

**RICHMOND INTERNATIONAL HIGH SCHOOL & COLLEGE /
RICHMOND INTERNATIONAL FACULTY AND STAFF ASSOCIATION
Collective Agreement September 1, 1995 - August 31, 1998**

COLLECTIVE AGREEMENT

BETWEEN

**RICHMOND INTERNATIONAL
HIGH SCHOOL & COLLEGE**

AND

**RICHMOND INTERNATIONAL
FACULTY & STAFF ASSOCIATION**

SEPTEMBER 1, 1995 - AUGUST 31, 1998

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RICHMOND INTERNATIONAL FACULTY AND STAFF ASSOCIATION
Collective Agreement September 1, 1995 - August 31, 1998**

The Parties to this agreement are:

Richmond International High School & College Ltd.
hereinafter referred to as the "Employer"

and

Richmond International Faculty and Staff Association
hereinafter referred to as the "Association".

PREAMBLE

The purposes of this agreement are to establish and maintain the terms and conditions of employment covering bargaining unit employees, and an orderly procedure for the resolution of differences between the Employer and employees.

ARTICLE 1 GENERAL

1.01 Coverage

This Agreement is binding on the Employer, the Association, and all employees of the Employer described in the Certificate issued by the Labour Relations Board and any subsequent variations made to the Certificate, save and except those excluded by mutual agreement of the Parties.

1.02 Duration and Renewal

This agreement shall come into effect on September 1, 1995, and shall remain in effect until August 31, 1998. It shall not terminate but shall continue from year to year thereafter unless either Party, at any time within four months immediately preceding the expiry of the agreement, by written notice requires the other Party to commence collective bargaining. All terms, conditions, wages and benefits in this agreement shall remain in effect until a new agreement is reached or until the Association commences a lawful strike or the Employer commences a lawful lockout.

Pursuant to the provisions of section 50(4) of the Labour Relations Code, the operation of sections 50(2) and 50(3) are hereby excluded.

1.03 No Strikes or Lockouts

There shall be no strike or lockout during the term of this agreement.

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1.04 Legislation, Effect of Change

If any provision of this agreement is, or shall be, at any time, contrary to the law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. In this event, on written request by either Party, the Parties shall meet to make an effort to restore the original intent of the agreement to the extent legally possible. All other provisions of the agreement shall remain in full force and effect.

1.05 Definitions

Continuing Employee.....a person employed on a full-time or part-time basis in a position which is expected to be continuous;

Temporary Employee.....means a person employed on a full-time or part-time basis for a specified period of time, or for specific work or purpose, or a combination thereof

Casual Employee.....means a person employed from time-to-time on a day-to-day basis.

Probationary Employee.....means a person serving the probationary period, whether as a continuing employee, temporary employee, or casual employee;

Day.....means a calendar day unless otherwise specified.

1.06 Education Courses and Upgrading

If an employee attends education or upgrading courses related to employment at the request of the Employer, the Employer shall cover fees and costs incurred on a pre-approved basis, and the employee shall suffer no loss of pay.

An employee enrolled in a course for the purpose of upgrading the employee's present job knowledge and abilities, and having the prior approval of the Employer, upon submission of satisfactory evidence of successful completion of the course, shall be reimbursed for 100% of the tuition and registration costs.

1.07 Copies of Collective Agreement

The Employer, as soon as practicable after execution of this Agreement, shall provide each member of the bargaining unit with a copy, and shall provide the Association with a reasonable number of copies it requests.

A copy of this Agreement shall be provided to each new employee when hired.

The Employer shall be responsible for preparing the Agreement. Printing arrangements for the Agreement shall be agreed upon, and costs of printing shall be shared equally between the Parties.

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1.08 Waiver of Course Registration Fees

The Employer will waive all tuition fees of credit and non-credit courses taken at the Richmond International High School and College by continuing employees, and by temporary employees whose appointment is for two months or longer, while so employed.

1.09 Medical Practitioner's Certificate

The Employer may request a certificate from a qualified medical practitioner confirming an employee's inability to work, or ability to work, as the result of illness, injury, or disability. The Employer may request that the certificate include prognosis.

ARTICLE 2 ASSOCIATION RECOGNITION AND SECURITY

2.01 Exclusive Bargaining Agent

The Employer recognizes the Association as the exclusive bargaining agent for the employees to whom the Certificate issued and/or modified by the Labour Relations Board applies, save and except those excluded by agreement of the Parties.

No employee or group of employees shall undertake to represent the Association or its members without proper authorization, in writing, from the Association. The Association shall provide the Employer and keep current, in writing, the names of the officers, stewards, and authorized committee members.

2.02 Right of Representation

The Association shall have the right at any time to have the assistance of advisers when dealing or negotiating with the Employer.

2.03 Individual Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this agreement.

2.04 Union Membership

As a condition of employment: each bargaining unit employee who was a member of the Association on March 16, 1992; and each bargaining unit employee employed after that date, within 20 days worked by the employee shall become a member of the Association.

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2.05 Exclusions

The following positions shall be excluded from the bargaining unit:

- Principal
- Vice-Principal/Director
- Comptroller
- Principal's Confidential Secretary

2.06 Deduction of Dues, Assessments, or Equivalent

As a condition of employment, each employee shall provide the Employer with a signed written assignment of wages to the Association, authorizing the Employer to deduct the applicable Association dues (or equivalent), initiation fees and assessments in accord with Section 2.04.

Authorization forms in duplicate shall be provided to the Employer by the Association. The Employer shall provide the form to each new employee at the time of hire. The original of the completed form will be retained by the Employer and the copy will be sent to the Association by the Employer.

2.07 Association to Notify

The Association shall notify the Employer in writing of the current dues and any assessments, and deductions under the provisions of this Article shall only be made upon receipt and in accord with such notification.

2.08 Remittance of Deductions to Association

The Employer shall deduct the regular dues and assessments, or equivalent, and shall remit the amounts deducted to the Union by the 15th of the month following the month in which the deduction(s) has been made, with a written statement containing the names of employees from whom deductions were made and the amount from each.

The Association agrees to indemnify and save the Employer harmless from any claims which may arise in complying with the provisions of this Article.

2.09 Tax Information

All Association dues, or equivalent, deducted in the year shall be reported on the employee's T-4 Form for income tax purposes.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 General

Except as otherwise provided in this Agreement, the entire management and direction of the Company and its operations and the work force, are vested exclusively in the Employer.

3.02 Rules and Regulations

All employees shall be governed by the rules and regulations established by the Employer, and shall observe the Employer's orders which are communicated orally or by written notice. Any rules or regulations or orders shall not be contrary to the terms and conditions of this agreement.

ARTICLE 4 GRIEVANCE PROCEDURE AND ARBITRATION

4.01 Definition of "Day"

For the purposes of this Article, "day" shall mean Monday through Friday, and shall not include Saturday, Sunday, or a statutory holiday.

4.02 Grievance Defined

Any difference arising between the Parties bound by this agreement concerning the interpretation, application, operation, or any alleged violation of this agreement, including a question as to whether a matter is arbitrable, shall be resolved without stoppage of work and the following steps shall be undertaken without delay.

4.03 Grievance Procedure

a) Step 1 Informal Discussion

The employee and the immediate excluded supervisor shall meet and attempt to settle the grievance. Either person may be accompanied. From the time this step is commenced they shall have one day to settle the grievance at this step. If the grievance is settled to the satisfaction of the griever, this ends the matter.

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b) Step 2 Formal Discussion

If no settlement is reached at Step 1, the employee and the employee's immediate excluded supervisor shall meet and attempt to settle the grievance which shall have been put in writing. Either person may be accompanied. The written grievance shall indicate the alleged breach of the agreement and the proposed resolution. From the time this step is commenced they shall have two days to settle the grievance at this step. The response to the grievance at this step shall be in writing.

c) Step 3 Higher Level

If no settlement is reached at step 2, either of the Parties to this agreement may advance the grievance to step 3. The employee, an Association official, the Principal, and an Employer's representative shall meet to attempt to settle the grievance. Each Party may have an additional person present. From the time this step is commenced they shall have five days to settle the grievance at this step. The response to the grievance at this step shall be in writing.

d) Step 4 Grievance Mediation

If no settlement is reached at step 3, either of the Parties to this agreement may advance the grievance to step 4. An application shall be made under the provisions of the Labour Relations Code to name a mediator to mediate the grievance and attempt to have the grievance settled. From the time this step is commenced the Parties shall have five days to settle the grievance at this step. The responses to the grievance at this step shall be in writing. The fees and expenses of the mediator shall be shared equally by the Parties.

4.04 Initiating and/or Advancing Grievance

Any grievance must be initiated within five days of the time the matter arose, or of when the grievor should have reasonably become aware of the matter arising.

If advancing an unsettled grievance to the next step of the Grievance Procedure, this must be done, in writing, within ten days of the end of the period allotted to the step from which the next step in the grievance procedure is taken.

4.05 Notification for Arbitration

If a grievance is not settled in accordance with the procedure in this Article, the Party initiating the grievance may submit it to arbitration within ten days of its receipt of the final written Step 4 response from the other Party, or within ten days of the end of the period allotted to Step 4 when no such response is received. All notifications for arbitration shall be in writing.

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4.06 Appointment of Three-Person Arbitration Board

In the notification for arbitration, the submitting Party shall notify the other Party of the name of its nominee to the arbitration board.

The other Party shall respond in writing within ten days of the receipt of the notification, indicating its nominee.

The two nominees, within ten days of the appointment of the second, shall choose a chairman.

Where there is failure to appoint a nominee or to agree on a chairman within ten days of the final date for the respective appointment, either Party may request the Minister of Labour to make the appointment.

4.07 Referral to One Person Arbitration Board

When a notification for arbitration has been given, the Parties may agree within five days of the notification to submit the matter to a single arbitrator. In such a case the Parties will choose the arbitrator within a further ten days. If they cannot agree, either Party may within a further ten days request the Minister of Labour to make the appointment.

4.08 Act Applies, Powers of Arbitration Board

The provisions of the Labour Relations Code with respect to grievance arbitration shall apply.

An arbitration board shall not have the power to change, modify, or alter this agreement in any respect.

4.09 Time Limits

The time limits established in this Article are mandatory and may not be varied without the mutual consent of the Association and the Employer in writing. If the grievance is not advanced to the next higher step of the grievance procedure or to arbitration within the prescribed time limits, that grievance shall be deemed abandoned.

4.10 Technical Irregularities

If an arbitration board relieves against any technical irregularities, the arbitration board shall have the power to award compensation in respect thereof.

4.11 Policy Grievance

Where a dispute involves a matter of general application or interpretation of this agreement, either Party may initiate the grievance at Step 3.

ARTICLE 5 SENIORITY

5.01 Calculation of Seniority

Seniority accumulation shall be based on actual days paid including annual vacation and applicable statutory holidays, but not including overtime hours.

Each continuing employee who has successfully completed probation shall accrue seniority. The employee's seniority shall accrue from the last date on which the employee commenced employment with the Employer as a continuing employee. When an employee with seniority changes from one seniority list to the other seniority list, the employee's accrued seniority on the previous list will be retained.

If an employee moves from one seniority grouping to another, the employee's seniority in the other grouping shall be retained.

5.02 Same Seniority

When two or more employees have the same seniority, then the employee with the largest number of days worked as a temporary employee with the Employer shall be considered the senior. If the seniority is still equal, then the senior shall be determined by lot.

5.03 Seniority Lists

The Employer shall maintain two seniority lists: one for teaching employees; and one for non-teaching employees. Copies of the lists shall be provided to the Association and shall be posted in May and October of each year. The lists shall be deemed to be correct unless objection is made within 10 days of the date of posting.

5.04 Loss of Seniority and Employment

An employee shall lose all seniority and shall no longer be an employee when the employee:

- a. is discharged for just cause;
- b. resigns;
- c. is on layoff and recall rights expire;
- d. fails to accept a recall or to report after a layoff; as provided in the section dealing with recall;
- e. is absent from work in excess of three consecutive working days without cause acceptable to the Employer;
- f. has been on workers compensation or long term disability, and at the same time has been off work, for two continuous years, and WCB or the insuring company has indicated that the employee is totally disabled;
- g. retires.

ARTICLE 6 STAFF AND STAFFING

6.01 Advising Association of Changes

The Employer shall advise the Association of all changes to staff and staffing.

6.02 Probation

A person selected to fill a:

- a) teaching position shall serve a probationary period of 100 days worked;
- b) non-teaching position shall serve a probationary period of 60 days worked;

by the employee from the date of commencement of work in that classification, to determine the employee's suitability, as judged by the Employer, for the position and for service or continued service with the Employer. The employee may be terminated at any time during the probationary period, without notice, at the discretion of the Employer.

6.03 Posting of Vacancies

When the Employer wishes to fill a vacancy in the bargaining unit by appointment of a continuing employee, the Employer shall post notice of the vacancy on the bulletin board for seven days so that all employees may be made aware and may apply, to be considered along with any other applicants.

The Employer will mail a copy of posted vacancy notices to any person who has been employed by the Employer in the six months prior to the posting and who will not be on site for the notice period, provided the person has made a written request for a copy of postings and given an address for mailing.

Such notice shall contain, but need not be limited to, the following information:

- classification;
- working title;
- brief description of duties;
- qualifications (including licenses) required;
- skill, knowledge, ability, and experience required;
- current rate of pay;
- deadline for applications.

The Parties may mutually agree that this Article does not apply when operational requirements do not practicably permit the Employer to give the desired period of notice of a vacancy.

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6.04 Layoff Defined and Layoff Order

A layoff is defined as a temporary or indefinite, and involuntary

- a) cessation of active employment of an employee,
- or b) a reduction of hours of a full-time employee

due to i) insufficient work,

- or ii) a change in the organizational structure,
- or iii) discontinuation or reduction of a program, activity, or service of the Employer.

When it is necessary to reduce staff, employees shall be laid off in reverse order of seniority (last on, first off) on that list. In determining who is to be laid off, consideration will include (but not be limited to):

- skill, knowledge, ability, and performance of the employee;
- the need to have on staff a certain percentage of certified teaching personnel;
- other subjects being taught (in the case of a teaching position);
- educational and other needs of the school being met by the employee.

6.05 Layoff Notice

A continuing employee who has successfully completed probation shall be given as much notice of layoff as practicable, but except as otherwise provided in this agreement or in emergency circumstances, not less than two weeks' notice. If employed for three complete consecutive years or more, the notice period for such an employee shall be a minimum of three weeks.

If a continuing employee does not have the opportunity to work the normally assigned working days during the notice period, such employee shall be paid in lieu of work for that part of those days during which work was not made available.

This section shall not be applicable in those instances where an employee, while laid off under this Article, is offered a casual or temporary appointment, and completes such assignment.

6.06 Recall-to-Employment

A continuing employee who has successfully completed probation and who has been laid-off shall have recall-to-employment rights for eighteen months from the effective date of layoff. During that period, such employee shall have the right to be recalled, in the order of seniority, to a vacant continuing position with the Employer in accord with the criteria in Article 6.04.

- i. if the employee has had a total cessation of work - to a vacant continuing position with the Employer;
- ii. if the employee was a full-time employee who had a reduction of hours - to a restoration of full-time.

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6.07 Recall Procedure

It shall be the responsibility of the laid off employee with recall-to-employment rights to notify the Employer of any changes of postal address. Laid off employees who have complied with the foregoing procedure shall be notified by the Employer, either personally or by telephone (or by double registered mail at their last known address if not able to contact personally or by telephone) of the date on which they are to report to work. The employee shall indicate acceptance or rejection of the recall, to the Principal, within 48 hours of being notified. If the employee rejects the recall, or if the employee fails to report for work and the reporting date is at least 10 working days later than the date of notification, the employee loses all recall rights.

ARTICLE 7 PERSONNEL RECORDS, DISCIPLINE, DISCHARGE

7.01 Discharge, Discipline

The Employer shall not dismiss or discipline an employee bound by this agreement except for just cause or as provided in the Article dealing with probation.

7.02 Notification

An employee who is suspended or dismissed shall be notified in writing of the action and the reasons therefore.

7.03 Association Representation at Discipline Meeting

When the Employer intends to interview an employee for disciplinary purposes, the employee will be so informed in advance. The employee may, if the employee so wishes, be accompanied by a representative of the Association at such meeting provided this does not result in an undue or unreasonable delay of the meeting, discussion or action to be taken.

7.04 Employee Records

Any letters of discipline or commendation shall not be entered into the file of that employee without the concerned employee being provided with a copy.

An employee shall have the right to examine the content of the file for that employee, in the presence of the principal or the principal's designate, at any reasonable time during normal office hours, upon 24 hours notice to the principal.

ARTICLE 8 HOURS OF WORK & OVERTIME

8.01 Regular Day, Week, and Year - Full-time, Part-time

a) Teaching Employees

Until August 31, 1996: The regular full-time work week for a teaching employee shall be an average of 30 hours on site.

Effective September 1, 1996: The regular full-time work week for a teaching employee shall be an average of 30 hours on site; and a proportionate amount on site for a part-time teaching employee.

Until August 31, 1996: The regular full-time work week for a teaching employee shall be based on an average of 22 hour-blocks of instruction.

Effective September 1, 1996: The regular full-time work week for a teaching employee shall be based on an average of 22 or 23 hour-blocks of instruction.

Effective September 1, 1997: The regular full-time work week for a teaching employee shall be based on an average of 23 hour-blocks of instruction.

Until August 31, 1996: The regular full-time work year for a teaching employee shall be based on 858 hour-blocks of instruction.

Effective September 1, 1996: The regular full-time work year for a teaching employee shall be based on 858 (if 22 hour-blocks per week) or 897 (if 23 hour blocks per week) hour-blocks of instruction.

Effective September 1, 1997: The regular full-time work year for a teaching employee shall be based on 897 hour-blocks of instruction.

In the calculation of hour-blocks of instruction, each hour-block of instruction assigned to an instructor for a college academic course for which credits are granted towards a Richmond International College Diploma or Certificate of Completion shall count as 1.2 hour-blocks.

Until August 31, 1996: The regular full-time work week for a teaching employee shall be an average of 37.5 hours if not instructing, for which the employee will be credited with 22 hour-blocks.

Effective September 1, 1996: The regular full-time work week for a teaching employee shall be an average of 37.5 hours if not instructing, for which the employee will be credited with 22 or 23 hour-blocks depending on the normal teaching assignment of the teaching employee).

Effective September 1, 1997: The regular full-time work week for a teaching employee shall be an average of 37.5 hours if not instructing, for which the employee will be credited with 23 hour-blocks.

For a teaching employee, the beginning and ending of scheduled instructional contact time on any day normally does not span a period longer than 8 1/2 hours.

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The regular work-year for a teaching employee shall not exceed 195 days of duty.

The work week and work year for a teaching employee may be a combination of types of work, each pro-rated from the factors above in this sub-section. For calculation purposes, an hour-block of instruction shall be deemed the equivalent of 1.7 hours of work.

b) Non-Teaching Employees

The regular full-time work week for a non-teaching employee shall be 37 1/2 hours consisting of 7 1/2 hours per day for five work days. Such work days shall normally be consecutive and shall be otherwise only if at least one weeks notice is given, or by mutual consent of the employer and employee.

c) All Employees

Normally, there shall be at least two consecutive days off within any period of seven consecutive days.

A part-time employee is one who works fewer hours and/or fewer days per week than a full-time employee.

8.02 Overtime

All overtime must be authorized in advance by the Employer, except in emergencies. A non-teaching employee shall not be required to take time off during regular working hours to compensate for overtime worked, except as provided in the section dealing with Overtime Bank.

For non-teaching employees, overtime is time worked in excess of

- a) 7 1/2 hours per day,
- b) 37 1/2 hours in a week, but excluding from the calculation the hours worked in excess of 7 1/2 in a day.

Overtime to be paid as the result of (a) above (i.e. after working 7 1/2 hours on a day) shall be paid at the rate of time-and-one-half the employee's basic hourly rate for the first two hours, and double time thereafter. Overtime to be paid as the result of (b) above (i.e. after working 37 1/2 hours in a week) shall be paid at the rate of time-and-one-half the employee's basic hourly rate for the first 7 1/2 hours, and double time thereafter.

A paid meal break of one-half hour, at overtime rate, shall be paid to a non-teaching employee if overtime worked is more than three hours and is a continuation from the end of a 7 1/2 hour day.

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8.03 Overtime Bank

A non-teaching employee who works overtime shall be paid for the overtime in dollars or in compensating time off. The employee shall indicate when completing the time sheet for the period involved, whether the employee is to be paid for the overtime or will take compensating time off.

Compensating time off may be accumulated in the employee's overtime bank to a maximum of 37 1/2 hours in a calendar year. Accumulated overtime may be taken at such time or times as are mutually agreed to by the employee and the Employer.

Where accumulated overtime has not been taken by the employee as compensating time off by August 31st the Employer shall pay out all unused credits on the first pay period thereafter.

8.04 Meal Period

An employee who is on duty for more than five hours on a day is entitled to an unpaid meal period of from 30 to 60 minutes which shall be scheduled at an appropriate time. If the employee is required to remain on duty during the meal period, the employee will be paid for it and the time will be part of the employee's normal work day hours.

8.05 Rest Breaks

Each non-teaching employee shall have a fifteen-minute rest break at the employee's work site scheduled in each of the first half and the second half of a 7 1/2 hour shift; or if not working a 7 1/2 hour shift, scheduled in each segment of a shift which is four hours or more.

8.06 Working More Than Maximum Duty Days - Teaching Employees

A teaching employee who agrees to a request to be on duty for more than the regular number of teaching days in the year, shall be paid for each such additional day at the employee's hourly rate for each hour-block of assigned duty.

8.07 Professional Development Activity - Teaching Staff

Each continuing employee will be granted up to four (4) days of duty (including those days designated by the school) for approved professional development activity, without loss of pay, in each school year.

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ARTICLE 9 WAGES

9.01 Schedules of Rates

The Employer shall pay wages in accordance with Schedule A attached hereto and forming part of this agreement. On each pay day each employee will be provided with an itemized statement of wages, overtime worked, deductions, etc.

The Employer may pay rates above the amounts specified in Schedule A under special circumstances and for specific reasons. The Employer shall advise the Union in advance in such cases and shall outline the special circumstances and specific reasons.

9.02 Pay Calculations for Teaching Employees

a) Continuing Employee

A full-time teaching continuing employee, assigned for 22 (effective September 1 1996 to August 31, 1997: 22 or 23; effective September 1, 1997: 23) teaching blocks per week involving duty for a maximum of 195 days from September 1 to the subsequent August 31, shall be paid an annual salary in accord with Schedule A; and a part-time continuing teacher shall be paid an annual salary in proportion based on the number of teaching blocks per week.

The daily salary of a teaching continuing employee shall be defined as 1/195th of the current annual salary of the employee.

The amounts calculated for annual salary and for daily salary include pay for all statutory holidays and for annual vacation, to which the employee is entitled.

A teaching continuing employee shall be paid 1/10th of current annual salary in respect of each month in which the employee works all prescribed days of duty.

The salary payment for the first duty month for any teaching continuing employee commencing employment as such after the first duty day in the month, shall be calculated on the basis of the number of days of duty in the month times the teacher's daily salary, to a maximum of 1/10th of current annual salary.

The salary payment for the last duty month for any teaching continuing employee ending employment as such prior to the last duty day in the month, shall be calculated on the basis of the number of days of duty in the month times the teacher's daily salary, to a maximum of 1/10th of current annual salary.

Any deductions from salary for a duty day without pay shall be at the rate of the employee's daily salary, to a maximum in any calendar month of 1/10th of current annual salary.

The employee shall receive payment at the end of each of the months from September to June inclusive, in the amount of 83.33% of the amount due for that month. The balance of the amounts due for each of the months shall be accumulated and one-half of the accumulated amount shall be paid to the employee at the end of July and the other half at the end of August, or whatever is due shall be paid on termination of the employee if sooner.

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b) Temporary Employee

A teaching temporary employee shall be paid on the following basis:

- assigned hour-blocks for the period x hourly rate of pay
- + 8.4% in lieu of pay for any statutory holidays and for vacation pay.

The amount calculated for the period shall be paid in equal installments over the period on the paydays noted elsewhere in this Article.

The amount calculated includes pay for any statutory holidays which occur during the period, and for vacation pay to which the employee is entitled.

If the employee works more hour-blocks or fewer hour-blocks than the number calculated above for the period, the employee's pay will be adjusted on the last pay cheque, based on the number of hour-blocks of assigned work performed in the period.

c) Others

Any other teaching employee shall be paid the hourly rate for each assigned hour-block of instruction plus 4% vacation pay.

9.03 Paydays

Employees will be paid on the last day of each month, or the previous regular office work day if the pay day is a statutory holiday. The Association will be notified of any change in current practice.

9.04 Minimum for Call-In

A non-teaching employee who is called-in to work outside that employee's regular working hours, without notice, and who reports, shall be paid one and one-half times the employee's basic rate for the first two actual hours worked and double time for actual hours worked thereafter, with a minimum of two hours at such premium rate.

Call-out shall not be counted in the hours worked for overtime calculations.

9.05 Extended Trips

Notwithstanding what the employee would normally be paid, an employee who accompanies students on an extended trip shall be paid for each day involved, including the day of departure and the day of return, as if at work on each day with a full-time assignment for that day for that type of employee.

The Employer will pay, or reimburse the employee for, all reasonable travel and living expenses incurred, and will provide adequate medical and travel insurance.

An employee shall not be required to accompany students on an extended field trip, if there are other qualified employees who will do so.

ARTICLE 10 ANNUAL VACATIONS

10.01 Definitions

"Vacation year"....for non-teaching employees: means the calendar year (i.e. January 1 to December 31).

"Week"....means the individual employee's regular work week.

10.02 Entitlement and Taking Annual Vacation Time

A non-teaching continuing employee shall earn annual vacation time of two weeks during the employee's first vacation year of service (based on a full year of employment); and three weeks during the employee's second and each subsequent vacation year of service (based on full year of employment). The annual vacation time shall be prorated for vacation years in which the employee is employed less than a full year.

Annual vacation time shall be taken during the vacation year in which it is being earned. A non-teaching employee shall not be allowed to take annual vacation time during the first three months of employment.

An employee may not carry-over annual vacation time, except that under special circumstances, and with approval in advance from the Principal, an employee will be allowed to carry-over up to 5 days from one year to the next.

Annual vacation times for a teaching employee are those days which are not week-ends, statutory holidays, or days of duty.

10.03 Vacation Date Schedules: Non-Teaching Employees

Vacation date preferences for the current vacation year will be sought from the non-teaching continuing employees during the month of January each year. The Vacation Dates Schedule shall be posted by February 1. Vacation dates on the Schedule may be changed by mutual consent of the employee and Employer. Seniority shall prevail when a choice for vacation dates must be made between two or more employees in determining the Vacation Dates Schedule. Vacation time not scheduled, upon the request of the employee can be taken on a first-come first-served basis, subject to the approval of the Employer.

10.04 Vacation Pay: Non-Teaching Continuing Employees

While on annual vacation, a non-teaching continuing employee will continue to be paid as if the employee was at work.

Any vacation pay paid to an employee for time not yet earned shall be considered to be an advance by the Employer to the employee and shall be recoverable to the extent to which it is not earned.

On the separation of a non-teaching continuing employee, an adjustment will be made to the pay of the employee so that the pay for vacation for that calendar year is two per cent of gross earnings for each week of paid vacation time.

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10.05 Vacation Pay: Teaching Temporary and Continuing Employees

Vacation pay for a teaching employee is incorporated in the calculated payments if the employee is being paid in accord with Article 9.02.

10.06 Vacation Pay: All Other Employees

An employee not specifically covered elsewhere in this Article shall be paid vacation pay of 4% on each pay cheque.

ARTICLE 11 STATUTORY HOLIDAYS

11.01 Definition

For the purpose of this agreement, the following shall be statutory holidays:

New Years Day	Good Friday	Easter Monday	Victoria Day
Canada Day	B.C. Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day	

and any other day proclaimed by the federal or provincial governments as a statutory holiday.

11.02 Eligibility For Statutory Holiday Pay: Non-Teaching Employees; Casual Teaching Employees

A non-teaching employee, and a casual teaching employee, shall be eligible for statutory holiday pay provided the employee:

- a) has been employed for more than 30 calendar days;
- b) has earned wages or performed work on at least 16 of the last 30 calendar days immediately preceding the statutory holiday.

An employee is not entitled to statutory holiday pay for a statutory holiday which occurs while the employee is receiving workers compensation payments.

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11.03 When Statutory Holidays Taken: Non-Teaching Employees

When a statutory holiday falls on a non-teaching employee's scheduled day to work, the employee shall be given the day off, or shall be given an alternate scheduled day of work off in lieu if the employee is required to work on the statutory holiday, and shall be paid for the non-worked hours as provided elsewhere in this Article.

When a statutory holiday falls on a day which is not a non-teaching employee's scheduled day to work, the employee will be given a scheduled day of work off, normally on the next scheduled work day for that employee, and shall be paid for the non-worked hours as provided elsewhere in this Article.

Any days off in lieu of statutory holidays shall be taken when mutually agreeable to the Employer and the employee.

11.04 Pay for Statutory Holidays

The pay for a statutory holiday for an eligible non-teaching employee, or an eligible casual teaching employee, shall be an amount which is the average of the daily earnings, exclusive of overtime, for the days the employee has worked in the 4 week period immediately preceding the week in which the statutory holiday occurs.

The pay for statutory holidays for a teaching employee is incorporated in the calculated payments if the employee is being paid in accord with Article 9.02.

11.05 Payment for Working on a Statutory Holiday: Non-Teaching Employees

An employee who is being paid statutory holiday pay for a statutory holiday, and who works on it, shall be paid at the employee's regular rate for the time worked. This payment is in addition to any statutory holiday pay for the day.

11.06 Statutory Holiday During Annual Vacation: Non-Teaching Employees

A statutory holiday which falls during a non-teaching employee's annual vacation shall not count as a day of annual vacation.

ARTICLE 12 LEAVES OF ABSENCE

12.01 General

Notwithstanding any provision for leave in this agreement, the Employer at the sole discretion of the Principal, considering the operational requirements of the school, may grant leave of absence for good reason to an employee, without pay or without loss of pay. Ordinarily such leaves shall not exceed three weeks.

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12.02 Education Leave

The Employer at the sole discretion of the Principal, considering the operational requirements of the school, may grant leave of absence without pay to a continuing employee who has successfully completed probation, to enable the employee to pursue full-time or part-time courses of study.

12.03 Bereavement Leave

In the event of death of an employee's (except a casual employee) spouse, child, child-in-law, parent, parent-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, or grandchild, the employee shall, upon notifying the immediate supervisor, be granted leave of absence at the time, without loss of regular pay, for up to three days.

Where the burial occurs outside the province, and/or additional time is required for administration of bereavement responsibilities, general leave without pay shall be granted for up to five days in addition to bereavement leave.

12.04 (a) Maternity/Parental Leave

The maternity leave and parental leave provisions (including adoption) of Part 7 of the Employment Standards Act of B.C. shall apply. The appropriate sections of the Act are attached for information.

(b) Paternity Leave

An employee shall be granted, upon written request, a day of leave without loss of pay to attend the birth of his child, or on the day of arrival of a child for adoption.

12.05 Jury and Witness Duty

The Employer shall grant leave of absence without loss of pay to a continuing employee required to report for jury selection or for jury duty, and the employee shall pay to the Employer any fees received for such activity. The Employer shall grant leave of absence without pay to a temporary employee required to report for jury selection or for jury duty; and to a temporary or continuing employee subpoenaed as a witness or whose private affairs have necessitated a court appearance.

12.06 Association Business

Association stewards shall be granted leave of absence for Association business, without pay, except for the following which shall be without loss of pay:

- i. attend grievance meetings with the Employer,
- ii. attend other meetings at the request of the Employer.

Whenever possible the Association will conduct grievance investigations, and other Association business, so as not to interrupt the educational or other school-related activities of students.

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12.07 Illness in Immediate Family

In the case of illness of a member of the immediate family of a continuing employee (parent, child, spouse) living with the employee, and where no one at home other than the employee can provide for the needs of the ill person, the employee shall be granted leave of absence to make necessary arrangements for the care of the ill person. Such leave shall be for a maximum of one day at a time and for a maximum of five times in a calendar year. Such leave shall be without loss of pay to the extent that sick leave is available and used.

ARTICLE 13 EMPLOYEE BENEFITS

13.01 General

All benefits plans coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information. The Employer's liability is limited to the payment of its share of premiums. Any disputes regarding specific claims or insurabilities are not arbitrable and must be directed by the employee to the insurer.

13.02 Premiums And Coverage

a) General

The Employer will pay the indicated portions of the premiums for the Health and Welfare Plans in this section, and the employee will pay the balance.

Except as indicated otherwise, coverage is provided for the following continuing employees, and temporary employees whose contracts of employment are for 15 weeks or more;:

- i. teaching employees normally assigned 15 hour-blocks per week or more;
- ii. non-teaching employees normally assigned 20 hours per week or more:

Except as indicated otherwise, coverages will begin as soon as possible upon commencement of service, normally either co-terminous with commencement of service if at the beginning of a month, or at the beginning of the month following commencement of service.

No changes to the Plans in this section which lessen the benefits will be put into effect by the Employer without the consent of the Association.

b) Healthcare Expense Benefits (including Emergency Global Medical Assistance)

Plan covers 50% of out of hospital psychological treatment, 100% of other covered expenses.

Plan has deductibles of \$25 for individual, \$50 for family.

Plan covers eligible employees and dependents.

Participation is a condition of employment.

Employer pays 80% of premium, employee pays 20%.

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c) Dentalcare Expense Benefits

Plan covers 80% of routine treatment, 50% of major treatment.
Plan has annual maximum of \$1,500 (if starting employment after July 1st - maximum is \$750).
Plan covers eligible employees and dependents.
Participation is a condition of employment (if not covered elsewhere).
Employer pays 80% of premium, employee pays 20%.

d) Group Life and AD&D

Plan provides life insurance coverage of double annual salary, to a maximum of \$65,000 without medical evidence of insurability required, and to a maximum of \$150,000 with evidence of medical insurability.
Plan provides AD&D coverage in amount equal to life insurance.
Participation is a condition of employment.
Employer pays 80% of premium, employee pays 20%.

e) Long Term Disability

Plan is available to continuing employees only.
Plan has benefit formula of 66 2/3% of first \$3,000 of regular monthly earnings plus 45% of remainder, to a maximum of \$1,300 without medical evidence of insurability required, and to a maximum of \$6,000 with evidence of medical insurability.
Plan has waiting period of 120 days.
Plan has benefit period to age 65.
Participation is a condition of employment.
Employer pays 100% of premium.

f) Weekly Indemnity

Plan is available to continuing employees only.
Plan has benefit formula of 66 2/3% of weekly earnings, to a maximum of \$550 without medical evidence of insurability required, and maximum of \$742 with evidence of medical insurability.
Plan has waiting period of 3 days in case of sickness, and no waiting period in case of hospitalization or accident.
Plan has benefit period of 17 weeks.
Participation is a condition of employment.
Employer pays 80% of premium.

g) effective September 1, 1996: B.C. Medical Services Plan

Plan covers eligible employees and dependents.
Participation is voluntary.
Employer pays 100% of premium.

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13.03 Sick Leave

Sick Leave shall be defined as leave of absence without pay or without loss of pay granted by the Employer to an eligible employee who is unable to work because of illness or non-compensable accident.

An eligible employee is a teaching employee normally assigned 15 hour-blocks or more per week, or a non-teaching employee normally assigned 20 hours or more per week, and who is either

- a) a continuing employee, or
- b) a temporary employee whose contract of employment is for 15 weeks or more.

An eligible employee who is in receipt of pay throughout a calendar year may receive such leave without loss of pay in that calendar year to a maximum number of days based on one day of leave for each two months in which the employee works, to a maximum of five in any calendar year. Sick Leave without loss of pay will only be granted for days for which the employee is not eligible for weekly indemnity benefits or long term disability benefits.

The days of Sick Leave without loss of pay which can be earned by the employee for the calendar year shall be advanced to the employee. If any such days advanced are not earned, all payments made for unearned days are recoverable by the Employer.

13.04 Retirement Fund

The Employer will establish a special Registered Retirement Savings Plan account with a bank, credit union, trust company or insurance company of the Employer's choice for each eligible continuing employee, in the name of that employee. A continuing employee eligible for fringe benefits shall be eligible to participate in the special RRSP.

The employee will contribute up to five percent (5%) of gross pay through payroll deduction from each pay cheque which sum will be deposited monthly in the account by the Employer. The employee will sign the appropriate authorization forms or all requirements under this clause with respect to the employee on the part of Employer are void.

All interest or other income earned on deposited amounts shall belong to the employee and shall be deposited into the employee's special RRSP account.

One year after the commencement of contributions by an employee, the Employer will make an initial contribution into the employee's special RRSP account of an amount which is the same as the total regular contributions contributed by the employee to date. This sum shall be vested in the employee at the time. Thereafter, the Employer, at the same time the employee's contributions are made, will match the employee's regular contributions, pay such Employer contributions directly into the employee's special RRSP account, and all such payments shall be immediately vested in the employee upon payment.

If an employee withdraws any money from that employee's special RRSP account, the Employer shall not contribute any funds with respect to that employee for a period of twelve months from the date of any withdrawal. The Employer shall not be liable for any contributions during such twelve-month period, and shall resume matching contributions after twelve months from the date of the withdrawal.

Any fees and expenses payable shall be charges against the Plan and the accounts.

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13.05 UIC Rebate

Any amount payable to an employee as the result of a rebate of UIC premiums shall be applied to help meet the costs of the Employer's share of premiums for benefits in this Article.

13.06 Premiums While on Leave

Except as provided elsewhere in this Agreement, coverages for fringe benefits cease if the absence is for more than one complete month. Where appropriate, such coverage can be maintained upon payment in advance of the full premiums by the employee.

An employee on leave of absence because of illness or injury (including sick leave, and leave while collecting Workers' Compensation benefits) shall be continued on the applicable benefits and on the applicable sharing basis, for a maximum of one year, provided the employee's share of the premiums is paid in advance by the employee.

ARTICLE 14 JOINT CONSULTATION

14.01 Joint Committee

A Joint Employee-Management Consultation Committee shall be established. It shall be composed of two representatives named by the Association and two representatives named by the Employer. The Committee shall meet within five days, upon the request of either Party.

14.02 Purposes of Committee

The Committee is established for the purpose of enabling the Parties, during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

14.03 Grievances Excluded

The Committee shall not deal with grievances.

**For Richmond International
High School & College**

Jindra Repa

Arthur Guttman

**For Richmond International
Faculty and Staff Association**

Robin French-Greenslade

Donna Abram

January 4, 1996

**RICHMOND INTERNATIONAL HIGH SCHOOL & COLLEGE /
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SCHEDULE A

Effective September 1, 1995

1. TEACHING EMPLOYEES

<u>Experience</u>	<u>Qualifications and Rates</u>									
	<u>Steps</u>	<u>Minimal</u>			<u>Basic</u>			<u>Advanced</u>		
		<u>Annual</u>	<u>Daily</u>	<u>Hourly</u>	<u>Annual</u>	<u>Daily</u>	<u>Hourly</u>	<u>Annual</u>	<u>Daily</u>	<u>Hourly</u>
0	26,090	133.79	23.39	27,556	141.31	24.70	29,022	148.83	26.01	
1	27,556	141.31	24.70	29,022	148.83	26.01	30,488	156.35	27.34	
2	29,022	148.83	26.01	30,488	156.35	27.34	31,953	163.86	28.65	
3	30,488	156.35	27.34	31,953	163.86	28.65	33,419	171.38	29.96	
4	31,953	163.86	28.65	33,419	171.38	29.96	34,885	178.90	31.27	
5	33,419	171.38	29.96	34,885	178.90	31.27	36,351	186.42	32.58	
6	34,885	178.90	31.27	36,351	186.42	32.58	37,816	193.93	33.91	
7	36,351	186.42	32.58	37,816	193.93	33.91	39,282	201.45	35.22	
8	37,816	193.93	33.91	39,282	201.45	35.22	40,748	208.96	36.53	
9				40,748	208.96	36.53	42,214	216.48	37.84	
10				42,214	216.48	37.84	43,679	223.99	39.16	
11							45,145	231.51	40.48	
12							46,611	239.03	41.79	

Annual rate = rate based on assignment of 858 hour-blocks per annum, on a maximum of 195 duty days, including pay for all statutory holidays and all vacation pay.

Daily rate = 1/195th annual rate.

Hourly rate = rate per assigned hour-block.

2. NON-TEACHING EMPLOYEES

<u>Classification</u>	<u>Rates per hour</u>
Nurse	27.93
Library Tech.	16.40
Secretary	15.12
Custodian	15.12

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SCHEDULE A

Effective September 1, 1996

1. TEACHING EMPLOYEES

<u>Experience</u>	<u>Qualifications and Rates</u>									
	<u>Steps</u>	<u>Minimal</u>			<u>Basic</u>			<u>Advanced</u>		
		<u>Annual</u>	<u>Daily</u>	<u>Hourly</u>	<u>Annual</u>	<u>Daily</u>	<u>Hourly</u>	<u>Annual</u>	<u>Daily</u>	<u>Hourly</u>
0	27,839	142.76	23.97	29,403	150.78	25.32	30,967	158.81	26.67	
1	29,403	150.78	25.32	30,967	158.81	26.67	32,531	166.83	28.02	
2	30,967	158.81	26.67	32,531	166.83	28.02	34,095	174.85	29.36	
3	32,531	166.83	28.02	34,095	174.85	29.36	35,659	182.87	30.71	
4	34,095	174.85	29.36	35,659	182.87	30.71	37,223	190.89	32.06	
5	35,659	182.87	30.71	37,223	190.89	32.06	38,787	198.91	33.40	
6	37,223	190.89	32.06	38,787	198.91	33.40	40,351	206.93	34.75	
7	38,787	198.91	33.40	40,351	206.93	34.75	41,915	214.95	36.10	
8	40,351	206.93	34.75	41,915	214.95	36.10	43,479	222.97	37.44	
9				43,479	222.97	37.44	45,043	230.99	38.79	
10				45,043	230.99	38.79	46,607	239.01	40.14	
11							48,171	247.03	41.48	
12							49,735	255.05	42.83	

Annual rate = rate based on assignment of 897 hour-blocks per annum, on a maximum of 195 duty days, including pay for all statutory holidays and all vacation pay.

Daily rate = 1/195th annual rate.

Hourly rate = rate per assigned hour-block.

The annual rate for a full-time teaching employee with an assignment of 22 hour-blocks per week will be 22/23 of the rate in Schedule A.

2. NON-TEACHING EMPLOYEES

<u>Classification</u>	<u>Rates per hour</u>
Nurse	28.63
Library Tech.	16.81
Secretary	15.50
Custodian	15.50

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SCHEDULE A

Effective September 1, 1997

1. TEACHING EMPLOYEES

<u>Experience</u>	<u>Qualifications and Rates</u>								
	<u>Steps</u>	<u>Minimal</u>			<u>Basic</u>			<u>Advanced</u>	
		<u>Annual</u>	<u>Daily</u>	<u>Hourly</u>	<u>Annual</u>	<u>Daily</u>	<u>Hourly</u>	<u>Annual</u>	<u>Daily</u>
0	28,535	146.33	24.57	30,138	154.55	25.95	31,741	162.77	27.34
1	30,138	154.55	25.95	31,741	162.77	27.34	33,344	170.99	28.72
2	31,741	162.77	27.34	33,344	170.99	28.72	34,947	179.22	30.09
3	33,344	170.99	28.72	34,947	179.22	30.09	36,550	187.44	31.48
4	34,947	179.22	30.09	36,550	187.44	31.48	38,154	195.66	32.86
5	36,550	187.44	31.48	38,154	195.66	32.86	39,757	203.88	34.24
6	38,154	195.66	32.86	39,757	203.88	34.24	41,360	212.10	35.62
7	39,757	203.88	34.24	41,360	212.10	35.62	42,963	220.32	37.00
8	41,360	212.10	35.62	42,963	220.32	37.00	44,566	228.54	38.38
9				44,566	228.54	38.38	46,169	236.76	39.76
10				46,169	236.76	39.76	47,772	244.98	41.14
11							49,375	253.21	42.52
12							50,978	261.43	43.90

Annual rate = rate based on assignment of 897 hour-blocks per annum, on a maximum of 195 duty days, including pay for all statutory holidays and all vacation pay.

Daily rate = 1/195th annual rate.

Hourly rate = rate per assigned hour-block.

2. NON-TEACHING EMPLOYEES

<u>Classification</u>	<u>Rates per hour</u>
Nurse	29.35
Library Technician	17.23
Secretary	15.89
Custodian	15.89

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Teaching Employees - Qualifications Recognition:

The Principal is responsible for assessing qualifications and determining resulting placement on the schedule at the time of initial appointment and any re-appointment.

- Minimal - undergraduate degree plus Independent School Teaching Certificate (subject restricted) or undergraduate degree plus Letter of Permission.
- Basic - undergraduate degree plus public school teaching certificate valid in B.C. or Masters degree with or without Independent School Teaching Certificate (subject restricted).
- Advanced - Masters degree with public school teaching certificate valid in B.C.; or Ph. D. degree.

Teaching Employees - Experience Recognition:

A: On Appointment

The Principal is responsible for assessing experience recognition and determining resulting placement on Schedule A at the time of appointment. It shall be based on information as provided by the employee, and as obtained from the institutions where the prospective employee was employed, etc. To be granted such recognition, the experience must be in institutions which the Principal deems comparable to those in Canada. The placement shall be calculated as follows:

1. one step for each "full-time equivalent year" of accumulated teaching experience composed of full-time and/or part-time experience in Canada in a recognized college, or public or recognized private school; and
2. one step for each "full-time equivalent year" of accumulated teaching experience composed of full-time and/or part-time experience outside of Canada in a recognized college, or at the secondary level in a public or recognized private school.
3. To calculate a "full-time equivalent year" of experience:
 - a) a minimum of 32 weeks (excluding vacation periods) of full-time equivalent teaching experience will be used for college and university experience;
 - b) a minimum of 38 weeks (excluding vacation periods) of full-time equivalent teaching experience will be used for elementary and secondary school experience;
 - c) blocks of less than eight (8) weeks will not be counted;
 - d) work periods of less than 50% of full time will not be counted;
 - e) not more than one step shall be granted for any 12 months period.
4. Other - in special circumstances, and at the sole discretion of the Principal, experience credit may be granted where the expertise of the teaching employee through work related experience is deemed essential to the success of the program and this includes the situation where no degree(s) can be submitted for qualifications recognition.

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B. On Staff

A teaching employee will be given credit for one year of teaching experience and advanced one step on the vertical scale until the maximum is reached, at the beginning of the month following completion of the equivalent of 12 full-time months on the staff (including annual vacation time). Not more than one year of credit shall be granted in a 12 months period.

**RICHMOND INTERNATIONAL HIGH SCHOOL & COLLEGE /
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Memorandum of Agreement

re: Moving from 22 to 23 Hour Blocks as Full-time Load

All continuing teaching employees employed on December 1, 1995 as such with assignments at that time of 22 hour-blocks per week:

- (a) if feasible will be offered assignments of 23 hour-blocks per week in 1996-97;
- (b) will be offered assignments of 23 hour-blocks per week if not already so offered, effective September 1, 1997.

No continuing teaching employee employed on December 1, 1995 as such, will be laid-off or have a reduction in the hour-blocks assignment effect on December 1, 1995 as a direct result of implementation of (a) or (b) above.

The provisions of Article 6.04 of the Collective Agreement will continue to apply except as a result of the paragraph immediately above.

**For Richmond International
High School & College**

**For Richmond International
Faculty and Staff Association**

Jindra Repa

Robin French-Greenslade

Arthur Guttman

Donna Abram

January 4, 1996

**RICHMOND INTERNATIONAL HIGH SCHOOL & COLLEGE /
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