

COLLECTIVE AGREEMENT
EFFECTIVE JULY 1. 1984 TO JUNE 30, 1986

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, 1984 TO JUNE 30, 1986

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 unit;

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, 1984, and up to and including the thirtieth day of June, 1986, 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.

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.

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.
- 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 AND 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 of more than three (3) months occur (except those resulting from maternity leave within the limits of the Employment Standards Act) or when new positions of more than three (3) months' duration 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 completion process, including the filling of any vacancies caused by the promotion or transfer of the successful employee.

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 or moves to a different department, he shall be 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.

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.

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

- 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, the Employer shall determine which positions are to be terminated or reduced in hours. An employee subject to layoff may bump any employee with less seniority, provided the employee exercising the right is qualified to perform the work.

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 twelve (12) 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.

- NB 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.

ARTICLE 7 - LAYOFF AND REHIRING cont'd.

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.

7.05 Upon being laid off, an employee shall have six (6) months in which to opt for recall rights or to resign.

Upon resignation, the employee shall be paid one (1) week's pay for each complete year of service up to a maximum of twenty (20) weeks' pay. Such payment shall be based on the employee's full-time equivalent accumulated service.

This option shall only be available to an employee who has been a regular employee for at least one (1) year and who has exhausted his bumping rights.

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.

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

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 shift.

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.

ARTICLE 11 - SICK LEAVE BANK cont'd.

11.01 cont'd.

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:

- a. 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 two (2) hours and double (2) time thereafter.
- b. On the first day of rest, time and one-half (1 1/2) the regular hourly rate for the first two (2) hours and double (2) time thereafter.
- c. 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.

12.04 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 The Employer shall pay employees every second Friday in accordance with the Wage Schedule on a four (4) weekly basis with an advance in the second week. 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 paid 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 Monday during the school spring vacation)	B.C. Day Labour Day	Christmas Day Boxing Day

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
 - 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.

ARTICLE 15 - VACATIONS cont'd.

- 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. For good and sufficient reasons, the Employer may grant vacation leave at times other than July and August.
- 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.
- 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.

ARTICLE 16 - SICK LEAVE cont'd.

16.08 cont'd.

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.

16.11 In the event of a serious illness of an immediate member of an employee's family where no one else is able to attend to the needs of the family member, an employee shall be entitled upon notifying his immediate supervisor to a maximum of three (3) accumulated sick leave days per illness to a maximum of six (6) days per year.

ARTICLE 17 - OTHER LEAVES OF ABSENCE

17.01 General Leave

The Board may grant leave of absence without pay 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.

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.

ARTICLE 17 - OTHER LEAVES OF ABSENCE cont'd.

17.02 Maternity Leave cont'd.

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 three (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.
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.

ARTICLE 17 - OTHER LEAVES OF ABSENCE cont'd.

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.

17.07 Employees may be granted one-half (1/2) day's 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.

ARTICLE 18 - DENTAL PLAN & M.S.A. cont'd.

- 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.

ARTICLE 23 - GRIEVANCES cont'd.

- 23.03 The award of the Arbitration Board shall be final and binding upon both parties. Any disagreement with the meaning of the award shall be clarified by the Chairman of the Board.
- 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 day of **MAR 14 1985** , 1984.

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

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882B

E. Wilkey

Chairman

Don Brewsh

President

[Signature]

Secretary-Treasurer

[Signature]

Secretary

[Signature]

OIRC Bargaining Agent

W.A. Kelsey

Union Bargaining Agent

SCHOOL DISTRICT NO. 19 (REVELSTOKE)

WAGE SCHEDULE

<u>Classification</u>	<u>July 1, 1984 Hourly Rate</u>	<u>July 1, 1985 Hourly Rate</u>
Custodian:		
Basic	\$11.29	\$11.63
In-Charge (additional)	.18	.18
Supervising. (per man)	.10	.10
Operations Foreman	16.17	16.66
Qualified Tradesman	13.80	14.21
Maintenance Shop Coordinator	12.64	13.02
Maintenance Man	12.33	12.70
Bus Driver	12.33	12.70
Groundsman	11.51	11.86
Labourer	11.12	11.45
Students	7.57	7.80

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 Clerk - Elementary
4. Bookkeeper-Typist - R.S.S.
Library Assistant - R.S.S.
Resource Centre Typist
Accounts Clerk
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>July 1, 1984 Hourly Rates</u>	<u>July 1, 1985 Hourly Rates</u>
1	Start	\$ 9.42	\$ 9.70
2	Start	9.42	9.70
	12 months	9.75	10.04
3	Start	9.75	10.04
	12 months	10.07	10.37
4	Start	9.87	10.17
	12 months	10.19	10.50
	24 months	10.50	10.82
5	Start	10.15	10.45
	12 months	10.47	10.78
	24 months	10.79	11.11
6	Start	10.54	10.86
	12 months	10.86	11.19
	24 months	11.18	11.52
7	Start	11.05	11.38
	12 months	11.36	11.70
	24 months	11.68	12.03

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 provisions 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 day of **MAR 14 1985**, 1984.

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

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882B

E. Wilkey

Chairman

Joe Brewster

President

[Signature]

Secretary-Treasurer

[Signature]

Secretary

[Signature]

OLRC Bargaining Agent

W.A. Kaden

Union Bargaining Agent

1984- -

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

1984- -

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,



Alan W. Akehurst
Director of Labour Relations

AWA/bjo

cc: SD #19

1984- -

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

cc: SD #19

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 day of ^{MAR 14 1985} , 1984.

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

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882B

E. Wilking

Chairman

Tom Brewster

President

Steve White

Secretary-Treasurer

J. Pals

Secretary

Oliver

OLRC Bargaining Agent

W. Q. Kady

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 day of MAR 14 1985 , 1984.

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

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882B

E. Wilkey

Chairman

Ron Brewster

President

[Signature]

Secretary-Treasurer

[Signature]

Secretary

[Signature]

OLRC Bargaining Agent

W.A. Kady

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

Seniority Rights

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 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.

Letter of Understanding re Seniority Rights cont'd.

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.

Letter of Understanding re Seniority Rights cont'd.

- 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 day of **MAR 14 1985** , 1984.

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

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882B

L. Wilkey

Chairman

Ken Orsted

President

DeWitt

Secretary-Treasurer

J. Pals

Secretary

[Signature]

OLRC Bargaining Agent

W. Q. Kady

Union Bargaining Agent

1984- -

Mr. W. A. Kadey
International Union of
Operating Engineers
Local 882B
Room 304, 433 Ledger Avenue
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

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 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 month's holiday entitlement
Milton Tisdale	1 month's 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 day of **MAR 14 1985** , 1984.

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

E. Wilkey

Chairman

DeWitty

Secretary-Treasurer

Call

OLRC Bargaining Agent

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882B

John Brewster

President

Wals

Secretary

W.O. Kahan

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 no regular employee shall be laid off because of the Employer contracting out work during the life of this Agreement.

This letter shall be applicable only for the duration of the present Agreement.

SIGNED this day of **MAR 14 1985** , 1984.

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

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 882B

E. Wilkey

Chairman

Tom Brewster

President

[Signature]

Secretary Treasurer

[Signature]

Secretary

[Signature]

OLRC Bargaining Agent

W.O. Keating

Union Bargaining Agent