

DRAFT

**COLLECTIVE AGREEMENT**

**between the**

**WSÁNEĆ SCHOOL BOARD**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from August 31, 2017 to August 31, 2020**

**14168(05)**

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## DEFINITIONS

For the purpose of this agreement:

- (1) "*Bargaining unit*" is the unit for collective bargaining described in the certification for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of Canada on September 8, 1998.
- (2) "*Child*" has the meaning as set out in Section 2(1) of the *Indian Act*.
- (3) "*Day of rest*" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of her position. This does not include employees on a leave of absence.
- (4) "*Employee*" means a member of the bargaining unit.  
  
"*Employee*" does not include incumbents of managerial or confidential positions mutually excluded on the original certification issued September 8, 1998 by the Canadian Labour Relations Board.  
  
"*Casual employee*" means an employee who fills temporary vacancies on an as and when basis.  
  
"*Temporary employee*" means an employee filling a position for a term-certain period.  
  
"*Part-time employee*" means an employee appointed to a position on a continuous part-time basis.  
  
"*Full-time employee*" means an employee appointed to a position on a continuous full-time basis.
- (5) "*Employer*" means the WSÁNEĆ School Board.
- (6) "*Layoff*" means a cessation of employment, a reduction of regularly scheduled hours, or elimination of a full-time or part-time job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 (Layoff and Recall).
- (7) "*Probationary employee*" is a new employee who shall serve six (6) months "*probationary period*" to determine suitability for employment. The probationary period shall be set in accordance with Article 10.10.
- (8) "*Union*" means the B.C. Government and Service Employees' Union.

## ARTICLE 1 - PURPOSE OF THE AGREEMENT

Preamble

WSÁNEĆ School Board provides governance to ensure continuity and reinforcement of WSÁNEĆ history, cultural teachings and SENĆOŦEN language. This is delivered through the LAUWELNEW TRIBAL SCHOOL, the LEADERSHIP Secondary School, the ADULT LEARNING CENTRE, and the SLELEMW Child Development Centre as learning institutions operating to inspire learning and to preserve and enrich the cultural identity of WSÁNEĆ learners.

Collectively, the learners, staff, community Elders and Parents are guided by a desire to build capacity for learning and to strengthen the sense of WSÁNEĆ identity and belonging within the learning institutions of the community and beyond.

Essential to this foundation of learning are shared WSÁNEĆ values of dignity, respect, caring and facilitated by the SELWÁN delivered through culturally informed curriculum and instruction. Core history and teachings are delivered through evolving curriculum that includes WSÁNEĆ oral and written history, facilitated by staff working in a cooperative and collaborative way with each other and with the learning community.

### 1.1 Purpose of the Agreement

(a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

(b) The parties recognize that it is the mission of the WSÁNEĆ School Board:

*"to work in a life-long partnership with Saanich people to assure the continuing use of the SENĆOŦEN Language and the maintenance of the cultural identity of our Nation while giving students the knowledge, skills and attitudes as citizens to enable them to successfully meet the social, economic, and political challenges of life."*

and, that this collective bargaining relationship will be continuously shaped and influenced by this mission.

(c) The WSÁNEĆ is entrusted by the WSÁNEĆ people with the responsibility for educational services for WSÁNEĆ community in accordance with the Mission, Philosophy and Guiding Principles (ĆELÁNEN) and Policies of the WSÁNEĆ School Board and in accordance with the authority and requirements of the *Indian Act* and the traditional *Indian Code of Ethics*. The WSÁNEĆ School Board and the Union recognize that WSÁNEĆ School Board employees have an essential role in carrying out the Mission, Philosophy and Guiding Principles (ĆELÁNEN) and Policies of the WSÁNEĆ School Board and adhering to the traditional *Indian Code of Ethics*.

(d) The parties share a common purpose to establish equitable labour practices that contribute to the welfare of WSÁNEĆ School Board employees while at the same time recognizing the SENĆOŦEN culture, values, customs, and traditions of the WSÁNEĆ people, in particular the role of WSÁNEĆ elders and the supremacy of the people.

(e) The WSÁNEĆ School Board and Union agree that everyone in the workplace should be treated honourably in a manner that reflects the SENĆOŦEN values and that the WSÁNEĆ School Board, its employees and the Union agree to foster a working relationship that acknowledges and is guided by the Mission, Philosophy and Guiding Principles (ĆELÁNEN) and Policies of the WSÁNEĆ School Board and the wider traditions of the WSÁNEĆ people.

(f) Within this framework as described in (a), (b), (c), (d) and (e), the parties share a desire to establish a work environment that is characterized by an effective working relationship with the members of the bargaining unit and an orderly collective bargaining relationship between the Employer and Union which recognizes this framework, the unique relationship of the WSÁNEĆ School Board with Canada as a result of the Douglas Treaty, with the Department of Indian Affairs and the attendant authority, restrictions, limitations of funding and obligations of the *Indian Act*.

### 1.2 Hiring Preference

When hiring new employees for full-time, part-time or casual work, the Employer may give preference first to WSÁNEĆ people, then to First Nations people generally.



### 1.3 Future Legislation

Subject to the *Indian Act*, in the event that any future legislation renders null and void or materially alters any provisions of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.4 Use of Terms

- (a) *Masculine and feminine*: The masculine or feminine gender may be used interchangeably throughout this agreement. Wherever one gender is used, it shall be construed as meaning the other if the facts or context require.
- (b) *Singular and plural*: Wherever the singular is used, the same shall be construed as meaning the plural if the facts so require.

### 1.5 Human Rights Act

The parties hereto subscribe to the principles of the Canada *Human Rights Act*.

### 1.6 Sexual Harassment/Personal Harassment

#### (a) Preamble

The WSÁNEĆ School Board and the Union agree to make every reasonable effort to ensure that employees will work in an atmosphere free from sexual harassment and personal harassment and will resolve in a confidential manner any complaints that are made.

#### (b) Harassment in the Workplace

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("*Harassment*") and the Employer shall take such actions as are necessary respecting an employee engaging in Harassment in the workplace.

#### (c) Sexual Harassment Definition

- (1) Sexual harassment includes sexually oriented verbal or physical behaviour, which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
  - (i) touching, patting or other physical contact;
  - (ii) leering, staring or the making of sexual gestures;
  - (iii) demands for sexual favours;
  - (iv) verbal abuse or threats;
  - (v) unwanted sexual invitations;
  - (vi) physical assault of a sexual nature;
  - (vii) distribution or display of sexual or offensive pictures or material;
  - (viii) unwanted questions or comments of a sexual nature;
  - (ix) practical jokes of a sexual nature.
- (2) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (3) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(4) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

(d) *Personal and Psychological Harassment Definition*

(1) Personal and psychological harassment means objectionable conduct, either repeated or persistent, or a single serious incident – that an individual would reasonably conclude:

(i) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or

(ii) Is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or

(iii) Is seriously inappropriate and serves no legitimate work-related purpose.

(2) Good faith actions of a manager or supervisor relating to the management and direction of employees – such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action – do not constitute harassment.

(e) *Procedures*

(1) Before proceeding to the formal complaint mechanism, an employee who believes she/he has a complaint of harassment may approach supervisory personnel, a union steward, or elder to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(2) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue. The manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present during these discussions.

(3) When the Employer has received a complaint, she will notify the respondent and the union staff representative of the substance of the complaint in writing within fifteen (15) days. The respondent is entitled to attend, participate in, and be represented at any hearing under this clause. If the complainant and/or respondent is a member of the bargaining unit he/she shall be given the option of having union representation present at any meeting held to investigate the complaint.

(4) The Employer shall investigate the complaint and shall submit a report to the Administrator in writing within thirty (30) days of receipt of the complaint. The Administrator shall, within thirty (30) days of receipt of the report, give such orders as may be necessary to resolve the issue.

(5) Pending determination of the complaint, the Administrator may take interim measures to separate the employees concerned if deemed necessary.

(6) In cases where the Harassment requires the transfer of an employee, it shall be the harasser who is transferred, except that the employee harassed may be transferred with his/her consent.

(7) The WSÁNEĆ School Board will acknowledge in writing receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolutions within thirty (30) days, or such later date as may be mutually agreed by the Employer and the Union.

(8) Where the matter is not resolved pursuant to Subsection (3) above, the Union may refer the matter to arbitration.

(9) An employee who wishes to pursue a concern arising from alleged harassment may submit a complaint in writing, within six (6) months of the latest alleged occurrence, through the Union or directly to the Administrator or his designate (the "*Administrator*"). Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.

(10) The Employer and the Union acknowledge and recognize the traditions, culture and values of the WSÁNEĆ People including the role of elders in addressing and resolving conflicts through traditional aboriginal methods of conflict resolution. At any point in the harassment complaint process, where both the complainant and the respondent agree the complaint may be addressed through traditional aboriginal methods of conflict resolution.

(f) *Harassment Complaints*

(1) A Harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.

(2) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

(g) *Arbitrator*

(1) Where either party to the proceeding is not satisfied with the Administrator's response under 1.6(g) above, the complaint will, within thirty (30) days of that response, be put before an arbitrator. Where no response under 1.6(g) above is provided within sixty (60) days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 80 of the *Labour Relations Code* and shall have the right to:

(i) Dismiss the complaint;

(ii) Determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit; and

(iii) Make a further order necessary as is necessary to provide a final and conclusive settlement of the complaint.

(2) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer, which is consistent with the decision of the Administrator or the Arbitrator.

(3) The Arbitrator chosen will be the Arbitrator from the list in Appendix D that has the earliest available date that is at least fourteen (14) days after the date of referral.

(4) In the event no arbitrator in the list in Appendix D is available within forty-five (45) days after the date of the referral, the appointment of an arbitrator shall be by mutual agreement. The parties shall give preference to qualified Aboriginal persons.

(h) *Anti-Bullying*

(1) The Employer and Union supports the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.

(2) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

- (i) Intimidates, shows hostility, threatens and offends others;
- (ii) Interferes with a worker's performance;
- (iii) Otherwise adversely affects others.

(3) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within fifteen (15) days of the latest alleged occurrence, through the Union or directly to the Administrator or his designate (the "*Administrator*"). Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.

(4) Immediate defusing, debriefing where deemed appropriate will be made available to employees, by qualified practitioners, at no cost to the affected employee.

(5) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within fifteen (15) days.

(6) An employee in need of assistance may call WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information in the workplace.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

The "*bargaining unit*" shall comprise all employees included in the certification dated September 8, 1998.

### 2.2 Bargaining Agent or Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Canada Industrial Relations Board on September 8, 1998 applies.

### 2.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President of the Union (or designate).

The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of any clause in this agreement shall be forwarded to the President of the Union (or designate).

## 2.4 No Other Agreement

Subject to the authority of the *Indian Act*, no employee covered by this agreement 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 agreement.

## 2.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

## 2.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union agree on a maximum of five (5) stewards. The Union agrees to provide the Employer with a list of the employees designated as stewards. A steward shall obtain the permission of her/his immediate supervisor before leaving her/his work to perform her/his duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her/his supervisor. Duties of the steward shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee which the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) attending meetings called by management;
- (d) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (e) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (f) attending meetings called by management;
- (g) other responsibilities as needed.

## 2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union and place them in all staff rooms. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

## 2.8 Union Insignia

A union member shall have the right to wear or display recognized insignia of the Union.

## 2.9 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined by the *Canada Labour Code*. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

**2.10 Time Off for Union Business***(a) Without Pay:*

Leave of absence without pay and without loss of seniority will be granted subject to operational requirements:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board;
- (4) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee and to carry on negotiations with the Employer;
- (5) *Local Union Meetings:* The Employer agrees to allow employees to meet four (4) times a year in the Student Cultural Building at 3:30 p.m. for the purpose of attending union meetings without loss of pay. The Union agrees to notify the Employer of the dates of such meetings at least two (2) weeks prior to the meeting.

*(b) With Pay:*

Leave of absence with pay and without loss of seniority will be granted:

- (1) to stewards, to perform their duties pursuant to Clause 2.6;
- (2) to employees who are representatives of the Union on the Labour-Management Committee pursuant to Article 28.

To facilitate the administration of this clause, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence with pay. The Employer agrees that any of the above-noted leaves of absence shall not be unreasonably withheld.

*(c) Unpaid Leave – Union Business or Full-Time Union or Public Duties:*

- (1) for employees elected to a full-time position with the Union for a period of one (1) year;
- (2) for an employee elected to the position of president or treasurer of the B.C. Government and Service Employees' Union;
- (3) for an employee elected to anybody to which the Union is affiliated for a period of one (1) year and the leave shall be renewed upon request;
- (4) for employees to seek election in a municipal, provincial, federal, First Nation or other Aboriginal election for a maximum period of ninety (90) days;
- (5) for employees elected to a public office for a maximum period of five (5) years.

### ARTICLE 3 - UNION SECURITY

#### 3.1 Union Membership

- (a) All employees in the bargaining unit who on September 8, 1998 were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after September 8, 1998 shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) calendar days as an employee.
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to September 8, 1998 to become a member of the Union.

#### 3.2 Bargaining Unit Work

It is not the policy or practice of the Employer to have excluded classes of employees perform work normally assigned to employees covered by this agreement, except that Principals and Managers may be assigned teaching duties or other bargaining unit work based on good faith, operational requirements and should their Administrative FTE permit.

### ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. Each employee shall sign a Dues Authorization Check-off form.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deduction shall be made biweekly. Membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) Before the Employer is obliged to deduct any amount under Section (a) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the staff representative of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (e) The Employer shall supply each employee a T4 slip that contains the amount of deductions paid to the Union by the employee in the previous year. The T4 slips shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.
- (f) The Employer will provide the Union in July of each year a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block of the ROE form for each of those employees.
- (g) The Employer will provide the Union with regular union remittances electronically.

## ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT EMPLOYEES

The Employer shall notify by email the steward(s) of new employees, and of their primary work location within ten (10) days of the start of the new employee.

New employees will receive a "*letter of hire*" and copied to the shop steward. The letter will include: date of hire, position, wage rate, name of shop steward and contact information of shop steward.

The union steward will be given thirty (30) minutes to meet with the new employee, at a time specified by the shop steward to review the membership application card, acquaint new employees with the provisions of this agreement and the benefits and duties of union membership and the employee's responsibilities.

The Employer agrees to provide the name, worksite phone number, email address, and location of the new employees' steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce her to her steward.

## ARTICLE 6 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and directing of the employees in the bargaining unit is retained by the Employer except as this agreement otherwise specifies.

## ARTICLE 7 - EMPLOYER-UNION RELATIONS

### 7.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and, similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### 7.2 Union Bargaining Committees

A union bargaining committee shall not exceed five (5) members of the bargaining unit, but shall include members of the staff of the Union when negotiating with the Employer.

### 7.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entry and shall not interfere with the operation of the section concerned. In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will attempt to make available to union representatives or stewards temporary use of an office or similar facility.

### 7.4 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.



## ARTICLE 8 - GRIEVANCES

### 8.1 Grievance Procedure

- (a) The Employer and Union acknowledge and recognize the traditions, culture and values of the WSÁNEĆ people including the role of elders in resolving a grievance through traditional aboriginal methods of conflict resolution under the grievance procedure regarding the interpretation, operation or alleged violation of a provision of this agreement or the discipline, suspension or dismissal of an employee bound by this agreement.
- (b) The Employer and the Union recognize that grievances may arise concerning:
- (1) Differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration.
  - (2) The dismissal, discipline, or suspension of an employee bound by this agreement. The procedure for resolving a grievance shall be the grievance procedure in this article.

### 8.2 Step 1

- (a) In the event that a dispute arises between the Employer and an employee, every effort shall be made to resolve the dispute through discussion between the Employer and employee. An employee may elect to process a grievance through traditional aboriginal methods of conflict resolution or through the grievance procedure. The aggrieved employee shall have the right to have his or her steward present at such a discussion.
- (b) When a grievance is to be addressed through an Aboriginal method, the Employer, Union and employee must agree to the approach.
- (c) When the grievance procedure is selected, an employee shall have the right to have a steward present at such discussions. If the dispute is not resolved, the employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure within ten (10) days of making the decision to opt for the grievance procedure.

### 8.3 Step 2

The Employer and union steward or staff representative of the Union shall meet to discuss and attempt to resolve the grievance within ten (10) days of receipt of the grievance by the Employer.

### 8.4 Time Limit to Submit to Arbitration

In the event that the Employer and Union are unable to resolve the grievance through the traditional aboriginal method or at Step 2, the grievance shall be submitted to arbitration within thirty (30) days after the date of the Step 2 grievance meeting and the party submitting the matter to arbitration shall advise the other party in writing.

### 8.5 Extension

The time limits to file and resolve a grievance or submit the grievance to arbitration may be extended by agreement in writing. Agreement to an extension of time will not be unreasonably denied by either party.

### 8.6 Deviation from Grievance Procedure

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation, with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having

initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

#### **8.7 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, 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 according to equitable principles and the justice of the case.

#### **8.8 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article shall be applied retroactively to the date of the occurrence of the action or situation, which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

### **ARTICLE 9 - ARBITRATION**

#### **9.1 Arbitration**

In the event that a grievance is submitted to arbitration, the appointment of an arbitrator shall be by mutual agreement. The parties shall give preference to qualified Aboriginal persons. Should the parties be unable to reach agreement on the appointment of an arbitrator, the provisions of Section 57(4) the Canada *Labour Code* shall apply to the appointment of the Arbitrator.

#### **9.2 Decision of the Arbitrator**

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a grievance by any arrangement deemed just and equitable. However, the Arbitrator shall not have the power to change this agreement by altering, modifying or amending any provisions.

#### **9.3 Costs**

The parties to this agreement shall jointly bear the cost of the Arbitrator and each of the parties shall bear the cost of its own representatives and witnesses.

#### **9.4 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

#### **9.5 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses. All reasonable arrangement will be made to permit the concerned parties or the 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.

#### **9.6 Expedited Arbitration**

Subject to Clause 9.1, expedited arbitration shall refer to a system of rights arbitration incorporating procedures specifically designed to reduce delay and/or cost in the hearing and issuance of an award.

(a) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) grievances requiring substantial interpretation of a provision of the agreement;
- (3) rejection on probation;
- (4) suspensions in excess of twenty (20) workdays;
- (5) policy grievances;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection;
- (8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(b) The parties shall mutually agree upon a single arbitrator, where no agreement can be reached the CIRB will appoint an arbitrator.

(c) The Arbitrator shall hear the grievance and shall render a decision within two (2) workdays of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(d) Expedited arbitration awards shall be of no precedential value and shall not, therefore, be referred to by the parties in respect of any other matter.

(e) All settlements of expedited arbitrations shall be "*without prejudice*".

(f) The parties shall equally share the cost of fees and expenses of the Arbitrator and hearing room.

(g) No later than two (2) weeks prior to the scheduled hearing for each grievance, the Union and the Employer, or the Employer's designate, shall prepare a statement of agreed facts for presentation at the hearing. They will identify the names of all witnesses that they intend to call and will advise the other party of the purpose for which that witness is being called. They will also identify any preliminary issues that they intend to raise with the Arbitrator and the remedy being sought.

(h) Notwithstanding the above, either party may remove a case from the expedited process and forward it to full arbitration as per Article 9 of this agreement.

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

### 10.2 Dismissal

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

### 10.3 Suspension

The Employer may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

#### **10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance under Article 8 of this agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the staff representative of the Union within five (5) workdays of the action being taken.

#### **10.5 Right to Grieve Other Disciplinary Action**

(a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file, which might be the basis of disciplinary action. Should an employee dispute any such entry in her/his file, her/his, which might be the basis of disciplinary action. Should an employee dispute any such entry in her/his file, she/he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her/his personnel record.

(b) Upon the employee's request any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of fifteen (15) months from the date it was issued provided there has not been a further infraction.

#### **10.6 Evaluation Reports**

(a) The purpose of employee performance evaluations is to acknowledge and support the effective delivery of educational and related services for students and their communities. All employees shall receive regular performance evaluations. Such performance evaluations shall be in writing and are to be signed by both the employee and supervisor. Evaluations may be grieved.

(b) At the beginning of each annual work year and no later than September 30 each year, employees and supervisors together will develop a professional growth plan which sets out the goals and objectives for the professional growth and development of the individual employee and take into consideration the organizational and community goals of the Board.

(c) Employee performance evaluations will include an evaluation of the extent to which their professional growth plan has been achieved, as well as the extent to which they have demonstrated a commitment to the community engagement and extracurricular goals of the Board.

#### **10.7 Personnel File**

An employee or union steward with the written authority of the employee, shall be entitled to review the employee's personnel file provided the Employer is given prior notice to having access to the file and the Employer has the option to be present during such review.

#### **10.8 Right to Have Steward Present**

(a) An employee has the right to have his/her steward present at any discussion with the Employer, which the employee believes might be the bases of disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local representative present at any discussion with supervisory personnel, which the steward has been advised might be the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

#### **10.9 Rejection During Probation**

(a) The Employer may dismiss a probationary employee for just cause. The test of dismissal for just cause shall be a test of suitability for the probationary employee for continued employment in the

position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) The probationary period for all new employees shall be six (6) months worked or the equivalent number of hours actually worked as based on the normal hours of work, of a full-time employee, whichever occurs last.

(c) Where an employee has been aggrieved by the decision of the Employer to reject the employee during probationary period, they may grieve the decision pursuant to the grievance procedure in Article 8 (Grievances) of this agreement commencing at Step 3.

(d) The Employer, with the agreement of the Union, may extend the probationary period for a further period to not exceed three (3) months.

## ARTICLE 11 - SENIORITY

### 11.1 Seniority Defined

Subject to Section 13.5 regarding purposes for which substitute teachers may accrue seniority:

(a) seniority shall mean the length of continuous service with the Employer of full-time, part-time, temporary and casual employees in the bargaining unit, including service prior to union certification;

(b) temporary and casual employees shall accrue seniority on an hourly basis for all hours paid; and

(c) the Employer shall maintain a service seniority list showing the date each full-time, part-time, temporary and casual employee commenced employment along with classification and increment level, and the hours paid to temporary and casual employees to the date of the list. The Employer shall provide a copy of the seniority list on September 30<sup>th</sup> and April 1<sup>st</sup> of each year and supply a copy to the shop steward. If, within thirty (30) days of posting, the Union does not dispute its accuracy, the seniority list shall be deemed accurate.

### 11.2 Loss of Seniority

(a) An employee on leave of absence without pay, other than leave of absence without pay as set out in Article 2.10 shall not accrue seniority. Upon returning the employee shall receive her/his position back, or a position of equal rank and salary.

(b) An employee on a claim recognized by the Workers' Compensation Board (WCB) shall be credited with service seniority equivalent to what she/he would have earned had she/he not been absent and had been able to work.

(c) An employee shall lose her/his seniority as an employee in the event that:

- (1) she/he is discharged for just cause;
- (2) she/he voluntarily terminates employment;
- (3) she/he is on layoff for more than one (1) year.

## ARTICLE 12 - SERVICE CAREER POLICY

### 12.1 Posting

All new or vacant positions within the bargaining unit to be filled shall be posted internally on the union bulletin board for a period of not less than ten (10) working days prior to the closing date for the filling of the position. The posting shall include the qualifications, and all information relevant to the position.

## 12.2 Posting and Filling of Vacancies

The Employer shall post a vacant position with existing employees at the same time will advertise within the communities of the WSÁNEĆ people and then where there are no qualified applicants. The Employer shall post external to the communities of the WSÁNEĆ people all regular full-time and part-time vacant positions describing the position, the location of the vacancy, the date of commencement, and the required qualifications. The Employer shall post and advertise a vacancy at least fourteen (14) calendar days in advance of selection.

In filling such vacant regular positions, appointments shall be made to the employee or person with the required qualifications, level of competence, and efficiency as required by the position. Membership in WSÁNEĆ community is a preferred qualification, as is First Nations ancestry. A proven commitment to participation in extracurricular and community engagement activities is a desirable qualification. Where the selection is between two (2) employees and such requirements are equal, seniority will be the determining factor.

## 12.3 Seniority on Promotions and Transfers

The parties agree that all promotions and transfers within the bargaining unit shall be made on the basis of seniority provided an employee has the necessary qualifications, skill, knowledge and ability for the position.

## 12.4 Qualifying Period on Promotions and Transfers

If an employee is promoted or transferred to a vacant position, then the employee shall be considered a qualifying employee in her/his new position and will not be required to serve a probationary period. A qualifying employee shall be subject to a thirty (30) day qualifying period. In the event that a qualifying employee fails to pass the qualifying period, the employee shall be returned to their former position.

## 12.5 Interviews

An applicant for a posted position with the Employer who is not on a leave of absence without pay and who has been called for an interview shall suffer no loss of basic earnings to attend. Should an employee require a leave of absence from duties for the interview, their supervisor shall be notified as soon as the requirement to appear for the interview is made known.

# ARTICLE 13 - LAYOFF AND RECALL

## 13.1 Definition of a Layoff

"Layoff" is:

- (a) a cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or
- (b) a reduction in hours of work greater than four (4) hours per week from the employees' posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employees' status.

## 13.2 Layoff Process

The Employer may lay off any employee for budgetary reasons, lack of work, or operational restructuring. The Employer shall lay off employees on the basis of seniority and job classification. In the event of such

a layoff, the Employer shall provide written notice of layoff to the employee or employees affected and a copy of such notice will be sent to the Union.

Any employee who is subject to layoff shall have the right to bump into a position in accordance with his/her seniority provided that he/she possesses the necessary ability, experience and qualifications to perform the duties of the new position.

An employee subject to layoff shall not be entitled to bump up or to be assigned to fill a vacancy for a higher paid position.

*(a) Pre Layoff Canvass*

(1) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff. Prior to the layoff of regular employees under Article 13.2 (Layoff), the Employer will canvass employees in order to invite:

- (i) placement on the casual call-in and recall lists with no loss of seniority; or
- (ii) early retirement where eligible; or
- (iii) other voluntary options, as agreed to by the Union and the Employer.

Where more than one (1) employee expresses interest in one (1) of the above options, they will be offered to qualified employees on the basis of seniority.

(2) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance of a written notice to the employee or group of employees.

(3) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer. The Employer will notify the Union of the employee's selection.

### **13.3 Advance Notice**

The Employer will provide written notice and/or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff according to one (1) of the following provisions:

- (a) one (1) weeks' notice and/or pay in lieu of notice after three (3) consecutive months of employment; or
- (b) two (2) weeks' notice and/or pay in lieu of notice after twelve (12) consecutive months of employment; or
- (c) three (3) weeks' notice and/or pay in lieu of notice after two (2) consecutive years of employment, plus one (1) additional week for each year of employment, to a maximum of eight (8) weeks' notice and/or pay in lieu of notice.

### **13.4 Recall for Full-Time and Part-Time Employees**

- (a) Full-time or part-time employees who are laid off and opt to be put on the recall list shall be placed on a recall list for one (1) year.
- (b) A full-time or part-time employee who opts to remain on the recall list shall be recalled in order of service seniority provided she/he possesses the skills and abilities to perform the job.
- (c) The Employer will attempt to reach the full-time or part-time employee for position(s) by telephone and registered mail for one (1) workweek.

- (d) It is the responsibility of the laid off full-time or part-time employee to ensure that the Employer is kept notified of her/his current mailing address, telephone and availability.
- (e) If the recalled employee with the most service seniority is unavailable or refuses work, the employee with the next highest service seniority who possesses the skills and abilities to perform the job shall be recalled.
- (f) Full-time or part-time employees have the right to be put on the temporary recall list if they advise the Employer in writing.

### 13.5 Recall Casual and Temporary Employees

Casual and temporary employees are subject to the same hiring process as regular full-time and part-time employees. Casual and temporary employees are placed on a recall list for the purpose of being called to fill casual and temporary vacancies.

*Recall List* – The Employer shall maintain a separate recall list for temporary work. Employees shall be recalled based on their seniority, provided they possess the skills and abilities to perform the job.

### 13.6 Call-in Procedure

Casual employees, rates of pay as per Appendix A, shall accrue seniority for the purposes of recall and for substitute opportunities as per the following casual call-in lists:

- (a) LAUWELNEW Tribal School, LAUWELNEW Tribal High School; and Adult Education Centre
- (b) SLELEMW Child Development Centre
- (c) SENĆOŦEN Language and Cultural Program
- (d) Clerical
- (e) Bus Drivers
- (f) Operations and Maintenance
- (g) Teacher on Call (TOC) Call-in Procedure

TOC teachers will be required by September 15<sup>th</sup> each year to provide the Employer with their availability for the school year on the document provided by the Employer.

If the Employer does not receive the completed form by September 16<sup>th</sup>, the TOC will be moved to the bottom of the seniority list for the purpose of call-in.

After completion and submission of the TOC availability form and if a TOC declines or does not respond to three (3) call-ins which they have stated on their availability form that they were available for work, they will be moved to the bottom of the seniority list.

If after the completion of their ability form for the year, changes can be made to availability on a monthly basis no later than the 30<sup>th</sup> of each month, if the Employer has not received a change of availability, and the TOC fails to report to work when called in they will be moved to the bottom of the casual list after three (3) declines, or no answer to phone calls left for them.

If after six (6) months a TOC has not worked they will have been considered to have resigned their position with WSÁNEĆ School Board, and notification will be mailed to the TOC confirming their resignation.

Teachers doing call-ins for TOC will keep a log book, with date, time of call, shift declined, or if no answer. Once three (3) shifts have declined or not available, the Teacher will notify the Principal and a copy of the log book.



Teachers, Special Needs Workers and Teacher's Assistants shall specify, in writing, three (3) on call staff, in order of preference, seniority, qualifications and suitability and will be responsible to document the above.

*(h) Call-in Procedure For All Other Classifications*

All casual employees are required to complete an availability list for the school year.

In the event a casual employee on the casual call-in list declines or fails to respond to a call-in, as per their availability, on three (3) separate occasions, that employee will move to the bottom of the seniority list. The Employer will maintain log books that record date, time, shift available, decline or no answer.

If the employee does not accept any call-in shifts for a period of six (6) months they will be considered to resign. The Employer, will send out a letter to each employee notifying them of their resignation.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Annual School Year**

The Employer provides educational services to its students from the first week in September to the last week in June (the School Year).

Spring Break will be scheduled annually, as per School District 63, and shall be as set out in this agreement and consistent with past practice. In the event there is a second week of spring break, hours of work shall be in accordance with MOU #6.

In the event the Employer determines that educational services, curriculum development or other work is required to be performed outside of the regular School Year, the Employer will post for term summer positions to be filled in accordance with Article 12.

### **14.2 Flexible Hours of Work**

Where it is necessary for operational requirements to change the start and finish times of a regular workweek for staff, the Employer shall provide forty-eight (48) hours' notice of any such changes and such change shall be with mutual agreement of the employee except where the change is of less than thirty (30) minutes.

*(a) Hours of Work LAUWELNEW Elementary School and WSÁNEĆ Leadership Secondary*

During the school year, the LAUWELNEW Tribal School and WSÁNEĆ Leadership Secondary are normally open Monday to Friday, 8:00 a.m. to 4:00 p.m.

Instructional start and end times will be set by administration at the beginning of the school year based on statutory, operational and transportation requirements.

Teaching staff are required to work an annual work year which commences on the week immediately previous to the start of school for students and ends the last week of attendance for students. Within the first week of work, teachers will be only required to attend at the school for two (2) days. Within the annual work year, teaching staff are required to be at the school to undertake instructional and supervisory responsibilities from Monday to Thursday, 8:00 a.m. to 2:45 p.m. and Friday 8:00 a.m. to 1:30 p.m.

It is recognized that the job of teaching includes professional responsibilities, which may require time outside of the instructional and supervisory hours. Teachers may be requested to be at the school after

instructional hours at the request of the Principal or administration to address student, organizational, or administrative issues.

Parent/teacher interviews will be held consecutively during the day of interviews, with no split shifts. Teachers may report to work late, as per the normal hours of work in a day (six and one-quarter [6¼] hours), to accommodate meeting with parents after regular school hours.

The Employer recognizes that hours of work beyond supervision and instruction should be both reasonable and flexible so as to balance professional responsibility and the health and wellbeing of the employee.

Teaching Assistants are required to work an annual work year, which commences the week immediately previous to the start of school for students and ends at the end of the last week of attendance for students. Within the annual work year, the regular workday for teaching assistants is normally Monday to Friday, 8:00 a.m. to 3:30 p.m. with a thirty (30) minute lunch break.

School Secretaries are required to work Monday to Friday beginning approximately thirty (30) minutes before the start of instruction and ending eight (8) hours later, with a one (1) hour lunch break. The high school Secretary is required to work Monday to Friday, beginning approximately thirty (30) minutes before the start of instruction and ending seven and one-half (7½) hours later, with a one-half (½) hour lunch break.

*(b) Hours of Work for Adult Education Centre*

Staff in the Adult Education Center are required to work an annual work year, which commences in the last week of August and ends in the last week of June. Within the annual work year, the non-instructional staff works a regular workweek from Monday to Friday, 8:30 a.m. to 4:30 p.m.

It is recognized that adult education requires flexibility in terms of time and place of instruction. Prior to the start of the School Year, classes will be scheduled by the Employer, in consultation with teachers and with the WSÁNEĆ community, at times and places that best meet the needs of the community and the employees. For greater certainty, the Employer may assign teachers in the Adult Education Centre to teach classes outside of regular school hours, including evening classes and in locations outside the Adult Education Centre, but instructional and supervisory hours will not exceed six point five (6.5) hours per day or thirty-two point five (32.5) hours per week, exclusive of break times.

*(c) Hours of Work for Bus Drivers*

Bus Drivers are required to work an annual work year, which commences the first day of the School year and ends the last School day in June. A Bus Driver shall be paid for time spent driving the vehicle according to the schedule set by Management, plus the allotted time below:

- |   |                    |
|---|--------------------|
| (1) Safety Checks/Warm up Times .....             | 35 minutes per day |
| (2) Fueling Times and Scheduling Adjustments..... | 15 minutes per day |
| (3) Rest Breaks .....                             | 30 minutes per day |
| (4) Cleaning/Washing .....                        | 15 minutes per day |

A regular day of employment for a Bus Driver will not exceed eight (8) hours per day.

*(d) Hours of Work for Administrative/Clerical Staff*

Administrative employees are required to work an annual work year from September 1 to August 31. Within the annual work year, the regular workday for administrative/clerical staff is normally Monday to Friday; 8:00 a.m. to 4:30 p.m. with a one (1) hour lunch break or the equivalent if the hours of the school day should change.

(e) *Hours of Work for Maintenance Staff*

Maintenance employees are required to work an annual work year from September 1 to August 31. Within the annual work year, the following classifications, regular workweek is normally as follows:

*Grounds Keeper* – Monday to Friday, 7:00 a.m. to 3:30 p.m. with a thirty (30) minute lunch break.

*Building Maintenance* – Monday to Friday, 8:00 a.m. to 4:30 p.m. with a thirty (30) minute lunch break.

*Custodian 1* – Monday to Friday, 6:00 a.m. to 9:00 a.m. and 1:30 p.m. to 6:30 p.m.

*Custodian 2* – Monday to Friday, 6:00 a.m. to 8:00 a.m. and 3:00 p.m. to 9:30 p.m.

*Custodian 3* – Monday to Friday, 6:00 a.m. to 8:00 a.m. and 3:00 p.m. to 9:30 p.m.

(f) *Hours of Work for SLELEMW Child Development Centre*

The SLELEMW Child Development Centre is open Monday to Friday with Children being present from 8:00 a.m. to 4:30 p.m. Child Development Centre Staff are required to work an annual work year which commences the week immediately previous to the start of school for students and ends at the end of the last week of attendance for students.

Within the annual work year, the follow classifications' regular workweek is as follows:

3-5 Daycare

ECE 1 – Monday to Friday, 7:45 a.m. to 3:45 p.m., with a one (1) hour lunch break.

ECE 2 – Monday to Friday, 8:30 a.m. to 4:30 p.m., with a one (1) hour lunch break.

ECA 1 – Monday to Friday, 11:30 a.m. to 4:00 p.m.

Infant/Toddler

IT 1 – Monday to Friday, 7:45 a.m. to 3:45 p.m., with a one (1) hour lunch break.

IT 2 – Monday to Friday, 8:30 a.m. to 4:30 p.m., with a one (1) hour lunch break.

ECA 2 – Monday to Friday, 10:00 a.m. to 2:00 p.m.

Pre-School

ECE 1 – Monday to Friday, 7:45 a.m. to 3:45 p.m., with a one (1) hour lunch break.

ECA 3 – Monday to Friday, 7:45 a.m. to 3:45 p.m., with a one (1) hour lunch break.

### 14.3 Rest Periods

All employees shall be entitled to a fifteen (15) minute break period in the morning.

### 14.4 Meal Periods

All employees who work five (5) or more consecutive hours shall be entitled to an uninterrupted meal break that lasts at least one-half (½) hour.

## ARTICLE 15 - OVERTIME

### 15.1 Definitions

(a) "*Overtime*" means work performed by a full-time employee in excess or outside of her regularly-scheduled hours of work.

(b) "*Straight-time rate*" means the hourly rate of remuneration.

- (c) "Time and one-half" means one and one-half times (1½x) the straight-time rate.

### 15.2 Advanced Approval

All overtime shall be approved in advance by an employee's supervisor and shall be documented on an employee's pay sheet. WSÁNEĆ School Board shall not honour overtime not approved in advance by an employee's supervisor.

### 15.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours.
- (b) Overtime shall be compensated in thirty (30) minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

### 15.4 Overtime Compensation

- (a) All employees shall be compensated for overtime work performed before and after regular working hours.
- (b) Overtime shall be compensated either in cash or equivalent compensatory time off (CTO), or a combination of both as determined by the employee, provided such time off is scheduled by mutual agreement.

### 15.5 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

### 15.6 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, or where there is established special events or staff meetings designated by the Employer, without being subject to disciplinary action for so refusing.

### 15.7 Overtime for Part-Time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, who is required to work longer than her regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, who is required to work other than her regularly-scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

### 15.8 Extracurricular Activities

(a) Teaching Staff are encouraged to participate in some manner in extracurricular activities of the School after instructional hours and such extracurricular activities undertaken by Teaching Staff shall be approved by the Principal following consultation with the staff. Employees who volunteer to do overnight activities approved by the administration will be compensated as follows:

- (1) Teaching Staff will be compensated with one (1) day in lieu for each overnight;
- (2) Non-Teaching staff will be compensated in accordance with Article 15.4.

- (b) While involved in extra-curricular activities, School staff shall be considered to be acting in the employ of the Employer for the purposes of liability coverage under the Employer's insurance.
- (c) All School staff are encouraged to interact and participate in community sponsored events.

## ARTICLE 16 - PAID HOLIDAYS

### 16.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Queen's Birthday	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Canada Day	Boxing Day

Any other holiday proclaimed as a holiday by the federal government, or by the WSÁNEĆ School Board for the locality in which the employee is working shall also be a paid holiday.

### 16.2 Holidays Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday and when any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purpose of this agreement.

### 16.3 Holidays Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu, with scheduling of the lieu day to be by mutual agreement.

### 16.4 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday, which is a scheduled workday, shall be compensated at the applicable overtime rates for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be by mutual agreement.

### 16.5 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

### 16.6 Paid Holiday Pay

Payment for holidays will be at the employees' basic pay.

## ARTICLE 17 - ANNUAL VACATIONS

### 17.1 Annual Vacation Entitlement

- (a) Non-teaching staff shall accrue vacation based on hours worked on an annual basis and shall be entitled to paid vacation at his or her regular wage or salary as follows:

Years Worked	12 month	10 month
Less than 2 years continuous employment	13 days	13 days
3 to 7 years	17 days	14 days
8 to 14 years	22 days	18 days
15 to 23 years	27 days	23 days
24 years and up	32 days	27 days

(b) *Continuous Employment*

Non-teaching employees who work ten (10) months of the year shall be deemed to have continuous employment for the purposes of vacation entitlement. No non-teaching employee shall be entitled to paid vacation leave who has not completed one (1) year of continuous employment full-time or part-time.

(c) *Payment of Vacation*

A non-teaching employee shall be paid for vacation leave for Christmas and Spring breaks on regular payroll days unless otherwise agreed to by WSÁNEĆ School Board. For non-teaching employees only working ten (10) months of the year, the employee shall be paid out for any remaining vacation leave owing at the beginning of the school recess unless otherwise agreed to by WSÁNEĆ School Board. Any earned vacation pay outstanding at the time of resignation or termination of an employee shall be paid out at the date of resignation or termination.

(d) *Unearned Vacation*

An employee who resigns or is terminated prior to having earned all the vacation taken may be deducted pay for such unearned vacation.

## 17.2 Vacation Earnings for Partial Years

During the first partial year of service a new employee will earn vacation at the rate of four percent (4%) vacation pay added to each pay period.

## 17.3 Vacation Scheduling

- (a) The scheduling and taking of vacations shall be based on the school year. "School year" means from September 1<sup>st</sup> to the last day of school in June annually.
- (b) (1) The scheduling of vacations will be by seniority.
- (2) Vacation schedules are to be submitted to and approved by an employee's supervisor at the beginning of September each year and vacation is to be taken initially in one (1) of the designated blocks of Christmas, Spring Break and the Summer period prior to any vacation being granted during the regular school session.

Preference in the selection and allocation of vacation time shall be determined within each work unit on the basis of seniority

- (c) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer. Such approval shall not be unreasonably withheld.

## 17.4 Approved Leave of Absence With Pay During Vacation

When an employee is qualified for sick leave, bereavement leave, or any other approved leave during her vacation period, there shall be no deduction from her vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced

vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

#### **17.5 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependant or, where there is no dependant, to the employee's estate.

### **ARTICLE 18 - PAID LEAVE**

#### **18.1 Definition of Employee Paid Leave**

Employee leave means leave for sickness, medical appointments, family or personal circumstances or to attend funeral of a non-family member or the birth or adoption of the employee's child or a court appearance for a hearing concerning an employee's child or in the case of illness of a child of an employee.

#### **18.2 Entitlement to Employee Leave**

Employees working for a ten (10) month period are entitled to ten (10) days of employee leave per year; employees working for a twelve (12) month period are entitled to twelve (12) days of employee leave per year. New employees accrue one (1) day per month of employee leave until completion of their first year of service with the Employer.

#### **18.3 Carryover**

Employees are not entitled to carry over employee leave to the new school year and are paid out for one-half (½), of any remaining employee leave up to a maximum of six (6) days.

#### **18.4 Proof of Illness**

An employee may be required by the Employer to produce a certificate from a qualified medical practitioner for any illness certifying that such employee is unable to carry out her duties due to illness or non-compensable accident. The Employer may exercise this requirement after the first three (3) days of each incident of sickness or accident. Where the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense during working hours.

The cost of supplying such written information shall be borne by the Employer.

#### **18.5 Use of Employee Leave**

The Employer and Union recognize that it is the responsibility of the employee to manage their employee leave in a professional and accountable manner. The following procedure shall apply to the use of employee leave:

- (a) employee leave shall be taken in one-half (½) or one (1) day periods only, unless otherwise approved by the employee's supervisor;
- (b) employee leave shall be paid out at the end of each employee year (August 30) or at the end of their term of employment, or at the date of layoff, unless otherwise approved by the employee's supervisor;
- (c) an employee shall provide notification of leave to their supervisor on the morning of each employee leave absence and where applicable the employee shall be responsible for ensuring a replacement is available.

## 18.6 Notification of Absence

All employees must notify their supervisor as soon as reasonably possible on the day of absence due to illness. Where the supervisor is absent at the time of call-in, a message can be left with a colleague. Failure to provide notification of absence in this manner may result in loss of pay.

## ARTICLE 19 - BEREAVEMENT AND OTHER LEAVE

### 19.1 Bereavement Leave

- (a) In the event of the death of an immediate family member, during the bereavement period an employee shall be entitled to five (5) working days without loss of pay. An employee may request additional bereavement leave. Any leave beyond five (5) working days requires the written approval of the Administrator as per 19.1(b).
- (b) In the event of the death of an extended family member, leave approved by the Administrator during bereavement period an employee shall be entitled to three (3) working days without loss of pay. An employee may request additional bereavement leave. Any leave beyond three (3) working days requires the written approval of the Administrator.
- (c) "*Immediate family*" means spouse, grandparent; parent; brother; sister; son; daughter; grandchild or any person permanently residing in the employee's household.
- (d) "*Extended family*" means, stepchildren, stepparents, stepgrandparent, stepgrandchild, stepin-laws, stepuncle, stepaunt, stepniece, stepnephew, or step first cousin.
- (e) "*Bereavement period*" means the period immediately following the death of an employee's immediate or extended family member.

### 19.2 Leave for Court Appearance

With the exception of an employee's own proceeding, an employee who is subpoenaed for jury duty or called as a court witness and required to attend court, shall be granted leave and continue to receive full pay while so engaged providing she/he turns over any monies she/he receives as a result of such activity on the days she/he would normally be working. Court leave may also be used to attend court for land claims or fishery issues if necessary.

### 19.3 Leave for Writing Examinations

Leave of absence with pay may be granted to allow employees time to write examinations for courses provided that such courses are related to the employee's job and approved by the Employer. Such leave shall not be unreasonably withheld.

### 19.4 Leave for Taking Courses

An employee shall be granted leave with pay to take job related courses at the request of and with the approval of the Employer and an employee may be granted leave without pay, or leave with partial pay, to take job related courses in which the employee wishes to enrol.

### 19.5 Elections

An employee eligible to vote in a federal, provincial, municipal or first nation election or a referendum shall have four (4) consecutive clear hours from employment during the hours in which the polls are open, in which to cast her/his ballot.

### 19.6 General Leave

Notwithstanding any provision for leave in this agreement, the Employer may subject to operational requirements grant leave of absence without pay to an employee requesting such leave provided the



employee give a minimum of thirty (30) days' notice to the Employer. Such request to be in writing and approved by the Employer. Approval shall not be unreasonably withheld.

#### **19.7 Donor Leave**

An employee shall be granted up to two (2) days with pay for the purpose of donating bone marrow or an organ.

#### **19.8 Other Religious or Spiritual Observances**

(a) Employees who practise non-Christian religions or Aboriginal spiritual observances are entitled to reasonable leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice, as possible shall be provided.

(c) Employees granted leave under this provision may utilize or reschedule compensatory time off banked pursuant to Article 15.4(b) (Overtime Compensation), unused vacation or lieu days to cover their absence as per Article 17 (Vacation).

#### **19.9 WSÁNEĆ School Board Representation**

In the Event that the Employer requests an employee to represent and attend on behalf of the WSB at an activity external to the WSB operations, such attendance shall be approved by the Employer and shall be considered employee work time.

### **ARTICLE 20 - MATERNITY & ADOPTION LEAVES**

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article shall give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave shall give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

#### **20.1 Maternity Leave**

(a) The employee will be granted leave for a period not longer than seventeen (17) weeks.

(b) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.

(c) A request for shorter period under Clause 20.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.

(d) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

(e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until

the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

(f) Maternity leave may be extended for up to an additional six (6) months for health reasons where a medical practitioner's certificate is presented.

## **20.2 Parental Leave**

(a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks' parental leave between them.

(c) Upon application, employees shall be granted parental leave as follows:

(1) in the case of the natural mother, commencing immediately following the end of the maternity leave under Article 20.1,

(2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child,

(3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.

(d) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

## **20.3 Leave Without Pay**

All leave taken under Article 20 is leave without pay.

## **20.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 20 in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks, except as provided under Article 20.1(f) and/or 20.1(d) and/or 20.2(d). Where an employee is granted total maternity leave under Articles 20.1(a) and 20.1(f) of greater than fifty-two (52) weeks, the employee shall not be entitled to parental leave under Article 20.2.

## **20.5 Return from Leave**

(a) On return from leave, an employee shall be placed in her former position. Where the former position does not exist, in an equivalent position.

(b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Clause 20.1 or Clause 20.2.

## **20.6 Seniority Rights on Reinstatement**

(a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.

(b) The employee shall be deemed to have resigned on the date upon which her leave commenced if an application for re-employment is not made within one (1) month prior to the expiration of the leave or if she does not return to work after having applied for re-employment.

### **20.7 Sick Leave Credits**

Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.

Any pregnant employee, authorized by the receipt of a licensed physician's statement to the Employer, where there is a confirmed case of German measles, may use sick leave or any other disease or condition, which could be harmful to pregnancy as determined, by the physician's statement or report in the place of employment. She may use this leave until all danger from such disease or condition no longer exists.

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

### **21.1 Statutory Compliance**

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees. There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

The Employer and the Union agree that policies and guidelines relating to safety and health will be recommended by the Committee. The Committee will meet at least once per month or, to deal with urgent situations, at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload and ergonomic requirements with the aim of preventing and reducing risk of occupational injury and illness including related training.

The Committee will be notified of each accident or injury and will investigate and report to the Union and Employer on the nature and cause of the accident or injury.

All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the union representatives of the Committee.

### **21.2 Joint Occupational Health and Safety Committee**

The parties agree that the intent of this agreement is to ensure that all employees shall have the maximum possible access to Occupational Safety and Health.

- (a) A union representative shall be appointed by the Union and an employer representative shall be appointed by the Employer.
- (b) Any Occupational Health or safety concerns will be brought to and addressed at staff meetings.
- (c) Employees who are safety representatives shall not suffer any loss of basic pay for the time spent attending a staff meeting, a job site inspection, safety training, or accident investigation in accordance with WCB Regulations and/or Canada *Labour Code*.

Worksite inspection and accident investigations shall be scheduled during normal working hours whenever possible.

### **21.3 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of the Safety Representative, after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established by the *Workers Compensation Act*. Where an

employee acts in compliance with Section 3.24 of the Workers Compensation Board Industrial Health and Safety Regulations, she/he shall not be subject to disciplinary action.

#### **21.4 Investigation of Accidents**

- (a) All accidents shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.
- (b) Reports shall be submitted on an Accident Investigation Form, which may be amended by mutual agreement, and copies sent to:
  - (1) the Employer's designate(s);
  - (2) the Union's designate(s).
- (c) In the event of a fatality, the Employer shall immediately notify the President of the Union (or designate) of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

#### **21.5 Employee Working Alone**

- (a) The Occupational Safety and Health Committee shall develop a written procedure for checking the well-being of a worker assigned to work alone and where the employee may not be able to secure assistance in the event of misfortune or injury.
- (b) The procedure for checking a worker's well-being must include the time interval between checks and the procedure to follow in case the employee cannot be contacted, including provisions for emergency response.

#### **21.6 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation, whichever is the most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

#### **21.7 Communicable Disease/Parasites Protection**

The parties to this agreement share a desire to prevent acquisition and transmission of communicable disease/parasites/rodent infestation where employees may come into contact with a person and/or possessions of a person with a communicable disease, and will be reported to the OSH Committee immediately to assess and advise process to rectify the infestation. The Employer will ensure the appropriate cleaning will take place by the Maintenance/Custodial staff as per the following:

The parties have agreed to include the following requirements for a cleaning schedule for the daycare centre, schools, and portables.

The regular cleaning schedule will include the following:

##### **Daily**

- (a) Disinfecting each desk, workstation;
- (b) Vacuuming and washing floors on a nightly basis;
- (c) Washing floors, walls and disinfecting student washrooms;
- (d) Ensure soap dispensers are refilled on a daily basis.

**Monthly**

- (a) Ensure pest control is done on a regular basis to assist with the containment of silverfish, ants, fruit flies, mice, etc.
- (b) Air quality will be checked.

**School Use During Summer Break**

Students who attend the school during Summer Break, will be monitored by the Employer.

The Employer will ensure the areas are cleaned after the summer students are gone.

The Employer and the Union agree that the Labour Management Committee, (Article 28) will consider the Employer's proposals on appropriate policies and procedures.

The Employer will develop a cleaning schedule for the Daycare Centre, Schools, and Portables to ensure all areas will be cleaned on a regular rotation, with schedules being provided to the Occupational Health and Safety Committee.

**21.8 Workplace Violence**

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, persons in care, or the public and non-physical violence through the inter-net or social media. The Employer recognizes that workplace violence is inclusive of a broader definition as described in the Canadian Centre for Occupational Health and Safety.
- (b) The Employer and Union agree to encourage the reporting of all incidents of violence.
- (c) Immediate critical incident stress debriefing and post-traumatic counselling shall be made available to employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

**21.9 Occupational First Aid Requirements and Course**

Employees who possess the Occupational First Aid Certification and are the designated First Aid Attendant, in addition to their normal job responsibilities, shall receive thirty dollars (\$30) biweekly.

**ARTICLE 22 - TECHNOLOGICAL CHANGE**

The Employer and Union recognize the overall advantages and necessity of technological change and the ongoing requirements to facilitate technological change in the Employer's operations. The Employer agrees to apply with the provisions of the Canada *Labour Code* with respect to technological change.

**ARTICLE 23 - CONTRACTING OUT**

The Employer agrees not to contract out any bargaining unit work presently performed by employees covered by this agreement which would result in the laying off of such employees.

## ARTICLE 24 - HEALTH AND WELFARE

### 24.1 Eligibility

Coverage for a regular employee under the plan will commence on the first day of the month following the month in which the employee successfully completes their probation period or their trial period not to exceed three (3) months.

Coverage under the provisions of this plan will apply to regular full-time, part-time and other employees who are schedule to work twenty (20) regular hours or more per week, subject to the requirements of the Employer's carrier, Co-operators.

### 24.2 Medical Examination

Should the insurance carrier require the employee to submit to a medical examination, as a result of the employee's request for addition or change in benefits, it is at the expense of the employee on his/her own time.

### 24.3 Health and Welfare Benefit Carriers and Plan Publications

The Employer shall supply to the Union copies of Plan descriptions provided by the insurance carriers.

### 24.4 Same Gender Spouse Entitlement

Same gender partners shall be eligible for spousal coverage under the Dental and Extended Health Care Plans pursuant to the terms of the carrier's contracts.

### 24.5 Benefits on Leave of Absence

The Employer will pay one hundred percent (100%) of the cost of Health and Welfare benefits for any employee while on short-term illness, WCB or maternity/parental leave.

## ARTICLE 25 - EDUCATIONAL ASSISTANCE/CAPACITY ENHANCEMENT

### 25.1 Concept

"Capacity" refers to organizational skills, knowledge, and expertise needed to accomplish something. In a sense, human resource development is another name for the growth of a community's capacity. The more confident and competent its residence, the more challenging and diverse are the initiatives a community can handle.

The Employer is committed to providing educational assistance and capacity enhancement for employees subject to available funding. The Union shall be entitled to appoint up to two (2) representatives to each Professional Development Committee, constituted by the Employer which shall be responsible for addressing any requests from bargaining unit employees for educational assistance and capacity.

### 25.2 Committee

A joint educational assistance committee, comprised of two (2) employer representatives and two (2) union representatives, will be established to administer and/or apportion monies for educational opportunities, including salary for paid leave and/or related costs such as tuition, fees and expenses.

The Committee shall develop criteria and policy to be used for the proper use and disbursement of funds for educational assistance purposes in accordance with the terms of reference, in the interests of the employees and the Employer. Written correspondence to and from the applicants will be copied to all members of the Committee.

### 25.3 Employer-Required Courses

- (a) Where the Employer requires the employee to take training or refresher courses or attain or maintain particular levels of occupational licensing or certification, the employee shall be granted leave with pay to attend the course.
- (b) The Employer shall bear the full expenses associated with the course or occupational training. This shall include tuition, entrance or registration fees, laboratory fees and course-required books, etcetera. The Employer shall also reimburse the employee for her/his travelling costs, subsistence and legitimate expenses where applicable.

## ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

### 26.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one gender for any work at rate of pay that is less than the rate of pay at which a person of the other gender is employed for similar or substantially similar work.

### 26.2 Paydays

- (a) All employees shall be paid on a biweekly basis in accordance with the Employer's payroll system.
- (b) The Employer shall provide a statement detailing all payments, allowances and deductions with each paycheque for each pay period.
- (c) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

### 26.3 Rates of Pay

Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. For information purposes the applicable rates of pay are recorded in Appendix A - bargaining unit of this agreement.

### 26.4 Vehicle Allowances

- (a) Vehicle allowances for all distances travelled on employer business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of thirty-two (32) kilometres, only when the employee is required to have her vehicle at work for use in the performance of her duties. There is no requirement by the Employer for any employee to use their personal vehicle for employer business. An employee shall not transport students using their personal vehicle. In the event that an employee wishes to use their personal vehicle for employer business, such use of an employee's personal vehicle shall be approved in advance by the employee's supervisor with at least one (1) week notice to the supervisor.
- (b) Where use of a personal vehicle is approved as set out in (a), the vehicle allowance shall be fifty cents (50¢) per kilometre; effective November 30, 2010.

### 26.5 Meal Allowances

Employees on travel status away from the Employer's facilities shall be entitled to a meal allowance for the time spent away from the Employer's facilities consistent with the First Nations Education Steering Committee (FNESC) rates.

## **26.6 Salary Rate Upon Employment**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

## **26.7 Reimbursement of Reasonable Expenses**

Teachers and other school staff shall be reimbursed for materials purchased for use in the classroom as approved by the Employer.

## **ARTICLE 27 - CLASSIFICATION & RECLASSIFICATION**

Upon written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of his/her position, including the position's classification level for salary purposes.

Each employee will be provided with a copy of the job description for their position.

Where the Employer establishes a new position within the bargaining unit, the Employer and Union will meet to discuss the wage rate for the new position. If the Union does not object to the wage rate within ten (10) days of the meeting, the wage rate is deemed to be agreed to after the ten (10) day period. In the event that the Union wishes to challenge the appropriate rate for the new position, the matter may be resolved through the grievance and arbitration procedure.

## **ARTICLE 28 - LABOUR-MANAGEMENT COMMITTEE**

### **28.1 Responsibilities (Objectives)**

The Labour-Management Committee provides a forum in which union and employer concerns or problems may be addressed and discussed informally outside of negotiations or grievance/arbitration procedures. The Committee shall endeavour to maintain harmony between the Employer and its employees, establish a means of open communication, solve problems and provide feedback on management practices and labour activities.

### **28.2 Membership**

The minimum size of this committee shall be two (2) employer representatives and two (2) union representatives. Employer representatives shall be appointed by the Employer and union representatives appointed by the Union and will generally be any two (2) of the Bargaining Committee responsible for negotiating the current collective agreement.

### **28.3 Procedure**

The Employer and Union shall be responsible for mutually arranging the agenda, time, dates and location for meetings. Meetings will be held at least once every ninety (90) calendar days, or at the call of either party, at a mutually agreeable time and place. The Committee shall appoint a chairperson and such chairperson shall rotate between the Employer and union representatives. Minutes of the meetings shall be kept and these minutes should be approved by both parties.

## **ARTICLE 29 - GENERAL CONDITIONS**

### **29.1 Payroll Deductions**

- (a) An employee shall be entitled to have deductions from her/his salary assigned for the purchase of additional life insurance from the Employer's carrier, Canada Savings Bonds and/or RRSPs provided there is no additional cost to the Employer.



(b) In order to ensure the continuity of benefits, unless exceptional circumstances exist, salaries will be paid in twenty-six (26) pay periods.

### **29.2 Copies of the Agreement**

The Employer and Union desire every employee to be familiar with the provisions of this agreement and his/her rights and obligations under it. For this reason, the Employer shall make copies of the agreement for distribution by stewards.

A final collective agreement including all changes made will be signed by parties within three (3) months after ratification.

(a) The Union will submit to the Employer a draft for proofing within one (1) month of ratification;

(b) The Employer will submit to the Union all its amendments to the draft within one (1) month of receiving the draft from the Union.

Only two (2) originally signed agreements are necessary, one (1) for the Union's File Registry and one (1) for the Employer.

### **29.3 Supplies and Specialized Clothing**

The Employer will make available all necessary equipment, materials, specialized clothing and supplies for employees as required and shall be responsible for such equipment, materials, specialized clothing and supplies.

### **29.4 Transportation of Children or Clients**

With the exception of the position of Home School Coordinator and Special Needs Assistant, no employee shall be required to transport children or clients in her personal vehicle.

Where an employee's position requires that they transport children or clients in their personal vehicle, the Employer will pay the cost of any additional insurance the employee is required to hold pursuant to the Employer's policy.

### **29.5 Staff Confidentiality**

Any confidential personal information about employees of the Employer, which is directly learned by the Employer in the normal course of business, will be treated as strictly confidential and the Employer shall take all reasonable precautions to safeguard it.

## **ARTICLE 30 - LAUWELNEW SCHOOL STAFF**

### **30.1 Recognition of Objectives and Principles**

(a) The WSÁNEĆ Tribal School Board and the WSÁNEĆ Tribal School Board teaching staff need to work jointly and collaboratively to deliver educational services in accordance with the Mission, Guiding Principles, *Philosophy and Traditional Indian Code of Ethics* developed by the WSÁNEĆ people.

(b) The goal is to deliver and maintain academic standards and educational services in accordance with the Mission, Guiding Principles, Philosophy and Traditional Indian Ethics developed by the WSÁNEĆ peoples.

(c) The Employer promotes and encourages the involvement of all WSÁNEĆ School Board staff as part of their professional responsibility as educators to foster effective communication with parents and families via channels such as participation in school and community related events, familiarization with

WSÁNEĆ culture, parent visits and to work to strengthen the involvement of the WSÁNEĆ people in the education of their children during the annual school year as defined in Article 14.1 (Hours of Work).

(d) The Employer welcomes and requires parent involvement in the WSÁNEĆ Tribal School Board; and

(e) The Employer strives to provide reasonable processes for its staff that are consistent with the provision of the highest quality of education for its students.

### **30.2 Instructional Schedule**

The instructional schedule for each Tribal School year shall be determined by the Principal following consultation with the teaching staff.

Class sizes shall be set in accordance with the Employer's Policy on Class Sizes. The Employer shall consult with the joint Union/Management Committee on any changes to this Policy

### **30.3 SENĆOŦEN Instruction**

All LAUWELNEW teaching staff are expected to accompany their class to Language and Cultural Program instruction and all LAUWELNEW teaching staff are expected to remain in the classroom during SENĆOŦEN instruction, be positive and supportive role models in encouraging their classes to learn the SENĆOŦEN language.

### **30.4 Professional Development**

Subject to available funding, all LAUWELNEW School and High School teaching staff will be entitled to five (5) days for professional development activities. Daycare staff will receive, with pay, eight (8) hours of professional training each year. School teaching staff shall participate in all professional development activities unless on an approved leave of absence. All professional development activities, including in-service training, curriculum development shall be scheduled by the Principal in consultation with LAUWELNEW School teaching staff as per Article 25.1 Education Assistance/Capacity Enhancement.

Professional Development days will end at the regular scheduled workday.

### **30.5 Supervision**

All LAUWELNEW School staff are required to participate in student supervision in the morning, at lunch and after school.

The supervision schedule shall be set annually by the Principal in consultation with LAUWELNEW school staff and will provide for the equitable distribution of the duties of student supervision among teachers, para-professionals and other school staff.

### **30.6 Staff Meetings**

All teaching staff are required to attend a monthly staff meeting normally scheduled the first Tuesday of every month during the school year, which will end no later than 4:00 p.m.

### **30.7 Preparation Time**

(a) *Elementary School*

In order to provide teaching staff with weekly preparation time, teaching staff are only expected to be available for instructional and supervisory responsibilities, Monday to Thursday, 8:00 a.m. to 2:45 p.m. and Friday 8:00 a.m. to 1:30 p.m. Teaching staff shall use the remaining time as preparation time.

(b) WSÁNEĆ Leadership Secondary

Instructional time will not exceed six (6) hours per day and twenty-eight point five (28.5) hours per week and teaching staff shall use the remaining time as prep time.

(c) Learning assistance teachers shall not be required to provide preparation time for other teachers.

(d) Friday 1:30 p.m. to 2:45 p.m. will be used only for prep time with one (1) collaborative meeting scheduled the first Friday of every month.

### 30.8 Reporting Requirements

All teaching staff are required to prepare regular reporting to parents on the progress of their children and to meet the reporting and record requirements as stipulated in the LAUWELNEW School Practice.

### 30.9 False Accusations

(a) All complaints against staff, including complaints by students, will be in writing and provided to the staff immediately upon employer notification. The complaint shall be investigated by the Employer. Any actions taken by the Employer shall be subject to the grievance procedure. Staff accused of misconduct and subsequently found to be not guilty shall be assisted to the fullest possible extent by the Employer in assuring the staff's successful return to work.

(b) The parties agree that in certain situations it may be in the best interest of both students and employees that employees be reassigned or removed from the worksite during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the Employer has determined that is a prima facie case for imposing discipline.

(c) The Employer will make every effort to complete its investigation within fourteen (14) days. The Employer will provide the Union with a summary of the investigation report. This summary sheet is on a "*without prejudice*" basis and shall not be referred to by either party in any third party proceedings.

(d) The Employer agrees to, upon request, provide a clear written statement exonerating staff found to be falsely accused.

### 30.10 Severe Student Behaviour

Where a Teacher has been physically or verbally abused by a student, that Teacher shall refer the student to the Principal who will investigate the concern and take appropriate corrective measures. In every case, the Principal shall involve the Teacher, student and parent/guardian in the corrective plan.

### 30.11 Complaints by Students

The Principal shall be responsible for investigating the complaint and taking appropriate action on behalf of the Employer. Complaints made by students shall be in writing and provided to teachers. Any actions taken by the Employer regarding such a complaint are subject to the provisions of the grievance procedure. The Principal shall involve the teacher in each step of the investigation.

## ARTICLE 31 - EXTRA-CURRICULAR AND COMMUNITY ENGAGEMENT ACTIVITIES

### 31.1 Vision of Board

In addition to an employee's regular job duties and responsibilities, employees are expected to contribute to the overall goals and vision of the WSÁNEĆ School Board.

### 31.2 Community Engagement

- (a) The parties recognize that parents, family, leaders, elders and the broader WSÁNEĆ community are integral partners in the education of the community's students, and that the Board, management and staff have a shared responsibility to engage with this broader WSÁNEĆ community throughout the School Year.
- (b) Community engagement is an ongoing responsibility, but includes participation in specific community engagement events such as Make-and-Take, Christmas Concert, Family Night, Open House, Talent Show, Parent Fair and School Opening Celebration.
- (c) All staff are expected to attend at least two (2) community engagement events per school year to be held in the evening, which events will be chosen by the administration in consultation with staff.

### 31.3 Extra-Curricular Activities

- (a) All teaching staff are expected to participate in at least two (2) extra-curricular activities per school year, to be selected from a list of activities prepared by the Employer prior to the start of the School Year, in consultation with teachers, or such other activities as may be approved by the Administrator.
- (b) Extra-curricular activities include, but are not limited to, sponsorship or coaching of clubs, sports or arts outside of regular instructional hours.
- (c) While involved in extra-curricular activities, staff shall be considered to be acting in the employ of the Employer for the purposes of liability coverage under the Employer's insurance.

## ARTICLE 32 - TERM OF AGREEMENT

### 32.1 Duration

This agreement shall be binding and remain in effect to midnight August 31, 2020.

### 32.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after March 31, 2020, but in any event not later than midnight, August 31, 2020.
- (b) Where no notice is given by either party prior to August 31, 2020, both parties shall be deemed to have given notice under this section on August 31, 2020 and thereupon Clause 31.3 of this agreement applies.

All notices on behalf of the Union shall be given by the staff representative of the Union and similar notice on behalf of the Employer shall be given by the Human Resources Manager.

### 32.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 31.2 of this agreement, the parties shall, within thirty (30) calendar days after the notice was given, commence collective bargaining. This time frame may be extended by mutual agreement but the same must be in writing.

### 32.4 Changes in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

Agreement to continue in force. Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

DRAFT

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Curtis Olsen  
Administrator

\_\_\_\_\_  
Cora McGuire  
Bargaining Committee

\_\_\_\_\_  
Don Tom  
Chair

\_\_\_\_\_  
Traci Sam  
Bargaining Committee

\_\_\_\_\_  
Mavis Underwood  
Vice-Chair

\_\_\_\_\_  
L. Joyce Saul  
Bargaining Committee

\_\_\_\_\_  
Kris Nicolson  
Financial Controller

\_\_\_\_\_  
Sandra Pelkey  
Bargaining Committee

\_\_\_\_\_  
Rachelle Clifford  
HR Manager

\_\_\_\_\_  
Cheryl Jones  
Staff Representative

\_\_\_\_\_  
Maryann Gladstone  
Principal

\_\_\_\_\_  
Robin Gage  
Legal Counsel

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX A**  
**Rates of Pay**  
**Schedule A**  
**Salary Grid Non-Teaching Staff**

		Sept 1/16 0%	Sept 1/17 1%	Sept 1/18 2%	Sept 1/19 2%
Administrative Assistant, Secretary	Base	16.35	16.51	16.84	17.18
	1	17.00	17.17	17.52	17.87
	2	17.72	17.89	18.25	18.62
	3	18.42	18.61	18.98	19.36
	4	19.14	19.33	19.71	20.11
	5	19.81	20.01	20.41	20.81
Building Maintenance Worker Level 2, Custodian, Groundskeeper, Cook	Base	15.12	15.27	15.57	15.88
	1	15.72	15.88	16.19	16.52
	2	16.35	16.51	16.84	17.18
	3	16.98	17.15	17.50	17.85
	4	17.67	17.84	18.20	18.56
	5	18.31	18.49	18.86	19.24
Building Maintenance Worker Level 3	Base	15.88	16.04	16.36	16.69
	1	16.51	16.68	17.01	17.35
	2	17.18	17.35	17.70	18.05
	3	17.86	18.04	18.40	18.77
	4	18.57	18.76	19.14	19.52
	5	19.23	19.42	19.81	20.20
Bus Driver	Base	20.12	(9%) 21.94	(1%) 22.16	(1%) 22.38
Computer Tech, Library Tech, Home School, Teaching Assistant	Base	17.35	17.52	17.87	18.23
	1	18.04	18.22	18.59	18.96
	2	18.75	18.94	19.31	19.70
	3	19.50	19.70	20.09	20.49
	4	20.32	20.52	20.93	21.35
	5	20.99	21.20	21.63	22.06
Home School Coordinator Level 3	Base	18.22	18.40	18.77	19.15
	1	18.95	19.14	19.52	19.91
	2	19.71	19.90	20.30	20.71
	3	20.49	20.70	21.11	21.53
	4	21.32	21.53	21.96	22.40
	5	22.06	22.28	22.73	23.18
Special Needs Assistant Level 3	Base	18.40	18.58	18.96	19.34
	1	19.14	19.33	19.71	20.11
	2	19.90	20.10	20.50	20.91
	3	20.70	20.90	21.32	21.75
	4	21.52	21.74	22.17	22.62
	5	22.28	22.50	22.95	23.41
Early Childhood Educator	Base	17.22	17.39	17.74	18.09
	1	17.91	18.09	18.45	18.82
	2	18.63	18.81	19.19	19.57
	3	19.37	19.56	19.95	20.35
	4	20.13	20.36	20.74	21.16
	5	20.85	21.06	21.48	21.91

		Sept 1/16 0%	Sept 1/17 1%	Sept 1/18 2%	Sept 1/19 2%
After School Worker	Base	14.38	14.53	14.82	15.11
	1	14.96	15.11	15.42	15.72
	2	15.57	15.72	16.04	16.36
	3	16.19	16.35	16.68	17.01
	4	16.82	16.99	17.33	17.67
	5	17.42	17.60	17.95	18.31
ECE Assistant	Base	15.12	15.27	15.57	15.88
	1	15.72	15.88	16.19	16.52
	2	16.35	16.51	16.84	17.18
	3	17.00	17.17	17.52	17.87
	4	17.68	17.85	18.21	18.57
	5	18.30	18.48	18.85	19.23
Program Coordinator Level 3	Base	19.66	19.85	20.25	20.65
	1	20.45	20.66	21.07	21.49
	2	21.27	21.48	21.91	22.35
	3	22.11	22.33	22.78	23.24
	4	23.00	23.23	23.70	24.17
	5	24.99	25.24	25.74	26.26
Program Coordinator Level 4	Base	20.66	20.86	21.28	21.70
	1	21.48	21.70	22.13	22.57
	2	22.32	22.54	22.99	23.45
	3	23.23	23.46	23.93	24.41
	4	24.15	24.40	24.88	25.38
	5	24.99	25.24	25.74	26.26
Out of School Care (no certificate responsible adult)	Base	18.74	18.92	19.30	19.69
	1	19.48	19.68	20.07	20.47
	2	20.25	20.45	20.86	21.28
	3	21.07	21.28	21.71	22.14
	4	21.91	22.13	22.57	23.02
	5	22.67	22.90	23.36	23.83
Post-Secondary Advisor Para Professional	Base	20.08	20.28	20.69	21.10
	1	20.88	21.09	21.51	21.94
	2	21.39	21.60	22.04	22.48
	3	22.02	22.24	22.69	23.14
	4	22.65	22.88	23.34	23.81
	5	23.28	23.51	23.98	24.46
	6	23.91	24.15	24.63	25.12
	7	24.54	24.79	25.28	25.79
	8	25.16	25.42	25.92	26.44
	9	25.80	26.05	26.57	27.11
10	26.31	26.57	27.10	27.64	



## Salary Grid Teaching Staff

Years of Experience	Teacher 4 Sept 1/16	Teacher 4 Sept 1/17 - 1.25%	Teacher 4 Sept 1/18 - 1.5%	Teacher 4 Sept 1/19 - 1.0%
0	45,223.76	45,789.06	46,475.89	46,940.65
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	n/a	n/a	n/a	n/a
5	n/a	n/a	n/a	n/a
6	n/a	n/a	n/a	n/a
7	n/a	n/a	n/a	n/a
8	n/a	n/a	n/a	n/a
9	n/a	n/a	n/a	n/a
10	68,231.56	69,084.45	70,120.72	70,821.93

Years of Experience	Teacher 5 Sept 1/16	Teacher 5 Sept 1/17 - 1.25%	Teacher 5 Sept 1/18 - 1.5%	Teacher 5 Sept 1/19 - 1.0%
0	49,433.44	50,051.36	50,802.13	51,310.15
1	52,020.05	52,670.30	53,460.36	53,994.96
2	54,605.65	55,288.22	56,117.54	56,678.72
3	57,193.27	57,908.19	58,776.81	59,364.58
4	59,778.87	60,526.11	61,434.00	62,048.34
5	62,365.48	63,145.05	64,092.22	64,733.15
6	64,951.08	65,762.97	66,749.41	67,416.91
7	67,538.70	68,382.93	69,408.68	70,102.76
8	70,124.30	71,000.85	72,065.87	75,471.33
9	72,710.91	73,619.80	74,724.09	75,471.33
10	77,555.88	78,525.33	79,703.21	80,500.24

Years of Experience	Teacher 5.5 Sept 1/16	Teacher 5.5 Sept 1/17 - 1.25%	Teacher 5.5 Sept 1/18 - 1.5%	Teacher 5.5 Sept 1/19 - 1.0%
0	52,649.28	53,507.40	54,107.01	54,648.08
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	n/a	n/a	n/a	n/a
5	n/a	n/a	n/a	n/a
6	n/a	n/a	n/a	n/a
7	n/a	n/a	n/a	n/a
8	n/a	n/a	n/a	n/a
9	n/a	n/a	n/a	n/a
10	83,063.41	84,101.70	85,363.23	86,216.86

Years of Experience	Teacher 6 Sept 1/16	Teacher 6 Sept 1/17 - 1.25%	Teacher 6 Sept 1/18 - 1.5%	Teacher 6 Sept 1/19 - 1.0%
0	53,799.47	54,451.71	55,268.49	55,281.17
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	n/a	n/a	n/a	n/a
5	n/a	n/a	n/a	n/a
6	n/a	n/a	n/a	n/a
7	n/a	n/a	n/a	n/a
8	n/a	n/a	n/a	n/a
9	n/a	n/a	n/a	n/a
10	84,999.58	86,062.07	87,353.01	88,226.54

Note: \* n/a indicates there are no current employees at this grid

September 1, 2017 – 1.25%

September 1, 2018 – 1.50%

September 1, 2019 – 1%

As of September 1 each year teachers move to next Step for years of experience.

#### **Teacher on call (TOC) Rate of pay**

\*Effective September 1, 2015, TOC rate of pay will be \$213.90.

#### **APPENDIX B Pension Plan**

The existing pension plan shall continue and be attached as Appendix B. Aboriginal employees have the option to enrol in Canada Pension Plan (CPP). The Employer agrees to pay the required employer share in each case.

#### **APPENDIX C Group Insurance Plans Class 2 and Class 4**

As per Cooperatives Benefit Booklet Class: A – Status Employees

As per Cooperatives Benefit Booklet Class: D – Non-Status Employees

**APPENDIX D  
List of Arbitrators**

Mike Fleming  
Corinne Bell  
James Dorsey

**MEMORANDUM OF UNDERSTANDING #1  
Approved Job Descriptions**

1. Secretary – Finance & Administration
2. Secretary – Lauwelnew School
3. Teacher – Lauwelnew School
4. Special Needs Assistant
5. Computer Technician
6. Library Technician
7. Home School Assistant
8. Teaching Assistant – Lauwelnew School
9. Bus Driver
10. Administration Assistant
11. Teacher – Adult Education
12. Post-Secondary Advisor
13. Rec & Health Coordinator
14. Teaching Assistant – Adult Education
15. Cook
16. Building Maintenance Worker
17. Custodian
18. Groundskeeper
19. ECE
20. ECE Assistant
21. Special Needs Assistant
22. After School Workers
23. Program Coordinator
24. Responsible Adult SENCOFEN
25. Out of School (no certificate responsible adult)
26. School Counsellor

**MEMORANDUM OF UNDERSTANDING #2  
Class Size Composition**

The Employer agrees to consult with employees appointed by the Union on the changes to class size and composition. WSÁNEĆ agrees to meet with the employee representative(s) appointed by the Union on an annual basis to review any changes to the WSÁNEĆ 's existing class size and composition policy at a date and time mutually agreed to by the parties.

**MEMORANDUM OF UNDERSTANDING #3**  
**Job Descriptions**

The Union accepts the job description for each of the bargaining unit positions as already provided by the Employer to the Union. The Union acknowledges and agrees that any classification of these bargaining unit positions by the Employer shall be subject to the provisions of Article 27 of this collective agreement.

**MEMORANDUM OF UNDERSTANDING #4**  
**Annual Spring Break as Per School District 63**

The first week of spring break will be as per past practice. If School District 63 has an additional second week of closure, the WSÁNEĆ School Board agrees implementing the following:

**Hourly Employees**

The second week of spring break will be with no loss of pay. Employees who are required to attend work during the second week of spring break due to an emergency will receive a paid day off at a later date. If operational requirements do not allow for a paid day off the time accrued for working spring break can be paid at the end of each school year.

**MEMORANDUM OF UNDERSTANDING #5**  
**Labour Management Committee Schedule and Educational Assistance Capacity Enhancement Committee Schedule**

As per Article 28.3, Labour Management Committee and Article 25.2, Educational Assistance Capacity Enhancement Committee, the parties agree to develop a calendar by June 30<sup>th</sup> each year to set dates for each committee for the school calendar year which will expire June 29 of the following school year.