

COLLECTIVE AGREEMENT

BETWEEN

SCHOOL DISTRICT NO. 92 (NISGA'A)



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2298**

CUPE

July 1, 2019 to June 30, 2022

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COLLECTIVE AGREEMENT

BETWEEN:

SCHOOL DISTRICT NO. 92 (NISGA'A)
(hereinafter called the "Board")

Party of the First Part;

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2298 (NISGA'A)
(hereinafter called the "Union")

Party of the Second Part.

WHEREAS the School Trustees of School District No. 92 (NISGA'A) have been given a mandate from the people of the Nass via the Nisga'a Tribal Council to maintain Nisga'a control of Nisga'a Education; and

WHEREAS the Union shares the philosophy of Nisga'a control of Nisga'a Education; and

WHEREAS it is the desire of the Board and the Union:

1. to provide an effective, efficient and ongoing education system for the District;
2. to maintain and improve harmonious relations;
3. to recognize the mutual value of joint discussions;
4. to promote the morale, well-being and security of the employees.

THEREFORE the Parties agree to the following:

ARTICLE 1 **RECOGNITION OF UNION**

1.01 **Bargaining Unit**

The Board recognizes the Canadian Union of Public Employees Local 2298 (Nisga'a) as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Industrial Relations Council.

1.02 **Exclusions**

It is agreed that the following positions are excluded from the terms and conditions of the Collective Agreement:

Secretary-Treasurer
Assistant Secretary-Treasurer
Director of Operations
Executive Assistant

1.03 Union Membership

As a condition of employment, all those employees who are members of the Union shall remain as members in good standing, and all new employees shall become members within thirty (30) days of employment.

1.04 Union Dues

The Board will honour any written assignment of wages of an employee to the Union, provided the Union has officially advised the Secretary-Treasurer of the current regular dues and initiation fee. In accordance with the assignment, the Board will deduct from the pay of the employee and will remit to the Union the amounts deducted within seven (7) days. The remittance will be accompanied by a list of employees involved and the amount of each deduction. An employee shall, as a condition of continued employment, provide the Board with a valid written assignment.

1.05 Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisor when dealing with or negotiating with the Board.

1.06 Union Bargaining Committee

The Union shall advise the Board of the members of the Union Bargaining Committee. Up to five (5) employees who are members of this Committee and so named in advance shall not suffer any loss in pay or benefits when attending bargaining sessions with the Board for a new Collective Agreement.

1.07 Picket Lines

An employee may refuse to cross a legal picket line arising out of a labour dispute. Such employee shall not be subject to disciplinary action other than loss of pay for the time involved.

1.08 Union Dues Receipts

The Board, where applicable, shall include the amount of union dues paid by each member on the annual Revenue Canada T-4 slip.

1.09 Joint Labour Management Committee

- (a) A Labour Management Relations Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the District.
- (b) The Committee shall enjoy the full support of both Parties and shall meet once per month or as otherwise mutually agreed. Employees will not suffer loss of pay for attendance at such meetings.
- (c) Without limiting the purpose of the Committee, it shall concern itself with improving the relations between the District and its employees; improving service to the Students; and correcting matters of mutual concern. The Committee shall not deal with grievances filed pursuant to the Collective Agreement.

ARTICLE 2 **DEFINITIONS**

2.01 **Regular Employee**

An employee who has been assigned to an established position and has successfully completed the probation period. This includes full-time and part-time employees.

2.02 **Part-Time Employee**

An employee who has been assigned to a position which is less than full time each day or week and works a stated number of hours on a regular basis.

2.03 **Temporary Employee**

- (a) An employee hired for a specified period or for a limited indefinite period, in either case expected to be less than ten (10) months; such an employee will be so advised at the time of hiring and where possible shall be given the approximate duration of the appointment. Upon completion of sixty (60) days of work in a classification, a temporary employee shall receive the "to one year on staff" rate of pay. A temporary employee may be terminated with one (1) day's notice, unless hired as a casual. A temporary employee who is made regular shall commence their seniority from their more recent date of hire as a temporary employee.
- (b) A temporary employee replacing a regular employee who is on a leave of over ten (10) months, shall, for benefit purposes only, be considered by the payroll department as a regular employee.

2.04 **Casual Employee**

A temporary employee who is hired on a day-to-day basis.

2.05 **Term Employee**

An employee whose normal work days are the days school is in session for pupils and who shall work on any other day upon notice of five (5) days. A term employee may be a regular employee or a temporary employee.

ARTICLE 3 **MANAGEMENT RIGHTS**

3.01 **General**

The Union recognizes and affirms the right and responsibility of the Board to manage and operate the School District and agrees that the employment, assignment, direction, and determination of employment status of the work force is vested exclusively in the Board, except as otherwise specifically provided for in this Agreement or applicable legislation.

ARTICLE 4 **POSTINGS**

4.01 **Job Postings**

The Board shall notify the Union in writing of each temporary position of two (2) months or longer and of each regular position to be filled and post notice of the position for a minimum of one (1) week so that all employees will know about the position available.

4.02 **Information in Postings**

Each notice shall contain the following information: nature of position, type of appointment, qualifications, skills, hours of work and salary.

4.03 **Notification to Employee and Union**

Within seven (7) consecutive days of the date of the appointment the Board shall notify the Union and all employees who applied for the position advising the name of the successful applicant.

ARTICLE 5 **PROBATION**

5.01 **Definition**

An employee, upon appointment to the staff, shall serve a probationary period of sixty (60) worked days in the position to determine the employee's competence and suitability for the position. Upon successful completion of the probationary period, the employee shall be so advised by the Board. During the probationary period, the employee may be dismissed for just and reasonable cause without notice. Just and reasonable cause shall include lack of competence or lack of suitability for the position. The probationary period for an employee "in training" shall be sixty (60) worked days or the length of the "in training" period, whichever is longer, and in addition to the above, lack of suitable progress shall be just and reasonable cause for dismissal.

ARTICLE 6 **TRIAL PERIOD**

6.01 **Trial Period**

An employee who has successfully completed the probationary period and who is appointed to another position shall serve a trial period of sixty (60) worked days in the new position. Upon completion of the trial period to determine the employee's competence and suitability for the new position, the employee shall be so advised by the Board.

During the trial period, the employee shall be returned to the position occupied prior to the change, without notice, because of lack of competence or lack of suitability for the new position. The employee may choose to return to the position occupied prior to the change at any time within the first ten (10) worked days of the trial period. In either situation, any other person appointed, promoted or transferred, etc., because of the rearrangement of positions shall also be returned to the former status. If the appointment is on a temporary basis, the employee shall return to the previous position at the conclusion of the temporary period, or at any time during the temporary period. If the appointment is "in training", the trial period shall be the length of the in-training period, or sixty (60) worked days, whichever is longer.

6.02 **Appointment Out of Unit**

An employee who fills a position replacing an employee who has been appointed to a position outside the Bargaining Unit, shall be returned to former status if the former occupant of the position returns to that position within sixty (60) days. Should the employee elect to remain in the position outside of the Bargaining Unit, their former position will be posted and filled as per the Collective Agreement.

ARTICLE 7 **SENIORITY**

7.01 **Definition**

Seniority is defined as the length of current service with the Board as a regular employee and shall include current service with the Board prior to the certification or recognition of the Union. Seniority shall operate on a District-wide basis. The appointment of an excluded employee to a Bargaining-Unit position shall not result, directly or indirectly, in the demotion or layoff of an employee. Upon successful completion of probation, seniority shall be retroactive to the date the probation period began.

7.02 Promotions and Transfers

In making promotions, transfers and staff appointments, the following factors will be considered:

- (a) The required qualifications and skills;
- (b) Seniority

When two (2) or more applicants meet the qualifications and skills for the duties of the position, seniority of years of service shall be the determining factor.

7.03 Seniority List

The Board shall maintain a seniority list showing the date upon which each employee's regular service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. The Board shall provide along with the Seniority List, an up-to-date secondary seniority list including the date upon which an employee's Secondary Seniority commenced and how many shifts each employee has worked.

Employees who are on Board approved leave shall not be removed from the seniority list and shall not accumulate seniority while on leave.

7.04 Seniority Accumulation

An employee shall accumulate seniority from the date of hire, including periods of absence because of sickness, accident, disability, maternity and parental leave in accordance with Article 15, paid leave of absence and unpaid leave of absence up to thirty (30) calendar days approved by the Board.

7.05 Loss of Seniority

Seniority shall be lost in the case of layoff after six (6) months in the case of any employee with less than twelve (12) months seniority or after fifteen (15) months in the case of any employee with twelve (12) or more months seniority from the date of layoff.

Seniority shall be lost when the individual turns down a recall, or three (3) days after being advised of a recall and not showing up unless it was not reasonably possible to report to work within the three (3) days, and in such a case the employee will not be considered to have lost recall rights as a result.

7.06

Secondary Seniority

- (a) Casual and temporary employees shall earn one (1) day of secondary seniority for each shift or portion of shift worked.
- (b) Secondary seniority shall be recognized once an employee has worked thirty (30) shifts within any six (6) month period.
- (c) Secondary seniority shall be for the purpose of applying for a regular or temporary posting (via posting) and for the purpose of shift assignment.
- (d) For the purpose of filling temporary or regular positions, an employee who applies for such a position shall be considered for a temporary or a regular position after regular employees and prior to outside applicants.
- (e) Commencement Date
This secondary seniority system shall commence effective March 13, 2001. Secondary seniority shall be calculated on the number of shifts worked since March 13, 2001.
- (f) Once a temporary or casual employee has attended a regular position and passed the applicable probationary period the employee's total seniority shall be applied retroactively.
- (g) Assignment of Casual Work
Employees who have recognized secondary seniority shall be offered short-term work for which they are qualified on the basis of their secondary seniority.
- (h) Loss of Secondary Seniority
An employee shall only lose secondary seniority in the event:
 - (i) The employee fails to respond to eight (8) consecutive call-ins or call-outs. It is understood that an employee who is unavailable for call-in or call-out shall notify the Employer in advance, except in emergencies. Casual and temporary employees shall not lose seniority if they are unable to work due to vacation, sickness, accident, disability or extenuating circumstances.
 - (ii) the employee is discharged for just cause and not reinstated.
 - (iii) the employee self-terminates their employment with the Board.
 - (iv) the employee has not worked for the Board for a period longer than fifteen (15) months.

ARTICLE 8

LAYOFF AND RECALL

8.01

Definition

A layoff is defined as a reduction in the work force or a reduction in an employee's hours of work.

8.02 Layoff

In the event of layoff, probationary employees shall be laid off first. Thereafter, layoffs shall be in reverse order of seniority, provided that the employees to be retained are qualified and willing to do the work of employees laid off.

8.03 Recalls

Employees shall be recalled from layoff in order of seniority, provided they are qualified to perform the work available. Employees on layoff shall be given an opportunity for recall prior to hiring new employees.

8.04 Notice of Layoff

An employee shall be given notice of layoff in accordance with their service:

- (a) two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months, and
- (b) after the completion of a period of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice, up to a maximum of eight (8) weeks' notice.
- (c) the Board is under no obligation to give notice of layoff to a term employee for those days when school is not normally in session.
- (d) when the Board lays off an employee and fails to comply with this Article, the Board shall pay the employee pay equal to the balance of the period of notice required.
- (e) a notice of layoff is not required for temporary employees who are hired for a specified period or for a limited indefinite period.

8.05 Bumping Procedures

- (a) An employee being laid off or displaced from their job as a result of a bump into their position, shall have the right to bump a less senior employee if the person bumping is qualified to perform the tasks assigned of the less senior employee.
- (b) Teacher Assistants who are assigned to a specific student shall be deemed non-bumpable for the school term but shall have the right to bump if their assignment to the student ends.
- (c) Nisga'a Language Assistant positions shall be non-bumpable. However, Nisga'a Language Assistants have the right to bump into any other position they are qualified for, provided they have the seniority.
- (d) An employee wishing to exercise their bumping rights shall, within five (5) working days of the date of notification of layoff, submit in writing to the Secretary-Treasurer notice of their intent to exercise the bumping procedures and shall indicate the person they wish to bump. The Board shall provide the seniority of the person and the qualifications needed for the position being bumped.

- (e) An employee shall be given a sixty (60) work day trial period in the new position. At any time during the trial period the employee may revert to layoff without opportunity for further bumping. The provisions in Article 6.01 which allow an employee on trial to return to their previous position shall not apply.
- (f) The bumping procedures for any layoff shall be completed within fourteen (14) calendar days of when the Board first notifies that there will be a layoff.

ARTICLE 9 **DISMISSAL AND DISCIPLINE**

9.01 **Just Cause**

The Board may dismiss or discipline any employee for just and reasonable cause.

9.02 **Warning**

Whenever the Board deems it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Board shall, within ten (10) days thereafter, give written particulars of such censure to the employee and shall convey a copy to the President of the Union.

9.03 **Personnel File**

- (a) An employee, upon providing reasonable notice to the Secretary-Treasurer shall be granted access to their personnel file. An employee shall be permitted to insert written, signed and dated comments regarding information contained in the file. The employee at their discretion may be accompanied by a Union representative.
- (b) An employee who has a five (5) year discipline free record shall have all disciplinary material over five (5) years removed from their file.
- (c) Any records dealing with a physical or sexual nature against children shall never be removed from any personnel files.
- (d) There shall be only one (1) personnel file for each employee, which shall be maintained at the Board Office in the custody of the Secretary-Treasurer. Supervisors shall have the right to keep files on the members that are under their supervision, but these shall only form part of the Board personnel files when they are submitted to the Secretary-Treasurer for their review and/or action.

9.04 **Confidentiality**

The Board and the Union agree to maintain the confidentiality of employee information and correspondence.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Definition

A grievance shall be defined as any difference arising out of the interpretation, application, operation or alleged violation of this Agreement, including any difference arising from the suspension, discipline, or dismissal of any employee; and including any question or difference as to whether a matter is arbitrable. Such question or difference shall be finally and conclusively settled without the stoppage of work in the following manner:

Step 1

An attempt to settle the difference shall be made by the employee(s) involved along with a Union representative, and by the immediate Supervisor. This Step shall be taken within seven (7) working days of the date of the alleged difference, or within seven (7) working days of when the employee or the Union first became aware of the alleged difference whichever is first.

Step 2

Failing satisfactory settlement within five (5) working days after the difference was submitted under Step 1, the difference may be submitted within ten (10) working days, in writing, by the grieving party to this Agreement to the Secretary-Treasurer of the Board, or their designate, and the President of the Local Union, or their designate, who shall endeavour to settle the difference.

Step 3

Failing satisfactory settlement within five (5) working days, the difference may be referred within ten (10) working days to a single Arbitrator or a Board of Arbitration, whose decision shall be final and binding.

Extensions to the time limits expressed in this procedure shall be made only by written agreement of the Parties to this Agreement. The Board will not object to a grievor being present at any step in the Grievance Procedure.

10.02

Arbitration

An Arbitration Board shall consist of a single Arbitrator, or a tribunal. The grieving Party shall submit the matter to arbitration by notifying the other Party in writing/electronically. The submission shall be to a single Arbitrator, unless either Party objects within three (3) days of receipt of the notification.

If the submission is to a single Arbitrator, the Parties shall have seven (7) days in which to agree on the Arbitrator, and failing such agreement, either Party within seven (7) days thereafter may request the Minister of Labour to make the appointment.

If the submission is to a tribunal, each Party shall advise the other, within five (5) days of the decision that the matter be submitted to a tribunal, of the name of its appointee. The two (2) appointees shall have a further seven (7) days in which to agree on a Chairperson. Failing such agreement, either Party within seven (7) days thereafter may request the Minister of Labour to make the appointment.

The Arbitration Board shall hear the matter and render a decision within ten (10) days of being wholly considered.

Each Party shall pay one-half (1/2) of the expenses and fees of a single Arbitrator or the Chairperson of a tribunal; and each Party shall pay the fees and expenses of its appointee to a tribunal.

The time limits in this procedure may be extended by consent of the Parties.

10.03

Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, the Union may initiate a policy grievance at Step 2 of the Grievance Procedure.

10.04

Pay for Union Representative

An employee acting as a Union representative at the same location shall not suffer any loss of pay for the time involved in grievance and arbitration proceedings as outlined above on behalf of a grievor.

ARTICLE 11 DAYS AND HOURS OF WORK

11.01 Days of Work

The normal work week shall consist of five (5) consecutive days, Monday to Friday inclusive, except as otherwise provided in this Agreement.

A Student Housing Parent will be scheduled based on a cycle of five (5) consecutive twenty-four (24) hour days of work followed by two (2) consecutive twenty-four (24) hour days of rest, during the period from Labour Day to the last day of school in June. Shorter periods may be scheduled when operationally necessary.

The Student Housing Supervisor may consult with Student Housing Parents before providing a schedule, in September, for the period September to December of the current year and another schedule, in December, for the period January to June of the same year.

Normally a Student Housing Parent will not be working during the Winter and Spring Break for students, except for a reasonable period for check-out of students and the preparation for check-in at the end of the break, as assigned. A Student Housing Parent shall work on any other day upon which other employees work, upon notice of five (5) days.

11.02 Hours of Work

The regular full-time work day shall be seven and one-half (7½) hours for clerical and paraprofessional employees, exclusive of a meal break.

The regular full-time work day shall be eight (8) hours for employees in other classifications, exclusive of a meal break. Meal breaks may vary from one-half (½) hour to one (1) hour, upon the concurrence of the Supervisor.

A Student Housing Parent, when a student is in Student Housing being supervised, shall not have set hours of work or specifically designated meal breaks. When there are no students in Student Housing, the days and hours of work shall be the same as the maintenance employees.

A Student Housing Parent may be permitted to attend to personal business during a regular scheduled work day when student(s) are being supervised, provided permission has been obtained. Such permission shall not be unreasonably withheld.

11.03

Four (4) Hour Minimum Work Day

- (a) The Board is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (b) Exemption from the four (4) hour minimum:
 - (i) student/noon hour supervisor
 - (ii) crossing guards
 - (iii) small schools with fewer than one hundred fifty (150) students in which case a two (2) hour minimum will apply
 - (iv) other positions by mutual agreement
- (c) The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period as defined elsewhere in the Collective Agreement.
- (d) Bus drivers are exempt from the requirement of consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (e) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are available to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours may be assigned as per the Collective Agreement.
- (f) The four (4) hour minimum shall begin or continue to be implemented immediately and completed no later than the commencement of the 2001-2002 school year.
- (g) Employees who have two (2) or more jobs in order to fulfill the four (4) hour minimum requirement will be paid according to the wage scale of each job for the time worked in that job.

11.04

Rest Break

An employee shall be permitted a paid rest period of ten (10) minutes in each of the first half and second half of a full shift, except as otherwise provided in this Agreement.

A Student Housing Parent, when any student is in Student Housing being supervised, shall not have specifically designed rest periods, otherwise the rest periods shall be as specified above.

11.05 Schedules

A record of regular days and regular hours of work for each employee shall be maintained by the Board and a current copy sent to the Union by September 30th of each year.

11.06 Time Cards/Time Sheets

Employees will complete an individual time sheet, which reflects hours worked, allocated SSLIF, meetings attended and all other pertinent information pertaining to accurate accounting of hours worked.

Employees will complete time sheets electronically, once the District has implemented this procedure. The District agrees to provide access and required training for the employees to do so.

The Board or designate shall contact an employee if there are discrepancies in the hours reflected on the time card or sheet after the employee has submitted their time card or time sheet.

Unless there is a signed approved leave form filled out, or an employee is working in a different classification than that for which they were hired, changes/corrections will not occur until the employee has been informed.

Any disagreements between the Parties will be resolved through the grievance process and will begin at Step 2 only after the employee, or the Union on the employee's behalf, has contacted the payroll department in an attempt to resolve the issue.

11.07 Staff Meetings

- (a) Employees may voluntarily attend staff meetings after their assigned hours without pay.
- (b) Employees who are required by the Principal/Vice-Principal to attend a staff meeting at their worksite shall be paid at their regular hourly wages for those hours (or part thereof) in attendance.

11.08 Non-Instructional Day

- (a) All employees shall be paid their regular wages while attending Professional Development days.
- (b) Employees shall continue at their regular position unless directed to attend Professional Development activities or assigned to other work by the employee's immediate Supervisor.
- (c) Board approved training with pay may also take place during the Professional Development days.
- (d) The Professional Development Days calendar for the following school term will be forwarded by the Board to the Union in June.

11.09 Emergency Closures

Notwithstanding Article 16.07 of this Collective Agreement, all employees who have commenced work shall continue to receive their regular wages for the balance of the day to a maximum of five (5) days when they are sent home by the Board.

ARTICLE 12 OVERTIME

12.01 General

Except as otherwise provided in this Agreement, the first three (3) hours worked on any day in excess of the normal daily or weekly full-time hours of work for the employee's classification, or on a general statutory holiday or the day named in lieu, shall be paid at time and one-half (1½) the employee's regular basic hourly rate of pay, and double time thereafter.

12.02 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate rate at a mutually agreeable time, but shall be paid in cash at the rate in effect at the time the overtime was worked if not taken by August 31st. Such choice shall be made at the time of reporting the overtime.

12.03 Student Housing Parent

- (a) The overtime provision shall not be applicable to a Student Housing Parent when any student is in Student Housing being supervised.
- (b) If no students are in Student Housing on any day, the overtime provision on that day shall be as specified above. If a Student Housing Parent works thirteen (13) or more consecutive twenty-four (24) hour days in that capacity when students are in the Home being supervised, the Student Housing Parent will be paid time and a half (1½) for such thirteenth (13th) day and subsequent consecutive twenty-four (24) hour days, provided these days are worked at the request of the Board.

12.04 Supervisor Approval

Any overtime, except in the case of emergency, shall only be undertaken with the approval of the immediate Supervisor.

ARTICLE 13 **GENERAL (STATUTORY) HOLIDAYS**

13.01 **Paid Holidays**

Except as otherwise provided in this Agreement, an employee shall be entitled to a holiday with pay, at the employee's rate of pay, for each of the following General Holidays:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| BC Day | Family Day |

13.02 **Term Employee**

A term employee shall be entitled to all General (Statutory) Holidays with pay, including those occurring during the scheduled school breaks, except they must qualify as follows for these days:

- Labour Day - must work in the week prior
- Canada Day - must work a day in the five (5) days after
- BC Day - must work in the week prior and a day in the BC Day week

13.03 **Casual Employee**

A casual employee shall receive General Holidays with pay in accordance with the provisions of the Annual General Holidays part of the Employment Standards Act and Regulations.

13.04 **Day off in Lieu**

When any of the General Holidays fall on an employee's scheduled day off, or is observed during the employee's annual vacation, or falls on a day when school is in session for teachers, the employee shall receive another day off with pay in lieu, at the employee's rate of pay, on a date to be determined by the Board after consultation with the Union.

ARTICLE 14 ANNUAL VACATIONS

14.01 General

Except as otherwise provided, an employee shall receive an annual vacation based on current service, of the number of days indicated in the following table:

ACCUMULATION	VACATION TIME	VACATION PAY
In the school year in which employment commences	1 day for each month of service to a maximum of 10 days	4%
In the school year of 1 st anniversary	10 days	4%
In the school year of the 2 nd , 3 rd and 4 th anniversary	15 days	6%
In the school year of the 5 th and to the 12 th (inclusive) anniversary	20 days	8%
In the school year of the 13 th and to the 19 th (inclusive) anniversary	25 days	10%
In each of the school years beginning at 20 th anniversary	30 days	12%
The school year is July 1 to June 30.		

14.02 Vacation Pay

Ten (10) month employees shall accrue vacation entitlement as a percentage of gross earnings on each pay, as per the percentages in Article 14.01. These employees shall be paid vacation days at Winter and Spring breaks with any balance paid out in the first pay period in June. Regular ten (10) month employees will carry forward any vacation accrued after the first pay period in June to the following school year.

14.03 Term Employee and Student Housing Parent

A term employee and a Student Housing Parent shall not receive vacation time but shall be paid vacation pay in accordance with the above table, at the times listed in the schedule below. If notice to withhold vacation pay is given at or before the notice date on the schedule below then vacation pay will be paid on the last pay period for June.

Pay Period	Notice on or before
Last Pay before Winter Break	December 1
Last pay before Spring Break	March 1
Second last pay in June	June 1
Last pay in June	Vacation pay will not be withheld at the end of the year.

14.04 Scheduling

The annual vacation shall be scheduled to be taken during the months of July and August following the accumulation period, except the maintenance staff, who shall schedule their vacation at any time. Upon request for special reason, the Board will consider scheduling annual vacation outside the July and August period.

ARTICLE 15 LEAVE OF ABSENCE

15.01 General

The Board may approve leave of absence with or without pay, to an employee requesting such leave for good and sufficient cause. The employee's Supervisor may grant such leave in appropriate circumstances pending the consideration of the Board. In such circumstances, the leave shall be granted without pay pending the decision of the Board.

15.02 Jury or Court Witness Duty Leave

The Board may grant leave of absence to an employee who serves as a juror or as a subpoenaed court witness other than on their own behalf. Payment to an employee who serves as a subpoenaed court witness shall be limited to five (5) working days per calendar year. If the leave is granted, the Board shall pay such an employee the difference between their normal earnings and the payment they received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

15.03 Weather Conditions

An employee on approved School District business who is stranded due to unforeseen weather conditions or unavoidable transportation problems, shall be paid as usual, and shall be paid expenses necessarily incurred during the period while the employee is unable to return to their position. An employee who is stranded away from the job on personal business shall be considered to be on leave of absence without pay and shall notify the Secretary-Treasurer of the circumstances at the earliest possible moment.

15.04

Compassionate Leave

Upon request, the Board shall grant an employee five (5) days leave of absence without loss of pay at the death of a parent, spouse, child(ren), brother, sister, bother-in-law, sister-in-law, grandparents, grandchildren, mother-in-law, father-in-law, aunt, uncle, nephew or niece. Family as defined in this article shall include adopted family according to well established cultural practices, providing that Nisga'a citizenship is established with Nisga'a Lisims government.

The Board shall grant an employee an additional two (2) days leave of absence without pay for travel purposes should travel one way exceed two-hundred kilometres (200kms) beyond the employee's place of employment.

An employee may be granted compassionate leave without pay by the Board, on application, in the case of death of someone not included above.

Where a person employed by the Board is required to administer burial responsibilities, then that person shall be granted reasonable leave of absence without pay to carry out those responsibilities. Any leave under this Article over five (5) days must have Board or Designate approval.

T'il luulak' Leave

An employee who is of the T'il luulak' Wilp may be granted leave up to five (5) days without pay to carry out burial responsibilities.

Xts'ihln'iinak'amskw Leave

An employee who has to attend a Wo'om pdeekhl to Xts'ihln'iinak'amskw may be granted one (1) day off without pay to fulfil their responsibilities.

15.05

Other Leave

- (a) An employee who provides proof that they are required or requested to attend the Nisga'a Lisims Special Assembly as a representative of their village or the Union shall be granted leave of absence without pay provided application is made to the Board or Designate in advance. A maximum of two (2) employees shall be granted such leave at the same time. This leave will be granted on a first requested, first approved basis.
- (b) Such leave shall also be granted for a maximum of two (2) days to attend events for Hoobiyee, Indigineous Day, or to attend the Nisga'a Lisims Special Assembly as an observer. A maximum of two (2) employees in the district shall be granted such leave at the same time.
- (c) All other Wilp responsibilities will be considered on an individual basis.

15.06

Representative of Union

An employee elected or appointed to represent the Union at a convention or meeting may be granted leave of absence without pay upon application to the Board.

15.07 Examinations

An employee may be granted leave of absence with pay, upon application in advance to the Board, to write an examination to upgrade the employee's employment qualifications.

15.08 Sick Leave

- (a) Definition
Sick leave means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine or accident for which compensation is not payable under the Workers' Compensation Act.
- (b) Accumulation
Sick leave shall be granted to regular employees on the basis of one and one half (1½) days for every month of service. The unused portion of an employee's sick leave shall accrue for the employee's future benefits to a maximum of one hundred and twenty (120) days.
- (c) Proof of Illness
An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) consecutive days or after five (5) sick days have been taken in the current year. The Board shall pay for medical certificates upon presentation of a receipt.
- (d) Emergent Medical Care
Up to three (3) days of accumulated sick leave may be used for emergent medical care of a member's spouse, parent or children.

15.09 Maternity Leave

Maternity leave is governed by Section 50 of the Employment Standards Act (BC). Section 50 is reproduced in Appendix "A".

15.10 Parental Leave

Parental leave is governed by Section 51 of the Employment Standards Act (BC). Section 51 is reproduced in Appendix "A".

15.11 Extended Leave

A Student Housing Parent after three (3) consecutive years of service as a Student Housing Parent with School District No. 92 (Nisga'a) may, upon written request to the Secretary-Treasurer by May 31st, be granted leave of absence without pay for a period of not less than three (3) months and not more than ten (10) months of subsequent school term. Such leave shall commence on September 1 of the school term subsequent to the request.

ARTICLE 16 PAYMENT OF WAGES

16.01 Pay Days

Employees shall be classified and paid bi-weekly, in accordance with Schedules A and B attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions. Payment shall be by deposit to the local bank or Credit Union of the employee's choice.

16.02 Rate for New or Changed Classification

In the event of a new classification or a substantial change in an existing classification being made by the Board, a rate shall be set by the Board. The information shall be conveyed to the Union forthwith. If within twenty-one (21) days of receipt of the information the Union so requests, the Board and the Union shall meet to discuss the new rate. If the Parties are unable to agree on the rate within ten (10) days of the request, the matter shall be referred to arbitration in accordance with the arbitration Article in this Agreement. The new rate shall be effective on the date the change was made or the new classification was introduced.

16.03 Pay on Temporary Appointment to Higher Rated Position

When an employee is authorized and temporarily relieves in or performs the principal duties of a position in a higher classification, the employee shall be paid as if promoted to the position.

16.04 Pay on Temporary Appointment to Lower Rated Position

When an employee is temporarily assigned to a position in a lower classification, the employee's rate shall not be reduced.

16.05 Proper Classification

An employee shall have the right to appeal the classification occupied. The employee, with a Union representative if they so wish, shall first discuss the classification with the Secretary-Treasurer. Following such discussion if the employee still does not agree that they are properly classified, the employee, through the Union, may take the matter to arbitration in accordance with the arbitration procedure in this Agreement. The Arbitration Board shall deal only with the question of whether the employee is properly classified or not.

When an employee is reclassified to a classification in a different pay range, the employee shall be treated, for pay purposes, as if promoted or demoted. An employee shall not have pay reduced by reason of a change in classification that is caused other than by the employee but shall remain at the dollar value of pay in effect until the appropriate salary for the new classification equals or is greater than the protected amount.

16.06 Callout

It is acknowledged by the Parties that from time to time emergency situations arise. During these situations, an employee who is called out to work without advance notice, outside the employee's regular hours, shall be paid at overtime rates for the time worked, plus reasonable time to travel from the employee's home to the place of work and to return. Such pay shall not be less than the amount payable for two (2) hours of overtime rates. Such hours shall not be part of the day's work for overtime purposes.

16.07 Minimum Daily Pay

The Board shall pay an employee reporting to work, as required by the Board, their regular wage for the entire period spent at the place of work, with a minimum in any of:

- (a) two (2) hours' pay unless the employee is unfit to perform their duties, or they have failed to comply with the Industrial Health and Safety Regulations of WorkSafe BC; or
- (b) where the employee commences work, four (4) hours' pay unless their work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case (a) applies.

ARTICLE 17 EMPLOYEE BENEFITS (not applicable to casual employees)

17.01 Participation

1. An employee who is working on the basis of fifty percent (50%) of full time or more shall participate, as a condition of employment, in the following plans (b) to (e) inclusive if eligible. Participation in plan (a) is optional to the employee.

The participation shall commence, if still employed, effective at the beginning of the month next following the month in which the employee started to work in the current employment appointment.

The premiums shall be paid as indicated. Payment of the employee's share shall be by payroll deduction.

PLAN	PREMIUM SHARING
(a) Medical Services	Employer 75%; employee 25%
(b) Extended Health Benefit (including vision care)	Employer 100%
(c) Dental Plan (100% A, 50% of B paid by plan)	Employer 50%; employee 50%
(d) Group Life (coverage \$35,000 and \$35,000 AD & D)	Employer 100%
(e) Sickness and Accident Insurance (In general terms this plan provides for 75% of earnings to a maximum allowable by the Employment Insurance Act for up to 52 weeks commencing on the first day in the case of an accident or hospitalisation and on the sixth (6 th) day in the case of sickness.)	Employer 100%

2. Schedule of Benefits

- (i) It is understood that the Board's maximum liability for the benefits is its agreed upon share of the premiums.

17.02 Coverage During Sickness or Accident Absence

In the case of absence for sickness or accident, the employee shall continue to be covered by plans (a) to (d) above for a maximum of one (1) year from the commencement of the absence, or to the termination of the contract period in the case of a temporary employee working on a contract with specific termination dates if sooner.

The Employer and the employee will continue to pay their respective shares of the premiums.

17.03 Leave of Absence Coverage

During a leave of absence, at the employee's request, the employee may continue to be covered by plans (a) to (e) above, provided that the employee pays the total premiums in advance (both the Employer's share and the employee's share). Plan (e) above ceases to apply when the leave of absence without pay is to commence.

17.04 Term Employee or Student Housing Parents Summer Closure

A term employee or a Student Housing Parent who is participating in the plans in the month of June shall continue to be covered for the months of July and August by plans (a) to (e) above. In such cases the employee's shares of the premiums shall be paid by payroll deduction in June. Plan (e) is not applicable when such an employee would not otherwise be on the job.

17.05 Long Term Disability Plan

The Board agrees to administer a Union Long Term Disability plan at the request of the Union. The employee shall pay the full cost of the premiums through payroll deductions. All eligible employees will, as a condition of employment, enroll in the plan.

17.06 Benefits Trust/LTD/Return to Work

The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.

Once the trust is able to take on that responsibility, the Parties agree that they will participate on the following conditions.

- (a) If there is no penalty clause in the current contract(s) with existing benefits carrier(s)/ consultant(s), as soon as possible; or,
- (b) If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30, 2000 and June 7, 2000 which specify the basis upon which school districts participate in the trust and as clarified in their Recommendations Regarding Outstanding Accord Matters dated March 21, 2001.

The Parties further agree to participate in a government funded long term disability plan and early return to work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.

The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

ARTICLE 18 PENSION PLAN RETIREMENT

18.01 Participation

- (a) Eligible employees shall be brought within the scope of the Pension (Municipal) Act.
- (b) An employee who is not compelled to participate in the pension plan and works fifty percent (50%) of regular full-time or more may opt to participate in the pension plan, and in such case the Board shall concur.
- (c) All employees (including part-time and casual) shall be given the option of enrolling as members of the Pension (Municipal) Plan when the employee has completed two (2) years of continuous employment and has earnings of not less than thirty-five percent (35%) of the year's maximum Canada Pension Plan pensionable earnings in each of two (2) consecutive calendar years.

18.02 Retirement Age

The minimum retirement age and the maximum retirement age shall be as defined in the Pension (Municipal) Act.

ARTICLE 19 TECHNOLOGICAL CHANGE

19.01 General

Where the Board proposes that a technological change be introduced which will:

- (a) affect the terms and conditions of security or employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alter significantly the basis upon which this Collective Agreement was negotiated;

either Party may refer the matter to an arbitration board pursuant to Part VI of the Industrial Relations Act of British Columbia, and in accordance with Part IV, Section 74.

ARTICLE 20 HEALTH AND SAFETY

20.01 Accident on the Job

An employee who is injured on the job during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall be paid for the balance of the employee's shift at the regular rate of pay unless a doctor or nurse states that the employee is fit for further work on that shift. Transportation to the nearest physician or hospital for an employee requiring medical care as a result of an accident on the job shall not be at the expense of the employee.

20.02

Joint Health and Safety Committee

The Parties agree that the intent of this Agreement is to ensure that all employees have access to the Joint Health and Safety Committee structure. Joint Health and Safety Committees will be established and operated as outlined below:

- (a) Union representatives shall be employees at the workplace appointed by the Union, the Employer representative shall be appointed by the Employer.
- (b) The Committee shall consist of two (2) CUPE Representatives, one (1) Administrative Officer, the Director of Operations, and the Secretary-Treasurer or designate.
- (c) The committee(s) will function in accordance with the WorkSafe BC requirements and Health and Safety Regulations and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committee(s) shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (d) Work shall generally be conducted in well-maintained facilities. Maintenance includes cleanliness, heating, lighting and other physical conditions.
- (e) Where a situation is of immediate danger to the employee or students, the employee shall immediately report to the employee's immediate Supervisor.
- (f) The Committee duties shall include:
 - (i) assisting in creating a safe and healthful place of work and learning;
 - (ii) ensuring that regular inspections are carried out by WorkSafe BC;
 - (ii) making recommendations on safe and healthful working conditions; and
 - (iii) the Committee shall operate under the guidelines as set out in the WorkSafe BC regulations.

20.03

Violence in the Workplace

Violence

Violence is not part of the job nor is it an expectation or requirement of employment. Violence in any form is not acceptable in the workplace.

Employees have a right to a safe workplace, free from all forms of violence. They have the right to refuse unsafe work, including violent situations, without fear of reprisal in accordance with applicable Provincial and Federal Legislation, Regulations, Policies and Guidelines.

Definition of Violence: The attempted, threatened or actual conduct of any person that causes or is likely to cause injury and includes any threatening statement or behavior that gives an employee reasonable cause to believe that persons, including employees, supported individuals or members of the public are at risk of injury.

Investigations into incidents of violence will be the purview of the Employer, the Union and the Joint Health and Safety Committee or representative.

Sexual Harassment

- (a) The Parties recognize the right of CUPE members to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of sexual harassment which may arise in the workplace.
- (b) Sexual harassment is defined as:
 - 1. Unwelcome conduct;
 - 2. Of a sexual nature;
 - 3. That causes detrimental effects on the work environment or leads to adverse job-related consequences.

The Board is committed to taking appropriate disciplinary action if an allegation of sexual harassment is substantiated.

Harassment

The Parties recognize that all employees are entitled to work in an environment free from harassment. Harassment is defined as any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated.

Allegations of Harassment shall be dealt with in the following manner:

- (a) Complaints of alleged harassment shall be treated seriously and in accordance with WorkSafe BC Regulations;
- (b) Allegations of harassment are to be put forward, in writing, to the employee's immediate Supervisor and/or the Secretary-Treasurer, through the President of the Union, or designate;
- (c) Any complaint from a member of the Union alleging harassment within the School District will be investigated by the Secretary-Treasurer or designate, and a meeting will be held;
- (d) No individual shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of harassment.

20.04

Medication

Employees shall be responsible for the administration of medication to students only, under the following conditions:

- (a) The parent has requested the school's assistance in writing and has signed an authorization requesting administration of medication by the employee;
- (b) The Nisga'a Valley Health Board has been informed and a medical alert card has been completed;
- (c) The employee has been trained by staff from the Health Board in the administration of the medication and possible side effects;
- (d) The medication is stored in a locked storage place;
- (e) The medication is supplied in blister packages if possible; and
- (f) Records are kept detailing the administration of the medication.
- (g) No employee shall be permitted to provide or administer any medication including over the counter medications other than provided for in (a) to (f) above.

20.05

Communicable Disease or Infestations

Union members who know of or suspect that a student or group of students are suffering from a communicable disease or infestation shall report the same to the teacher or Administrative Officers and the teacher or Administrative Officer will continue the process set out in the BC Health Act.

ARTICLE 21

GENERAL

21.01

Copy of Agreement

Each new employee will have access to an electronic copy of the Agreement by the Board.

Link: www.nisgaa.bc.ca

21.02

Union Access

The Board may, upon request, provide the Union with access to office equipment at reasonable cost to be used outside of normal working hours. The Board may, upon request, allow use of its facilities for Union meetings.

21.03

Terminology

The Parties agree that gender neutral terms will be applied throughout the Collective Agreement.

21.04

Bulletin Boards

The District shall make available a suitable bulletin board, or appropriate space on an existing bulletin board, for the purpose of posting Union information.

21.05 Indemnification

Employees who have proceedings brought against them from actions arising out of the lawful performance of their duties shall report the same to the Board and the Board shall activate the Ministry of Education's Protection program.

21.06 Contracting Out

No regular employee shall be laid off as a consequence of contracting out work normally performed by a member of the Bargaining Unit.

21.07 Courses, Seminars and Workshops

When the Board requests an employee to attend courses, seminars and workshops related to their employment, the Board shall pay all costs and the employee shall receive their regular wage and benefits normally afforded to that employee in this Collective Agreement.

21.08 Professional Development Fund

(a) The Board agrees to provide employees, covered by this Agreement, an opportunity to conduct an in-service training seminar on a day designated as professional development for teachers. The date and agenda shall be subject to the approval of the Secretary-Treasurer. An employee attending such a seminar shall be paid the employee's regular wages for that day. All employees may attend this CUPE professional development day.

It is understood that in special circumstances the Administrative Officer may request that a specific employee remain at the employee's work site for that day. Any dispute arising from this provision shall be dealt with beginning at Step 2 of the grievance procedure.

(b) The board will deposit five thousand dollars (\$5,000) annually to a fund for job-related professional development. The Union will deposit one thousand dollars (\$1,000) annually to this fund. The Union will give the Board an accounting of the money spent annually.

21.09 Copy of the Board Policy Manual

The Secretary-Treasurer of the Board shall provide the President of the Union with a copy of the Board Policy Manual and updates as they are adopted by the Board.

ARTICLE 22 DURATION OF AGREEMENT

22.01 General

This Agreement shall be binding and remain in effect from July 1, 2019 to midnight June 30, 2022 and shall continue from year to year thereafter unless either Party gives notice, in accordance with the Labour Relations Code of BC, requiring the other Party to commence collective bargaining.

SIGNED THIS _____ day of _____, 2020

SIGNED FOR THE BOARD:
School District 92 (Nisga'a)

SIGNED FOR THE UNION:
CUPE Local 2298

Elsie Davis, Board Chair

Len Hanson, President

Kory Tanner, Secretary-Treasurer

Marty Cox, Secretary-Treasurer

SCHEDULE "A" – July 1, 2019 Rate of Pay

CLASSIFICATION	July 1, 2019 Rate of Pay 2.0%		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	\$21.33	\$22.08	\$22.80
Bus Driver	\$22.13	\$22.88	\$23.66
Clerk Typist	\$18.97	\$19.47	\$19.95
Custodian I	\$19.40	\$20.02	\$20.62
Custodian in Charge II (alone or supervising one other)	\$20.17	\$20.81	\$21.47
Custodian in Charge III (supervising two others or more)	\$22.13	\$22.88	\$23.66
Educational Assistant I (Qualified)	\$22.30	\$23.08	\$23.89
Educational Assistant II (Unqualified)	\$21.52	\$22.02	\$22.52
Labourer	\$19.02	\$19.62	\$20.23
Maintenance 1 (unskilled/apprentice/helper)	\$19.40	\$20.02	\$20.62
Maintenance 2 (semi-skilled)	\$21.33	\$22.08	\$22.80
Maintenance 3 (skilled)	\$22.13	\$22.88	\$23.66
Maintenance Trades or TQ	\$25.51	\$26.48	\$27.42
Nisga'a Language Assistant 1	\$21.97	\$22.52	\$23.05
Nisga'a Language Assistant 2	\$22.48	\$23.21	\$23.94
Payroll Clerk	\$23.04	\$23.67	\$24.32
Receptionist/Typist	\$20.96	\$21.52	\$22.04
Secretary-Elementary School	\$21.31	\$21.88	\$22.40
Secretary-Secondary School	\$21.70	\$22.33	\$22.99
Student Data Clerk	\$25.51	\$26.48	\$27.42
Student Housing Parent *	\$180.21/day (\$22.53/hr)	\$186.61/day (\$23.33/hr)	\$193.41/day (\$24.18/hr)
Supervisor Student Housing *	\$189.28/day (\$23.66/hr)	\$195.87/day (\$24.48/hr)	\$201.75/day (\$25.22/hr)

SCHEDULE "A" – July 1, 2020 Rate of Pay

CLASSIFICATION	July 1, 2020 Rate of Pay 2.0%		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	\$21.76	\$22.52	\$23.26
Bus Driver	\$25.57	\$26.34	\$27.13
Clerk Typist	\$19.35	\$19.86	\$20.35
Custodian I	\$19.79	\$20.42	\$21.03
Custodian in Charge II (alone or supervising one other)	\$20.57	\$21.23	\$21.90
Custodian in Charge III (supervising two or more)	\$22.57	\$23.34	\$24.13
Educational Assistant I (Qualified)	\$22.75	\$23.54	\$24.37
Educational Assistant II (Unqualified)	\$21.95	\$22.46	\$22.97
Labourer	\$19.40	\$20.01	\$20.63
Maintenance 1 (unskilled/apprentice/helper)	\$19.79	\$20.42	\$21.03
Maintenance 2 (semi-skilled)	\$21.76	\$22.52	\$23.26
Maintenance 3 (skilled)	\$22.57	\$23.34	\$24.13
Maintenance Trades or TQ	\$26.02	\$27.01	\$27.97
Nisga'a Language Assistant 1	\$22.41	\$22.97	\$23.51
Nisga'a Language Assistant 2	\$22.93	\$23.67	\$24.42
Payroll Clerk	\$23.50	\$24.14	\$24.81
Receptionist/Typist	\$21.38	\$21.95	\$22.48
Secretary-Elementary School	\$21.74	\$22.32	\$22.85
Secretary-Secondary School	\$22.13	\$22.78	\$23.45
Student Data Clerk	\$26.02	\$27.01	\$27.97
Student Housing Parent *	\$183.81/day (\$22.98/hr)	\$190.34/day (\$23.79/hr)	\$197.28/day (\$24.66/hr)
Supervisor Student Housing *	\$193.07/day (\$24.13/hr)	\$199.79/day (\$24.97/hr)	\$205.79/day (\$25.72/hr)

SCHEDULE "A" – July 1, 2021 Rate of Pay

CLASSIFICATION	July 1, 2021 Rate of Pay 2.0%		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	\$22.20	\$22.97	\$23.73
Bus Driver	\$26.08	\$26.87	\$27.67
Clerk Typist	\$19.74	\$20.26	\$20.76
Custodian I	\$20.19	\$20.83	\$21.45
Custodian in Charge II (alone or supervising one other)	\$20.98	\$21.65	\$22.34
Custodian in Charge III (supervising two or more)	\$23.02	\$23.81	\$24.61
Educational Assistant I (Qualified)	\$23.21	\$24.01	\$24.86
Educational Assistant II (Unqualified)	\$22.39	\$22.91	\$23.43
Labourer	\$19.79	\$20.41	\$21.04
Maintenance 1 (unskilled/apprentice/helper)	\$20.19	\$20.83	\$21.45
Maintenance 2 (semi-skilled)	\$22.20	\$22.97	\$23.73
Maintenance 3 (skilled)	\$23.02	\$23.81	\$24.61
Maintenance Trades or TQ	\$26.54	\$27.55	\$28.53
Nisga'a Language Assistant 1	\$22.86	\$23.43	\$23.98
Nisga'a Language Assistant 2	\$23.39	\$24.14	\$24.91
Payroll Clerk	\$23.97	\$24.62	\$25.31
Receptionist/Typist	\$21.81	\$22.39	\$22.93
Secretary-Elementary School	\$22.17	\$22.77	\$23.31
Secretary-Secondary School	\$22.57	\$23.24	\$23.92
Student Data Clerk	\$26.54	\$27.55	\$28.53
Student Housing Parent *	\$187.49/day (\$23.44/hr)	\$194.15/day (\$24.27/hr)	\$201.23/day (\$25.15/hr)
Supervisor Student Housing *	\$196.93/day (\$24.62/hr)	\$203.79/day (\$25.47/hr)	\$209.91/day (\$26.24/hr)

*Note – The Student Housing Parent daily rates have been converted to an hourly rate, in brackets, based on eight (8) hours for the purpose of calculating pay equity adjustments.

Notes

1. Promotion: a move from one pay grade to a higher pay grade moves employees to the rate of the new range which is the next higher dollar figure (demotion is to a rate on the new range which is next lower).
2. Shift Differential: an employee working a regularly scheduled period between 18:01 hours and 06:00 hours shall be paid a shift differential of fifty cents (\$0.50) per hour for each hour worked between those hours if paid at straight time. The differential shall not apply in overtime situation.
3. Student Housing Parents: if only one Student Housing Parent is assigned to Student Housing on a regular basis, such employee will be paid a rate per day as per Schedule A. In such case the employee and spouse will receive room and board at no additional charge in Student Housing on days while the employee is on paid duty. If a couple is employed as Student Housing Parents in the same Student Housing, each will receive room and board with no additional charge on days while on paid duty.
4. Employees who hold valid Occupational First Aid Certificates shall be paid an allowance of:

Level 1 First Aid Certificate	\$0.30 per hour for each hour worked.
Level 1 First Aid Certificate with Transportation Endorsement	\$0.40 per hour for each hour worked.
Level 3 First Aid Certificate First Year	\$0.50 per hour for each hour worked
Level 3 First Aid Certificate after First Year	\$0.60 per hour for each hour worked

When required by the position or the Employer, the Board shall pay for lost wages for employees taking first aid training during working hours.

There shall be a maximum limit of the allowance for First Aid Certificates as follows:

Nisga'a Elementary/Secondary School (NESS)	2
Other Schools	1 each
Maintenance Department	1
Board Office	1

5. An employee who, at the signing of this Collective Agreement, is not classified as a bus driver and who does not regularly drive a bus and who holds a valid licence enabling them to drive a Nisga'a School District school bus and can be so assigned from time to time, shall be paid an additional stipend of twenty cents (\$0.20) per hour for each hour worked. When actually employed as a bus driver, such an employee will be paid accordingly (or at their regular rate plus this stipend, whichever is higher).

This additional stipend of twenty cents (\$0.20) per hour will only be paid to those who are not classified as a bus driver but who hold a valid licence as of July 1, 2019.

6. Charge Hand: an employee assigned as charge hand (in charge of at least two (2) others, or at the discretion of the Supervisor) shall be paid an allowance of one dollar (\$1.00) per hour for each hour as a charge hand.

7. Employees will not be expected to use personal vehicles in the course of their duties.
8. Effective July 1, 1993: Gingo premium of fifteen cents (\$0.15) per hour for all hours worked by employees working at Nathan Barton Elementary School.

SCHEDULE "B"

BUS DRIVERS ON EXTENDED TRIPS

1. Driving time shall be paid at regular rates, including daily but not weekly overtime where applicable, and where such time is in addition to the regular work day.
2. Waiting time is paid at straight time rates.
3. On trips started and completed without overnight break, waiting time shall be added to driving time, but waiting time shall not count as hours worked for purposes of determining overtime entitlement.
4. On trips with an overnight break, waiting time shall be added to driving time, on each day, provided the total time so calculated (waiting plus driving) does not exceed eight (8) hours.
5. Waiting time shall commence at 9:00 a.m., provided driving time has not commenced by that time.

Definitions

Waiting time:

is not spent at the destination, or en route and is not considered as driving time. Appropriate time at destination shall be set aside as meal hours and shall not be counted as waiting time.

Driving time:

is time spent driving and includes bus warm-ups and preparation, loading, unloading, parking, meals and short stops en route.

LETTER OF UNDERSTANDING #1

between
SCHOOL DISTRICT NO. 92 (NISGA'A)
and
CUPE LOCAL 2298

RE: Pay Equity

It is understood and expressly agreed that the Board and the Union will do the following:

1. The Union and the Board agree to implement pay equity in accordance with the PSEC guidelines and principles which became effective September 25, 1995.
2. The Board and the Union hereby agree to use and where appropriate adapt the CUPE pay equity plan.
3. Funding for pay equity purposes shall be limited to the funds available from the government.

SIGNED THIS _____ day of _____, 2020

SIGNED FOR THE BOARD:
School District 92 (Nisga'a)

SIGNED FOR THE UNION:
CUPE Local 2298

Elsie Davis, Board Chair

Len Hanson, President

Kory Tanner, Secretary-Treasurer

Marty Cox, Secretary-Treasurer

LETTER OF UNDERSTANDING #2

between
SCHOOL DISTRICT NO. 92 (NISGA'A)
and
CUPE LOCAL 2298

RE: Nisga'a Language Assistants Grid Schedule

The Parties agree to meet to explore a grid schedule for Nisga'a Language Assistants. The purpose of this schedule will be to recognize the additional courses and certification of individuals in the positions. The grid shall be implemented July 1, 1996.

SIGNED THIS _____ day of _____, 2020

SIGNED FOR THE BOARD:
School District 92 (Nisga'a)

SIGNED FOR THE UNION:
CUPE Local 2298

Elsie Davis, Board Chair

Len Hanson, President

Kory Tanner, Secretary-Treasurer

Marty Cox, Secretary-Treasurer

LETTER OF UNDERSTANDING #3

between

SCHOOL DISTRICT NO. 92 (NISGA'A)

and

CUPE LOCAL 2298

RE: Service Improvement Allocation (SIA)

1. The Parties agree to committing the allocation of \$15,000 of Local Bargaining Funds, as referenced in item 3 of the Provincial Framework Agreement, to Bus Driver rates of pay and to CUPE professional development; and
2. The Parties agree that effective July 1, 2020, the Bus Driver rate will be increased by three dollars (\$3.00) per hour and this will be reflected in Schedule A of the wage grid.
3. Upon ratification of the Collective Agreement, the Parties agree that a Professional Development Committee made up of three (3) members of Management and a total of four (4) members from CUPE Local 2298 as per the following will be formed:

Accounting Clerk/Clerk Typist/Payroll Clerk/Receptionist-Typist – 1 member

Student Data Clerk/Secretary classifications

Bus Driver/Maintenance/Custodian classifications - 1 member

Educational Assistant - 1 member

Language Assistant classifications - 1 member; and

4. The Parties agree that this committee shall meet no later than September 30, 2019 to develop the Committee's Terms of Reference; and
5. The Parties agree that the Local may invite the CUPE National Representative to sit in on the committee meetings in an advisory role; and
6. Any monies remaining after the Bus Driver rates are implemented will be used to create a Professional Development Fund which shall be administered by the Professional Development Committee. This fund shall be used for training and development that enhances student learning, enhances an employee's skills within their current classification, supports Board Policy and/or contributes to a positive and inclusive work/learning environment and may include out-of-district requests which include travel costs associated with travel outside of the NASS Valley, so that CUPE employees may participate in out-of-district professional development opportunities; and

7. The Parties agree that the District is under no obligation to expend more than the SIA amount of \$15,000 per year.

SIGNED THIS _____ day of _____, 2020

SIGNED FOR THE BOARD:
School District 92 (Nisga'a)

SIGNED FOR THE UNION:
CUPE Local 2298

Elsie Davis, Board Chair

Len Hanson, President

Kory Tanner, Secretary-Treasurer

Marty Cox, Secretary-Treasurer

APPENDIX "A"

Pregnancy Leave & Parental Leave Provisions

(Employment Standards Act)

Maternity leave

- 50 (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins
- (a) no earlier than 13 weeks before the expected birth date, and
 - (b) no later than the actual birth date
- and ends no later than 17 weeks after the leave begins.
- (1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- (2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- (3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).
- (4) A request for leave must
- (a) be given in writing to the employer,
 - (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

Parental leave

- 51 (1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to,
- (a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under section 50,
 - (b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and
 - (c) [Repealed 2011-25-327.]
 - (d) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
- (a) be given in writing to the employer,
 - (b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

APPENDIX "B"

Provincial Framework Agreement ("Framework") 2019-2022
between
BC Public School Employer's Association ("BCPSEA")
and
The K-12 Presidents' Council and Support Staff Unions ("the Unions")

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

and

The K-12 Presidents' Council and Support Staff Unions ("the Unions")

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions who are members of the K-12 Presidents' Council and Boards of Education.

1. Term

July 1, 2019 to June 30, 2022

2. Wages Increases

General wage increases as follows:

Year one: 2.0% - July 1, 2019

Year two: 2.0% - July 1, 2020

Year three: 2.0% - July 1, 2021

3. Local Bargaining

Provide funding to the local support staff tables for service enhancements that are beneficial to students and as otherwise consistent with the 2019 Sustainable Services Negotiating Mandate in the amount of:

Year	Amount
2019/2020	\$0
2020/2021	\$7,000,000
2021/2022	\$7,000,000

The \$7 million is an ongoing annual amount.

This money will be prorated according to student FTE providing that each district receives a minimum of \$15,000 annually.

E & O E

4. Benefits

Provide annual ongoing funding to explore and implement enhancements to the Standardized Extended Health Plan including consideration of an addiction treatment support program as below:

Year	Amount
2019/2020	\$1,000,000
2020/2021	\$3,000,000
2021/2022	\$3,000,000

A one-time joint committee of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the support staff unions.

Any residual from the 2019-2022 for benefits standardization will be allocated to training initiatives under the Support Staff Education Committee.

Further, the Parties agree that the existing funds held in the Support Staff Education and Adjustment Committee as set out below will be transferred to the PEBT and utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost consideration, and relapse response.

- a. 2010-2012 FLOU – remaining balance of \$477,379
- b. Work Force Adjustment – remaining balance of \$646,724

5. Safety in the Workplace

The Parties agree that, in accordance with WorkSafe BC regulations, safety in the workplace is an employee right and is paramount. The Parties commit to providing a healthy and safe working environment which includes procedures to eliminate or minimize the risk of workplace violence. The Parties will work collaboratively to support local districts and unions to comply with all WorkSafe BC requirements.

Information relating to refusing unsafe work, and workers' rights and responsibilities, and employer responsibilities, as provided by WorkSafeBC is attached to this PFA for information purposes.

The Parties will establish a Joint Health and Safety Taskforce of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. Each Party will consider the appointment of subject matter experts in occupational health and safety, and special education.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

The work of this joint taskforce will be completed by January 1, 2020 and will include:

- Developing a joint communication to school districts and local unions on the obligation to report and investigate incidents including incidents of workplace violence.
- Reviewing and developing a Joint Health and Safety Evaluation Tool for the K-12 sector to ensure compliance with WorkSafe BC regulations.
- Identifying and developing appropriate training. This may include use of the evaluation tool, non-violent crisis intervention, ABA, incident reporting and investigations, and employee rights and responsibilities under WorkSafe BC regulations including the right to refuse unsafe work. Training implementation will fall under the mandate of the SSEC.

Utilizing the developed Health and Safety Evaluation Tool for K-12 sector, a joint evaluation shall be performed by a union member appointed by the local union and a representative appointed by the employer. This evaluation shall be on paid time (up to a maximum of three and a half (3.5) hours) and to be completed by March 31, 2021. The union agrees to cover any other costs incurred for the union member.

Copies of completed evaluations shall be provided to local presidents and employers as outlined on the evaluation tool.

The parties agree to commence the work of this taskforce upon approval of the Provincial Framework Agreement by both parties prior to the commencement of this PFA. Costs associated with this committee will be provided from existing SSEAC funds. These funds will be reimbursed with the funds provided under Section 9 Committee Funding.

6. Support Staff Education Committee (SSEC)

Structure:

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

Mandate:

The mandate of the committee is to manage the distribution of education funds for the following:

- a. Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b. Developing and delivering education opportunities to enhance service delivery to students;
- c. Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d. Skills enhancement for support staff
- e. EA curriculum module development and delivery
- f. These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations

Terms of Reference:

The SSEC shall develop, not later than December 31, 2019, terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Parties.

Funding:

There will be a total of \$1 million of annual funding allocated for the purposes set out above commencing July 1, 2019 for the term of this agreement.

7. Job Evaluation (JE) Committee

The Parties will continue and conclude the work of the provincial job evaluation steering committee (the JE Committee) during the term of this Framework Agreement. The objectives of the JE Committee for phase two are as follows:

- Review the results of the phase one pilot and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.

- Expand the pilot to an additional ten (10) districts including at least two (2) non-CUPE locals to confirm the validity of the tool and the benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

It is recognized that the work of the committee is potentially lengthy and onerous. To accomplish the objectives expeditiously the Parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) on a fulltime basis if necessary to complete this work.

It is further recognized that this process does not impact the established management right of employers to determine local job requirements and job descriptions nor does this process alter any existing collective agreement rights or established practices.

Once the objectives outlined above are completed, the JE Committee will mutually determine whether a local, regional or provincial approach to the steps outlined below is appropriate.

The committee, together with consultant(s) if required, will develop a method to convert points into pay bands. The confirmed method must be supported by current compensation best practices.

The disbursement of available JE funds shall commence by January 2, 2020 or as mutually agreed.

The committee will utilize available funds to provide 50% of the wage differential for the position falling the furthest below the wage rate established by the provincial JE process and will continue this process until all JE fund monies at the time has been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

The committee will report out to the Parties at key milestones during the term of the Framework Agreement. Should any concerns arise during the work of the committee they will be discussed and resolved by the Parties at that time.

The parties confirm that the \$900,000 of ongoing annual funds established under the 2014-2019 Provincial Framework Agreement will be used to implement the Job Evaluation Plan. An additional \$3 million of ongoing annual funds will commence on July 1, 2021.

8. Provincial Labour Management Committee (PLMC)

The Parties agree to establish a PLMC to discuss and problem solve issues of mutual provincial interest. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

The PLMC shall not discuss specific grievances or have the power to bind either Party to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either Party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the agreement and agree to include Workplace Health and Safety as a standing agenda item.

9. Committee Funding

There will be a total of \$100,000 of annual funding allocated for the purposes of the Support Staff Education Committee and the Provincial Labour Management Committee. There will be a one-time \$50,000 allocation for the purposes of the Joint Health and Safety Taskforce.

10. Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE)

The Parties commit to a Support Staff Initiative for Recruitment & Retention Enhancement (SSIRRE) with the following objectives:

- a. Gathering data of existing support staff recruitment and retention challenges and projected demand in the sector
- b. Gathering data of existing offerings for applicable post-secondary programs, vocational programs and identify potential gaps in program offerings to meet projected demands
- c. Partnering with post-secondary schools and vocational training providers to promote support staff positions in school districts
- d. Marketing the support staff opportunities within the sector (eg. Make a Future)
- e. Targeted support for hard to fill positions

The representatives of the PLMC will mutually select a consultant to perform the work of the initiative. The consultant will report to the PLMC on key milestones and as otherwise requested. During the term of the agreement \$300,000 will be allocated for the purposes set out above.

11. Early Care and Learning Plan

In support of the Province's Early Care and Learning (ECL) Plan, the parties will pursue collaborative opportunities for the K-12 sector to support effective transitions for care and learning from the early years to kindergarten e.g. before and after school care.

12. Unpaid Work

In accordance with the *Employment Standards Act*, no employee shall be required or permitted to perform unpaid hours of work.

13. Employee Family Assistance Program (EFAP) services and the PEBT

The Parties request that the PEBT Board undertake a review to assess the administering of all support staff Employee Family Assistance Program (EFAP) plans.

14. Demographic, Classification and Wage Information

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

15. Public Education Benefits Trust

- a. PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement On Accepted and Policy Practices of the PEBT.
- b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

16. Employee Support Grant (ESG)

The Parties agree to the principle that Support Staff union members who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

17. Adoption of Provincial Framework Agreement (PFA)

The rights and obligation of the local parties under this Provincial Framework Agreement (PFA) are of no force or effect unless the collective agreement has been ratified by both parties ~~in accordance with Appendix A~~

NO LATER THAN NOVEMBER 30TH 2019.

AB

18. Funding

Funding for the Provincial Framework Agreement will be included in operating grants to Boards of Education.

19. Provincial Bargaining

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. \$200,000 will be allocated as of July 1, 2020.

Dated this 12th day of July, 2018.

The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

K-12 Presidents' Council and Support Staff Unions

BC Public School Employers' Association & Boards of Education

[Handwritten signatures]

Loanne Power
Renee Adl Ragna
Q Cell

Mirabella
R. Lavallée
Muel
Anson
777
Pat Price
S. Lindgren
Manuel M. L. L.
Frank

W. ...
H. ...
Robert Weck
W. ...
The ...
Marcy Campbell
C.S.
B. Boyd
Thomas

CUPE
WSA

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

The CUPE K - 12 Presidents' Council and Support Staff Unions ("the Unions")

Re: Employee Support Grant (ESG) after June 30, 2019

This Employee Support Grant (ESG) establishes a process under which employees covered by collective agreements between Boards of Education and the Unions shall be entitled to recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA after June 30, 2019.

1. The ESG will be available provided that:
 - a. A board and local union have a collective agreement which has been ratified by both parties no later than November 30, 2019 and,
 - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
 - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
 - b. The residual 25% of the employees' base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.

E & O E

5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on _____ by:

BCPSEA
Leanne Bowes

K-12 Presidents' Council
Warren Williams

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

The CUPE K - 12 Presidents' Council and Support Staff Unions ("the Unions")

Re: Public Sector General Wage Increases

1. If a public sector employer as defined in s. 1 of the Public Sector Employers Act enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Provincial Framework Agreement will be adjusted on the third anniversary of the 2019-2022 Provincial Framework Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Agreement will be effective during the term of the 2019-2022 Provincial Framework Agreement.

E & O E

This information is provided for reference only and is current as of the date of drafting. Please visit www.worksafebc.com for current information.



Refusing unsafe work

Workers have the right to refuse unsafe work. If you have reasonable cause to believe that performing a job or task puts you or someone else at risk, you must not perform the job or task. You must immediately notify your supervisor or employer, who will then take the appropriate steps to determine if the work is unsafe and remedy the situation.

As an employer, workers are your eyes and ears on the front line of workplace health and safety. When workers refuse work because they believe it's unsafe, consider it an opportunity to investigate and correct a situation that could have caused harm.

If a worker refuses work because it's unsafe, workplace procedures will allow the issue to be properly understood and corrected. As a worker, you have the right to refuse to perform a specific job or task you believe is unsafe without being disciplined by your employer. Your employer or supervisor may temporarily assign a new task to you, at no loss in pay.

Steps to follow when work might be unsafe:

1. Report the unsafe condition or procedure

As a worker, you must immediately report the unsafe condition to a supervisor or employer.

As a supervisor or employer, you must investigate the matter and fix it if possible. If you decide the worker's concern is not valid, report back to the worker.

2. If a worker still views work as unsafe after a supervisor or employer has said it is safe to perform a job or task

As a supervisor or employer, you must investigate the problem and ensure any unsafe condition is fixed. This investigation must take place in the presence of the worker and a worker representative of the joint health and safety committee or a worker chosen by the worker's trade union. If there is no safety committee or representing trade union at the workplace, the worker who first reported the unsafe condition can choose to have another worker present at the investigation.

3. If a worker still views work as unsafe, notify WorkSafeBC

If the matter is not resolved, the worker and the supervisor or employer must contact WorkSafeBC. A prevention officer will then investigate and take steps to find a workable solution.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities/refusing-unsafe-work?origin=s&returnurl=https%3A%2F%2Fwww.worksafebc.com%2Fen%2Fsearch%23q%3Dunsafe%2520work%26sort%3Drelevancy%20f%3Alanguage-facet%3D%5BEnglish%5D>

Note: WorkSafeBC establishes a range of employer and employee rights and responsibilities. Please visit www.worksafebc.com for current information.



Worker Rights and Responsibilities:

On a worksite, everyone has varying levels of responsibility for workplace health and safety. You should know and understand your responsibilities — and those of others. If you're a worker, you also have three key rights.

Your rights

- The right to know about hazards in the workplace
- The right to participate in health and safety activities in the workplace
- The right to refuse unsafe work without getting punished or fired

Your responsibilities

As a worker, you play an important role in making sure you — and your fellow workers — stay healthy and safe on the job. As a worker, you must:

- Be alert to hazards. Report them immediately to your supervisor or employer.
- Follow safe work procedures and act safely in the workplace at all times.
- Use the protective clothing, devices, and equipment provided. Be sure to wear them properly.
- Co-operate with joint occupational health and safety committees, worker health and safety representatives, WorkSafeBC prevention officers, and anybody with health and safety duties.
- Get treatment quickly should an injury happen on the job and tell the health care provider that the injury is work-related.
- Follow the treatment advice of health care providers.
- Return to work safely after an injury by modifying your duties and not immediately starting with your full, regular responsibilities.
- Never work under the influence of alcohol, drugs or any other substance, or if you're overly tired.

Employer Responsibilities:

Whether a business is large or small, the law requires that it be a safe and healthy place to work. If you are an employer, it is your responsibility to ensure a healthy and safe workplace.

Your responsibilities

- Establish a valid occupational health and safety program.
- Train your employees to do their work safely and provide proper supervision.
- Provide supervisors with the necessary support and training to carry out health and safety responsibilities.
- Ensure adequate first aid equipment, supplies, and trained attendants are on site to handle injuries.
- Regularly inspect your workplace to make sure everything is working properly.
- Fix problems reported by workers.
- Transport injured workers to the nearest location for medical treatment.
- Report all injuries to WorkSafeBC that required medical attention.
- Investigate incidents where workers are injured or equipment is damaged.
- Submit the necessary forms to WorkSafeBC.

Supervisor Responsibilities:

Supervisors play a key role with very specific health and safety responsibilities that need to be understood.

A supervisor is a person who instructs, directs, and controls workers in the performance of their duties. A supervisor can be any worker — management or staff — who meets this definition, whether or not he or she has the supervisor title. If someone in the workplace has a supervisor's responsibilities, that person is responsible for worker health and safety.

Your responsibilities

- Ensure the health and safety of all workers under your direct supervision.
- Know the WorkSafeBC requirements that apply to the work under your supervision and make sure those requirements are met.
- Ensure workers under your supervision are aware of all known hazards.
- Ensure workers under your supervision have the appropriate personal protective equipment, which is being used properly, regularly inspected, and maintained.

<https://www.worksafebc.com/en/health-safety/create-manage/rights-responsibilities>