

COLLECTIVE AGREEMENT

BETWEEN

KITSELAS BAND COUNCIL

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3770**

September 1, 2000 to December 31, 2005

10619(03)

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THIS AGREEMENT MADE THIS 13th DAY OF FEBRUARY, 2004.

BETWEEN:

THE KITSELAS BAND COUNCIL

(hereinafter called "the Employer" -- as represented by the elected Council)

Party of the First Part;

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3770

(hereinafter called "the Union")

Party of the Second Part;

The parties hereby agree as follows:

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Collective Agreement:

- (1) To maintain and improve harmonious relations and provide settled conditions of employment between the Employer as represented by the Elected Council and its employees as represented by the Union.
- (2) To recognize mutual value of joint discussions and negotiations in all matters pertaining to working conditions and conditions of employment between the Employer and its employees.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union; and,

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary rights of management and to direct the employees, subject to the terms of this Collective Agreement. Any questions about whether these management rights are limited by this Collective Agreement shall be decided through the grievance and arbitration procedure.

2.02 Not Discriminatory

The Employer shall exercise its rights in a fair and reasonable manner. Management rights shall not be exercised in a discriminatory manner. Nor shall these rights be exercised in a manner that would deprive any employee of his employment, except through just and reasonable cause.

2.03 Progression of Authority

The Employer agrees that it shall as far as possible follow established procedures when dealing with its employees. Directives and orders originating from the Employer shall be made through the Band Manager, or his designate.

2.04 Confidentiality

All the Employer's business, including correspondence, conversations, information concerning policies, orders placed, prices, operational statistics, etc., is to be treated as confidential, and is not to be divulged.

2.05 Management Designation

Where rights and/or responsibilities of the Employer or the Band Manager are set out, these may be designated to another person. The Employer may also, from time to time, choose to have assistance and/or representation from any source it deems necessary when dealing on any matters with the Union. The Union shall be advised of any appointed designate.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3770 as the sole and exclusive collective bargaining agent for all of its employees, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in an emergency or as agreed to in writing by the Parties. An emergency is defined as an imminent danger to property, health or life.

3.03 Part Time and Temporary Employees

This Collective Agreement is fully applicable to all part-time, temporary or casual employees, unless otherwise specified in this Collective Agreement.

3.04 No Other Agreements

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

Notwithstanding the above, the Parties may make an agreement on any issue, by way of a signed and ratified Memorandum of Agreement which shall be attached to and form part of the Collective Agreement.

3.05 Union Representatives

The Union may, from time to time, choose to have assistance and/or representation from any source it deems necessary when dealing on any matters with the Employer.

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

- (a) The Employer agrees that there shall be no discrimination, interference, restriction ~~or~~ coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, ~~up-grading~~, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, ~~creed~~, colour, national origin, religion, political affiliation or activity, sexual orientation, sex or ~~marital status~~, family relationship, place of residence, physical handicap or their membership or activity in the Union.
- (b) The parties agree that the Employer may preferentially hire Band members ~~but~~ that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, ~~up-grading~~, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise ~~by~~ reason of Band membership or Indian ~~status~~.

ART 5 - UNION I II ' REQUIREMENT

5.01 All Employees to be Members

Within one (1) month of the signing of this Collective Agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The onus shall be on the Union to inform the Employer that an employee is not a member in good standing of the Union.

5.02 Exclusions

The following positions are excluded from membership in the Union:

- (i) Band Manager
- (ii) Assistant Band Manager
- (iii) Director, Social Development
- (iv) Director, Treaty Operations
- (v) Director, Natural Resources

as well as such other executive positions that the Employer may create from time to time. Unless otherwise agreed to by the Parties, any such positions, if required, would not remove or replace work performed by a bargaining unit employee. Executive positions mean positions which include managerial responsibilities such as management of human and financial resources and the authority to hire and fire.

5.03 Council Members Cannot Be Employees

An employee who runs for Council and is elected will become a "confidential exclusion" for the duration of his/her term of office as a Chief or Councillor. For the purpose of this Article, "confidential exclusion" means an employee will retain all benefits of the collective agreement, including ongoing seniority, but will not participate on the Union Executive and will remove themselves from Council decisions with respect to establishing labour management negotiation mandates and decisions of Council regarding approval of new collective agreements or amendments to existing collective agreements. In all dealings with other employee members of the Union, the employee will respect the Management Board structure and the chain of command.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 The Employer shall deduct from the wages of each employee in the bargaining unit any dues, initiation fees or assessments levied by the Union on its members.

6.02 Deductions

The Union shall notify the Employer in writing of all dues, initiation fees and assessments to be deducted from the wages of each employee and of any changes in the deductions. Deductions shall be made monthly from each payroll of each employee and shall be forwarded to the Treasurer of the Union within fifteen (15) days, accompanied by a list of the names and classifications of employees from whose wages the deductions have been made.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 Potential Employees

The Employer agrees to acquaint employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Membership Requirement and Check-off of Union Dues.

7.02 Copies of Agreement

On commencing employment, the employee's immediate Supervisor shall introduce the new employee to his Union Steward. The Union shall provide the employee with a copy of the Collective Agreement.

7.03 Interviewing Opportunity

A representative of the Union may, without loss of pay, meet with any new employee during regular work hours, for a maximum of thirty (30) minutes, during the first month of employment, to acquaint the employee with the benefits and duties of Union membership.

ARTICLE 8 - EMPLOYEE DEFINITIONS

8.01 Regular Full-time Employee

Regular full-time employees are those employees who have satisfactorily completed the three (3) month probationary period and who are employed on a regular full-time basis.

8.02 Regular Part-time Employee

Regular part-time employees are those employees who have satisfactorily completed the three (3) month probationary period **and** who are employed on a regular part-time basis for less than thirty-five (35) hours per week. Regular part-time employees shall receive benefit entitlement equal to full-time employees except as otherwise specified in Article 22.01.

8.03 Temporary Employee

- (a) Temporary employees are those employees who are hired for a short or limited period or time. Such employees shall be advised in writing at the time of hiring that they are temporary employees, and where possible the approximate length of time they will be employed.
- (b) A temporary employee shall usually be hired as a temporary replacement necessitated by illness, injury, leave of absence, vacation, a term project or temporary filling of a vacancy. The duration of employment shall not normally exceed sixty (60) working days, unless the period is extended by mutual consent.
- (c) After three (3) months of employment, temporary employees shall be eligible for benefits under Article 27.

8.04 Casual Employee

- (a) Casual employees are ~~those~~ employees who work from time-to-time on an as-needed basis for a ~~period~~ not exceeding thirty-five (35) working days. The time limit may be extended by mutual agreement of the parties in writing,
- (b) Casual employees shall not be eligible for the benefits of Article 27
- (c) Casual Employee List

The Employer shall maintain and make available a list of casual employees for each department. The lists shall be updated and maintained at ~~the~~ reception area at the Band Administration ~~Office~~.

8.05 Term Project Employee

The Union recognizes that from time to time the Employer shall be granted funding for specified term projects. The following conditions shall apply:

- (a) **Job postings** shall clearly state the duration of the employment.
- (b) Qualified employees on layoff shall be given an opportunity for recall prior to new employees being hired. Employees must meet the qualifications of the funding **agency**.
- (c) On **completion** of **twelve** (12) consecutive month' ~~service~~, a new employee, hired to a term project, shall become **eligible** to participate in all employee benefits plans. However, the Employer shall not contribute to such an employee's benefit plans during layoff.
- (d) The severance pay provisions of this Collective Agreement shall not apply to employees working on a term project.
- (e) Upon layoff, a new term project employee's bumping rights shall apply **only** to the project on which he was employed. However, a laid off employee, referred to in (b) above, shall accumulate and retain seniority rights for all employment within the bargaining unit.
- (9) The minimum pay rate shall be the lowest pay rate among regular employees in the bargaining unit, unless the rate dictated by the funding agency is greater or the Union and the Employer agree otherwise through collective bargaining.

8.06 Seasonal Employee

- (a) Seasonal employees are those employees who work on a seasonal basis in the Fisheries, Forestry or Construction departments for less than a full year and are covered under Articles 8.03 or 8.04, depending on their expected term of employment in a given year.
- (b) It is understood that when hiring seasonal employees, ~~the~~ Band Manager shall ~~take~~ into consideration the principle of giving the greatest number ~~of~~ Band members the opportunity to work on seasonal projects and as ~~such~~ seasonal employees shall not acquire seniority as per Article 16.
- (c) Seasonal employees fall under the seasonal labourer category in ~~Schedule~~ **Schedule** A of ~~the~~ Collective Agreement.

ARTICLE 9 - CORRESPONDENCE

9.01 Correspondence

- (a) All correspondence between the parties, arising out of this Collective Agreement or incidental to it, shall pass to and from the Band Manager and ~~the~~ Secretary of ~~the~~ Union, with a copy to the appropriate committee chairperson and a copy to the Elected Council.
- (b) A copy of any correspondence between the Employer and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement, shall be forwarded to the Secretary of the Union, or his designate, by the Employer.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

10.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of ~~both~~ parties in the interests of improved service to the public and working conditions for the employee. The Union may request ~~the~~ attendance of a Canadian Union of Public Employees National Representative, and as well the Employer may request the attendance of an advisor, at any Labour-Management meeting which shall not reduce the numbers of Union and Employer representatives otherwise indicated in this article.

10.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (1) Improving relations between ~~the~~ Employer and the employees.
- (2) Improving services to the public.
- (3) Promoting safety and sanitary practices.
- (4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (5) Correcting conditions causing grievances and misunderstandings.

10.03 Meetings of Committee

The Committee shall meet bi-monthly on the third Wednesday of the month at 1:00 p.m., or at the request of either party at a mutually agreeable time and place. Its members shall receive from the party requesting the meeting a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any **loss** of pay for time spent attending Committee meetings. An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Minutes of each meeting of ~~the~~ Committee shall be prepared by the party requesting the meeting.

10.04 Jurisdiction of Committee

- (a) The Committee shall not have jurisdiction over collective bargaining, the grievance and arbitration procedure or the administration of this Collective Agreement.
- (b) The Committee **does** not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 11 - L BOUR MANAGEMENT BARGAINING RELATIONS

11.01 Representation

- (a) The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit that is contrary to this Collective Agreement.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the written authorization of the Union Executive.

- (b) In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union shall supply the Employer with ~~the~~ names of its Executive, Committee members and other officers. Likewise, the Employer shall supply the Union with the names of ~~the~~ Band Administrator, Supervisors and Committee members.

11.02 Bargaining Committees

- (a) A Union Bargaining Committee shall consist of not more than four (4) members of the Union Local. The Union will advise the Employer of the Union members on the Committee.
- (b) An Employer Bargaining Committee shall consist of not more than four (4) representatives of the Band Council, one of whom shall be the Chief Councillor. The Employer will ~~advise~~ the Union of ~~its~~ representatives on ~~the~~ Committee.

11.03 Function of Bargaining Committee

Any matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions shall ~~be~~ referred by the Union Bargaining Committee to the Employer Bargaining Committee for discussion and settlement. The Union Bargaining Committee shall not refer such matters to the Canada Labour Relations Board ~~until~~ all reasonable steps have been taken to achieve a settlement through collective bargaining with the Employer.

11.04 Union and Company Advisors

- (a) The Employer shall not object to the Union at any time having the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives ~~or~~ advisors shall have reasonable access to the Employer's premises in order to investigate and assist ~~in~~ the settlement of a grievance.
- (b) The Union shall not object to the Employer at any time having the assistance ~~of~~ other advisors when dealing or negotiating with the Union.

11.05 Time ~~off~~ for Meeting with the Employer

Any member of the Union or the Union Bargaining Committee who is in ~~the~~ employ of ~~the~~ Employer, up to a maximum of four (4) members, shall have ~~the~~ right to attend meetings with the Employer if held within regular working hours, without loss of pay and benefits.

11.06 Union Office

In order that the Union can properly represent the employees in labour-management relations, the Employer shall provide the Union with reasonable space on the Band Administration office premises in order to maintain a file cabinet. Kitselas Band Council shall not be held responsible or liable for the cabinet or its contents from theft, misuse, fire or otherwise.

11.07 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, ~~the~~ Employer shall allow the Union to sponsor for its members education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises, excluding the Band Administration Office. The Union is ~~expected~~ to follow Community/Council procedures on booking and paying for such facilities.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties under this Collective Agreement of the Union Grievance Committee and the Union Stewards, and the Union acknowledges the rights and duties under this Collective Agreement of the Band Manager, Supervisors, the Employer and its Committees. The Steward shall assist any employee which the Steward represents, in preparing and presenting his grievance in accordance with the grievance procedure.

12.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward, the Chief Steward and the members of the Union Grievance Committee.

12.03 Permission to Leave Work

The parties agree that the employee's Supervisor, the Grievance Committee, Stewards, Band Manager, the Employer or a Committee of ~~the~~ Employer shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments, as provided in this Article. A Steward may leave his work during his regular working hours to carry out his duties under this Collective Agreement upon obtaining permission from his Supervisor, which permission shall not be unreasonably withheld. The Shop Steward shall have access to a private space (i.e. the counselling office) to discuss grievance situations with a potential grievor.

12.04 Definition of Grievance

A grievance shall be defined as any difference arising ~~out~~ of the interpretation, application, administration or alleged violation of the Collective Agreement or a ~~case~~ where it is alleged that the Employer or the Union have acted unjustly or improperly.

12.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

- (a) The aggrieved employee(s) shall submit the grievance to the Steward within Seven (7) working days of the alleged incident. If the employee's Steward is absent, the employee may submit the grievance to the Chief Steward and/or another member of the Union Grievance Committee. At each step of the grievance procedure the employee shall have ~~the~~ right to be present. All grievances shall be submitted in writing to the Employer.

Step 1 If the Steward and/or the Union Grievance Committee consider the grievance to be justified, they shall first attempt to settle the grievance with the responsible Director. The responsible Director shall meet with the Steward and/or the Union Grievance Committee within five (5) working days of notice of the grievance and shall render a decision within ten (10) working days after receipt of the grievance.

Step 2 Failing settlement being reached in Step 1, ~~the~~ Union Grievance Committee shall submit the grievance to the Management Board, within seven (7) working days of the

Director's decision in Step 1. Two (2) members of the Management Board, not including the Director who was involved in Step 1 shall hear the grievance within seven (7) working days after receipt of the grievance and shall render a decision within fifteen (15) working days after receipt of the grievance.

Step 3 Failing satisfactory settlement at Step 2, the Union Grievance Committee or the Management Board may engage the assistance of a mediator which individual will be mutually selected by the parties. The mediation session to take place within fifteen (15) working days of the response to Step 2 being received.

Step 4 Failing a satisfactory settlement after Step 2, or Step 3 if the parties choose mediation, the Union Grievance Committee or the Management Board may refer the grievance to arbitration within thirty (30) days of the response at Step 2 or 3 being received.

(b) At any step within the grievance procedure the extension of time limits shall be granted at the request of either party.

12.06 Policy Grievance

Where a grievance involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

12.07 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

12.08 Employer May Institute Grievances

The Employer and its representatives shall have the right to originate a grievance where a dispute involves a question concerning the rights and duties under this Collective Agreement of the Union, its representatives, the Union Bargaining Committee, the Union Grievance Committee or Union Stewards. An earnest effort shall be made to settle such grievances fairly and promptly in the following manner:

Step 1 The Band Manager shall submit the grievance to the Union Executive, who shall render its decision within five (5) working days after receipt of the grievance.

Step 2 Failing satisfactory settlement after the grievance was submitted to the Union Executive, the Employer or the Union Executive may refer the grievance to arbitration.

12.09 Replies in Writing

Grievances and replies to grievances shall be in writing and shall state reasons.

12.10 Time Limits

The time limits set out in this article may be extended or amended by mutual agreement in writing between the Parties.

12.11 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 13 - ARBITRATION

13.01 Composition of Arbitration Board

When either the Union or the Employer requests that a grievance be submitted to arbitration, the request shall be given to the other party, indicating the name and address of its appointee on an Arbitration Board. Within five (5) days, the other party shall answer indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees shall then meet to select an impartial Chairperson. The parties may agree to appoint a single arbitrator.

13.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

13.03 Technical Objections to Grievance

No grievance shall be defeated or denied by any formal or technical objection. An Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which it deems just and equitable.

13.04 Board Procedure

The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow procedures that is comprehensible to laymen. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

13.05 Decision of the Board

The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final, binding and enforceable on all parties, and may not be changed. The Board shall not have the power to change this Collective Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

13.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitration Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision, which it shall do within five (5) days.

13.07 Expenses of the Board

Each party shall pay:

- (1) The fees and expenses of the arbitrator it appoints;
- (2) One-half (½) of the fees and expenses of the Chairperson;

- (3) One-half (½) of the fees and expenses of the Arbitrator if a single arbitrator is appointed.

13.08 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement of ~~the~~ parties. The Arbitration Board has the authority to extend time limits at its discretion.

13.09 Witnesses

- (a) At any stage of ~~the~~ grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.
- (b) The parties agree to make all reasonable arrangements to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the **grievance**.

E L I - I S C G E U I I I N E

14.01 Just Cause for Discipline and Dismissal

No employee shall receive a written or **oral** reprimand or warning, be suspended, demoted, dismissed or disciplined except for just and reasonable cause. The Band Manager has the authority to hire and fire.

14.02 Burden of Proof

In cases of dismissal or discipline, the burden of proof of just and reasonable cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to ~~the~~ grounds stated in the dismissal or discipline notice to the employee.

14.03 Discipline Procedures

Whenever the Employer ~~or~~ its representative deem 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 his work up to a required standard by a given date, the Band Manager shall, within ten (10) days, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved as follows:

(a) Written Warning

A written warning shall include the following:

- (i) Employee name and job title
- (ii) Description of the infraction
- (iii) Date and time of the infraction
- (iv) List of any witnesses to the infraction; and
- (v) An indication of the nature of the possible discipline or dismissal to follow should the employee not improve performance standard by a given date.

(b) Suspension

A notice of suspension shall include the following:

- (i) Employee name and job title
- (ii) Description of the infraction
- (iii) Date and time of the infraction
- (iv) List of any witnesses to the infraction
- (v) Description of disciplinary action, i.e. length of suspension without pay
- (vi) An indication of the possible dismissal to follow should the employee not improve performance standard by a given date
- (vii) Signatures of both the Band Manager and employee. The signature of the employee acknowledges receipt of the notice, not acknowledgement of the appropriateness of the penalty.
- (viii) Employee must be given his/her copy at a disciplinary meeting.

(c) Dismissal

Where an employee is discharged for disciplinary reasons, the Employer, at the time of the discharge, shall provide the employee with a written statement giving the reasons for the discharge. A copy of the statement shall be given to the Secretary of the Union.

14.04 Adverse Report

- (a) The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his work within ten (10) days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his record for use against the

employee in regard to dismissal, discipline, promotion, demotion or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his record. The record of an employee, including letters of reprimand or any adverse reports, shall not be used against the employee at any time after eighteen (18) months following a suspension or disciplinary action and shall be removed from the employee's file at that time.

- (b) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered admission that such discipline was justified.

14.05 Right to Have Steward Present

An employee shall have the right to have his Steward present at any discussion with supervisory personnel which the employee believes might be ~~the~~ basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, ~~the~~ Supervisor shall notify ~~the~~ employee in advance of the purpose ~~of~~ the interview in order that the employee may contact his Steward to be present at the **interview.**

14.06 Access to Personnel ~~File~~

An employee shall have the right to have **access** to and review his personnel file during regular working hours, and to respond in writing to any document contained therein. Such reply shall become part of his record. The employee shall make a request to have access to and review his personnel file to the Band Manager or his designate.

14.07 Use of Demotion as Discipline

- (a) Demotion shall not be used as a disciplinary measure. However, the Employer may demote an employee if:
 - (1) The employee is unable to ~~carry out~~ his regular duties as a result of causes beyond the control of the employee; or
 - (2) The employee's work performance is unsatisfactory and only after the Employer has taken all reasonable steps to correct the employee's performance and all matters have been documented in writing with copies to the Union.

(b) A demoted employee shall not remain in the same job.

14.08 Crossing of Picket Lines During Strike

An employee covered by this Collective Agreement shall have the right to refuse to cross a picket line or to handle goods from an employer where a strike or lockout is in effect. Refusal to cross such a picket line or handle such goods shall not be considered a violation of this Collective Agreement, nor shall it be grounds for dismissal or discipline. However, an employee shall not be paid for the time he refuses to cross a picket line or handle goods from an employer where a strike or lockout is in effect.

14.09 Political Action

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies. However, an employee shall not be paid for the time that participation in such political action results in the employee not performing his regular duties.

14.10 Resignation Notice

An employee when resigning is expected to give the Employer minimally two (2) weeks' notice in writing. During the notice period, the employee shall perform his/her duties in the normal manner.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. The seniority of qualified employees shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this Collective Agreement. Seniority shall operate on a bargaining-unit-wide basis.

15.02 Casual, Temporary and Term-Project Seniority

Casual, temporary, or term-project employees shall accumulate "casual" seniority on a day-worked basis. Such seniority shall be used only in the following circumstances:

- (a) when competing for a **posted** vacancy against outside applicants;
- (b) when competing against other casual, temporary, or term-project employees for a posted vacancy.

When a **casual**, temporary or term-project employee successfully completes the probationary period in a regular position, the days worked shall be converted to time and regular seniority shall be effective to that date.

15.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where **two** (2) or more employees commenced work ~~on~~ the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April each year. The seniority ~~list~~ shall form Schedule B of this agreement.

15.04 Probation for Newly Hired ~~il~~

A newly hired employee shall be on probation only for the **first three** (3) months of his employment. During the probationary period, the employee shall be entitled to all rights and benefits under this Collective Agreement. After completion of the probationary period, seniority shall be effective from ~~the~~ original date of employment.

15.05 Loss of Seniority

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

An employee shall only lose his seniority in the event:

- (1) He is discharged for just cause and is not reinstated.
- (2) He resigns in writing and does not withdraw his resignation within five (5) working days.
- (3) Following a layoff he fails to return to work within ten (10) working days after receiving a notice to ~~do so~~. Laid off employees who cannot return to work as a result of sickness or other just cause and who are recalled shall be permitted reasonable additional time to return. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.

- (4) He is laid off for a period in excess of twelve (12) months.
- (5) He fails to return to work within five (5) working days of the conclusion of an approved paid or unpaid leave of absence, or fails to report to work for five (5) consecutive working days. An employee who cannot return to work as a result of sickness or other just cause shall be permitted reasonable additional time to return.

15.06 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but shall not accumulate any further seniority. Such employee shall have the right to return to his former position in the bargaining unit within ninety (90) days. If an employee returns to the bargaining unit after ninety (90) days, he shall be placed in a job consistent with his seniority and qualifications. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

15.07 Change in Delivery of Service

Where the Employer takes over a ~~service~~ that another employer has provided, and the Employer retains an employee of that other employer, the employee's seniority and those benefits with the former employer that are consistent with this Collective Agreement shall be transferred as conditions of his employment with the Employer. Where another employer is to take over an Employer provided ~~service~~, discussions shall be held between all parties to resolve any adverse effects upon those employees so affected.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

- (a) When a new position is created, or when a vacancy in a position occurs, which shall include the resignation of an incumbent, the Employer shall immediately notify the Union in writing and post notices of the position in the Employer's offices, locker rooms, shops, and on all bulletin boards for a minimum of one (1) week, so that all employees will know about the vacancy or new position. However, vacancies arising in positions due to normal retirement shall be posted. Temporary vacancies or projects of ~~less~~ than one (1) month's duration are not required to be posted. However, where an incumbent employee could benefit from the work experience every reasonable attempt shall be made to temporarily transfer the employee.

- (b) Temporary and/or casual positions which are to be made into regular positions shall be posted prior to being filled.

16.02 Information in Postings

- (a) Such notice shall contain the following information:
Title of position, required qualifications, shift, hours of work, and pay rate.
- (b) Qualifications may not be established in an arbitrary or discriminatory manner.
- (c) Temporary vacancies and temporary positions shall be posted as temporary positions.

16.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (1) the principle of promotion within the service of *the* Employer,
- (2) that job opportunity should increase in proportion to length of **service**.

Therefore, in making staff changes, transfers or promotions, **the** applicant with the greatest seniority and having the required qualifications in accordance with Article **16.02** shall be appointed. Appointments of existing employees shall be made within three **(3)** weeks of posting.

16.04 Trial Period

The successful applicant shall be placed on trial for a period of three **(3)** months. The employee shall be confirmed in the position after three **(3)** months' **service**, provided that his service has been satisfactory. In **the** event the successful applicant proves unsatisfactory in the position during **the** trial period, or if the employee is unable or unwilling to continue to perform the **duties** of the new position, he **shall** be returned to his former position and pay without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and pay without **loss** of seniority.

16.05 _____ s Requiring Higher lifi _____

Consideration for promotion may be given to an employee who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. Such employee may be given an additional trial period to qualify and shall return to his former position and pay if ~~the~~ required qualifications are not met within such time.

16.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant, who is an employee, and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

16.07 Handicapped and Older Worker Provision

On request, the Employer shall make every reasonable attempt to provide suitable alternate employment with no reduction in pay rate when, through advancing years, injury, illness or handicap an employee is unable to perform his normal duties. Such employee shall not displace an employee with more seniority.

16.08 On-The-Job Training

The Employer may inaugurate and maintain a system of "on-the-job" training so that interested employees may have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising in a particular classification. Employees taking such training shall be allowed regular opportunities to learn the work of higher or equal positions during regular work hours by working together with senior employees for temporary periods, without affecting the pay of the employees concerned. Such opportunities for training shall be allocated to the senior employee, who has the prerequisites for the training, who applies. Job training shall only take place when the senior employee is instructing the trainee. The Employer shall discuss the prerequisites with the Union prior to posting the training opportunity.

16.09 Training Courses

- (a) The Employer shall post any training courses and experimental programs for which employees may be selected. The notice shall contain the following information:

Type of course, Time, duration and location of the course
Minimum qualifications required for applicants

- (b) This notice shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such courses and programs.
- (c) The senior qualified applicant(s) shall be selected when there are more applicants than required,
- (d) For purposes of pay and benefits, time spent in training courses approved by the Employer shall be considered to be time worked, if such courses are held during regular working hours.

16.10 Specified Term Projects

The Union recognizes that from time to time the Employer shall be granted funding for specified term projects. The following conditions shall apply:

- (1) Job postings shall clearly state the duration of the employment.
- (2) Qualified employees on layoff shall be given an opportunity for recall prior to new employees being hired.
- (3) Upon completion of twelve (12) consecutive months' service, a new employee, hired to a term project, shall become eligible to participate in all employee benefit plans. However, the Employer shall not contribute to such an employee's benefit plans during layoff.
- (4) The severance pay provisions of this Collective Agreement shall not apply to employees working on a term project.
- (5) Upon layoff, a new employee's bumping rights shall apply only to the project on which he was employed. However, the employee shall retain seniority recall rights for all employment within the bargaining unit.
- (6) The minimum pay rate shall be the lowest pay rate among regular employees in the bargaining unit, unless the Union and the Employer agree otherwise through collective bargaining.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 Definition of Layoff

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

17.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, provided the remaining employees are qualified to perform the work available. An employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up. Bumping rights shall be exercised on the effective date of the proposed layoff. Once an employee bumps into a position the move is final under the bumping clauses of this Collective Agreement, unless the employee is affected by a subsequent layoff.

17.03 Recall Procedure

Employees shall be recalled in the order of their seniority, provided they are qualified to perform the available work.

17.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with Article 16.03.

17.05 Adv Notice of Layoff

The Employer shall notify, in writing, employees with six (6) months service who are to be laid off fourteen (14) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

17.06 Severance Options

A regular employee affected by a permanent layoff shall have the following options:

- (a) Exercise his/her bumping rights under Article 17.02, or
- (b) To accept recall rights in accordance with this Agreement (Article 17.03), or
- (c) To elect to receive severance pay within twelve (12) months of the stated day of layoff and be considered as self-terminated with no rights under this Agreement as of the day of acceptance of Severance pay (Article 24.12).

In any event, if the employee accepts recall rights and is not recalled within twelve (12) months, the employee shall be deemed self-terminated after twelve (12) months and shall receive severance pay in accordance with this agreement (Article 25.11).

ARTICLE 18 - HOURS OF WORK

18.01 Regular Hours of Work

- (a) The regular work day shall not commence before 8:00 a.m. and shall finish no later than 5:00 p.m. The regular daily hours of work shall be seven (7) hours for all employees except part-time employees. The regular work week shall be five (5) days, Monday to Friday inclusive. Each employee shall be allowed one (1) consecutive hour for an unpaid meal break. The band secretary position will have flexible hours.
- (b) Upon prior agreement with the Employer and the Union, an employee may be allowed to work other daily hours or take a shorter meal break, but the total hours worked shall not exceed those noted above.
- (c) An employee may work additional time in order to bank time to be taken off, with pay, at a later date (flex time). Flex time may be taken at a time approved by the Band Manager or his designate.
- (d) This Article shall not preclude the Employer from establishing, where necessary, part-time positions, provided that the total hours worked shall not ~~exceed~~ those noted above.

18.02 Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Employer. The Employer may designate when the rest periods shall be taken.

18.03 Attendance at Workshop

- (a) Time spent in workshops and in service training courses required or requested by the Band Manager or designate, shall be considered as time worked if such workshops or courses are held during regular working hours. An employee attending such workshops and courses shall be entitled to compensation for overtime, as outlined in article 19.02. In the event that an employee attends a workshop or course on Saturday, Sunday or a statutory holiday, the employee shall be entitled to equivalent leave of absence on a straight-time basis without loss of pay and benefits. Compensation for overtime shall apply, as outlined in article 19.02. Upon making a written request to the Band Manager or designate, the leave shall be taken at a time mutually agreeable to the employee and the Band Manager or designate.
- (b) When the Band Manager approves an employee's written request to attend workshops, training courses, etc., the approval shall set out particulars of everything covered and/or paid by Council such as wages, overtime, travel expenses, hotels, per diems, etc.

18.04 Travelling Time

For the purpose of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

- (a) When an employee is required to travel outside his or her work place on Employer business, the time of departure and the means of such travel shall be determined by the Band Manager and the employee will be compensated for travel time in accordance with clauses 18.04 (b) and 18.04 (c). Travel time will not be paid for attendance at training or workshops.
- (b) For the purposes of clauses 18.04 (a) and 18.04 (c), travelling time for which an employee shall be compensated is as follows:
 - (i) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
 - (ii) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.

- (iii) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which **case** compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.
- (c) If an employee is required to travel as set forth in clauses 18.04 (a) and 18.04 (b):
 - (i) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
 - (ii) On a normal working day on which the employee travels and works, the employee shall be compensated:
 - (a) regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours, and
 - (b) at the applicable overtime rates for additional travel time in excess of his or her regularly scheduled hours of work and travel. Travel pay not to exceed seven (7) hours pay at the straight-time rate of pay. The employee shall be entitled to equivalent leave of absence on a straight-time basis without **loss** of pay and benefits at a time mutually agreeable to the employee and the Band Manager or his designate.
 - (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelling to a maximum of seven (7) hours pay at the straight-time rate of pay. The employee shall be entitled to equivalent leave of absence on a straight-time basis without **loss** of pay and benefits at a time mutually agreeable to the employee and the Band Manager **or** his designate.

18.05 Reporting Pay Guarantee

An employee reporting for work on his regular shift shall be paid his regular rate of pay, or the higher rate of pay if Article 25.03 applies, for the entire period of work, with a minimum of four (4) hours pay.

18.06 Paid Clean Up or Clothes-Changing Time

Outside employees shall be allowed five (5) minutes wash-up time before lunch periods and before quitting time.

18.07 Power Outages

Whenever an employee's work cannot be reasonably carried out during his regular working hours by reason of a power outage, the Employer shall either provide temporary heat and light arrangements for the employee or allow the employee leave of absence without loss of pay and benefits during the duration of the power outage.

This Article shall not apply if the employee fails or refuses to report to work unless advised by the Band Manager or his designate to not report to work.

ARTICLE 19 - OVERTIME

19.01 Overtime Defined

- (a) All time worked before or after the employee's regular work day, or regular work week, or on a holiday, shall be considered overtime. Overtime must be authorized in advance by the responsible Director or his/her designate, except in "emergency situations". Overtime shall be on a voluntary basis. For the purpose of this Article, "emergency" is defined as "the anticipated, imminent or actual danger to life, health, safety, or the environment".
- (b) If an employee works outside of his regular work day at his request in order to take an equivalent amount of general leave, with the approval of the Band Manager or his designate, such work shall not be considered overtime and the employee shall be paid on a straight-time basis.

19.02 Compensation for Overtime

Instead of cash payment for overtime, an employee authorized to work overtime shall receive time off at the appropriate overtime rate at a time mutually agreeable to the employee and the Band Manager or his designate. Overtime shall be compensated at one and one-half (1½) times the employee's pay rate for the first three (3) hours worked and double time thereafter. Compensation time shall accumulate until such time it is taken as time off or paid out. An employee shall only be paid out for overtime if such payment is authorized by the Band Manager.

The Employer and the Union agree that the normal practice shall be for overtime to be compensated with time off.

19.03 Payment for Meals

An employee required to work more than ~~two~~ (2) hours overtime shall be allowed one-half (1/2) hour meal break with pay. An additional meal break shall be allowed for each additional three (3) hours of overtime.

19.04 Overtime ~~is~~ Not Required

An employee shall not be required by the Employer to work overtime and will not be disciplined for refusing to work overtime. However, Fisheries' employees may be required to work overtime during the fishing season as defined by the Employer's fishing licence.

19.05 Calculating of Overtime Rates

An employee who is absent on approved time off during his scheduled work week because of sickness, bereavement, holiday, vacation or other approved leave of absence other than general leave shall, for the purpose of computing overtime pay, be considered as if he had worked during the regular hours during such absence.

19.06 Overtime for Part-Time Employees

A part-time employee working less than the regular working hours per day or week shall be paid straight-time pay until his hours exceed the regular working hours for full time employees.

19.07 Sharing of Overtime

Overtime and call-back time shall be divided equitably among employees who are willing and qualified to perform the available work.

19.08 Call-Back Pay Guarantee

An employee who is called into work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. The employee shall be paid from the time he is called to report for duty until the time he arrives back upon proceeding directly to and from work.

ARTICLE 20 - SHIFT WORK

20.01 Definition of Shift Work

Shift work shall be defined as an employee's regular daily hours of work scheduled between 5:01 p.m. and 7:59 a.m.

20.02 Shift Premium

Employees shall receive an hourly premium as set out in Schedule A attached hereto for all shift work hours worked. The shift premium shall apply in calculating overtime pay, vacation pay, holiday pay, paid leave of absence and other benefits for employees on shift work.

Employees working outside of their regular work day as provided in Article 19.01(b), shall not be entitled to the shift premium for such work.

20.03 Rest Between Change of Shifts

Failure to provide at least sixteen (16) hours' rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such rest period.

ARTICLE 21 - HOLIDAYS

21.01 Paid Holidays

New Year's Day	Canada Day
Heritage Day (third Monday in February)	B.C. Day
Goal Friday	Labour Day
Easter Monday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Aboriginal Solidarity Day (June 21)	Christmas Day
	Boxing Day

and any other day declared or proclaimed as a holiday by the Federal or Provincial governments or Band Council, plus a two (2) week paid vacation to include Christmas Day and New Year's Day.

21.02 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays fall on a Saturday or Sunday and is not declared or proclaimed by the Provincial or Federal Governments as being observed on some other day the Employer shall declare that the working day immediately preceding or immediately following the holiday, or any other day mutually agreed between the Employer and the Union, shall be observed in lieu of the holiday.

21.03 Pay for Regularly Scheduled Work on a Holiday

An employee who, at the request of the Band Manager or his designate, works on any of the above-noted holidays shall be paid the rate of double time and shall receive another day off with pay at a time mutually agreeable to the employee and the Band Manager or his designate.

21.04 Compensation for Holidays Falling on Scheduled Day Off

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreeable to the employee and the Band Manager or his designate.

ARTICLE 22 - VACATIONS

22.01 Length of Vacation

- (a) A regular employee shall receive an annual vacation with pay in accordance with his years of employment as follows:

Less than one year	1¼ working days for each month
One (1) to three (3) years	15 working days
Four (4) to five (5) years	20 working days
Six (6) to ten (10) years	25 working days
Eleven (11) plus years	30 working days

- (b) On request, an employee shall qualify for an extra twenty (20) working days unpaid vacation after every five (5) years of employment.
- (c) Fifteen (15) days worked in a month constitute one and one quarter (1¼) days earned vacation pay.
- (d) Temporary and casual employees shall receive four percent (4%) vacation pay.

22.02 Minimum Vacation

Upon making a written request to the Band Manager or his designate, an employee with less than three (3) weeks vacation entitlement shall be granted sufficient leave of absence without pay to **allow** a minimum of three (3) weeks vacation. This Article shall not apply if an employee banks vacation time for use in the following year and such choice results in less than three (3) weeks vacation in the current year.

22.03 Banking Vacation Credits

An employee entitled to three (3) weeks vacation or more shall be entitled to bank up to a maximum of ten (10) working days annual vacation. The banked vacation shall be taken within the following vacation year. However, the Employer may limit a vacation period in the following year to four (4) consecutive weeks with remaining vacation entitlement, if any, being scheduled at a time mutually agreeable to the employee and the Band Manager or his designate.

22.04 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time mutually agreeable to the employee and the Band Manager or his designate.

22.05 Vacation Pay

Vacation pay for regular employees shall be at the rate of two percent (2%) of the employee's gross annual earnings for each week of vacation.

22.06 Vacation Pay on Termination

- (a) An employee whose employment ceases prior to taking his vacation shall be paid an amount equal to the vacation pay he is entitled to, at the time his employment ceases.
- (b) An employee whose employment ceases after taking vacation which he had not earned must reimburse the Employer in full for this paid time given. A deduction shall be made off the final payroll.

22.07 Vacation Pay on Retirement

On retirement, an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the fiscal year.

22.08 Vacation Requests

Vacation requests shall be in writing and are subject to mutual agreement between the employee and the Employer. An employee shall submit a vacation request at least two (2) weeks in advance, and the Employer shall respond within five (5) working days of the request being submitted. Once agreed upon, the vacation shall not be changed without the consent of the employee and the Band Manager or his designate.

22.09 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation, except as provided in Article 22.03, unless the employee and the Band Manager or his designate agree otherwise.

22.10 Approved Leave of Absence during Vacation

Where an employee qualifies for paid sick leave, bereavement leave or any other approved leave with pay during his vacation period, the leave shall be either added to the vacation period or reinstated for use at a later date mutually agreeable to the employee and the Band Manager or his designate.

ARTICLE 23 - SICK LEAVE PROVISIONS

23.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by reason of being sick or disabled, exposed to a contagious disease or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick leave is not intended for use as time off for any other reason.

23.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one-quarter (1¼) days for every month an employee is employed. Unused days shall expire at the end of each calendar year. An employee may use their annual allocation of sick days (15), if required, at any time during the calendar year.

23.03 Illness in the Family

Upon making a written request to the Band Manager or his designate, an employee shall be entitled to take earned sick leave when no one other than the employee can provide for the needs during illness of an immediate member of his family, including the employee's spouse, parent, child, grandparent, immediate in-law, sister or brother or their spouses.

23.04 Deductions from Sick Leave

(a) A deduction shall be made from accumulated sick leave credits of all normal working days (exclusive of holidays) absent on sick leave.

Absence on sick leave for less than half a day shall not be deducted from sick leave credits. Absence for half a day or more, and less than a full day, shall be deducted as one-half (1/2) day.

- (b) An employee who qualifies for weekly indemnity insurance payments may have his payments topped up to his regular pay over the period of sick leave by making a deduction from his unused accumulated sick leave. Topping up shall result in a proportionate deduction from the unused accumulated sick leave credits.

23.05 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of one (1) working day, certifying that he was unable to carry out his duties due to illness or that a member of his immediate family was ill.

23.06 Sick Leave During Layoff

When an employee is laid off on account of lack of work, he shall not receive sick leave credits for the period of such absence, but shall retain his accumulated credit, if any, existing at the time of such layoff.

23.07 Extended Sick Leave

An employee who has exhausted his sick leave credits shall be granted extended sick leave without pay. No employee shall be terminated by reason of having exhausted his sick leave credits.

23.08 Payment for Unused Sick Leave on Termination of Employment

- (a) In the event of the death of an employee, the value of all accrued sick leave credits shall be paid to the employee's beneficiary as designated in the Group Life Insurance coverage.
- (b) On severance or retirement after three (3) years' service, an employee shall receive an allowance in lieu of sick leave of the unused credits from that calendar year at the rate of pay effective immediately prior to severance or retirement. An employee who is terminated for cause shall be disqualified from payments of unused sick leave credits.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 roval

- (a) All requests for vacation leave shall ~~be~~ be in writing and presented to the Band Manager in person at least two (2) weeks prior to the requested leave. The Band Manager shall respond to the request within five (5) days of the leave being requested otherwise the leave of absence shall be deemed to be approved.
- (b) All other requests for leaves of absence shall ~~be~~ be in writing and presented to the Band Manager in person, unless prevented by an urgent situation. Leaves of absence shall be deemed to be approved unless ~~the~~ the employee is advised in writing that the leave is not approved by the Band Manager, within five (5) working days of submitting the leave request, or prior to ~~the~~ the day of the commencement of the requested leave, whichever comes first.

24.02 Negotiation Pay Provisions

Up to three (3) employees, who are members of the Union, identified to the Employer in advance by the Union, shall receive normal pay and benefits for the total time they are involved in collective bargaining with the Employer during their regular working hours. Employees shall not receive overtime pay for time involved in collective bargaining.

24.03 Grievance and Arbitration Pay Provisions

Up to two (2) employees, who are members of the Union identified to the Employer in advance by the Union, shall receive their normal pay and benefits for the total time they are involved in grievance and arbitration procedures with the Employer during their regular working hours. Employees shall not receive overtime pay for time involved in grievance and arbitration procedures.

24.04 Leave of Absence for Union Functions

Upon the Union making a written request to the Employer, an employee ~~electd~~ elected or appointed to represent the Union at conventions, Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, or to attend training or workshops, or participate in any other Union work, shall be granted leave of absence without loss of benefits and seniority to participate in such union functions.

24.05 Leave of Absence for Full-Time or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Upon making a written request to the Band Manager or his designate an employee shall be granted leave of absence without pay so that the employee may be a candidate in federal, provincial, Band or municipal elections. Benefits will be maintained provided the employee continues to pay his cost share during the leave of absence. Seniority will be maintained during this leave period.
- (b) Upon making a written request to the Band Manager or his designate, an employee who is elected to a federal, provincial or municipal office shall be granted leave of absence without pay and benefits but without loss of seniority during his term of office.
- (c) Upon the Union making a written request to the Band Manager or his designate, an employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and benefits but without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request by the Union, during his term of office.

24.06 Pay During Leave of Absence for Union Work or Conventions

Upon the Union making a written request to the Band Manager or his designate an employee shall receive the pay and benefits provided for in this Collective Agreement when on unpaid leave of absence for Union functions other than a full-time position with the Union. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

24.07 Paid Bereavement Leave

- (a) Upon making a written request to the Band Manager, or his designate, an employee shall be granted a maximum of up to five (5) regularly scheduled work days leave without loss of pay or benefits, in the case of the death of a member of his immediate family or extended family member including in-laws. Immediate family means mother, father, husband, wife, common-law spouse, in-laws, common-law in-laws, sister, brother, or children of the wife or husband, and includes adoption by Tribal custom.

(b) Cultural/Responsibilities - Bereavement

Where established cultural practises provide for ceremonial or other responsibilities, an employee shall apply to the Band Manager or designate for appropriate time off without loss of pay and benefits. For example, this leave may be used for, but not limited to:

- i) Tribal Feast
- ii) Headstone Moving
- iii) Settlement Feast
- iv) Special Family, Clan, and/or Tribal requests.

(c) When travel is required, the employee shall be granted up to three (3) additional regularly scheduled work days' leave, without **loss** of pay or benefits.

(d) An employee may take up to one (1) day of his entitlement after the funeral.

24.08 Mourner's Leave

(a) Mourner's Leave

Upon making a written request to the Band Manager or his designate, an employee shall be granted leave without **loss** of pay and benefits to actively participate in a funeral.

(b) Band Member's Funeral

Out of respect for the grieving family, the Band Manager may close the Band office for the funeral. If the office is closed, employees shall not **lose** pay or benefits.

24.09 Medical Leave

Upon making a written request to the Band Manager or his designate, an employee shall be granted up to five (5) days per fiscal year leave of absence without **loss** of pay and benefits in order to engage in personal health-related appointments. **On** request, employees may be required to show **proof** of health-related care in order to **qualify** for medical leave.

24.10 Maternity Leave as a Right

(a) Maternity Leave

Maternity leave shall be granted as a right. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

(b) Benefits During Maternity Leave

Pregnancy shall not disqualify an employee from any benefit arising in this agreement.

24.11 Length of Maternity Leave

Upon making a written request to the Band Manager or his designate, an employee shall be granted leave of absence without pay for pregnancy or adoption of a child. The leave shall be granted on the following basis:

- (a) The employee shall be granted leave to a maximum of six (6) months at the employee's option. The employee shall notify the Employer at least two (2) weeks prior to returning to her job. The employee shall be placed in her former job, or another which is consistent with her seniority, qualifications and former pay. This leave shall be extended if the employee submits to the Employer a request in writing to that effect from a medical practitioner.
- (b) Upon returning to work, the employee shall be credited with all increments to pay and benefits to which the employee would have been entitled had the leave not been taken.
- (c) During the period of maternity leave, the Employer shall continue to pay its share of the premiums for medical, dental and group life insurance and other benefits for up to six (6) months, provided that, where applicable, the employee pays her share of the premiums.

24.12 Parental Leave

An employee, upon written request, shall be entitled to a parental leave of absence from work, without pay and without loss of benefits.

- (1) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing,

- (a) in the **case** of a natural mother, immediately following the end of the maternity leave taken under section 24.11 unless the Employer and employee agree otherwise.
- (b) in the **case** of the natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child, and
- (c) in the **case** of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.

(2) If

- (a) the new born child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, and
- (b) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (1).

24.13 Special Leave

Upon making a written request to the Band Manager or his designate, an employee shall be granted leave of absence with pay and without loss of seniority and benefits for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Employee's Marriage	Five (5) working days at the discretion of the employee
Marriage of employee's child, brother or sister	The day of the wedding
Birth of male employee's child	One (1) Week
Adoption of employee's child	One (1) week

Birth of employee's grandchild	One (1) day
Serious fire or flood in employee's household-- Serious household or domestic emergency	Up to two (2) days
Employee's or employee's spouse or dependant's graduation	One (1) day
When weather conditions prevent an employee from reaching Kitselas (applicable only when an employee is on Employer business)	Up to three (3) days

24.14 Time Off for Elections

An employee shall be granted four (4) consecutive hours off with pay before the closing of the polls in any federal, provincial, municipal or Band election or referendum at which the employee is eligible to vote. For example, if the polls close at 8:00 p.m. the work day shall end at 4:00 p.m.

24.15 Paid Jury or Court Witness Duty Leave

Upon making a written request to the Band Manager or his designate, an employee shall be granted leave of absence without loss of seniority and benefits to an employee who serves as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses except where the employee is a party to a court action against the Employer. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his employment shall be considered time worked at the regular rate of pay. The employee shall not be entitled to overtime pay.

24.16 Leave for Court Appearance or Incarceration

In the event that an employee or employee's child is accused of an offense or is party to a civil action which requires a court appearance, upon making a written request to the Band Manager or his designate, the employee shall be granted leave of absence without pay and without

loss of seniority and benefits to appear in court or meet with legal counsel. In the event that the accused employee is jailed awaiting a court appearance, he shall be entitled to an automatic leave of absence without loss of seniority and benefits, but without pay.

24.17 Education Leave

Upon making a written request to the Band Manager or his designate, an employee shall be granted leave of absence:

- (a) With pay and without **loss** of seniority and benefits to write examinations to upgrade his employment qualifications.
- (b) Without pay but without loss of seniority and benefits to attend a course of studies approved by the Employer.
- (c) **If** the Employer requests that an employee enrol in a course of studies to upgrade or acquire new skills, the Employer shall pay all enrolment and supplies costs. Such course may be without **loss** of pay or compensated in an agreed manner.
- (d) The employer shall pay the cost of any academic, technical or occupational course approved by the Employer that will upgrade the employee's qualifications to **perform** his job. If an employee's application for approval is denied, the employee shall be given the reason in writing.

24.18 General Leave

Upon making a written request to the Band Manager or his designate for good and sufficient **cause**, an employee shall be granted leave of absence for up to thirty (30) consecutive days without pay but without loss of seniority and benefits. The Employer shall not unreasonably withhold such leave.

24.19 Paid Education Leave for Union Training (PEL)

Upon the Union making a written request to the Band Manager or his designate, leave of absence with pay shall be granted to one or more employees chosen by the Union for the purpose of attending Union Education Seminars. The leave shall be taken at times agreed upon by the Union and the Band Manager or his designate. An employee granted such leave shall continue to accrue seniority and benefits during the period of leave.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

- (a) The Employer shall pay wages bi-weekly, in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. On each pay day, each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.
- (b) If the employee will be absent from his normal work place on the pay day, as a result of being on vacation, leave of absence, training or Employer business, with the approval of the Employer, the employee may be paid on the day before he is absent.

(c) Advances

The definition of an "advance" is the giving of salary money in whole or in part prior to noon of the day in which such salary money would normally be paid. No pay advance shall be made to staff without prior approval of the Band Manager and then only under circumstances which the Band Manager feels are special, such as unavoidable events causing undue hardship on the employee. Advances shall not exceed monies earned to the date of the advance.

25.02 Equal Pay for Work of Equal Value

Employees shall receive equal pay for work of equal value, regardless of sex.

25.03 Pay on Temporary Transfer, Hit Rated Job

- (a) When an employee, upon request by the Band Manager or his designate, agrees to temporarily relieve in or performs the principal duties of a higher paying position within the bargaining unit, he shall receive the pay rate for the higher position.
- (b) After temporary assignment in a higher bargaining-unit classification for six (6) months cumulative, an employee shall be reclassified into that position permanently.

- (c) When an employee, upon request by the Band Manager or his designate, agrees to temporarily relieve in or perform the principal duties of a higher paid position outside the bargaining unit, the employee and the Band Manager or his designate shall mutually agree on the pay rate for the position. During the period of temporary transfer outside the bargaining unit, the employee shall be deemed to be covered by those provisions of the Collective Agreement pertaining to compensation (other than the pay rate), employee benefit plans, just cause for discipline or dismissal and the grievance and arbitration procedure.

25.04 Pay on Transfer, Lower Rated Job

- (a) When at ~~the~~ Employer's request, an employee is temporarily assigned to a position paying a lower rate of pay, his pay shall not be reduced.
- (b) An employee shall suffer no reduction in pay as a result of a change in the employee's classification. The employee shall receive no further increases until the rate of pay for his new classification equals or ~~exceeds~~ the rate of pay for his former classification. ~~This~~ Article shall not apply if an employee is reclassified on his request or ~~is demoted~~.

25.05 On Call Provisions

- (a) When an employee is advised by the Band Manager or his designate that he is "on call," that is, immediately available to telephone contact, ~~he~~ shall be paid straight time wages in accordance with the following schedule:

Monday to Friday inclusive	2 hours pay per day
Saturday, Sunday or Statutory Holidays	4 hours pay per day
- (b) All hours actually worked by an "on call" employee shall be paid at appropriate overtime rates in accordance with the overtime provisions of this Collective Agreement.
- (c) An employee may leave his employment and return home when an employee has completed the work for which he was called and has notified the Band Manager by telephone that the work is completed.

(d) On-call duty shall be equally divided among the employees who are willing and qualified to perform the available work.

25.06 Unauthorized Deductions

The Employer shall not make any deduction from an employee's pay that has not been authorized by statute, a court order, ~~this~~ Collective Agreement or a written assignment by ~~the~~ employee.

25.07 Premium Pay for Abnormal V Conditions

In addition to the basic wage, a ten percent (10%) per hour premium shall be paid to employees performing work that the Union and the Employer have agreed to be dirty or hazardous.

25.08 Rates for Charge Hands

(a) A Charge Hand is one ~~who~~ is appointed by the Band Manager to, over and above his regular work, supervises two (2) or more employees on a particular job.

(b) A Charge Hand shall receive not less than ten percent (10%) **above** the highest rated classification **supervised**.

25.09 Professional Fees and Licences

The Employer shall pay professional and/or licence fees other than for a British Columbia driver's licence for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

25.10 Legal Fees

The Employer shall pay all legal and court ~~costs~~ as well as judgement costs, if any, for any action initiated against an employee by reason of the performance of his employment duties.

25.11 Severance Pay

An employee shall be given thirty (30) days' notice and severance pay on the basis of four (4) weeks pay at the regular rate for the position last occupied for each year of employment if the Employer:

- (1) Ceases wholly or partly the operations; or
- (2) Merges with another employer; or

- (3) Changes operating methods; and the Employer is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work. In all other cases the Canada Labour Standards Regulations shall apply.

ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION

26.01 Job Descriptions

- (a) The Employer agrees to establish and maintain job descriptions for all positions for which the Union is bargaining agent. The Union will be consulted in the development of these job descriptions and in changes that may occur to job descriptions through the Joint Job Evaluation Committee.
- (b) Employees of the Employer, who are hired into full or part-time employment, will carry ~~out~~ their responsibilities according to the job description as set ~~out~~ for the position occupied. All staff are expected to work together as a team to ensure an even distribution of effort. Staff may be required to occasionally perform tasks not included in the job description to ensure efficiency.

26.02 No Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior agreement between the Union and ~~the~~ Employer. This Article shall not be construed as requiring the Employer to **fill** existing vacancies.

26.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to collective bargaining between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

ARTICLE 27 - EMPLOYEE BENEFIT PLANS

27.01 Benefit Plans

All employee benefit plans in place at ratification of this agreement shall continue on the same cost-sharing basis.

27.02 Life Insurance Program

The Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the premium for a Group Life Insurance and Accidental Death and Dismemberment Plan, mutually agreeable to the Union and the Employer, for all employees. The amount of life insurance shall be Fifty Thousand Dollars (\$50,000.00) or two (2) times the employee's annual salary, whichever is greater.

27.03 Retirement Plan

The Parties are to look into the possibility of participating in the Municipal Superannuation Plan, or an RRSP pension plan.

27.04 Continuation of Benefits During Work Stoppages

In the event of a work stoppage, the Employer shall pay its share of the premiums for benefits, provided that, where applicable, the employee pays his share of the premiums.

ARTICLE 28 - HEALTH AND SAFETY

28.01 Co-operation on Safety

The Union and the Employer shall co-operate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

28.02 Disclosure of Information

The Employer shall, upon the written request of the Union, provide the Union written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment of an employee or group of employees. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

28.03 Time ~~off~~ for Health and Safety Training

Specified Union members, with the approval of the Employer, shall be entitled to time off from work with no loss of seniority, benefits or pay to attend seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters related to the Employer's operation, as staffing and program requirements allow.

28.04 Right to Refuse Unsafe Work

- (a) An employee shall not **carry out**, or cause to be carried out, any work process or operate, or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do **so** would create an undue hazard to the health or safety of any person.
- (b) An employee who refuses to carry **out** a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to his Supervisor. The Supervisor shall forthwith investigate the **matter** and ensure that any unsafe condition is remedied without delay or if, in his opinion, **the** report is not valid, inform **the** employee who made the report. If the employee still refuses to **carry out** the work process, **the** Supervisor shall investigate the matter in **the** presence of the employee and a representative of **the** Union. If this further investigation **does** not resolve the matter, then the Employer and the Union shall notify **the** Human Resources Development - Labour who shall finally resolve the matter.
- (c) An employee shall not be subject to disciplinary action for refusing to work as provided in this Article. The employee shall be given alternative work at no loss in pay until the matter is resolved.

28.05 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until he has received proper training and instructions.

28.06 Injury Pay Provisions

An employee who is injured during working hours, and **is** required to leave for treatment **or** is sent home as a result of such injury, shall receive payment for the remainder of the shift at his regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

An employee who has received payment under this Article and who later returns to work shall be paid for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

28.07 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

28.08 Excavation Work

When employees are employed in excavation work, there shall be a worker on the surface of the ground to ensure the safety of workers engaged in the trench and to assist in the carrying out of the work.

28.09 Reporting

No employee shall be disciplined, discharged, penalized, or intimidated as a result of reporting any alleged violations to the Employer or to another agency, provided the Employer has been notified of the alleged violation first.

28.10 Workplace Violence

(a) Definition of Violence: Any incident in which an employee is abused, threatened or assaulted during the course of his employment. This includes the application of force, threats with or without weapons, severe verbal abuse and sexual and racial harassment.

(b) Reporting Violent Incidents: The Employer agrees that all cases of violence whether involving major injury, minor injury, threats, verbal abuse or sexual and racial harassment, must be reported to the Employer and to the Joint Union/Employer Health and Safety Committee.

(c) Development of Policies Against Violence

The Employer agrees to develop explicit policies for dealing with the problem of violence. The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have faced violence. The policies detailing the organization and arrangements for dealing with the problem will be part of the Employer's health and safety policy. The violence policy will be brought to the attention of all employees.

(d) Joint Consultation for Developing Policies

The Employer agrees that the development and implementation of policies to tackle violence in the workplace must be subject to negotiation and must be agreed to at all stages by the Union. Full use must be made of the Union/Employer Health and Safety Committees.

28.11 Health and Safety Committee

A joint Health and Safety Committee shall be formed and operate in accordance with ~~the~~ Human Resources Development - Labour Regulations.

28.12 Harassment

Harassment between employer/employee and/or employee/employee may occur in several different forms in the workplace or as a result of working relationships, as follows:

(a) Workplace Harassment

- (i) The Employer will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity. Discrimination and harassment relates to any of ~~the~~ prohibited grounds contained in ~~the~~ B.C. Human Rights Act. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unsolicited or unwelcome, which ought to reasonably be known to be inappropriate, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.
- (ii) An employee has the right to employment without discrimination or harassment because of race, colour, ancestry, place of origin, religion, family status, marital ~~status~~, physical disability, mental disability, sex, sexual orientation, age, and political beliefs.
- (iii) Harassment does not include actions occasioned through exercising in good faith ~~the~~ Employer's managerial/supervisory rights and responsibilities,
- (iv) Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

- (v) This Article does not preclude an employee from filing a complaint under the B.C. Human Rights Act.
- (vi) An employee who files a written complaint which is found by the Elected Council to be frivolous, vindictive or vexatious may be subject to disciplinary action.

(b) Personal Harassment

Personal harassment takes place when a person acts in a manner which serves no legitimate work purpose and which ought to reasonably be known to be inappropriate.

(c) Sexual Harassment

Sexual harassment is any sexually-oriented conduct - verbal, physical, or by innuendo, when:

- (i) submission to such conduct becomes either explicitly or implicitly a term or condition of employment;
- (ii) submission to or rejection of such conduct is used as a basis for employment decisions;
- (iii) such conduct has a purpose or effect of interfering with work performance; or
- (iv) such conduct creates an intimidating, hostile, or offensive working environment.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees, who have reached the age of majority.

(d) Procedures

- (i) All persons involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.

- (ii) If there is an allegation of harassment, the employee with union representation, will approach the Band Manager or the Joint Personnel Committee not involved in the matter, for assistance in resolving the issue within ninety (90) days of the alleged occurrence. The Band Manager or Joint Personnel Committee will investigate the allegation and take steps to resolve the concern within thirty (30) days of the complaint being filed. The Band Manager or the Joint Personnel Committee will discuss the proposed resolution with the employee and union representative.
- (iii) If the matter is not resolved in (ii) above, the complainant may refer ~~the~~ matter to the Elected Council within fifteen (15) days of the response from (ii) being received.
- (iv) The Elected Council shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this Article. The hearing shall be conducted in a manner consistent with the principles of natural justice, so as to give ~~those~~ involved a fair hearing. The Elected Council shall determine its own procedure and may admit any evidence deemed necessary ~~or~~ appropriate. The Elected Council may:
 - (a) make a finding of fact;
 - (b) decide if, on ~~the~~ facts, harassment has occurred;
 - (c) attempt to mediate a resolve.

For the purposes of this Article, the decision of the Elected Council shall be final and binding. The Elected Council shall meet and respond within thirty (30) days from date of referral. However, this article does not preclude the complainant from seeking further redress with a complaint under ~~the~~ B.C. Human Rights Act.

ARTICLE 29 - TECHNOLOGICAL AND OTHER CHANGES

29.01 Technological Change Defined

Technological Change means:

- (a) the introduction by the Employer of a change in its work, undertaking or business, or a change in its equipment or material from ~~the~~ equipment or material previously used by the Employer in its work, undertaking or business; or

(b) a change in the manner the Employer carries on its work, undertaking or business related to the introduction of that equipment or material.

29.02 Technological Change - Notice and Consultation

The Employer shall notify the Union three (3) months before the introduction of any technological changes which affect the rights of employees, conditions of employment, rates of pay or work loads. If the Employer and the Union fail to agree on how the technological change shall be implemented, the outstanding matters shall be determined through the arbitration procedure. The technological change shall not be introduced by the Employer until such determination is made.

29.03 Technological Change - Work Arrangements

No regular employee shall be dismissed or have his regular hours reduced by the Employer because of technological or other changes.

29.04 Technological Change - Income Protection

An employee who is displaced from his job by reason of technological change shall suffer no reduction in normal earnings. The Employer shall place the employee in another suitable position at no reduction in pay.

29.05 Technological Change - Transfer Arrangements

An employee who is rendered redundant or displaced from his job as a result of technological change shall be given an opportunity to fill any vacancy for which he has seniority and which he is qualified to perform. If there is no vacancy, he shall have the right to displace an employee with less seniority provided he is able to perform the job.

29.06 Technological Change - Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Employer, be given a reasonable period of time during which he may perfect or acquire the skills required by the new method of operation. There shall be no reduction in pay rates during the training period of any such employee and no reduction in normal earnings upon being reclassified in the new position.

ARTICLE 30 - JOB SECURITY

30.01 Restrictions on Contracting Out

In order to provide job security for the employees in the bargaining unit, the Employer agrees that no work or services performed by the employees shall be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-bargaining-unit employee.

30.02 Inclement Weather

Whenever regular work cannot reasonably be continued during working hours by reason of inclement weather conditions, such as severe cold or stormy conditions, the Employer shall either provide indoor work for outside employees, or allow them to stand by inside without loss of pay.

30.03 Job Security

Where the Elected Council has authorized implementation or continuation of a program, known available funding sources shall be applied for by the Employer within the specified deadline for each available funding source. If a funding source declines the application on the basis of it being late or incomplete, the Employer shall pay severance to the affected employee, as per article 25.11 (Severance Pay).

ARTICLE 31 - UNION LABEL,

31.01 Union Label

The CUPE Union Label shall be displayed prominently throughout the Employer's operations. Locations and uses of the Union Label shall be by mutual agreement between the Union and the Employer.

ARTICLE 32 - GENERAL

32.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees shall have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

32.02 General Working Conditions

Employees shall not be required to work indoors unless the temperature is maintained between 14°C to 27°C.

E 33 - PRESENT , **BENEFITS**

33.01 Present Conditions to Continue

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Collective Agreement, unless modified by mutual agreement between the Employer and the Union.

ARTICLE 34 - GENERAL

34.01 Plural or Feminine Terms May Apply

Wherever the singular, masculine or feminine is used in this Collective Agreement, it shall be considered as if the plural, feminine or masculine has been used, except where the context otherwise requires.

ARTICLE 35 - TERM OF AGREEMENT

35.01 Duration

This Collective Agreement shall be binding upon the parties and in effect from September 1, 2000 to December 31, 2005 and shall be deemed to be automatically renewed in its present form, subject to any changes, from year to year unless the parties agree to a new Collective Agreement through collective bargaining procedures of the Labour Relations Code.

35.02 Changes in Agreement

Any changes in this **Collective** Agreement deemed necessary by the Union and ~~the~~ Employer may be made by mutual agreement at any time during the existence of this Collective Agreement.

35.03 Retroactive Pay for Terminated Employees

An employee who has severed his employment between the termination date of this Collective Agreement and the signing of the new Collective Agreement shall receive the full retroactivity of any increase in wages.

35.04 Retroactivity

All changes in this Collective Agreement shall be adjusted retroactively unless otherwise specified.

SIGNED ON BEHALF of the
Canadian Union of Public Employees
Local 3770:

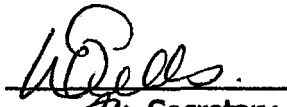
SIGNED ON BEHALF of the
Kitselas Band Council:



President



Councillor



Secretary
Vice-President



Assst. Band Manager - Joe Beran

SCHEDULE "A"

Description	Hourly Rate	April 1, 2004 3%*	April 1, 2005 3%*
Bookkeeper/Accounting Clerk	\$14.00 - \$16.00	\$14.42 - \$16.48	\$14.85 - \$16.97
Brighter Futures	\$21.43	\$22.07	\$22.73
Carpenter	\$16.00	\$16.48	\$16.97
Carpenter Assistant	\$14.00	\$14.42	\$14.85
Carpentry Labourer	\$10.00 - \$12.00	\$10.30 - \$12.36	\$10.60 - \$12.73
Commercial Bus Driver	\$16.00	\$16.48	\$16.97
Community Health Nurse	\$24.00	\$24.72	\$25.46
Community Health Representative - Certified	\$16.40	\$16.89	\$17.40
Community Health Representative - Trainee	\$12.59	\$12.97	\$13.36
Drug & Alcohol Counsellor	\$13.84	\$14.26	\$14.69
Early Childhood Educator	\$16.00	\$16.48	\$16.97
Economic Development Coordinator	\$18.00- \$20.00	\$18.54 - \$20.60	\$19.10 - \$21.22
Education Coordinator	\$15.05	\$15.50	\$15.97
Finance Manager	\$21.47	\$22.11	\$22.77
Fish Guardian	\$12.50 - \$15.00	\$12.88 - \$15.45	\$13.27 - \$15.91
Fish Technician	\$15.82	\$16.29	\$16.78
Global Information Systems - Certificate	\$18.00	\$18.54	\$19.10
Global Information Systems - Trainee	\$14.00	\$14.42	\$14.85
Homemaker	\$11.50	\$11.85	\$12.21
Housing Coordinator	\$15.70	\$16.17	\$16.66
Janitor	\$11.50	\$11.85	\$12.21
Labourer	\$12.00	\$12.36	\$12.73
Land Management Coordinator	\$15.00	\$15.45	\$15.91
Membership Clerk	\$15.00	\$15.45	\$15.91
Public Works Coordinator	\$22.21	\$22.88	\$23.57
Reception	\$11.50 - \$15.00	\$11.85 - \$15.45	\$12.21 - \$15.91
Researcher - Treaty	\$15.00 - \$19.78	\$15.45 - \$20.37	\$15.91 - \$20.98
Resource Dept. - Labourer	\$12.50	\$12.88	\$13.27
Social Development Worker	\$18.58	\$19.14	\$19.71
Summer Student - Youth	\$8.00	\$8.24	\$8.49
Treaty Coordinator	\$21.77	\$22.42	\$23.09
Water Testing Coordinator	\$12.00	\$12.36	\$12.73
Youth Coordinator	\$12.59	\$12.97	\$13.36

As increases in wages and/or benefits are negotiated with the various funding agencies, these increases shall be passed on to employees and shall be reflected in Schedule A.

* The wage increases are subject to the agreement of Indian and Northern Affairs Canada and Health Canada that additional program resources will be provided to support the wage increases. The employer will make best efforts to secure that agreement within sixty (60) calendar days of the signing of the Memorandum of Agreement.

SCHEDULE B

The employer agrees to provide an updated seniority list to the union for review by March 19, 2004.

LETTER OF UNDERSTANDING #1

BETWEEN

KITSELAS BAND COUNCIL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3770

Re: JOB EVALUATION STUDY/JOB CLASSIFICATIONS

The Parties agree to undertake and complete a job evaluation study, to be designed by the Parties based on the framework provided in CUPE's Job Evaluation Program. The Parties intend to complete the study in the first year of the new collective agreement.

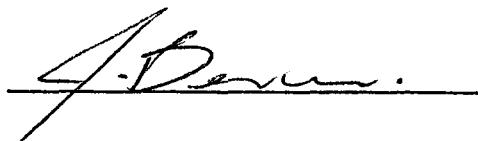
The Parties will review the results of the study. The employer, with the assistance of the union, as required, will make best efforts to secure the funding, from Kitselas' funding partners, which is required to implement those recommendations with which the Parties agree.

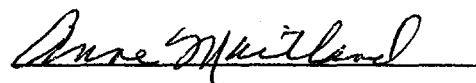
Further to the above, the Parties agree that the employer will initiate a new program of job classifications to better reflect the comparison and equity between positions and to provide a structure within which employees can work toward further professional and technical development and have that reflected in their wage rates. The new classifications will provide for entry-level opportunities as well as more senior levels that can reflect growth in employee qualifications and responsibilities. The employer will consult with the union, through the Joint Job Evaluation Committee in the development of job classifications and will utilize the output of the Job Evaluation Study in the establishment of wage rates for each classification. It is the intention of the Parties that the new job classifications would replace the current Schedule A. The replacement of Schedule A would be by agreement of the Parties.

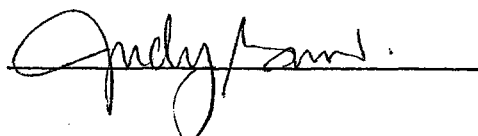
Dated this 20 day of April 2004.

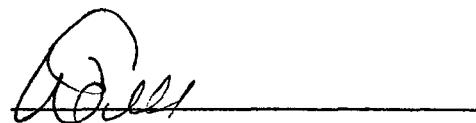
Kitselas Band Council:

CUPE Local 3770:









LETTER OF UNDERSTANDING # 2

BETWEEN

KITSELAS BAND COUNCIL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3770

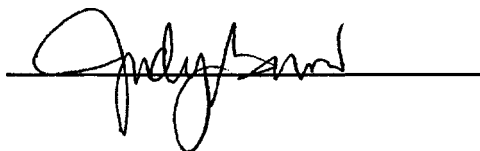
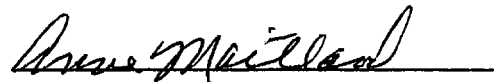
PENSION PLAN

The parties agree to establish a pension plan for eligible employees of the
The plan would be selected by the employer from among
at least two options, one of which being the CUPE plan. The
employer will commit to match employee contributions to a maximum of 5% of
This Letter of Understanding is subject to agreement of
Kitselas' two principal funding partners, Indian and Northern Affairs Canada and
The Parties acknowledge that due to funding cycles, the pension
plan will take effect in 2005 at the

Dated this 20 day of April 2004.

Kitselas Band Council:

CUPE Local 3770:



LETTER OF UNDERSTANDING # 3
BETWEEN
KITSELAS BAND COUNCIL
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3770

Re: Human Resource Policy

1. Management agrees to develop a human resource policy, generally consistent with the terms of the Collective Agreement by June 1, 2004. The policy would address issues including, but not limited to:
 - a. The merit principle as the basis for hiring
 - b. Criteria for initiation of disciplinary procedures
 - c. Process for incremental disciplinary measures
 - d. Criteria for termination of employment

Management will consult with the union in the development of the human resource policy through the Labour Management Committee.

2. During the two-year period of the new collective agreement, at least two new positions will be created in the Kitselas public administration as bargaining unit positions.

Dated this 20 day of April 2004.

Kitselas Band Council:

CUPE Local 3770:

