

DRAFT

COLLECTIVE AGREEMENT

between the

COAST TSIMSHIAN ACADEMY OF LAX KW'ALAAMS

and the

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

Effective from July 1, 2020 to June 30, 2023

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DEFINITIONS

For the purpose of this agreement:

- (1) "*Bargaining unit*" is the unit for collective bargaining and includes all employees of the Employer except those employees excluded by the *Code*.
- (2) "*Bargaining Unit Work*" is all work performed by Academy staff other than work historically performed by the Principal.
- (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 their position. This does not include employees on a leave of absence.
- (4) "*Domestic Violence*" means:
 - (a) an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or
 - (b) a threat or attempt to do an act described in (a) above.

"*Intimate partner*" includes a spouse, boyfriend or girlfriend, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationship enumerated in this definition.

"*sexual violence*" means a conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationship.

- (5) "*Employee*" means a member of the bargaining unit.

"*Employee*" does not include those people who fill excluded positions as listed in Appendix 3 of the collective agreement

"*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.

- (6) "*Employer*" means the Coast Tsimshian Academy of Lax Kw'alaams.
- (7) "*Layoff*" means a cessation of employment, a reduction of more than four regularly-scheduled hours per week, or elimination of a full-time or part-time job.
- (8) "*Spouse*" means a person who has been cohabiting with an individual in a conjugal relationship for at least one year.
- (9) "*Union*" means the B.C. Government and Service Employees' Union.
- (10) "*Year*" shall mean the 12 month period from July 1 to June 30.

ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.1 Purpose of Agreement

- (a) To encourage cooperation in providing efficient, quality education services to the students that allows Coast Tsimshian Academy to meet its mission: "*Coast Tsimshian Academy is committed to excellence in education and provides a safe nurturing environment where students are encouraged to reach their full potential.*"
- (b) To establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (c) To promote harmonious relations between the Employer and its officials and the Union and its members.

1.2 Future Legislation

- (a) 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.

1.3 Use of Terms

- (a) *Singular and Plural*: Wherever the singular is used, the same shall be construed as meaning the plural if the facts so require.

1.4 Human Rights Act

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

1.5 Sexual Harassment/Personal Harassment

- (a) *Preamble*

The Employer and the Union recognize the right of employees to work and students to learn in an atmosphere free from sexual and personal harassment ("*Harassment*"), and the Employer will take such actions as are necessary respecting an employee engaging in harassment in the workplace. All such complaints will be resolved in a confidential manner.

- (b) *Definition of Sexual Harassment*

(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 favors;
- (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.

(c) *Definition of Personal and Psychological Harassment*

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

(1) 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

(2) 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, gender identity; or expression, or

(3) Is seriously inappropriate and serves no legitimate work-related purpose. Good faith actions on 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.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided that acts are committed within the course of the employment relationship.

(d) *Procedures*

(1) Before proceeding to the formal complaint mechanism, an employee who believes they have a complaint of harassment may approach supervisory personnel, or a union steward to discuss potential means of resolving the 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 Employer will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. If the resolution is not acceptable the employee may refer the matter through the Union in writing to the Employer within 30 days of receiving the Employer's response or when the response was due.

(3) The Employer will acknowledge in writing receipt of the Union's notice and if required, will have the matter further investigated and will take such steps as may be required to resolve the matter within 30 days, or such later date as may be mutually agreed by the Employer and the Union.

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

(e) *Arbitrator*

(1) Where either party to the proceeding is not satisfied with management's response under 1.5 (d) above, the complaint will, within 30 days of that response, be put before an arbitrator. Where no response under 1.5(d) above is provided within 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 Part I Industrial Relations Division IV of the Canadian *Labour Code* and shall have the right to:

- (i) Dismiss the complaint;
- (ii) Determine the appropriate level of discipline to be applied;
- (iii) Make a further determination as is necessary to provide a final and conclusive settlement of the complaint and;
- (iv) Make a further determination as necessary to provide a final and conclusive settlement of the complaint.

1.6 Discrimination and Harassment Under the Human Rights Act

The Employer, in cooperation with the Union, will promote a work and learning environment that is free from harassment and discrimination where all employees and students are treated with respect and dignity. Discrimination and harassment relates to sexual harassment and any of the prohibited grounds contained in the Canadian *Human Rights Act*. Any complaint of discrimination or harassment by an employee may be handled by filing a grievance or a complaint pursuant to the Canadian *Human Rights Act*.

1.7 Anti-Bullying

(a) 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.

(b) Bullying is verbal or physical conduct, either repeated or persistent, or a single serious incident that:

- (1) Intimidates, shows hostility, threatens and offends others;
- (2) Interferes with a worker's performance;
- (3) Otherwise adversely affects others.
- (4) The employer or supervisor exercising authority in a manner which serves no legitimate work purpose which a reasonable person would consider inappropriate but excludes any reasonable action taken by the Employer relating to the management and direction of employees.

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

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

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The "*bargaining unit*" shall comprise all employees of the Employer, except those excluded by the *Code*.

The Employer will advise the Union of any new positions established by the Employer that they intend to exclude from the bargaining unit. Any disputes with respect to the exclusion of new positions from the bargaining unit shall be resolved in accordance with the *Canada Labour Code*.

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 in the bargaining unit.

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).

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 the 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 Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. One steward will be designated as chief steward. A steward will normally conduct their duties outside of instructional hours. In emergency situations the Principal will grant a steward permission to leave their worksite, or release them from instructional hours. Granting of release will not be unreasonably withheld. Leave for this purpose shall be without loss of pay. Duties of the steward shall include:

- (a) investigation of complaints;
- (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 when required by management;
- (d) attending disciplinary meetings as per Article 10;
- (e) 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;
- (f) Carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (g) Other responsibilities as needed.

2.7 Chief Steward

One of the stewards will be appointed as the chief steward. The Union will notify the Employer which of the stewards will carry this title.

The chief steward will be provided with two days of employer paid release time to carry out Academy related union business each school year.

2.8 Bulletin Boards

The Employer shall provide a bulletin board for the exclusive use of the Union. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. The bulletin board will be located in the First Aid room.

2.9 Time Off for Union Business

(a) *Without Pay:*

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

- (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;

(b) *Without Loss of Pay:*

Leave of absence without loss of 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 7.
- (3) to employees who are representatives of the Union on a bargaining committee to attend negotiation sessions, including caucus meetings.

(c) *Local Union Meetings:*

The Employer agrees to allow employees to meet four times a year in the school outside normal instructional hours for the purpose of attending union meetings. The Union agrees to notify the Employer of the dates of such meetings at least two weeks prior to the meeting. Any employee who leaves work to attend the meeting shall have the option of making up the lost time.

The maximum number of days any employee may take under this clause is 20 working days in a school year exclusive of leave days under 2.9 (a)(3), 2.9 (b)(1) and 2.9 (b)(2).

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.

2.10 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross any picket line arising out of a dispute, under that disputes appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross any 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.

ARTICLE 3 - UNION SECURITY

3.1 Union Membership

All employees that were members prior to the date of certification, or hired on or after July 19, 2010 shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of 30 calendar days as an employee.

3.2 Bargaining Unit Work

Excluded employees shall not perform bargaining unit work or duties normally performed by bargaining unit members, except in the case of an emergency.

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 each pay period. 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 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, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.
- (f) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the *Record of Employment (ROE) Code* used in Block 16 of the ROE form for each of those employees.
- (g) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv".

Colum Order	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	9 digits, no dashes or spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/Position Title		
7	Service Start Date	yyyymmdd	
8	Appointment Code		Regular, Auxiliary, etc.
9	Work Location Name		
10	Work Location Address		
11	Member Address		
12	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Home Email		

(h) The Employer will submit union dues remittance by EFT. The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.

(i) Each ETF email will also include:

- (1) Employer name;
- (2) Pay period type (monthly, semi-monthly, biweekly, etc.);
- (3) Pay period number;
- (4) Pay period end date;
- (5) Pay period pay date.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT EMPLOYEES

(a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. 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 them to the steward.

(b) The Employer will notify the steward of the new employees and of their primary work location within 10 days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and directing of the employees in the bargaining unit is vested exclusively in 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 three members of the bargaining unit, but shall include members of the staff of the Union when negotiating and meeting 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 assisting in the settlement of a grievance.

Members of the union staff shall notify the Principal in advance of their intention and their purpose for entry and shall not interfere with the operation of the school.

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. This information will include current classifications, current seniority list, mailing addresses, employee status and current wage rate, a copy of the current benefit booklet, a copy of the Employer's current policy and procedure manual, and any document the Employer intends to rely on during bargaining.

7.5 Labour-Management Committee

(a) *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.

(b) *Membership*

The Committee shall consist of one employer representative and one union representative and the union staff representative. The union representative will be appointed by the Union.

(c) *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 90 calendar days, or at the call of either party, at a mutually agreeable time and place.

Such meetings shall take place during normal work hours but outside of instructional hours and without loss of pay. Each party may maintain their own notes of the meeting and shall be shared with the other party.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) 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, 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. The aggrieved employee shall have the right to have their steward present at such a discussion.
- (b) An employee who wishes to present a grievance must do so no later than 30 days after the date:
- (1) On which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance; or
 - (2) On which the employee reasonably became aware of the action or circumstances giving rise to the grievance.
- (c) 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 20 days of the Step 1 meeting.

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 20 days of receipt of the grievance by the Employer. Following this meeting the Employer will respond in writing within 20 days, or within 20 days of this meeting being waived.

8.4 Arbitration

In the event that the Employer and union are unable to resolve the grievance at Step 2, the grievance shall be submitted to arbitration within 30 days after the date of the Step 2 grievance response is received or due, whichever is first. The party submitting the matter to arbitration shall advise the other party in writing.

8.5 Extensions and Time Limits

Should either party exceed the time limits set out in this article, or fail to request an extension of the time limits, in writing, within the time limits, the party exceeding the time limits must concede the grievance. A request for an extension of timelines will not be unreasonably denied.

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 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.

ARTICLE 9 - ARBITRATION

9.1 Arbitration

In the event that a grievance is submitted to arbitration, the parties will mutually agree on the Arbitrator within 30 calendar days. If the parties fail to mutually agree, the Arbitrator will be appointed under the *Canada Labour Code* guidelines.

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 an 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 of 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 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.

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

(b) The parties will appoint an arbitrator based on the process in Article 9.1.

(c) The Arbitrator shall hear the grievance and shall render a decision within two 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 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) The parties may mutually agree to 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 Grievances

All dismissal, discipline/suspensions and official evaluation reports will be subject to formal grievance under Article 8 of this agreement. A copy of any written notice of dismissal, discipline or suspension shall be forwarded to the staff representative of the Union within five working days. Should a delay occur in the copy being forwarded to the Union the grievance procedure timelines will be extended in proportion to the delay.

Employees will be provided with a copy of any document placed on their personnel file which may be the basis of disciplinary action.

Upon the employee's request, any disciplinary document, other than evaluation reports shall be removed from the employee's file after the expiration of 36 months from the date it was issued provided there has not been a further related infraction. Any unpaid employee leave of absence over 30 days shall extend the period by an equivalent amount.

10.5 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.

10.6 Right to Have Steward Present

- (a) An employee has the right to have a steward present at any disciplinary discussion with the Employer, which the employee has been advised might be the basis 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.

10.7 Rejection During Probation

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 with the Employer. The affected employee has the right to pursue a grievance under the grievance procedure.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

"Seniority" shall mean the length of continuous service of full-time and part-time employees with the Employer in the bargaining unit. An employee on a leave of absence approved by the Employer, sick leave, or WCB leave shall continue to accrue seniority.

11.2 Seniority List

The Employer shall maintain a seniority list showing the date each full-time and part-time employee commenced employment, their classification, and their increment level. The Employer shall provide a copy of the seniority list on September 30th of each year to the Union. Where, within 30 days of posting, the Union does not dispute its accuracy, the seniority list shall be deemed accurate.

11.3 Loss of Seniority

An employee shall lose their seniority as an employee in the event that:

- (a) they are discharged for just cause;
- (b) they voluntarily terminate employment;
- (c) they are on layoff for more than one year;
- (d) after a layoff they do not return to work within seven calendar days of being recalled to a continuous position, unless through sickness.
- (e) They are absent from scheduled work for 10 consecutive work days without notice to the Employer, unless there are reasonable circumstances to explain the absence and the inability to notify the Employer of the absence.

11.4 Probationary Period

Hourly employees appointed to full-time or part-time continuous positions shall be on probation for 120 days from commencement of employment in the continuous position. Salaried employees appointed to full-time or part-time continuous positions shall be on probation for 10 months from commencement of employment in the continuous position. The probationary period may be extended in writing by mutual agreement between the Employer and the President of the Union or designate.

ARTICLE 12 - POSTING

12.1 Definition

Vacant position means an existing or newly-created position within the bargaining unit which the Employer intends to fill and to which no employee has been assigned by a school-based decision of the Principal.

12.2 Posting

All vacant positions within the bargaining unit to be filled, shall be posted for a period of not less than seven calendar days prior to the closing date for the filling of the position. The posting shall include the qualifications, commencement date, and other information relevant to a specific position.

Temporary vacancies in excess of 30 calendar days will be posted.

12.3 Posting and Filling of Vacancies

In filling vacant positions, appointments shall be made to the employee with the required qualifications, level of competence and efficiency as required by the position. Where the selection is between two employees and such requirements are relatively equal, seniority will be the determining factor.

12.4 Qualifying Period on Promotions and Transfers

If an employee who has passed probation, posts into a vacant position, then the employee shall be considered a qualifying employee in their new position and will not be required to serve a further probationary period. A qualifying employee shall be subject to a 60 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.

12.6 Posting Provision

Employees shall only be allowed to apply on postings that are in a different job category.

Prior to the commencement of each new school year teachers may request an assignment to a particular grade.

Part-time and full-time teachers will not be moved from their current assignment during a school year unless there is a bone fide operational reason. If a move is to be made the teacher will be met with and the reasons explained. The teacher may provide a response to any issue raised.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Notice of Layoff

The Employer agrees to supply the Union with as much advanced notice as possible or a minimum of 30 calendar days notice of employees to be designated for layoff. Notice of layoff shall be in writing.

13.2 Layoff Process

(a) 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 30 days written notice of layoff to the employee or employees affected and a copy of such notice will be sent to the Union.

(b) Any employee who is subject to layoff shall have the right to bump into a position in accordance with their seniority provided that they possess the necessary ability, experience and qualifications to perform the duties of the new position.

(c) The employee shall exercise their bumping rights by informing the Employer in writing of their choice(s) within seven calendar days of receiving the notice of layoff. Where an employee declines to exercise their right to bump, the right shall be forfeited for that layoff.

(d) Where an employee exercises the right to bump and subsequently is unable to satisfactorily perform the duties of the position, the employee shall have the right to bump only the most junior employee whose position they have the necessary ability, experience, and qualifications to perform the duties of that position.

(e) An employee subject to layoff shall not be entitled to bump up.

13.3 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 year.

(b) A full-time or part-time employee who opts to remain on the recall list shall be recalled in order of seniority provided they possess the necessary ability, experience, and qualifications to perform the job.

(c) The Employer will attempt to reach the full-time or part-time employee for position(s) for one calendar week.

(d) It is the responsibility of the laid off full-time or part-time employee to ensure that the Employer is kept notified of their current mailing address, telephone numbers and email address if applicable.

(e) If the recalled employee with the most seniority is unavailable or refuses work, the employees with the next highest seniority who possesses the necessary ability, experience, and qualifications to perform the job, shall be recalled.

ARTICLE 14 - HOURS OF WORK

14.1 Working Schedule

The Employer, in consultation with the Union, will set forth the normal working schedule of each job category which is attached to this agreement as "Appendix 2".

14.2 Staff Days

Staff days are considered to be Teacher workdays and are to be utilized for classroom preparation and projects generated through the administration, teachers, or staff. The teachers will be expected at the school from 8:00 a.m. until 12:00 p.m. on the staff days and this will count as a full workday.

14.3 Flexible Hours of Work

Where necessary due to operational reasons to temporarily change an employee's scheduled start and finish times the Employer will provide 48 hours notice of any change.

14.4 Salaried Employees Work Year

The yearly number of workdays exclusive of Paid Holidays and Vacation are as follows:

- (a) Teachers: 200 workdays.
- (b) School Counsellor: 220 workdays.

14.5 Rest Periods

All employees will be entitled to two 15 minute rest periods daily. One rest period will be between 10:00 - 11:00 a.m. and the other between 2:00 - 3:00 p.m. the scheduling of the rest period will be at the discretion of the Principal or their designate.

14.6 Meal Periods

All employees who work five or more consecutive hours shall be entitled to a meal period of at least 30 minutes. There is no intent by the Employer to change the current scheduling practice with respect to meal periods.

ARTICLE 15 - OVERTIME

15.1 Definitions

- (a) "*Overtime*" means work performed by a full-time employee in excess or outside of their regularly scheduled hours of work. Part-time employees may work up to eight hours per day and/or 40 hours per week before over-time is paid.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.

15.2 Advanced Approval

All overtime shall be approved in advance by the Employer and shall be documented on an employee's pay sheet.

15.3 Overtime Entitlement

- (a) Hourly paid employees will be entitled to compensation for authorized overtime in excess of eight hours per day and/or 40 hours per week.
- (b) Salaried employees will be entitled to compensation for authorized overtime at the rate of 1/200th their annual salary for each day in excess of their annual workdays as set out in this collective agreement.
- (c) Overtime for hourly staff shall be compensated for all approved overtime.

15.4 Overtime Compensation

- (a) All employees shall be compensated for approved 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. All CTO shall be paid out June 30th of each year.

15.5 No Layoff to Compensate for Overtime

An employee shall not be required to lay off 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 their 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 their 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 Days of Rest

Time worked on an employee's day of rest (normally Saturday and Sunday) shall be paid at overtime rates. Notwithstanding any other provisions in this agreement, employees scheduled to work on Saturday and/or Sunday shall have rest days two other consecutive days of the week. Overtime rates would not apply to Saturday and Sunday but would apply to their two days of rest.

15.9 Paid Holidays

- (a) Hourly employees who are called out and required to work during non-working hours will receive compensation at overtime rates for a minimum of two hours.
- (b) Where the callout is immediately prior to the employees regular shift the employee will be paid overtime rates for the actual time worked in excess of their regular shift.
- (c) In the case of multiple callouts were the callout periods overlap the employee will not be permitted to stack the callout pay. The pay will be a minimum of two hours and a maximum of actual time worked.

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
Victoria Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Aboriginal Day	Boxing Day
Canada Day	

Any other holiday proclaimed as a paid holiday by the federal government, by the Employer, or by the provincial government shall also be deemed a paid holiday.

The Employer may for one or more employees at a workplace, substitute another day off for a statutory holiday if the employee or a majority of employees, as the case may be, agree to the substitution.

Salaried employees are entitled to paid holidays, but they are considered to be calculated into their basic salary.

Hourly employees shall qualify for paid holiday pay if they work 15 of the previous 30 days. If an hourly employee is unable to meet the 15 days of work requirement due solely to not being scheduled to work during Christmas and/or Spring break then they will be compensated for the 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 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) Hourly staff shall accrue vacation based on hours worked on an annual basis and shall be entitled to paid vacation at their regular wage as follows:

Years Worked	Percentage Rate
1 year continuous employment to 5 years	6%
5 years continuous employment and up	7.2%

(b) *Continuous Employment*

Employees who work 10 months of the year shall be deemed to have continuous employment for the purposes of vacation entitlement.

(c) *Payment of Vacation*

Employees shall be paid their vacation accrual for Christmas and Spring breaks on regular payroll days unless otherwise agreed. For employees' only working 10 months of the year, the employee shall be paid out for any remaining vacation accrual owing at the end of the school year unless otherwise agreed. 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 Year

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

17.3 Vacation Scheduling

The months of July and August will be the recognized vacation period and wherever possible vacations will be granted to employees during these months. However, by mutual agreement, vacations may be arranged in any other months of the calendar year. In the event of a conflict between employee's preferences, the choice shall be determined by seniority.

17.4 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, the employee's estate.

ARTICLE 18 - SICK LEAVE AND PERSONAL LEAVE

18.1 Sick Leave

Regular employees shall accrue sick leave at a rate of one and one-half days per month for each month worked provided they work at least 50% of their hours in the month.

Part-time employees will accumulate sick leave in proportion to the percentage of a full time employees time that they work.

Sick leave will be taken based on the employees regular hours of work.

Each employees sick leave entitlement will be credited at the beginning of the school year and earned over the course of the year.

Sick leave can be used when an employee is unable to carry out their duties due to illness, quarantine, disability, Doctors appointments, or an accident for which compensation is not payable under Workers' Compensation.

18.2 Unused Payout or Carryover

Employees are entitled to carry over unused sick days and personal leave days to the following school year to a maximum of 10 days. Employees may choose to be paid out for any unused sick days or personal leave days at the end of each school year.

18.3 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 their duties due to illness or non-compensable accident. The Employer may exercise this requirement after the first three days of each incident of sickness or accident. The Employer may require proof of illness on the first day of absence if there is a consistent pattern of absence.

It is agreed by the parties that a note from the resident Nurse at the clinic in Lax Kw'alaams will be sufficient.

18.4 Personal Leave

Regular employees shall be entitled to two personal leave days per school year. Personal leave days will be credited at the beginning of the school year. Personal leave days may be used for any reason at the request of the employee by arrangement with the Principal. Such arrangement will be subject to suitable replacements being available.

Personal leave will not be granted for reasons of earning money.

Personal leave requests that about the Christmas, Spring, or Summer breaks will be granted at the discretion of the Principal based on operational requirements.

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 sick leave or personal leave days:

- (a) employee sick leave and personal leave days shall be taken in one-half or one day periods only, unless otherwise approved by the Principal;
- (b) employees shall elect to carry over, or have paid out, any unused leave entitlements by June 15 of each school year. If they do not make a selection the unused sick leave and personal leave will be paid out on June 30.

ARTICLE 19 - BEREAVEMENT AND OTHER LEAVE

19.1 Bereavement Leave

- (a) In the event of the death of an immediate family member, an employee shall be entitled to four working days off without loss of pay. An employee may request additional bereavement leave. Any

leave beyond four working days requires the written approval of the employee's supervisor. Employees may use sick leave for additional leave beyond four days granted.

(b) "*Immediate family*" means a spouse, grandparent (step or spouse's), parent (step or spouse's), brother (step or spouse's), sister (step or spouse's), son (step or spouse's), daughter (step or spouse's), mother/father-in-law, sister/brother-in-law, aunt or uncle (siblings of parents), first cousins and any person permanently residing in the employee's household.

(c) Where established ethno cultural, religious or spiritual practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

19.2 Full-Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:

- (a) For an employee elected in a municipal, provincial, federal or first nations election;
- (b) For an employee elected to a public office for a maximum period of five years;
- (c) For an employee selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.
- (d) For an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union.
- (e) For employees to seek election in a municipal, provincial, federal, First Nations or other Aboriginal election for a maximum period of 90 days.

Leave under this clause does not count against the 20 allowable days in Article 2.9.

19.3 Leave for Court Appearance

With the exception of an employee's own proceeding, an employee who is subpoenaed for jury duty or called as court witness and required to attend court, shall be granted leave and continue to receive full pay while so engaged providing they turn over any monies they receive as a result of such activity on the days they would normally be working.

19.4 General Leave

Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee. An employee must give a minimum of 30 days notice in writing to the Employer.

19.5 Donor Leave

An employee shall be granted up to two days without pay for the purpose of donating bone marrow or an organ. The employee may use sick time to receive pay for this provision.

19.6 Care and Nurturing - Bridging of Service

If a regular employee terminates as a result of a decision to care for a dependant parent, spouse or child and is re-employed, upon application they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) The employee must have been a regular employee with at least two years of service seniority at time of termination;

- (b) The resignation must indicate the reason for termination and include a doctor's certificate stating that the dependant of issue requires such personal care;
- (c) The break in service shall be for no longer than two years, and during that time the employee must not have been engaged in remunerative employment for more than six months excepting employment with this Employer as a casual; and
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on a re-employment for non-instructional staff.

Former employees who meet the conditions outlined above will have in-service status when applying for re-employment and shall, for the purposes of the selection process, be credited with recognition for the years of seniority accumulated to the effective date of termination.

19.7 Medical/Dental Appointment Leave

Regular employees shall be entitled to three days medical/dental leave with pay per school year for medical specialists and/or medical testing where these services are not available in Lax Kw'alaams. Where it is not possible for a regular employee to schedule their medical and/or dental specialist appointment outside of regular hours, time off for such appointments, including travel time, will be permitted. Time off for medical/dental appointments will be deducted from such leave. The Employer shall require verification for any such appointments.

19.8 Application of Article 19

Article 19 shall apply only to full-time and part-time employees.

Requests for any leave under this section must be made in writing except where it is not possible to do so.

ARTICLE 20 - MATERNITY, PARENTAL & 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 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 weeks notice of such change unless there is a valid reason why such notice cannot be given.

20.1 Definitions

Maternity Leave means:

A pregnant employee of adoptive parent is entitled to a leave of absence of up to 17 weeks.

Parental Leave means:

All employees who are parents of a newborn child or a newly adopted child are eligible for parental leave of up to 63 weeks provided that the total duration of the parental and maternity leaves does not exceed 78 weeks. Parental leave may be taken any time during the 78 week period starting the day the child is born or the day the child comes into the employee's care.

20.2 Maternity Leave

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

- (b) The period of maternity leave shall commence not earlier than 13 weeks before the expected date of delivery and end not later than 17 weeks after the leave begins.
- (c) A request for shorter period under Clause 20.01(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intend 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. The Employer may, acting reasonably, decline an employee's request for early return from maternity leave.
- (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.
- (f) Maternity leave may be extended for up to an additional six months for health reasons. In the event that any such extension to maternity leave is needed, the employee must provide the Employer with as much notice as possible and indicate the length of additional time needed together with a medical practitioner's certificate substantiating a need for the extension.

20.3 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence following the birth or adoption of the employee's child. To be eligible for parental leave, the employee must 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 37 weeks parental leave between them.
- (c) Upon application, employees shall be granted parental leave as follows:
- (1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 20;
 - (2) in the case of the birth father or common-law partner of the birth mother, including same-sex partner, up to 62 consecutive weeks commencing within the 78 week period following the birth of the child;
 - (3) in the case of an adopting parent, up to 62 consecutive weeks within the 78 week period following the date the adopted child comes into the actual care and custody of the parent or within the two weeks period preceding the date of the adopted child comes into the actual care of 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 weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required and the employee must provide the Employer with notice of the need for an extension as soon as possible.

20.4 Leave Without Pay

All leave taken under Article 20 is leave without pay.

20.5 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 78 weeks, except as provided under Article 20.2(f) and/or 20.2(d) and/or 20.3(d). Where an employee is granted total maternity leave

under Articles 20.2(a) and 20.2(f) of greater than 78 weeks, the employee shall not be entitled to parental leave under Article 20.3.

20.6 Return from Leave

- (a) On return from leave, an employee shall be placed in their 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 20.1 or 20.2.

20.7 Benefit Plan

The Employer will maintain its contribution to the cost of the plan while a member is on maternity or paternity leave.

20.8 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 they 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 their leave commenced if the employee does not return to work on expiration of the leave.

20.9 Sick Leave Credits

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

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

ARTICLE 21 - DOMESTIC ABUSE

21.1 Domestic Violence Leave

Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted a leave of absence from employment up to 10 days in every calendar year, in every calendar year, in order to enable the employee, in respect of such violence:

- (a) To seek medical attention for themselves or their child in respect of a physical or psychological injury of disability;
- (b) To obtain services from an organization which provides services to victims of family violence;
- (c) To obtain psychological or other professional counselling;
- (d) To relocate temporarily or permanently;
- (e) To seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceedings; or
- (f) To take any measures prescribed by regulation.

21.2 Leave With Pay

If the employee has completed three consecutive months of continuous employment with the employer, the employee is entitled to the first five days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.

21.3 Exception

An employee is not entitled to a leave of absence with respect to any act of family violence if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

21.4 Division of Leave

The leave of absence may be taken in one or more periods. The employer may require that each period of leave be of not less than one day's duration.

21.5 Documentation

The employer may, in writing and no later than 15 days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practical for them to obtain and provide it.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 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.

22.2 Joint Occupational Health and Safety Committee

- (a) One union representative shall be appointed by the Union and one employer representative shall be appointed by the Employer.
- (b) Any safety concerns will be brought to and addressed at OHS meetings.
- (c) Employees who are safety representatives shall not suffer any loss of basic pay for the time spent attending an OHS 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.

22.3 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 *Canada Labour Code*. Where an employee acts in compliance with the *Canada Labour Code*, they shall not be subject to disciplinary action.

22.4 Investigation of Accidents

- (a) The Union will be notified of all accident investigations that are conducted under the terms of the *Canada Labour Code*.

(b) All investigation reports conducted under the terms of the *Canada Labour Code* will be forwarded to the President of the Union or their designate.

(c) In the event of a fatality, the Employer shall notify the President of the Union (or designate) of the nature and circumstances of the accident as soon as practical.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Recognition

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 comply with the provisions of the *Canada Labour Code* with respect to technological change.

ARTICLE 24 - CONTRACTING OUT

24.1 No Contracting Out

The Employer agrees not to contract out any bargaining unit work presently performed by employees covered by this agreement.

ARTICLE 25 - HEALTH AND WELFARE

25.1 Benefits Provided

The Employer will pay 100% of the premiums for the recognized benefit policy. For the purposes of this agreement the recognized benefit policy is Manulife Financial #G0028222.

The parties agree to pursue additional savings from the benefits plan on an understanding that the savings will be used to add additional benefits. Any change to the recognized benefits policy can only be made by mutual agreement between the parties. The union staff representative must sign off on the changes.

Effective July 1, 2014 the level 1-4 yearly dental plan maximum will be increased to \$2500.

Effective July 1, 2014 the level 5 lifetime dental plan maximum will be increased to \$3000.

25.2 Benefit Qualification

All regular full-time and regular part-time employees that work 25 hours or more per week shall qualify for benefits following the details outlined in this article. The entitlement is granted on completion of the 90 day elimination period.

25.3 Medical Examination

Where the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense during working hours. However, 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 their own time.

25.4 Health and Welfare Benefit Carriers and Plan Publications

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

ARTICLE 26 - EDUCATION

26.1 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 their travelling costs, subsistence and legitimate expenses where applicable.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 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.

27.2 Pay Days

- (a) All employees shall be paid on a biweekly basis, specifically every second Friday.
- (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.
- (d) Paycheques for teachers will be equalized over the course of the academic year. In the event that an employee resigns prior to the end of the school year or is dismissed for any reason, the Employer will ensure that the employee is made whole for any shortfall in pay created as a result of spreading payments out over 12 months.

27.3 Rates of Pay

Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement as set out in Appendix 1.

27.4 Vehicle Allowances

- (a) Vehicle Allowance for all distances travelled on employer business shall be paid to employees required to use their own vehicle in the performance of their duties.
- (b) Where use of a personal vehicle is approved by the Employer as set out in (a), the vehicle allowance shall be 50¢ per kilometre.

27.5 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 following rates:

Meal	Rate
Breakfast	22.00
Lunch	22.00
Dinner	28.50

27.6 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.

27.7 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.

27.8 Substitution Pay

- (a) Hourly employees required to work in a higher rated hourly classification will receive that classification's rate of pay for the duration of the substitution period. The minimum substitution period will be one hour.
- (b) Hourly employees assigned to TOC will receive non-qualified TOC rates for each day of TOC work performed. It is understood that a lesson plan will be provided where possible and followed.
- (c) Once a teacher posts into a position, whether full-time, part-time, or temporary they will be moved onto the appropriate level on the teacher's salary scale.

ARTICLE 28 - CLASSIFICATION & RECLASSIFICATION

Where the Employer establishes a new or substantially altered 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 30 days of the meeting, the wage rate is deemed to be agreed to after the 30 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 29 - GENERAL CONDITIONS

29.1 Copies of the Agreement

The Employer and Union desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the Union shall make booklets of the agreement for distribution by stewards. The costs associated with the printing of the collective agreement will be shared equally between the Employer and the Union.

29.2 Transportation of Children or Clients

No employee shall be required to transport children or clients in their personal vehicle.

29.3 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 - ACADEMY STAFF

30.1 Instructional Schedule

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

The Union may refer any issue on class size or structure to the Labour Management Committee for discussion.

30.2 Professional Development

The Employer and the Union agree that professional development is an important part of the culture of a learning academy. To this end the Employer will continue to develop their professional development program. This development will include both teaching staff and teaching assistant staff. Professional development program changes will be discussed at Labour Management meetings.

30.3 Supervision

All employees are required to participate in student supervision in the morning, at lunch and after school. The supervision schedule shall be set annually by the Employer in consultation with the employees.

All teaching staff will be assigned a relatively equal amount of supervision time to other teachers on a rotating basis.

30.4 Staff Meetings

All teaching staff are required to attend staff meetings and, when required, other staff. Staff meetings shall be a maximum of twice a month and shall not continue beyond 5:00 p.m. The agenda will be displayed or distributed the day before the meeting. It is understood that staff paid by the hour will be entitled to pay for required attendance beyond their regular working hours.

30.5 Preparation Time

Each full-time classroom teacher will be provided with 120 minutes of preparation time each week to be scheduled by administration during instructional time. Additional preparation time may be approved by the Employer subject to operational requirements. Preparation time for part-time classroom teachers will be prorated.

Preparation time shall be used for lesson planning, correcting, collecting papers, group planning, and other duties related to preparation for teaching. The Teacher will be self-directed in planning their preparation.

30.6 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 Coast Tsimshian Academy Practice. The number of reports per year is open to review at the Labour Management Meetings.

On a trial basis the kindergarten and elementary teachers will not be required to prepare more than three report cards for the 2014/2015 school year.

30.7 Extracurricular Activities

- (a) It is acknowledged by the parties that the success of the school depends on staff involvement in extracurricular activities which are an integral part of each student's educational experience. All extracurricular activities shall be approved by the Principal.

- (b) While involved in extracurricular activities, employees 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 Coast Tsimshian Academy staff are encouraged to interact and participate in community sponsored events.
- (d) Hourly employees will be paid if required by the Employer to undertake extracurricular activities. The scheduling of extracurricular activities for teachers will be on a shared basis as part of their yearly salary.

30.8 Complaint and False Accusations

Employees shall be entitled to know the substance of any complaint against them which may result in discipline. Complaints will be investigated by either the Principal or Vice Principal. Disciplinary actions taken by the Employer shall be subject to the grievance procedure. The Employer will take appropriate action if a complaint is found to be frivolous or vexatious in nature.

30.9 Severe Student Behaviour

- (a) Where an employee has been physically or severely verbally abused by a student, that employee shall refer the incident to the Principal or the Vice Principal who will investigate the concern and take appropriate corrective measures. In cases where warranted the Principal and Vice Principal shall involve the employee in the corrective action plan for the student.
- (b) Any employee who has been subject to severe physical or verbal abuse by a student will not be forced to continue working with the student or be required to endure an unsafe situation.

ARTICLE 31 - TERM OF AGREEMENT

31.1 Duration

This agreement shall be binding and remain in effect to midnight June 30, 2023.

31.2 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 30, 2023, but in any event not later than midnight May 30, 2023.
- (b) Where no notice is given by either party prior to May 30, 2023 both parties shall be deemed to have given notice under this section on May 30, 2023 and thereupon Clause 30.3 of this agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union or their designate.

31.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 30.2 of this agreement, the parties shall, within 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.

31.4 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.

31.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining and the collective agreement remains in force, absent strike or lockout, unless and until a renewal is reached.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Steven Conway
Chief Operating Officer Academy

Naomi White
Bargaining Committee Chairperson

Skye Mitchell
Principal

Brenda Dudoward
Bargaining Committee

Leslee Holland
Vice Principal

Marilyn Bryant
Bargaining Committee

Jeff Morgan
Staff Representative

Dated this _____ day of _____, 20_____.

APPENDIX 1 Rates of Pay

Hourly Employee Rates:

Position	Current	Years	July 1, 2020 General Wage Increase	June 1, 2021 General Wage Increase	June 1, 2022 General Wage Increase
Office Support Worker	15.00	Years 0-7	15.45	15.91	16.39
		Years 8+	15.60	16.07	16.55
Custodian	20.32	Year 0-7	20.93	21.56	22.20
	20.91	Years 8+	21.54	22.18	22.85
Secretary	22.43	Years 0-7	23.10	23.80	24.51
	23.10	Years 8+	23.79	24.51	25.24
Library Assistant(TA1)	18.35	Years 0-7	18.50	19.47	20.05
	18.90	Years 8+	19.47	20.05	20.65
Library Technician(TA2)	21.70	Years 0-7	22.35	23.02	23.71
	22.34	Years 8+	23.01	23.70	24.41
Kitchen Worker		Years 0-7			
	23.00	Years 8+	23.69	24.40	25.13
Teacher Assistant 1	18.35	Years 0-7	18.90	19.47	20.05
	18.90	Years 8+	19.47	20.05	20.65
Teacher Assistant 2	21.66	Years 0-7	22.31	22.98	23.67
	22.30	Years 8+	22.97	23.56	24.37
Teacher Assistant 3	23.36	Years 0-7	24.06	24.78	25.53
	24.05	Years 8+	24.77	25.51	26.28
Aboriginal Cultural Support Worker	21.66	Years 0-7	22.31	22.98	23.67
	22.30	Years 8+	22.97	23.66	24.32
Special Education Assistant	24.46	Years 0-7	25.19	25.95	26.73
	25.18	Years 8+	25.94	26.71	27.51
Night Watch	15.00	Years 0-7	15.45	15.91	16.39
		Years 8+	15.60	16.07	16.55
Preschool Supervisor		Years 0-7	24.18	24.91	25.65
		Years 8+	24.90	25.64	26.41

Daily Rates:

Position	Current	July 1, 2020 2%	June 1, 2021 2%	June 1, 2022 2%
Non-qualified TOC	177.76	181.32	184.95	188.65
Qualified TOC	233.18	237.84	242.60	247.45

Salaried Employees:

Position	Current	July 1, 2020 2%	June 1, 2021 2%	June 1, 2022 2%
Interim School and Subject Restriction Certificate (FT)	55950.10	57069.10	58210.48	59374.69
School Counsellor (220 days)	93542.60	95413.45	97321.72	99268.15

Teacher Salary Grid:

Effective July 1, 2020 2%				
Years	Category 3	Category 4	Category 5	Category 6 (M)
0	57069.10	58469.51	64792.15	69722.92
1	59721.66	61074.08	68028.14	73391.93
2	62374.23	63679.71	71264.12	77062.00
3	65025.73	66283.22	73321.53	80732.08
4	67681.50	68887.79	77737.14	84402.15
5	70337.26	71492.36	80975.26	88073.30
6	72989.82	74094.80	84212.30	91742.31
7	75643.46	76699.37	87482.41	95413.45
8		79880.95	90685.33	99083.52
9		81909.57	93921.31	102753.60

Effective June 1, 2021 2%				
Years	Category 3	Category 4	Category 5	Category 6 (M)
0	58210.48	59638.90	66087.99	71117.38
1	60916.09	62295.56	69388.70	74859.77
2	63621.72	64953.30	72689.40	78603.24
3	66326.25	67608.88	74787.96	82346.72
4	69035.13	70265.55	79291.88	86090.19
5	71744.01	72922.21	82594.77	89834.77
6	74449.62	75576.70	85896.55	93577.16
7	77156.33	78233.36	89232.06	97321.72
8		81478.57	92499.04	101065.19
9		83547.76	95799.74	104808.67

Effective June 1, 2022 2%				
Years	Category 3	Category 4	Category 5	Category 6 (M)
0	59374.69	60831.68	67409.75	72539.73
1	62314.41	63541.47	70776.47	76356.97
2	64894.14	66252.37	73837.19	80175.30
3	67652.78	68961.06	76283.72	83993.65
4	70415.83	71670.86	80877.72	87811.99
5	73178.89	74380.65	84246.67	91361.47
6	75938.61	77088.23	87614.48	95448.70
7	78699.46	79798.03	91016.70	99268.15
8		83108.14	94349.02	103086.49
9		85218.72	97715.73	106904.84

It is agreed that all current benefit banks (Vacation, Sick Time, and Personal Leave/Discretionary) will remain in place.

APPENDIX 2 Hours of Work Schedule

This appendix is pursuant to Article 14 and any changes will be determined by the Employer only after consultation with the Union.

It is understood that all meal breaks are unpaid.

Hourly Employees:

Job Classification	Normal Shifts	Normal Meal Break
Custodian 1	7:00 a.m. - 4:00 p.m.	1 hour
Custodian 2	12:00 p.m. - 9:00 p.m.	1 hour
Custodian 3	10:00 a.m. - 2:00 p.m. 6:00 p.m. - 10:00 p.m.	1 hour
Secretary	8:00 a.m. - 4:30 p.m.	1 hour
Kitchen Worker	6:00 a.m.- 1:00 p.m.	30 minutes
Teaching Assistant	8:30 a.m. - 4:15 p.m.	1 hour
Night Watch	12:30 a.m. - 7:30 a.m.	1 hour
Library Assistant/Library Technician	8:15 a.m. - 4:00 p.m.	1 hour
Special Education Assistant Learning Centre Support	8:00 a.m. - 4:00 p.m.	1 hour
Office Support Worker	8:30 a.m. - 4:15 p.m.	1 hour
Aboriginal/Cultural Support Worker	8:15 a.m. - 4:00 p.m.	1 hour

Salaried Employees:

- (a) Teachers: Instructional hours 8:15 a.m. - 4:00 p.m.
- (b) Counsellors: 8:30 a.m. - 4:15 p.m.

Note: It is agreed that Salaried staff will not be required to punch in or out on the time clock.

APPENDIX 3 Excluded Positions

Principal
Vice Principal

APPENDIX 4 RRSP'S

Aboriginal employees have the option to enrol in Canada Pension Plan (CPP). The Employer agrees to pay the required employer share in each case.

The existing RRSP plan options will continue and become a part of the collective agreement under Appendix 4. The Employer will match employee contributions to a maximum of five percent of the employee's gross income. The RRSP funds will be controlled solely by the employee once the contribution has been made. Deductions will be made from each paycheque. The Employer and employee contribution will be remitted immediately to the RRSP provider.

**APPENDIX 5
Vacation Maintenance**

The following 10 month hourly employees shall have their salary continued through the Christmas and Spring Breaks in lieu of the 7.2% of their gross earnings. The amount of any salary continuance shall be reduced pro rata for any days of unpaid leave of an employee during the school year.

- Sharon Wesley
- Jill Reece
- Diane Reece
- Brenda Dudoward
- Laurie Green
- Andrea Sankey
- Jocelyn White
- Naomi White

Craig Latimer 12 month employee vacation maintenance will be addressed in Letter of Understanding #1.

**LETTER OF UNDERSTANDING 1
Re: Craig Latimer 12 Month Employee**

Annual vacation maintenance is covered under Article 17.1.

**LETTER OF UNDERSTANDING 2
Re: Concerning "Grandparented" Employees**

The following employees will be "*grandparented*" at the noted rate of pay. Each of the listed employees will receive any and all negotiated wage increases that are bargained into the future.

Name	Current	July 1, 2020	July 1, 2021	July 1, 2022
Craig Latimer - Custodian	22.63	23.31	24.01	24.73
Naomi White - Aboriginal Cultural Support Worker	25.39	26.16	26.94	27.75

**LETTER OF UNDERSTANDING 3
Re: Job Descriptions Hourly Workers**

The Employer will substantially alter job descriptions for the Library Assistant, Teacher Assistant 1, Teacher Assistant 2 and Teacher Assistant 3 positions by December 31, 2017. The Cultural Assistant position will be renamed Aboriginal Cultural Support Worker and the Special Education Assistant will be renamed to Learning Centre Support. All current TA1-TA2 workers will be grandfathered into their current positions at their current wage and receive all negotiated wage increases that are bargained into the future. The Employer agrees that the above job descriptions will be considered substantially altered positions and will fall under the language of Article 27. The 30 day timeline described in Article 27, for the Union to challenge the appropriate rate through the grievance and arbitration procedure, for the job positions will begin the date the Employer met with the Union to discuss the altered job positions.

LETTER OF UNDERSTANDING 4
Re: Teacher Accommodations (Teacherages)

The parties agree that appropriate Teacher Accommodations are essential to the recruitment and retention of qualified teachers. To this end the parties will work together to see that appropriate living quarters can be provided for teachers. Appropriate living quarters include healthy living conditions, pet friendly units, regulated rental costs at an appropriate level, appropriate maintenance standards, and a complaint procedure to address concerns.

The parties will work towards achieving these goals as best they can over the term of the current agreement. This Letter of Understanding does not compel the parties beyond the joint attempt to achieve the goals.

LETTER OF UNDERSTANDING 5
Re: Health Benefits Plan

The Employer is committed to pursuing additional savings from the benefits plan and using any such savings to increase the health benefits to employees including but not limited to dental, hearing, and vision. Any such increase in benefits will be at no additional cost to the Employer. The Employer will research health benefits plans from the current and other carriers with the intention of finding savings. The Employer will report back to the Union by January 30, 2018.

LETTER OF UNDERSTANDING 6
Re: Special Education Assistant

The parties agree that Special Education Assistant will be "*red circled*" at their current rate of pay, Category 3 with one year experience, and negotiated wage increases will not apply.

The Employer will develop the job description and the position will go through the classification process.

Should the outcome of the classification review result in a wage rate less than what the incumbent currently received, they will remain "*red circled*" until such time that the new classified rate catches up with their current rate of pay.

LETTER OF UNDERSTANDING 7
Re: Teacher Assistants with ECE Certification

The Employer agrees all Teacher Assistants with ECE certification will be paid at the Teacher Assistant 3 level.