempt to resolve issues arising from the interpretation of this Agreement. The Union representatives shall be the shop stewards elect.

ARTICLE 6 - APPOINTMENTS, PROMOTIONS, TRANSFERS & DISMISSALS

- 6.01 Notwithstanding anything to the contrary contained in this Agreement, it is agreed that all regular employees are hired on sixty-five (65) of the employees' working days' probation. During the probationary period no seniority rights will be recognized, and an employee may be transferred, laid off or terminated for reasonable cause. Upon successful completion of the probationary period, however, the employee shall be entitled to seniority from the day on which he entered the service of the Board.
- 6.02 Seniority is length of service with the Employer dated from the day on which he entered the service with the Board.
- 6.03 When any vacancies in permanent positions occur or new positions of more than three (3) months' duration (with the exception of vacancies resulting from maternity leave within the limits of the Employment Standards Act) are created, copies of a notice giving full particulars of the vacancies or new position shall be posted throughout all departments and on union notice boards within the bargaining unit at least five (5) working days prior to public advertisement. It is understood that the Board may fill such vacancies on a temporary basis, pending the results of the competition process, including the filling of any vacancies caused by the promotion or transfer of the successful employee.

ARTICLE 6 - APPOINTMENTS, PROMOTIONS, TRANSFERS, DISMIS. cont'd.

Within ten (10) working days of becoming aware of a vacancy occurring, the Board will make the posting or provide written reasons to the Union for the delay.

- 6.04 When filling vacancies or new positions, the qualifications of the applicant shall be given first consideration and, if there is any choice to be made between two or more applicants who have relatively equal qualifications in the judgment of the Employer, the applicant having the greater seniority shall have preference. For the purpose of this clause seniority shall be bargaining unit-wide. Where an employee is promoted to a higher-paid position, ~~he shall be~~ <sup>he shall be</sup> ~~considered to be on trial for sixty (60) days during which time the employee may request to be, or the Board may require that he be, reverted to his former position and rate of pay.~~ <sup>diff dept</sup>
- 6.05 The Union shall be notified of all regular appointments, hirings, layoffs, rehiring and terminations of employment. In the case of a suspension or dismissal, both the employee and the Union shall be advised promptly in writing, of the reason for such suspension or dismissal.
- 6.06 In cases of promotion requiring higher qualifications or certification, the Board may give consideration to employees who do not possess the required formal qualifications, but who are preparing for qualification, prior to filling a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time, as mutually agreed upon between the parties to this Agreement, and to revert to their former positions if the required qualifications are not met within such time.
- 6.07 The Board agrees to contribute towards the cost of courses of instruction required and approved by the Board for any employee, which will improve his qualifications for his position, and the amount of contribution to be at the Board's discretion and payment to be made upon successful completion of the course.

ARTICLE 7 - LAYOFF AND REHIRING

- 7.01 In the event of a layoff, employees shall be laid off in the reverse order of their seniority, within the bargaining unit. An employee subject to layoff may bump any employee with less seniority, provided the employee exercising the right is qualified to perform the work.

ARTICLE 7 - LAYOFF AND REHIRING cont'd.

Employees shall be recalled in the order of their seniority provided they are qualified to perform the work. Two (2) weeks' notice of recall will be given. It shall be a laid-off employee's responsibility to keep the Board advised of his current mailing address. Laid off employees shall retain seniority rights for a period of nine (9) months.

New employees shall not be hired until those qualified employees laid off have been recalled.

A reduction of four (4) or more hours per week in the hours of work shall be considered a layoff.

- 7.02 Employees laid off shall be given one (1) month's notice or pay in lieu of notice. This clause shall not apply to casual employees, to temporary layoffs, to layoffs caused by inclement weather, normal seasonal layoffs or the normal summer layoff of ten-month employees.
- 7.03 Employees laid off due to a reduction in staff and who fail to return to work after being notified by registered mail to do so, shall be considered out of service and forfeit all seniority rights, unless through sickness or any other just cause agreed upon by the Board and the Union.
- 7.04 A regular employee may be dismissed only on authority of the Board. The Supervisor may suspend an employee, but will immediately report such action to the Board. Such employee and the Union shall be advised promptly, in writing, of the reason for the suspension or dismissal.

ARTICLE 8 - RECLASSIFICATION AND ADJUSTMENT

- 8.01 Thirty (30) days before the introduction of any significant changes or methods of operation which affect wage rates or work loads, the Board will notify the Union of the proposed changes. Any change shall only be made after the matter has been dealt with by the Liaison Committee, as per Article 5 of this Agreement.
- 8.02 When duties in any classification are substantially changed, or when a new position is created, the rate of pay shall be subject to negotiation between the Board 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 arbitration in accordance with Article 23 of this Agreement. The new rate shall become retroactive to the date the new responsibilities of the position were assumed.

ARTICLE 9 - CORRESPONDENCE

9.01 All and any correspondence between the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from the Secretary-Treasurer of the Board and the Board's Bargaining Agent and the Business Manager and Shop Stewards of the Union.

ARTICLE 10 - HOURS OF WORK AND REST PERIODS

10.01 Clerical Employees

Full-time employment shall be seven (7) hours per day, thirty-five (35) hours per week. The seven (7) hours shall be continuous, excluding lunch period, between the hours of 7:30 a.m. and 5:00 p.m.; Monday to Friday.

10.02 Non-Clerical Employees - working day shift

Full-time employment shall be eight (8) hours per day, forty (40) hours per week. The eight (8) hours shall be continuous (excluding a lunch period between 12:00 and 1:00), between the hours of 7:00 a.m. and 5:00 p.m.; Monday to Friday.

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

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

10:03 Afternoon Shift

Any eight (8) consecutive hours, excluding one-half (1/2) hour mealtime, between 2:00 p.m. and 1:00 a.m. will constitute the afternoon shift.

10:04 The Employer will make every reasonable effort to employ people for at least twenty (20) hours per week. When possible this will be achieved by combining jobs provided there are no additional costs to the Employer.

10.05 Rest Periods

A rest period of fifteen (15) minutes shall be granted to all employees approximately midway between each half shift.



ARTICLE 10 - HOURS OF WORK AND REST PERIODS cont'd.

10.06 Shift Differential

Employees on afternoon shift shall be paid fifty cents (50¢) per hour for each hour worked, in addition to their regular pay, between the hours of 2:00 p.m. and 1:00 a.m.

ARTICLE 11 - SICK LEAVE BANK

11.01 A sick leave bank shall be established to provide paid sick leave for those employees who have insufficient credits to cover their sick leave needs.

All credits in the bank shall be contributed by the employees.

Employees shall initially contribute two (2) days' personal sick leave credits to establish the bank.

Upon the bank falling to sixty (60) days, employees shall contribute one (1) day of personal sick leave credit.

Employees shall be required to have at least one (1) year on the seniority list before being entitled to participate in the sick leave bank.

The Liaison Committee shall administer the bank. Applications for withdrawals from the bank shall be made to the Secretary-Treasurer of the Board and forwarded to the committee for approval. Any withdrawal from the bank shall require the consent of both the Union and the Board Liaison members.

Applications for bank sick leave credits shall only be considered where an employee is incapable of performing his duties as a result of lengthy illness or injury and is under the care of a physician.

ARTICLE 12 - OVERTIME

12.01 Employees will be paid overtime provided same is authorized, as follows:

- (i) All work in excess of regular hours shall be paid for at time and one-half (1 1/2) the regular hourly rate for the first three (3) hours and double (2) time thereafter.
- (ii) On the first day of rest, time and one-half (1 1/2) the regular hourly rate for the first three (3) hours and double (2) time thereafter.
- (iii) On subsequent days of rest double (2) the regular rate for all hours worked

12.02 Any employee called to work outside of the employee's normal working hours, shall be paid a minimum of two (2) hours at the applicable rate as provided above, or at overtime rates for the actual hours worked, whichever is greater.

12.03 Where a regular part-time employee is required to work an extension of the regular shift, the employee shall be paid at the applicable rate for the actual hours worked, up to seven (7) or eight (8) hours as applicable and overtime thereafter.

12.04 At the option of the employee, overtime payment may be converted to hours at the applicable rate and banked for subsequent utilization as time off.

- a. The overtime rate to be paid for all overtime, or
- b. Straight time to be paid for all overtime hours worked and the overtime premium banked for subsequent utilization as time off, or
- c. All overtime to be converted to banked hours at the prevailing rate, and banked for subsequent utilization as time off.

This option shall be exercised at the beginning of each calendar year.

ARTICLE 12 - OVERTIME cont'd.

Banked overtime may be taken at times mutually agreed between the Board and the employee except that a maximum of only five (5) days may be added to vacation unless otherwise agreed. No employee may bank more than ten (10) days at any one time. Banked overtime not taken by December 31 shall be paid out in money. Overtime, leave or cash payout shall be at the rate of pay in effect at the time the overtime was earned.

ARTICLE 13 - WAGES AND SALARIES.

- 13.01 Effective October 1, 1983, the employer shall pay employees wages in accordance with the Wage Schedule on a four (4) weekly basis with an advance in the second week. Pay days shall be Fridays. At the end of each pay period each employee shall be provided with an itemized statement of his wages and deductions.
- 13.02 Salaries, wages and classifications of personnel shall be in accordance with the schedules attached to this Agreement. The indication of a job and accompanying wage rate in the Wage Schedule shall not bind the Board to create or fill any job.
- 13.03 Upon giving five (5) days' notice, an employee shall receive his vacation pay at least two (2) banking days prior to proceeding on vacation provided that the vacation period is at least one (1) week in duration.

ARTICLE 14 - STATUTORY HOLIDAYS

- 14.01 The following days shall be observed as holidays and shall be paid at the regular pay rate of the employee. When a holiday falls on a Saturday or Sunday, a day mutually agreed upon by the Board and the Shop Stewards shall be observed as the holiday. When a holiday falls on a day declared as a school day by the Ministry of Education, a day when school is not in session (as agreed upon by the Board and Shop Stewards) shall be observed as the holiday:

New Year's Day	Victoria Day	Thanksgiving Day
Good Friday	Dominion Day	Remembrance Day
Easter Monday (or the	B.C. Day	Christmas Day
Monday during the	Labour Day	Boxing Day
school spring vacation)		

and/or any other public holiday proclaimed by the Federal or Provincial Government.

ARTICLE 14 - STATUTORY HOLIDAYS cont'd.

- 14.02 Should a Statutory Holiday fall on an employee's day or days of rest, the following day shall be observed as the Statutory Holiday.
- 14.03 Should an employee be required to work on a Statutory Holiday, the employee shall receive double (2) time in addition to his holiday pay.
- 14.04 Employees who do not normally work during the summer shall be paid for holidays which fall during the summer, on their return to work in September.

ARTICLE 15 - VACATIONS

- 15.01 Annual vacations shall be granted as follows:
  - a. Regular full-time employees who will not have completed one (1) year of continuous service by October 1: one and one-quarter (1 1/4) work days off for each completed month of service to October 1 (to a maximum of fifteen (15) work days), with pay at the rate of six percent (6%) of earnings to October 1.
  - b. Regular full-time employees with one (1) or more years of continuous service as of October 1: fifteen (15) work days off at the employee's regular rate of pay.
  - c. Regular full-time employees with seven (7) years of continuous service to October 1: twenty (20) work days off at the employee's regular rate of pay.
  - d. Regular full-time employees with fifteen (15) years of continuous service to October 1: twenty-five (25) work days off at the employee's regular rate of pay.
  - e. Regular full-time employees with twenty-three (23) years of continuous service to October 1: thirty (30) work days off at the employee's regular rate of pay.
- 15.02 Effective October 1, 1980 regular part-time employees shall be paid vacation pay as follows:
  - a. With less than seven (7) years' continuous service: 6% of annual earnings
  - b. With more than seven (7) years' continuous service: 8% of annual earnings

ARTICLE 15 - VACATIONS cont'd.

- c. With more than fifteen (15) years' continuous service: 10% of annual earnings
  - d. With more than twenty-three (23) years' continuous service: 12% of annual earnings.
- 15.03 Employees may make application for specific vacation periods, but vacations will be taken at a time most convenient to the operation of the school district.
- 15.04 Vacation time shall not be cumulative from year to year.
- 15.05 If a statutory or declared holiday falls on or is observed during a regular employee's vacation period, he shall be granted an additional day's vacation for such holiday in addition to his regular vacation.

ARTICLE 16 - SICK LEAVE

- 16.01 After the completion of the probationary period, sick leave on the basis of one and one-half (1 1/2) days per month shall be earned as from commencement of employment. Unused sick leave may accrue to a total of two hundred (200) days, in the manner following: that where, in any one year, the employee has not used sick leave or only a portion thereof, he shall be entitled to accrue the unused portion of such sick leave for his future benefit.
- 16.02 An employee may, at the option of the Board, be required to produce a medical certificate for any illness.
- 16.03 Any employee shall be advised, on application, of the amount of sick leave accrued to his credit.
- 16.04 Employees with accrued sick leave at the signing of this Agreement will retain such sick leave credit and further sick leave credit will be accrued as set out above.
- 16.05 Sick leave credits for regular part-time employees shall be on a pro-rata basis consistent with the time regularly employed each week.

ARTICLE 16 - SICK LEAVE cont'd.

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

16.07 All sick leave credits are cancelled upon termination of employment.

16.08 For Accidents Covered by Workers' Compensation

Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over, to the Board, any monies paid or payable to them by the Workers' Compensation Board, and upon so doing will receive full pay up to the value of the accumulated sick leave.

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

16.09 Where full-time employees regularly employed on the day shift are unable to arrange medical or dental appointments out of working hours, they shall be granted reasonable time off with pay to attend such appointments. Paid leave of absence will be granted for out-of-town medical or dental appointments only where such appointments are as a result of a referral by a local qualified medical or dental practitioner. Absences of one-half (1/2) day or more shall be deducted from the employee's sick leave credits.

16.10 An employee shall be entitled to leave to transport his spouse, parent, child, sibling, ward, guardian or parent-in-law, for non-elective special medical care when that care is not available in Revelstoke. This leave may not exceed six (6) days total in a school year. Such leave is to be deducted from the employee's sick leave credits or if no credits are available the leave will be without pay.

ARTICLE 17 - OTHER LEAVES OF ABSENCE

17.01 General Leave

The Board may grant leave of absence with or without pay or by sick leave deduction and without loss of seniority to employees requesting leave for good cause. Requests for such leave shall be submitted in writing by the employee and approved by the Board. Such leave shall not be unreasonably withheld.

ARTICLE 17 - OTHER LEAVES OF ABENCE cont'd.

17.02 Paternal Leave

a. Maternity Leave

i. Short Term

Maternity leave without pay and without loss of seniority shall be granted by the Board in accordance with the provisions of the Employment Standards Act.

ii. Long Term

Maternity leave for a period of time in excess of the provisions of the Employment Standards Act and up to eighteen (18) months may be granted subject to the following conditions:

1. Only employees having (3) continuous years' service in the district effective June 30 of the year leave is requested are eligible to apply.
2. A maximum of two (2) employees per school year shall be granted such leave. Selection will be on a first-come, first-served basis.
3. Employees granted such leave shall re-enter active employment in the September immediately following the period of leave granted by the Board unless an earlier return is agreed to by the Secretary-Treasurer and is in the mutual interest of the employee and the Board.
4. Employees granted such leave shall notify the Secretary-Treasurer in writing by April 15 prior to the September of re-entry of their intent to return to active employment with the Board. Provisions of Article 7.03 shall be applied where an employee fails to notify the Board by this date.
5. Employees shall not lose the seniority accrued up to the date of commencement of leave.

ARTICLE 17 - OTHER LEAVES OF ABSENCE cont'd.

6. Employees granted this leave may continue to pay for benefits through the Board where this is acceptable to the carrier.
7. Mothers of adopted children are eligible for this leave effective the date legal guardianship is assumed.

17.03 Adoption Leave

Where an employee is legally adopting a child or children and leave is required for travel purposes or other reasons in connection with the adoption, leave with pay up to a maximum of five (5) days may be approved by the Secretary-Treasurer.

17.04 Union Business

The Board agrees that where permission is granted, representatives of the Union may leave their employment temporarily in order to carry out negotiations for a renewal of this Agreement or process grievances with the Board and they shall suffer no loss of pay for the time so spent.

17.05 Bereavement Leave

Upon written request employees shall be granted up to five (5) regularly scheduled work days off, without loss of pay in the case of the death of a parent, wife, husband, brother, sister, child, grandparent, grandparent-in-law, mother-in-law, father-in-law, brother-in-law or sister-in-law.

In the case of the death of the employee's spouse, parent, sibling, ward, guardian or parent-in-law, an employee may receive up to a maximum of five (5) additional days where necessary. Such leave shall be deducted from the employee's sick leave credits or, if no credits are available, the leave shall be without pay.

17.06 Jury Duty

The Board shall pay an employee who is called to serve as juror the difference between his normal earnings and the payment received as juror. The employee will present proof of service and the amount received. Employees are expected to return to work if not called when working the day shift.



ARTICLE 17 - OTHER LEAVES OF ABSENCE cont'd.

- 17.07 Employees may be granted one-half (1/2) day leave, without loss of pay, to attend a funeral as a pallbearer.
- 17.08 Male employees shall be entitled to special leave of up to one (1) day, without loss of pay, for the birth of their child.

ARTICLE 18 - DENTAL PLAN & M.S.A.

- 18.01 The Board shall pay 75% of the cost of premiums for the CU & C Okanagan Non-Teaching Employees' Dental Plan for eligible employees. Participation in the Plan is a condition of employment for all eligible employees engaged after January 1972.
- 18.02 The Board shall pay 75% of the cost of premiums of the B.C. Medical Plan and the Okanagan Non-Teaching Employees' Extended Health Plan for eligible employees and their dependents. In the case of extended illness, the Board shall pay the full cost to a maximum of one (1) year after sick leave credits are exhausted. Participation in the Extended Health Plan shall be a condition of employment for all employees engaged after July 1, 1980.
- 18.03 Regular employees who are employed on a half-time basis or more shall be eligible to all benefits provided by this Agreement as the conditions of the benefit contracts will permit or as specifically provided in benefit clauses, provided however that incumbent employees who are employed less than half-time shall not incur any loss in benefits only because of the introduction of this clause.

ARTICLE 19 - SUPERANNUATION

- 19.01 All eligible employees shall participate in and be covered by the provisions of the Municipal Superannuation Act.
- 19.02 Retirement age for employees shall be in accordance with the provisions of the Municipal Superannuation Act.

ARTICLE 20 - ACCOMMODATION & COMMUTING

20.01 Reasonable expenses will be paid by the Board where employees are required to work out of town, provided the employee produces paid receipts for such expenses and for appropriate accommodation.

20.02 When an employee is required by the Board to supply his own transportation on school board business, the mileage allowance shall be paid at the same rate as paid to trustees on School Board business. All mileage allowances shall be subject to prior authorization by the Board. Clerical staff required to supply their own transportation, under the provisions of this clause, shall receive a minimum allowance of five dollars (\$5.00) per month.

20.03 When school bus drivers are required on weekends to transport students, drivers for this extra duty will be rotated and will be paid at overtime rates, providing the driver is qualified to operate the equipment used.

Should a driver refuse to take a weekend trip he shall lose his place on the rotation list and be placed at the bottom of the list. For the purpose of this clause, a weekend trip shall be deemed to mean any trip that extends into the time after school hours or on a Friday evening or on a Saturday or Sunday, regardless of when it commenced. Any disagreement as to the hours worked by bus drivers will be reviewed by the Liaison Committee for a decision.

ARTICLE 21 - GROUP LIFE INSURANCE

21.01 Every eligible employee appointed to the permanent staff shall participate in the Group Life Insurance Plan. The Board will pay 60% of the cost of this coverage, the employees the other 40%.

ARTICLE 22 - PRESENT CONDITIONS, BENEFITS & GENERAL WELFARE

22.01 When an employee relieves in a higher-rated position, the employee shall be paid at the higher rate of pay for the entire period he works in the higher-rated position.

22.02 The Board shall provide and maintain protective clothing where required.

ARTICLE 23 - GRIEVANCES

23.01 In the event that any difference arises between the parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any differences arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable; such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

Step 1: Such difference or grievance shall be reduced to writing and taken up by the employee and a representative of the Union with the employee's Department Head within five (5) working days of such difference or grievance arising.

Step 2: If such difference or grievance is not settled within two (2) working days, the grievance shall be submitted by the employee's Department Head to the Secretary-Treasurer of the Board.

Step 3: Should the Secretary-Treasurer of the Board be unable to effect a settlement within seven (7) working days of receipt of such grievance, it shall be submitted to the Grievance Committee of the Board and a Grievance Committee of the Union. Both committees shall be equal in numbers. Each committee shall, if it so desires, have its advisors in attendance when meetings are called. Failing settlement within fourteen (14) days by the two committees, a Board of Arbitration shall be formed to hear the grievance and either party shall notify the other in writing of the question(s) to be arbitrated.

23.02 Any grievance not settled as herein before stated, shall be placed before an Arbitration Board composed of an appointee from the Union and an appointee from the Board. The two (2) members so appointed shall select a third member who shall be Chairman, but should they not do so within five (5) days, then either party may apply to the Labour Relations Board to appoint a person to be Chairman.

23.03 The award of the Arbitration Board shall be final and binding upon both parties. Any disagreement with the meaning of an award shall be clarified by the Chairman of the Board.


ARTICLE 23 - GRIEVANCES cont'd.

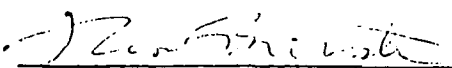
- 23.04 The time limits fixed by this procedure may be extended by consent of the parties to this Agreement.
- 23.05 Each party shall pay the costs of the arbitrator it appoints; one-half (1/2) of the costs of the chairman and one-half (1/2) the costs of any expenses of the Board for clerical work, supplies and rents, etc.

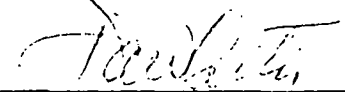
SIGNED AND SEALED this 23<sup>rd</sup> day of SEPTEMBER, 1983.

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 19 (REVELSTOKE)

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 882B

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary-Treasurer

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
OLRC Bargaining Agent

  
\_\_\_\_\_  
Union Bargaining Agent

SCHOOL DISTRICT NO. 19 (REVELSTOKE)

WAGE SCHEDULE

October 1, 1983  
Hourly Rates

<u>Classification</u>	
Custodian:	
Basic	\$11.29
In-Charge (additional)	.18
Supervising (per man)	.10
Operations Foreman	15.57
Qualified Tradesman	13.80
Maintenance Shop Coordinator	12.64
Maintenance Man	12.33
Bus Driver	12.33
Groundsman	11.51
Labourer	11.12
Students	7.57

NOTE:

The Board will provide smocks as required in each office for the protection of clerical employees' clothing.

SCHOOL DISTRICT NO. 19 (REVELSTOKE)

WAGE SCHEDULE - Cont'd.

Clerical Categories

1. Teacher Aide
2. Special Aide  
Special Service Attendant  
ESL Aide
3. Clerk Typist - R.S.S.  
Clerk Typist 1 - R.S.S.  
Library Clerks - Elementary
4. Bookkeeper-Typist - R.S.S.  
Library Assistant - R.S.S.  
Resource Centre Typist
5. A.C.E. Coordinator  
Lab Assistant
6. Elementary School Secretary  
Maintenance/Special Services Secretary  
Receptionist/Secretary - Board Office
7. Payroll  
Secretary to Principal - R.S.S.

<u>Classification</u>	<u>Experience</u>	<u>October 1, 1983 Hourly Rates</u>
1	Start	\$9.42
2	Start	9.42
	12 Months	9.75
3	Start	9.75
	12 Months	10.07
4	Start	9.87
	12 Months	10.19
	24 Months	10.50
5	Start	10.15
	12 Months	10.47
	24 Months	10.79
6	Start	10.54
	12 Months	10.86
	24 Months	11.18
7	Start	11.05
	12 Months	11.36
	24 Months	11.68

LETTER OF UNDERSTANDING

BETWEEN

THE BRITISH COLUMBIA SCHOOL TRUSTEES ASSOCIATION  
(OKANAGAN LABOUR RELATIONS COUNCIL) ACCREDITED  
FOR AND REPRESENTING:

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 19 (REVELSTOKE)

AND


THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 882B

The parties hereby agree that regular employees employed for less than twelve (12) months per year who receive vacation pay instead of annual vacations shall be paid such vacation pay in one sum as follows:

Vacation pay accrued to the end of the pay period containing November 23 shall be paid two (2) weeks after the end of that pay period.

SIGNED this 23rd day of SEPTEMBER , 1983.

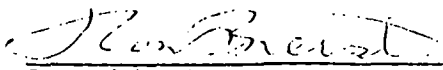
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 19  
(REVELSTOKE)

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Secretary-Treasurer

  
\_\_\_\_\_  
OLRC Bargaining Agent

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 882B

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Union Bargaining Agent

LETTER OF UNDERSTANDING

BETWEEN

THE BRITISH COLUMBIA SCHOOL TRUSTEES ASSOCIATION  
(OKANAGAN LABOUR RELATIONS COUNCIL) ACCREDITED  
FOR AND REPRESENTING:

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 19 (REVELSTOKE)

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 882B


The parties hereby agree that all provisions of the Collective Agreement save and except hours of work (Article 10) and overtime (Article 12) shall apply to the position of Activities Coordinator.


The Activities Coordinator shall perform his/her duties at such times as are necessary for the proper functioning of the position and shall be paid overtime for only those hours worked beyond an average of thirty-five (35) hours per week.

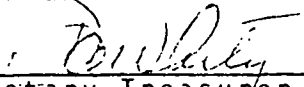
SIGNED this 23rd day of SEPTEMBER , 1983.

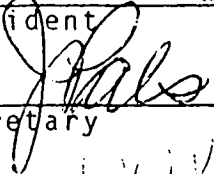
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 19  
(REVELSTOKE)

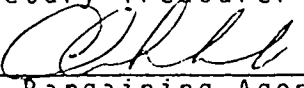
INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 882

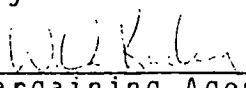
  
Chairman

  
President

  
Secretary-Treasurer

  
Secretary

  
OLRC Bargaining Agent

  
Union Bargaining Agent



LETTER OF UNDERSTANDING

BETWEEN

THE BRITISH COLUMBIA SCHOOL TRUSTEES ASSOCIATION  
(OKANAGAN LABOUR RELATIONS COUNCIL) ACCREDITED  
FOR AND REPRESENTING:

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 19 (REVELSTOKE)

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 882B

The parties hereby agree and understand that the BCSTA Non-Academic Group Insurance Plan referred to in clause 21.01 of the Collective Agreement shall mean the BCSTA Group Insurance Plan option having the benefits outlined below:

Group Life & A.D. & D. Insurance

Employees without dependents \$5,000

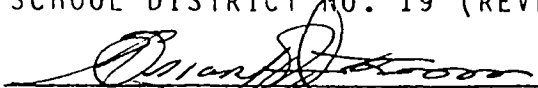
Employees with dependents 1 1/2 times annual basic wages raised to the next higher even multiple of \$500, subject to a minimum amount of \$10,000.

Employees with dependents are to be defined as:

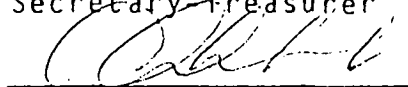
- a. Married employees
- b. Any other employee who could claim a dependent under the Income Tax Act.

SIGNED this 23rd day of SEPTEMBER, 1983.

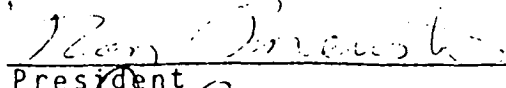
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 19 (REVELSTOKE)

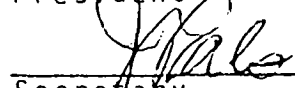
  
Chairman


  
Secretary

  
OLRC Bargaining Agent

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882B

  
President

  
Secretary

  
Union Bargaining Agent

LETTER OF UNDERSTANDING

BETWEEN

THE BRITISH COLUMBIA SCHOOL TRUSTEES ASSOCIATION  
(OKANAGAN LABOUR RELATIONS COUNCIL) ACCREDITED  
FOR AND REPRESENTING:

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 19 (REVELSTOKE)

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 882B

The parties hereby agree that the following rules shall be followed during the life of the Collective Agreement with regard to seniority rights under Articles 7 and 8.

1. A reduction of four (4) or more hours per week in the hours of work shall be considered a layoff.
2. An increase of four (4) or more hours per week in the hours of work shall be considered a layoff.
3. The Employer will not implement changes of increases or decreases in hours of work of less than four (4) per week.
4. Enrolment-Related Changes in Hours of Work
  - a. Official projections of enrolment and full-time equivalent staffing will be made by May 31, and auxiliary staff time allotments will be made on that basis for the following school year.
  - b. Layoffs and bumping resulting from the May enrolment and staffing projections shall be implemented at a meeting at the Board Office in June. The most senior office or school aide employee who is being laid off and all those junior to him/her shall be requested to attend the meeting. Any affected employee who is unable to attend this meeting must provide to the Secretary-Treasurer, in writing, prior to the meeting, a list of alternate choices - in order of preference. At the meeting, the most senior employee being laid off shall either (i) accept the layoff or (ii) bump a junior employee whose duties the bumping employee is qualified to perform. Employees who possess the necessary qualifications and seniority may bump into higher classifications provided that they do not require training.

- 4. c. Employees changing positions as a result of this process shall change positions at the start of the following school year.
- d. Where the actual enrolment or full-time equivalent staff at September 30 exceeds the projection, the auxiliary staff time allotment will be increased accordingly. The increased hours must be accepted by the incumbent.
- e. Where the actual enrolment or full-time equivalent staff at September 30 is less than the projection, the auxiliary staff time allotment will not be decreased during that school year unless one of the affected positions subsequently becomes vacant.

5. Other Layoffs

Where an employee has his/her hours of work reduced by four(4) or more hours per week in circumstances other than those described above, the employee will have three calendar days within which to notify the Secretary-Treasurer, in writing, of his/her decision either to (i) accept the layoff or reduction, or to (ii) bump a junior employee whose duties the bumping employee is qualified to perform. Employees who possess the necessary qualifications and seniority may bump into higher classifications provided that they do not require training.

6. Reclassifications

- a. Where the duties and responsibilities of a position are deliberately changed and the position is reclassified as a result, the position shall be posted in accordance with Article 6.03. The incumbent may bid for the position or bump a junior employee in a classification for which the employee is qualified without a requirement for training.
- b. Where a position is reclassified after a gradual change in responsibilities as a result of negotiation or arbitration under Article 8.02, the incumbent may accept the reclassification or bump a junior employee in a classification for which the employee is qualified without a requirement for training.

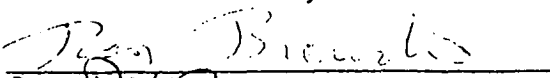
7. This letter on layoff and bumping shall not apply in the case of special aides including special service attendants, ESL aides and the A.C.E. Coordinator. These employees may not be bumped by other employees and shall have no bumping rights.

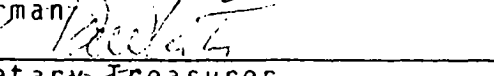
SIGNED this 23rd day of SEPTEMBER , 1983

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT 19 (REVELSTOKE)

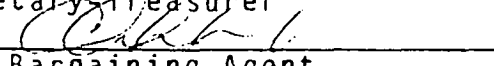
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882B

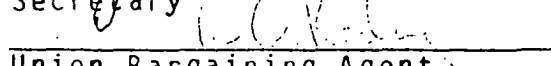
  
Chairman

  
President

  
Secretary-Treasurer

  
Secretary

  
OLRC Bargaining Agent

  
Union Bargaining Agent

1983-09-23

Mr. W. A. Kadey  
International Union of  
Operating Engineers, Local 882B  
Room 304, 433 Ledger Ave.  
BURNABY, B.C. V5G 3T3

Dear Mr. Kadey:

This will confirm that the Okanagan Non-Teaching Employees Extended Health Benefit Plan referred to in Article 18.02 at the present time provides the vision care option and the hospital co-insurance option in addition to the basic plan which is in effect in School District No. 19 (Revelstoke). The vision care option provides for payment of up to \$50 per 24 months for glasses and/or contact lenses. The hospital co-insurance pays the daily room charge for public or semi-private wards which is normally charged to the individual patient. Both of these options are, of course, subject to the annual \$25 overall deductible and are reimbursed at the rate of 80% in the same manner as all other services.

Yours truly,



Alan W. Akehurst  
Director of Labour Relations

AWA/bjo

1983- 09-23

Mr. W. A. Kadey  
International Union of  
Operating Engineers, Local 882B  
Room 304, 433 Ledger Ave.  
BURNABY, B.C. V5G 3T3

Dear Mr. Kadey:

This is to confirm that the CU & C Okanagan Non-Teaching Employees' Dental Plan referred to in Article 18.01 provides the following benefits:

80% Plan A (basic dental services)  
50% Plan B (crowns and bridges)  
50% Plan C (orthodontia)

There is no limit on Plans A and B but there is a \$750 lifetime limit per person on Plan C. Additionally, Plan C benefits are available immediately without any waiting period but Plan C payments also cease for orthodontia work at the time of termination of employment.

Yours truly,



A. W. Akehurst  
Director of Labour Relations

AWA/bjo  
cc: SD #19

1983-09-23

Mr. W. A. Kadey  
International Union of  
Operating Engineers  
Local 882B  
Room 304, 433 Ledger Ave.  
BURNABY, B.C.  
V5G 3T3

Dear Mr. Kadey:

Further to the undertaking given during negotiations for the current Collective Agreement, and as provided in the Memorandum of Agreement, this will confirm that the employer will prepare a brochure outlining the benefits currently available to employees including the terms of eligibility for the individual benefits.

Yours truly,



Alan W. Akehurst  
Director of Labour Relations

AWA/bjo

cc: SD #19

1983-09-23

Mr. W. A. Kadey  
International Union of  
Operating Engineers  
Local 882B  
Room 304, 433 Ledger Ave.  
BURNABY, B.C.  
V5G 3T3

Dear Mr. Kadey:

This letter is to confirm the undertaking given during negotiations that, notwithstanding the removal from the Collective Agreement of the \$0.18 per hour premium for heating papers, the incumbent custodians M. Tisdale and E. Sommer shall continue to receive such premium as long as they remain employed as custodians and retain the necessary qualifications.

Yours truly,



Alan W. Akehurst  
Director of Labour Relations

AWA/bjo

cc: SD #19  
Shop Stewards

LETTER OF UNDERSTANDING

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 19 (REVELSTOKE)

AND: THE INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 882.

THE PARTIES HEREBY AGREE THAT those employees with seniority with the Board at the time of union certification and who receive annual vacations shall be compensated for the following holiday entitlement, recognized upon retirement or resignation, as prescribed in the Collective Agreement current at that time:

George Olson	1 months holiday entitlement
Milton Tisdale	1 months holiday entitlement

Henry Bittner	9 months holiday entitlement
Egon Sommer	9 months holiday entitlement

Harold Rota	12 months holiday entitlement
-------------	-------------------------------

If an employee wishes to utilize this holiday entitlement (or part thereof) prior to separation, a bank of total holidays entitled to shall be created, calculated as entitlement as prescribed in the Collective Agreement current at that time.

This holiday bank may be carried over from year to year.

The employee may make application for specific vacation periods, but vacations will be taken at a time most convenient to the operation of the school district.



THE PARTIES FURTHER HEREBY AGREE THAT holiday entitlement for all employees is current up to October 1st, 1983.

SIGNED THIS 19 DAY OF October, 1983.

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 19 (REVELSTOKE)

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 882.

*[Signature]*

*Beverly M. [Signature]*

*[Signature]*

*A. D. [Signature]*

*Carol Sakamoto*

✓

MEMORANDUM OF AGREEMENT

BETWEEN

THE BRITISH COLUMBIA SCHOOL TRUSTEES ASSOCIATION  
(OKANAGAN LABOUR RELATIONS COUNCIL) ACCREDITED  
FOR AND REPRESENTING:

THE BOARD OF SCHOOL TRUSTEES OF:  
SCHOOL DISTRICT NO. 17 (PRINCETON)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900  
chartered by the Canadian Union of Public Employees  
and affiliated with the Canadian Labour Congress

The parties hereby agree to recommend without reservation the following terms of settlement for a renewed collective agreement:

1. All items not specifically referred to shall remain as in the previous 1980 - 82 collective agreement.
2. ARTICLE 3.02 - Sexual Harassment

Add a new Article 3.02 as follows:

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

3. ARTICLE 9.04 - Seniority During Absence (e)

Change "ten (10)" to "twelve (12)"

4. ARTICLE 9.09 - Continuation of Benefits

Add "extended health, dental and group life plans".

5. ARTICLE 9.10 - Bumping

Delete and replace with the following:

An employee whose position is subject to layoff or reduction of hours shall be entitled to bump a junior employee provided he is qualified to perform the duties of the position occupied by the junior employee. Full-time employees may bump any employee. Part-time employees may bump only part-time employees.

The employee shall exercise his bumping right within five (5) working days of receiving notice under 9.08 above. Where an employee declines to exercise

5. ARTICLE 9.10 - Bumping cont'd.

his right to bump, the right shall be forfeited for that layoff or reduction.

6. ARTICLE 13 - Termination, Discharge or Suspension

Delete and replace with:

(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) As in 1980 - 82 Agreement (SD #17/CUPE Local 900)

(c) Clearing of Records

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

(d) Access to Files

All employees shall have the right to review their personnel files in the presence of an Employer representative during regular office hours.

7. ARTICLE 14.07 - Shift Differential

Change "twenty-five cents (25¢)" to "forty cents (40¢)"

8. ARTICLE 18.09 - Accrued Sick Leave

Change "eighty (80)" to "one hundred (100)".

9. ARTICLE 18.11 - Sick Leave Bank

Add a new Article 18.11 as follows:

The Board shall establish a sick leave bank to provide paid sick leave for those employees who have insufficient credits to cover their sick leave needs. When the maximum is reached, deductions from the employee shall cease until the bank falls to fifty (50) days, at which time deductions shall recommence at one-quarter ( $\frac{1}{4}$ ) day per month until maximum is again reached.

A joint committee shall be established at the school district level to administer the bank for the school district. Applications for withdrawals from the bank shall be made to the secretary-treasurer of the board and forwarded to the committee for approval. Any withdrawal from the bank shall require the consent of both the Union and the Board.

An employee will be required to have at least one (1) year on the seniority list before being entitled to participate in the sick leave bank.

10. ARTICLE 19.02 - Union Conventions

Change "twenty-one (21)" to "thirty (30)".

11. ARTICLE 19.03 - Bereavement Leave

Change "three (3)" to "five (5) if necessary" and add "brother-in-law and sister-in-law" to list of relatives covered.

12. ARTICLE 19.08 - Paternity Leave

Add "An employee shall be granted necessary time 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."

13. ARTICLE 26 - Duration of Agreement

Amend to provide for new one-year agreement.

14. SCHEDULE "A"

a. Working Foreman Rate

Revise Working Foreman rate to \$14.27/hour.

b. Casual Labour Rate

Add new Casual Labour rate (Student Help Only) at \$8.90/hour

These rates shall be prior to the general wage increase.

15. LETTERS OF UNDERSTANDING

Renew existing letters of understanding except:

a. Delete letter re benefits overhaul

b. Replace letter re student rates with Local 523 letter on use of summer employment grants

16. ECONOMIC INCREASE

The economic increase shall be the same as that received by the employees covered by the 1982/83 collective agreement between the Okanagan School Boards and CUPE, Local 523, namely 42¢ per hour on all wage rates. The Employer will submit this settlement to the Compensation Stabilization Program Commission as allowable under the historical relationship part of the experience adjustment factor provided in the guidelines

In the event that Local 523 receives more than the above settlement from the Compensation Commissioner, employees covered by this agreement shall receive the same increase. Should part of the additional increase be taken in LTD, Dental or a revised clerical pay structure, the same changes in those benefits will be applied to Local 900 members.

17. ARTICLE 9.08 - Notice of Layoff

Change "fourteen (14)" to "thirty (30)".

SIGNED this 4<sup>th</sup> day of October, 1982.

ON BEHALF OF THE BOARD:



A. W. Akehurst

ON BEHALF OF THE UNION:



B. G. Thorsteinson

COLLECTIVE AGREEMENT

EFFECTIVE JULY 1, 1983 - JUNE 30, 1984

BETWEEN

THE BRITISH COLUMBIA SCHOOL TRUSTEES ASSOCIATION  
(OKANAGAN LABOUR RELATIONS COUNCIL) ACCREDITED  
FOR AND REPRESENTING:

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 17 (PRINCETON)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900  
CHARTERED BY THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND AFFILIATED WITH THE CANADIAN LABOUR CONGRESS

INDEX

<u>Article</u>	<u>Description</u>	<u>Page</u>
1	Definitions	1
2	Recognition and Negotiations	2
3	No Discrimination	3
4	Union Security	3
5	Checkoff of Union Dues	3
6	The Employer Shall Acquaint New Employees	4
7	Labour Management Negotiations	4
8	Labour Management Cooperation Committee	5
9	Seniority	5
10	Promotions and Staff Changes	7
11	Grievance Procedure	9
12	Arbitration	11
13	Termination, Discharge or Suspension	12
14	Hours of Work	12
15	Overtime	13
16	Statutory Holidays	14
17	Vacations	15
18	Sick Leave Provisions	16
19	Leave of Absence	18
20	Payment of Wages and Allowances	20
21	Joint Occupational Health and Safety Committee	21
22	Video Display Terminals	21
23	Benefits	22
24	General Conditions	23
25	Job Classification and Reclassification	24
26	Duration of Agreement	24

COLLECTIVE AGREEMENT

EFFECTIVE: July 1, 1983 to June 30, 1984

BETWEEN: The British Columbia School Trustees Association  
(Okanagan Labour Relations Council) Accredited  
For and Representing:

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 17 (PRINCETON)

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

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900  
chartered by the Canadian Union of Public Employees  
and affiliated with the Canadian Labour Congress

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

PREAMBLE

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

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 1: DEFINITIONS

1.01 Regular and Regular Part-Time Employees

Regular and regular part-time employees are those employees appointed to a permanent position who have successfully completed three (3) continuous months' service in a probationary capacity.



ARTICLE 1 - DEFINITIONS cont'd.

An employee's service for the purpose of this clause shall not be deemed to have been broken unless such employee is laid off for a period of over ten (10) working days.

Regular and regular part-time employees shall be entitled to all benefits provided by this Agreement from their date of hire as a probationary employee.

Regular part-time employees shall be entitled to benefits provided by this Agreement, if applicable, proportionate to time worked.

- 1.02 Subject to Article 9.02 and 9.03, probationary employees, or employees who are hired as relief or temporary employees shall only be entitled to the provisions of this Agreement relating to union security, rates of pay, hours of work, overtime, vacation and statutory holiday pay and those benefits required by statute.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 Recognition and Negotiations

The Employer, or anyone authorized to act on its behalf, recognizes the Union as the sole collective bargaining agent 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.

2.02 Employer's Rights

The Union recognizes the right 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 to any provisions of this Agreement.

The Employer shall always have the right to hire, assign, discipline, demote and discharge employees for proper cause subject to the provisions of this Agreement and the Union's right to institute grievance procedures.

2.03 No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer, or its representatives, which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - NO DISCRIMINATION

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

3.02 Sexual Harassment

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

ARTICLE 4 - UNION SECURITY

4.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his 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 his employment, become a member of the Union as a condition of his employment.

ARTICLE 5 - CHECKOFF OF UNION DUES

5.01 The Employer agrees to the compulsory checkoff of all Union dues as a condition of employment. Said dues shall be paid and deducted monthly and forwarded to the Union Secretary with a list of those paying dues, and the amount each pays.

ARTICLE 6 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

6.01 New Employees

The Employer agrees to acquaint new employees with the fact that an Agreement between the parties is in effect, and with the conditions of employment set out in Articles 4 and 5 dealing with Union Security and Dues Checkoff.

6.02 New employees shall be presented with a copy of the Agreement, a Union Membership Card and Union Dues Checkoff Card. The dues checkoff shall be signed and turned back to the Employer immediately. The Union membership card shall be signed and turned over to the Union Treasurer within thirty (30) days.

ARTICLE 7 - LABOUR MANAGEMENT NEGOTIATIONS

7.01 Bargaining Committee

A bargaining committee shall be appointed and consist of not more than three (3) members of the Employer, and not more than three (3) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the committee.

7.02 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.

7.03 Meeting of Committee

In the event of either party wishing to call a meeting of the committee, the meeting shall be held at a time and place fixed by mutual agreement; however, such meeting must be arranged not later than ten (10) working days after the request has been given.

7.04 Function of Bargaining Committee

All matters of mutual concern pertaining to new positions, changes in classification, rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the bargaining committee for discussion and settlement.

7.05 Time of Meetings

Any representative of the Union on this committee, as provided in Clause 7.01, or his alternate, 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 that the Department Head has prior notice.

ARTICLE 8 - LABOUR MANAGEMENT COOPERATION COMMITTEE

8.01 A Labour Management Cooperation Committee shall be set up under the Federal Ministry of Labour format with appropriate terms of reference. The committee shall consist of not more than three (3) representatives of the Union and not more than three (3) representatives of the Employer. The committee shall enjoy the full support of both parties to this Agreement in the interests of maximum service to the public.

ARTICLE 9 - SENIORITY

9.01 Seniority Defined

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

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

9.02 Seniority for New Employees

Newly hired employees shall be on a probationary basis for a period of three (3) months from date of hiring. During the probationary period employees shall be entitled to all rights and privileges of this Agreement or as otherwise provided, except with respect to discharge. The employment of such employees may be terminated at any time during this period of three (3) months. After completion of the probationary period, seniority shall be effective from the date the probationary period of employment commenced.

9.03 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. On being placed on the seniority list, temporary employees shall be deemed to be regular employees and shall be entitled to all rights and privileges of this Agreement, provisions of the benefit plans permitting.

The date of commencing work for seniority purposes shall be the 120th day, exclusive of Saturdays and Sundays, prior to the day on which the employee became eligible for inclusion on the seniority list.

ARTICLE 9 - SENIORITY cont'd.

9.04 Seniority During Absence

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

An employee shall lose his seniority in the event:

- (a) He is discharged for proper cause and is not reinstated;
- (b) He resigns;
- (c) He is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;
- (d) After a layoff, he fails to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- (e) An employee who is laid off shall not attain seniority recall rights if employed for less than three (3) months and if he is employed in excess of three (3) months he shall not retain seniority rights if he is laid off and not re-employed within twelve (12) months after layoff.

9.05 Seniority During Transfers to Supervisory Positions

If an employee is transferred to a supervisory position or any other position not covered by this Agreement and remains in such position beyond the prescribed trial period, he shall retain his seniority in the position from which he was transferred, provided that no one in the bargaining unit is bumped as a result of his return. In the event such employee does not complete the trial period, he may be returned to his previous position in the bargaining unit and any employee displaced by his return shall revert to his previous position. All employees in the above-mentioned category shall pay Union dues during the full trial period.

9.06 Layoff and Rehiring Procedure

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

ARTICLE 9 - SENIORITY cont'd

9.07 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 of all employes with the new Employer.

9.08 Notice of Layoff

In the event of a layoff, regular employees shall receive notice in writing thirty (30) days prior to the effective date of the layoff.

9.09 Continuation of Benefits

The Employer agrees to pay his share of the monthly premiums up to two (2) months of the medical, extended health, dental and group life plans for regular employees laid off. In the event of a longer layoff, employees so affected will be given the right to continue their coverage through direct payments, provided the plans permit such coverage.

9.10 Bumping

An employee whose position is subject to layoff or reduction of hours shall be entitled to bump a junior employee provided he is qualified to perform the duties of the position occupied by the junior employee. Full-time employees may bump any employee. Part-time employees may bump only part-time employees.

The employee shall exercise his bumping right within five (5) working days of receiving notice under 9.08 above. Where an employee declines to exercise his right to bump, the right shall be forfeited for that layoff or reduction.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 Job Postings

When a vacancy occurs for a position that is not a "relief position" or a "seasonal position" or when a new position is created, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, shops and on all bulletin boards for a minimum of seven (7) calendar days, in order that all members will know about the position and be able to make written applicatin thereof.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

Each job posting shall indicate that the position is open to both male and female applicants.

10.02 Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in service, and having the required qualifications, fitness and ability. The successful applicant shall be placed on probation for a period of three (3) months. Conditional on satisfactory service, such trial promotion shall become regular after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he shall be returned to his former position without loss of seniority or salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned in his former position without loss of seniority and salary.

10.03 Union Notification

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

10.04 Transfers

By mutual agreement between the parties to this Agreement, an employee may be transferred from one position to another in the same classification within the school district if it is considered he can better serve his Employer in the new position, or it is proven that a move will be beneficial to the employee.

10.05 Disabled Employee's Preference

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

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES cont'd.

10.06 Promotions Requiring Higher Qualifications

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

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 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.
- 11.02 The Employer shall recognize up to three (3) Shop Stewards appointed or otherwise selected by the Union bargaining unit, whose duties shall be to investigate and to attempt to settle disputes.
- 11.03 The Union shall notify the Employer in writing of the name of each Grievance Committee member and Shop Steward before the Employer shall be required to recognize him.
- 11.04 The Grievance Committee and Shop Stewards selected according to 11.01 and 11.02 hereof, shall not change so long as they remain employees or until their successors are chosen.
- 11.05 In order that the work of the Employer shall not be unreasonably interrupted, the Shop Steward shall not leave his work without obtaining permission of his supervisor, which permission shall be given within an hour.
- 11.06 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:



ARTICLE 11 - GRIEVANCE PROCEDURE cont'd.

- Step 1: The aggrieved employee(s) shall submit the grievance to the Shop Steward. Grievances shall be initiated with all dispatch but at all times within fifteen (15) days.
- Step 2: If the Union Grievance Committee considers the grievance to be justified the employee(s) concerned, together with his steward, shall first seek to settle the dispute with the appropriate department head, who shall render his decision within five (5) working days.
- Step 3: Failing agreement being reached in Step 2, application shall be made to the Secretary-Treasurer, or in his absence, his deputy, in writing, stating the grievance concerned and a decision shall be rendered within five (5) days.
- Step 4: Failing a satisfactory settlement being reached in Step 3, upon application the Union shall be granted a hearing at the next meeting of the Employer. Union to receive decision of the Employer within ten (10) days after the hearing.
- Step 5: Failing a satisfactory settlement being reached in Step 4, the Union may, on giving five (5) days' notice in writing to the Secretary-Treasurer of its intention, refer the dispute to arbitration.

- 11.07 Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 of this Article may be by-passed.
- 11.08 Replies to written grievances shall be in writing at all stages.
- 11.09 Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed, unless otherwise mutually agreed between the parties.
- 11.10 The Employer shall supply the necessary facilities for the grievance meetings.

## ARTICLE 12 - ARBITRATION

### 12.01 Composition of Board of Arbitration

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

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

### 12.02 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.

### 12.03 Decisions of the Board

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this agreement in any respect. Should the parties disagree as to the meaning of the decision either party may apply to the chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

### 12.04 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints.
- (b) One-half the fees and expenses of the Chairman.

### 12.05 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.

### 12.06 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - TERMINATION, DISCHARGE OR SUSPENSION

13.01 (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) An employee may be dismissed, suspended or otherwise disciplined only for just and reasonable cause. When an employee is discharged or suspended he shall be given the reason for such action in writing. The Union shall be advised promptly in writing of the reason for such action.

(ii) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11 (Grievance Procedure).

(c) Clearing of Records

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

(d) Access to Files

All employees shall have the right to review their personnel files in the presence of an Employer representative during regular office hours.

ARTICLE 14 - HOURS OF WORK

14.01 Other than Office Employees

The normal work week shall consist of five (5) eight (8) hour days from Monday to Friday inclusive.

14.02 Office Employees

The normal work week shall consist of five (5) seven (7) hour days from Monday to Friday inclusive.

ARTICLE 14 - HOURS OF WORK cont'd.

14.03 Notwithstanding any other provisions of this Agreement, those employees who of necessity regularly work on Saturday and Sunday shall have as rest days two (2) other consecutive days of the week. In such event, Saturday and Sunday shall be considered working days and overtime rates shall 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.

14.04 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.

14.05 Minimum Hours

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

14.06 Break Periods

All employees shall be permitted a fifteen (15) minute rest period during each half of a normal working day.

14.07 Shift Differential

(a) Where the majority of an employee's hours worked fall between 4 p.m. and midnight, he shall work only seven and one-half (7 1/2) hours but shall be paid for the full shift.

(b) Where the majority of an employee's hours worked fall between 12 midnight and 8 a.m., he shall receive an additional forty cents (40¢) per hour over his regular rate of pay for the full shift.

ARTICLE 15 - OVERTIME

15.01 All work in excess of eight (8) hours per day or forty (40) hours per week for other than clerical staff, and seven (7) hours per day or thirty-five (35) hours per week for clerical staff, shall be paid for at time and one-half (1 1/2) the regular hourly rate for the first two (2) hours and double (2) time thereafter.

ARTICLE 15 - OVERTIME cont'd.

for clerical staff, shall be paid for at time and one-half (1 1/2) the regular hourly rate for the first two (2) hours and double (2) time thereafter.

15.02 All hours worked on days of rest shall be paid for at time and one-half (1 1/2) the regular hourly rate for the first two (2) hours and double (2) time thereafter.

All hours worked on statutory holidays shall be paid for at double (2) time the regular hourly rate; such pay to be in addition to his regular pay for the holiday.

15.03 Any employee called to work in an emergency outside the employee's regular working hours, shall be paid a minimum of two (2) hours pay at the applicable overtime rate of pay, for the time worked.

15.04 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 types of operations and who are qualified to perform the available work.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 List of Statutory Holidays

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

New Year's Day	Dominion Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Queen's Birthday	Thanksgiving Day	

or any other day proclaimed by the Dominion or Provincial Government as a holiday, providing the employee works the working days immediately preceding and following such holiday, unless on sick leave, annual vacation, Workers' Compensation, or approved leave of absence.

16.02 Holidays on Non-Working Days

When any of the above holidays falls on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the Department Head concerned, but in all instances must be granted before the end of an employee's annual vacation.

ARTICLE 16 - STATUTORY HOLIDAYS cont'd.

16.03 Should schools be required to be in session on any statutory holiday, employees required to work on such a holiday will be granted an alternate day off in lieu of the statutory holiday worked. The alternate day off will be taken at a mutually acceptable time, but no later than the conclusion of the employee's next annual vacation period.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Employees covered by this Agreement, and having completed one year of service, shall have a vacation of three (3) weeks with pay; on completion of seven (7) years of service employees shall have an annual vacation of four (4) weeks with pay; after fifteen (15) years of service, five (5) weeks with pay; and after twenty (20) years of service, six (6) weeks with pay.

17.02 Preference in Vacations

All employees shall be granted during the month of July and August, their vacation and as far as possible the period preferred by the employee. By mutual agreement, vacation time may be arranged in any other month of the calendar year. However, in the event of conflict of vacation date preferences, the choice then shall be determined by seniority of service. Permission shall not be unreasonably withheld.

17.03 Less than One Year's Service

Any employee not having a year of service prior to the commencement of the vacation period shall be allowed vacation at the rate of four percent (4%) of his gross earnings.

17.04 Vacation Pay on Leaving Service

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

17.05 Holidays During Vacation

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

ARTICLE 17 - VACATIONS cont'd.

17.06 Vacation Pay for Part-Time Employees

For the purpose of determining vacations or vacation pay for regular employees on less than twelve (12) months a year of employment, one year shall be credited for every ten (10) months of employment. Payment shall be based on the following formula:

1 to 7 years' continuous service - 6% of annual earnings  
7 to 15 years' continuous service - 8% of annual earnings  
15 to 20 years' continuous service -10% of annual earnings  
Over 20 years' continuous service -12% of annual earnings

Employees not required by the Employer to work shall take leave with pay during the Christmas and spring break periods and on in-service days. Vacation pay as required above shall be reduced by the amount of such leave and the remainder shall be paid at the end of the school year.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

18.02 Amount of Sick Leave

Sick leave shall be granted to employees on the basis of one and one-half (1 1/2) days for every month of service.

18.03 In any one year where an employee has not had sick leave or only a portion thereof, he shall be entitled to an accrual of all the unused portion of sick leave for his future benefits to a maximum of one hundred and eighty (180) working days. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in 18.01.

18.04 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of

ARTICLE 18 - SICK LEAVE PROVISIONS cont'd.

such leave of absence, etc., he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or layoff.

18.05 Sick Leave Without Pay

Sick leave without pay of up to twelve (12) months shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. At the end of twelve (12) months an extension can only be granted upon review and by mutual agreement of the parties hereto.

18.06 Supplementation of Compensation

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive his regular pay from the Employer, and shall have deductions of that portion of the pay not paid by the Workers' Compensation Board made from his sick leave entitlement for each day the employee is entitled to Workers' Compensation, provided the employee has the requisite number of sick leave days left to his credit, provided further, that this section shall only apply to those employees who have completed the probationary period.

18.07 Proof of Illness

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

18.08 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, each employee shall receive a record from the Employer of his accumulated sick leave credit. An employee is to be advised on application of the amount of sick leave accrued to his credit.



ARTICLE 18 - SICK LEAVE PROVISIONS cont'd.

18.09 Accrued Sick Leave

Any employee having accrued sick leave to his credit shall, on retirement or resignation, after ten (10) years' continuous service, receive a salary grant in lieu thereof, equal to such credit, to a maximum of one-hundred (100) days. In the event of death, any accrued sick leave cash bonus shall be paid to his beneficiary, up to a maximum of one-hundred (100) days.

18.10 Illness in the Family

In the case of illness of an immediate member of the family of an employee where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying his supervisor, to use a maximum of three (3) accumulated sick leave days per illness for this purpose, to a maximum of five (5) days per year.

18.11 Sick Leave Bank

The Board shall establish a sick leave bank to provide paid sick leave for those employees who have insufficient credits to cover their sick leave needs. Employees shall contribute at the rate of one-quarter (1/4) day per month until the bank reaches a maximum of one-hundred (100) days. When the maximum is reached, deductions from the employee shall cease until the bank falls to fifty (50) days, at which time deductions shall recommence at one-quarter (1/4) day per month until maximum is again reached.

A joint committee shall be established at the School District to administer the bank for the School District. Applications for withdrawals from the bank shall be made to the Secretary-Treasurer of the Board and forwarded to the committee for approval. Any withdrawal from the bank shall require the consent of both the Union and the Board.

An employee will be required to have at least one (1) year on the seniority list before being entitled to participate in the sick leave bank.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 For Union Business

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

ARTICLE 19 - LEAVE OF ABSENCE cont'd.

19.02 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, to employees elected or appointed to represent the Union at Union conventions. Such time shall not exceed a total of thirty (30) working days in any one year. One week's notice shall be given to the Employer.

19.03 Bereavement Leave

An employee may be granted up to a maximum of five (5) regularly scheduled work days' leave, if necessary, without loss of salary or wages in the case of the death of a parent, wife, husband, sister, brother, child, grandparent, mother-in-law, father-in-law, brother-in-law and sister-in-law. Reasonable leave of absence shall be granted for travel and estate affairs without pay and without loss of seniority.

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

19.04 Jury Duty

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

19.05 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer provided adequate replacements are available.

19.06 Maternity Leave

Maternity leave shall be granted to an employee who becomes pregnant as per the provisions of the British Columbia Employment Standards Act.

19.07 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

ARTICLE 19 - LEAVE OF ABSENCE cont'd.

be granted leave of absence without pay and without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during his term of office.

19.08 Paternity Leave

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

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer shall pay salaries and wages semi-monthly in accordance with Schedule "A" attached hereto and forming part of this Agreement. Mid-month pay shall be an advance equal to approximately one-half (1/2) the employee's net monthly pay. On the last pay each month, employees shall be provided with an itemized statement of wages and deductions.

20.02 Vacation Pay

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

20.03 Pay During Temporary Transfers

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

When an employee is regularly assigned to a position paying a lower rate, his rate shall not be reduced.

20.04 Automobile Allowance

Employees required by the Employer to use their private automobile to carry out their duties shall be paid the mileage established for trustees.

20.05 Leadmen

Leadmen shall receive an additional ten percent (10%) above the highest rate supervised. However, an employee must be in charge of three (3) or more men. Leadmen must be designated by the Superintendent.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES cont'd.

20.06 Chief Custodian-In-Charge

Chief Custodian-In-Charge shall receive over his regular rate eighty-five cents (85¢) per hour, \$147.05 per month.

ARTICLE 21 - JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

21.01 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. A Joint Occupational Health and Safety Committee will be established and operated as outlined below:

- (a) Union representatives shall be employees at the work place appointed by the Union; the Employer representatives shall be appointed by the Employer.
- (b) The committee will function in accordance with the industrial Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committee shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (c) Employees who are representatives of the committee shall not suffer any loss of basic pay for the time attending a committee meeting.
- (d) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive cash or equivalent time off at straight time.

ARTICLE 22 - VIDEO DISPLAY TERMINALS

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

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

ARTICLE 22 - VIDEO DISPLAY TERMINALS cont'd.

- (b) Employees who are required to operate VDT's on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.
- (c)
  - (1) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
  - (2) 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.
  - (3) Where work reassignment in (2) 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:
  - (1) have adjustable keyboards and screens;
  - (2) meet radiation emission standards established by the Ministry of Labour.

ARTICLE 23 - BENEFITS

23.01 Medical Insurance

The Employer shall contribute seventy-five percent (75%) of the premiums of the recognized medical plan and extended health benefit plan (including vision care) for all regular employees. In the case of absence for illness the Employer's contribution will be paid for the period the employee is entitled to sick leave benefits. Thereafter, and for the full period of any other absence, the employee may pay the full premium through the Employer if he so desires, provided it is permissible under the plan.

ARTICLE 23 - BENEFITS cont'd.

23.02 Pension Plan

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

23.03 Clothing Allowance

Provided the parties mutually agree upon the type of clothing required on the job, all employees, upon becoming regular employees, shall receive a clothing allowance payable on December 31 of each year as follows:

(a) Non-Clerical - \$60.00 per year

(b) Clerical - \$40.00 per year

23.04 Group 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.

23.05 Present Conditions

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

23.06 Dental Plan

Regular and regular part-time employees shall participate in the mutually agreed dental plan with the Employer paying seventy-five percent (75%) of the premium.

ARTICLE 24 - GENERAL CONDITIONS

24.01 The Employer shall provide bulletin boards in suitable locations, upon which the Union may post notices of meetings and other notices of interest to employees.

24.02 Subcontracting

Without otherwise restricting the rights of the Employer pursuant to Article 1 of this Agreement, no regular or regular part-time employee shall suffer loss of employment only because of subcontracting by the Employer.

ARTICLE 24 - GENERAL CONDITIONS cont'd.

24.03 Fire Insurance

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

24.04 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.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 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 26 - DURATION OF AGREEMENT

26.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first day of July, 1983, and up to and including the thirtieth day of June, 1984, and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the Labour Code of British Columbia.

26.02 During the period of collective bargaining this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THESE PRESENTS:


This                 day of                                 , 1983.


ON BEHALF OF:


ON BEHALF OF:

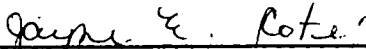
THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 17 (PRINCETON)


THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL NO. 900

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary-Treasurer

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
OLRC Bargaining Agent



SCHOOL DISTRICT NO. 17 (PRINCETON)

SCHEDULE "A"

<u>Classification</u>	<u>Scale of Wages</u> <u>Effective July 1, 1983</u>	
	<u>Monthly</u>	<u>Hourly</u>
Bus Driver	\$2,260	\$13.06
Custodian	1,846	10.67
Helper/Groundsman	1,846	10.67
Maintenance II	2,095	12.11
Maintenance I	2,429	14.04
Working Foreman	2,576	14.89
Casual Labour (Student Help Only)	1,646	9.52

Calculation of Overtime Rates

For the purpose of computing hourly overtime rates for monthly-rated employees, the monthly salary rate shall be divided by one hundred seventy-three (173) for a forty (40) hour week and one hundred fifty-two (152) for a thirty-five (35) hour week (this being the average number of hours worked per month, respectively), and multiplied by the overtime rate.

SCHOOL DISTRICT NO. 17 (PRINCETON)

SCHEDULE "A"

Scale of Wages  
Effective July 1, 1983

<u>Pay Grade No.</u>	<u>Title</u>	<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>
1	Monthly Hourly	\$1,332 8.76	\$1,362 8.96	\$1,393 9.16
2		1,378 9.06	1,408 9.26	1,438 9.46
3		1,423 9.36	1,454 9.56	1,484 9.76
4		1,469 9.66	1,499 9.86	1,530 10.06
5		1,514 9.96	1,545 10.16	1,575 10.36
6		1,560 10.26	1,590 10.46	1,621 10.66
7	Resource Centre Clerk Secondary School Secretary I	1,606 10.56	1,636 10.76	1,666 10.96
8		1,651 10.86	1,682 11.06	1,712 11.26
9	Elementary School Secretary Secondary School Secretary II	1,697 11.16	1,727 11.36	1,758 11.56
10		1,742 11.46	1,773 11.66	1,803 11.86
11	Board Office Secretary	1,788 11.76	1,818 11.96	1,849 12.16
12		1,834 12.06	1,864 12.26	1,894 12.46
13		1,879 12.36	1,910 12.56	1,940 12.76

The provisions of the BCSTA Okanagan Labour Relations Council/Local 523 CUPE Agreement, effective July 1, 1982 to June 30, 1984 with respect to Job Review Committee Maintenance Procedures (Letter of Understanding) shall apply to the parties to this agreement.

1983-

Mrs. Ruth Byrne, Secretary  
Canadian Union of Public Employees  
Local 900  
Box 663  
PRINCETON, B.C.

Dear Mrs. Byrne:

In keeping with the undertaking given during negotiations, notwithstanding the fact that he does not possess formal trades qualifications, the incumbent Mr. Archer shall be classified as Maintenance Man I (Qualified Tradesman).

Yours truly,



Alan W. Akehurst  
Director of Labour Relations

/bj0

LETTER OF UNDERSTANDING

BETWEEN

THE BRITISH COLUMBIA SCHOOL TRUSTEES ASSOCIATION  
(OKANAGAN LABOUR RELATIONS COUNCIL) ACCREDITED  
FOR AND REPRESENTING:

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 17 (PRINCETON)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900

The parties hereby agree and understand that the BCSTA Non-Academic Group Insurance Plan referred to in Clause 23.04 of the collective agreement shall mean the BCSTA Group Insurance Plan option having the benefits outlined below:

Group Life and A.D.& D. Insurance

Employees without dependents	\$5,000
Employees with dependents	1 1/2 times annual basic wages raised to the next higher even multiple of \$500, subject to a minimum amount of \$10,000.

Employees with dependents are to be defined as:

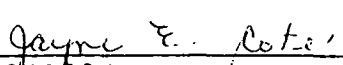
- a. Married employees
- b. Any other employee who could claim a dependent under the Income Tax Act.

SIGNED at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

FOR THE BOARD:

  
\_\_\_\_\_  
A. W. Akehurst

FOR THE UNION:

  
\_\_\_\_\_  
Jayme E. Rote  
Secretary

LETTER OF UNDERSTANDING

BETWEEN

THE BRITISH COLUMBIA SCHOOL TRUSTEES ASSOCIATION  
(OKANAGAN LABOUR RELATIONS COUNCIL) ACCREDITED  
FOR AND REPRESENTING:

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 17 (PRINCETON)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

Banked Overtime

The parties hereby agree that, notwithstanding the provisions of Article 15, employees shall be permitted to accumulate overtime leave credits in lieu of cash payment, such leave to be equal to the appropriate overtime cash rate.


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

This letter shall be valid for the life of this agreement and shall be administered in the following manner

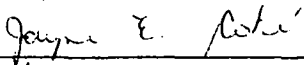
- a. Employees shall opt for money or time once per year in January, except that, with reasonable notice, an employee may convert banked overtime to cash once per year in conjunction with vacation.
- b. No employee may bank more than ten (10) days at any given time.
- c. Subject to Employer approval, otherwise no more than five (5) days overtime leave may be attached to vacation time.
- d. Banked overtime not taken by December 31 shall be paid out in cash.
- e. Overtime shall be paid (in time or cash) at the rate in effect at time of earning.

SIGNED at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

FOR THE BOARD:

  
\_\_\_\_\_  
A. W. Akehurst

FOR THE UNION:

  
\_\_\_\_\_  
Secretary

LETTER OF UNDERSTANDING

BETWEEN

THE BRITISH COLUMBIA SCHOOL TRUSTEES ASSOCIATION  
(OKANAGAN LABOUR RELATIONS COUNCIL) ACCREDITED  
FOR AND REPRESENTING:

THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 17 (PRINCETON)

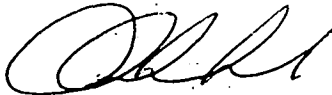
AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 900

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 (10) or eleven (11) 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".

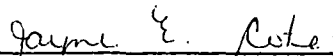
SIGNED at \_\_\_\_\_, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

FOR THE BOARD:



\_\_\_\_\_  
A. W. Akehurst

FOR THE UNION:



\_\_\_\_\_  
Secretary