

**COLLECTIVE AGREEMENT**

**between the**

**HAIsla NATION COUNCIL  
EDUCATION DEPARTMENT - SUPPORT STAFF**

**and the**

**B.C. GENERAL EMPLOYEES' UNION (BCGEU)**

**Effective to from June 1, 2021 to May 31, 2024**

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## DEFINITIONS

For the purpose of this agreement:

- (1) "AWOL" means to be absent from work without approved leave. Employees who are AWOL will be without pay for those days are subject to discipline.
- (2) "*Bargaining unit*" is the unit for collective bargaining described in the certification for which the B.C. General Employees' Union was certified by the Labour Relations Board of Canada on May 17, 2000 and includes all the employees of the Haisla Nation Council as outlined in Appendix 1 of this agreement.
- (3) "*Collective Labour Agreement*" means an agreement in writing entered into between an employer and a union, containing provisions respecting terms and conditions of employment and related matters.
- (4) "*Continuous employment and continuous service*" means uninterrupted employment in the service of the Haisla Nation Council, including service prior to union certification, and subject to the provisions of Clause 11.3.
- (5) "*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.
- (6) "*Demotion*" means a change from an employee's position to one with a lower maximum salary.
- (7) "*Domestic Violence*" means:
  - (a) an act of abuse between an individual and a current or former intimate partner, between and individual and a child who resides with the individual, or between and 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 any 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 relationships.

- (8) "*Employee*" means a member of the bargaining unit and includes:
  - (a) "*Regular Employee*" meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
  - (b) "*Casual Employee*" meaning an employee who is employed for work which is not of a continuous nature and who has passed the probationary period.

"*Employee*" does not include:

- (a) Incumbents of managerial or confidential positions mutually excluded by the parties to this agreement.
- (b) Excluded classes as outlined in Appendix 2 - Bargaining Unit Exclusions

- (9) "*Employer*" means the Haisla Nation Council.
- (10) "*Extra Curricular*" are those activities that are beyond the prescribed and locally determined curricula of the School.
- (11) "*Headquarter*" or "*geographic location*" is that area within a radius of 32 kilometres of where an employee ordinarily performs their duties.
- (12) "*Holiday*" means the 24-hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.
- (13) "*Hours of operation*" are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.
- (14) "*Hours travelled*" means hours spent travelling from point to point on an hourly or daily basis as required by the Employer and does not include meal breaks, lodging time or time spent other than travelling.
- (15) "*Haisla Nation Council*" means the elected Chief and Council of the Haisla First Nation acting for and on behalf of the Band.
- (16) "*Lateral transfer*" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
- (17) "*Layoff*" includes a cessation of employment, a reduction of regularly-scheduled hours, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer.
- (18) "*Leave of absence with pay*" means to be absent from duty with permission but with pay. "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (19) "*Lockout*" includes the closing of a place of employment, a suspension of work by an employer or a refusal by an employer to continue to employ a number of their employees, done to compel their employees, or to aid another employer to compel that other employer's employees, to agree to terms or conditions of employment.
- (20) "*Non-Instructional Staff*" all employees of the Haisla Nation Council employed in its education department excluding teachers, Education Administration Secretary, and Director of Education.
- (21) "*Pay*" means the rate of compensation for the job.
- (22) "*Probation*" for an employee means the time spent by the employee prior to being confirmed in the position for which they were hired.
- (23) "*Promotion*" means a change from an employee's position to one with a higher maximum salary level.
- (24) "*Resignation*" means a voluntary notice by the employee that they are terminating their service on the date specified.
- (25) "*Rest period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments and a rest.
- (26) "*Serious Household or domestic emergency*" is an unanticipated urgent or accidental event in the employees' household which affects the safety and/or health of family members, and which reasonably

only the employee can attend to, or which otherwise would result in excessive costs, risk or threat to the household. (eg. fire/flood, vehicle theft, burglary and other similar circumstances)

(27) "*Shift schedule*" is a pattern of work hours established through negotiations to meet the hours of operation.

(28) "*Spouse*" includes husband, wife, and common-law spouse.

(29) "*Strike*" includes a cessation of work or a refusal to work or to continue to work by employees, in combination, in concert or accordance with a common understanding, and a slowdown of work or other concerted activity on the part of employees in relation to their work that is designed to restrict or limit output.

(30) "*Technological change*" shall be understood to mean:

(a) the introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the Employer in operation of the work, undertaking or business; or

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

(31) "*Termination*" is the separation of an employee from the service of the Employer for cause pursuant to Articles 10, 11 and 30 of this agreement.

(32) "*Transfer*" refers to the movement of an employee from one work group to another.

(33) "*Travel status*" with respect to an employee means absence of the employee from their headquarters or geographic location on Haisla Nation Council business with the approval of the Employer, but travel status does not apply to an employee temporarily assigned to a position outside of their headquarters or geographic location.

(34) "*Union*" means the B.C. General Employees' Union.

(35) "*Volunteer*" means a person, including a student, who provides gratis labour and/or services and is not a bargaining unit member or a representative of the Employer. Persons engaged on a Work Incentive Program basis who receive top-up to social benefits shall be deemed volunteers for the purposes of this agreement.

(36) "*Workday*" is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.

(37) "*Work Group*" means a distinct functional division of employees at the worksite.

## **ARTICLE 1 - PREAMBLE**

### **1.1 Purpose of 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 to this agreement share a desire to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions and conditions of employment and they are

determined to establish, within the framework provided by the law, an effective working relationship at all levels of the bargaining unit.

(c) To encourage efficiency of operations.

(d) The parties recognize the benefit to be derived from a work environment free of interruptions of work and interference with the proper operations of the Employer's business, harassment, and where the conduct and/or language of all employees meets the acceptable social standards of the workplace. The parties agree to maintain such an environment.

## **1.2 Community Principles of Respectful Communication**

In keeping with the traditional teachings of the Haisla people, the system we apply to our workplace and community (Haisla Nation Council, Occupational Safety and Health Committee & Joint Labour Management) will create a safe and peaceful environment.

The system states that attitudes involved in such offensive acts are characterized by a lack of respect and offend the general principles of honourable and moral behaviour. These actions have a negative effect, both short and long-term, on individuals and the entire community. The Haisla has developed:

(a) A Community Policy which declares the community's general aims, intentions and attitudes toward each other.

(b) Procedures that ensure good emotional, physical, mental and spiritual environments.

(c) Steps to prevent people from encountering a negative response by creating norms which encourage a friendly and respectful climate in the community. The leadership and its representatives should set the example.

(d) Offensive behaviour or treatment can never be accepted no matter who is involved or who is the target.

## **1.3 Principles and Spirit of Negotiations**

This collective agreement is based upon the following principles which guide the spirit of negotiations and all future interpretations of same:

(a) Haisla Nation Council has certain inherent rights to manage its governmental affairs, which rights have been affirmed in the *Constitution Act, 1982*, and the *Indian Act, RSC 1985, C. 1-5*.

(b) The conduct of labour relations is an aspect of trade and commerce, which have been part of the rights and practices of the Band since before 1846.

(c) Employees should be treated fairly and honourably in the workplace, in a manner which reflects the Band's traditional values of honesty, generosity, openness, and mutual respect.

(d) Family relationships and the good of the individual and the community are deserving of concern and respect.

(e) It is through the enactment of its laws in the area of labour relations that the principles and values of the Haisla First Nations people will continue to provide inspiration to the community.

(f) The Band, in its labour relations, seeks to build self-sufficiency by having its Band Members receive priority, ahead of other employees, in training, employment and related opportunities; and

- (g) Labour relations must embody the following:
- (1) respect for and recognition of the Haisla's struggle for self-reliance and self-determination as an Aboriginal Nation and as a Band;
  - (2) respect for and recognition of the Haisla's struggle to free its governmental structures and institutions from the imposition of laws and values which are contrary to those of the Haisla people;
  - (3) respect for and recognition of the inherent aboriginal rights and the statutory rights of the Haisla people;
  - (4) respect for and recognition of the fact that the development of the Band's government, in accordance with the traditions and values of the Haisla people; requires a high degree of flexibility in order to meet the changing needs of the community; and
  - (5) respect for and recognition of the essential nature and importance of the services provided by the Band and its employees to members of the community.

#### **1.4 Future Legislation**

The Union and the Employer recognize there may be times when either the Haisla Nation Council Policy (HNC), the *Canadian Labour Code* (CLC) and/or the *BC Employment Standards Act* (ESA) exceed the terms of a clause in the collective agreement.

The parties agree that there is no intention to provide any condition or any benefit to a worker that would be considered, on its own, to be less than what is provided in either the HNC, CLC or the ESA.

The parties agree that every employee shall receive the greater of the benefits contained in the collective agreement, the HNC, CLC or the ESA as applicable.

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.

\* Note: there is no stacking of these entitlements simply the one that provides the greater benefit will be applied.

#### **1.5 Conflict with Regulations**

In the event that there is a conflict between the contents of this agreement and any regulation or policy made by the Employer, or on behalf of the Employer, which affect the members of the bargaining unit, this agreement shall take precedence over the said regulations or policy.

#### **1.6 Use of Terms**

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

#### **1.7 Canadian Human Rights Act**

The parties hereto subscribe to the principles of the *Canadian Human Rights Act, RSC 1985*.

### 1.8 Discrimination and Harassment Under the Canadian Human Rights Act

- (a) *Purpose:* The Employer, in cooperation with the Union, will promote a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.
- (b) *Definition of Sexual Harassment:* Sexual harassment means any conduct, comment, gesture or contact of a sexual nature;
- (1) that is likely to cause offence or humiliation to any employee; or
  - (2) that might, on reasonable grounds be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (c) *Definition of Harassment:* Harassment in the workplace is defined as unwelcome conduct related to a prohibited ground of discrimination that detrimentally affects the work environment or leads to adverse job-related consequences for those experiencing harassment.
- (d) *Procedure:* Once a complaint is brought to the attention of the Employer, the Employer will take immediate steps to investigate the allegation. The Employer will take such disciplinary measures as the Employer deems appropriate against any person under the Employer's direction who subjects any employee to harassment. The Employer will not disclose the name of the complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relations thereto.
- (1) *Step 1:* An employee who believes they have a complaint of harassment or discrimination may approach supervisory personnel, a union steward, or other contact person 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) *Step 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 within three months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 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. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.
  - (3) *Step 3:* If the proposed resolution is not acceptable, the employee may refer the matter, through the Union, in writing to the Chief Operating Officer (or designate) within 30 days of receiving the Manager's response or within 30 days of the response due date.
  - (4) *Step 4:* The Chief Operating Officer, or designate, will take steps to further investigate and resolve the matter within 30 days of receiving the complaint.
  - (5) *Step 5:* Where the matter is not resolved to the complainant's satisfaction, the Union may refer the matter to arbitration.

### 1.9 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.

**1.10 Personal and Psychological Harassment Definition**

- (a) 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 or gender identity; or
  - (3) Is seriously inappropriate and serves no legitimate work-related purpose.
- (b) 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.

**1.11 Sexual Harassment Definition**

- (a) 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:
- (1) Touching, patting or other physical contact;
  - (2) Leering, staring or the making of sexual gestures;
  - (3) Demands for sexual favours;
  - (4) Verbal abuse or threats;
  - (5) Unwanted sexual invitations;
  - (6) Physical assault of a sexual nature;
  - (7) Distribution or display of sexual or offensive pictures or material;
  - (8) Unwanted questions or comments of a sexual nature;
  - (9) Practical jokes of a sexual nature.
- (b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

**1.12 Harassment Complaints**

- (a) A harassment complaint is not a grievance. The complaint must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.
- (b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (c) The complainant and the respondent (if they are a member of the Union) have the right to union representation.

- (d) A complainant may try to informally resolve their complaint, with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (e) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (f) A complainant has the right to file complaint under the *Human Rights Act* of Canada.

### **1.13 Harassment Complaints Procedure**

- (a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the Human Resources Manager. When the Human Resources Manager has received a complaint, they will notify the respondent and the union staff representative if either the respondent and/or the complainant are members of the Union, of the substance of the complaint in writing within 15 days.
- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, and explanation of how the action constitutes a violation of Article 1.8 (Harassment), and the remedy sought.
- (d) The Human Resources Manager, or designate, will investigate the complaint and every effort will be made to complete their report in writing within 30 days. If the report cannot be completed within the 30 days then the Human Resources Manager will seek an extension through the Union. Any extension shall be in writing and shall not be unreasonably withheld.
- (e) The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant and the Union in writing of the findings of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (i) If the respondent is the Human Resources Manager (or equivalent), or where there are possible systemic issues, the following process will be used:
  - (1) The complainant will contact the Union.
  - (2) As soon as possible but within 30 days the Union will notify the CEO (or equivalent) and the governance body to whom the Employer designate reports if applicable. Clause 1.11(a) and (c) apply to the notice. Within 14 days of receiving the notice the CEO will identify to the Union who will serve as the investigator in respect of the complaint. The investigator will be a neutral third party.
- (j) The employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.
- (k) Where either party to the proceeding is not satisfied with the outcome(s), they shall, within 30 days, have the right to file a grievance at Step 3 of the grievance procedure.

### 1.14 Anti-Bullying Policy

- (a) As an elected official, manager, or employee of Haisla Nation Council, you are expected to adhere to acceptable conduct at all times. According to traditional teachings, respecting the rights and feelings of others and refraining from any behaviour that might be harmful to your co-workers and others.
- (b) Haisla Nation Council strongly supports the rights of all people to work in an environment free from bullying.
- (c) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:
  - (1) Intimidates, shows hostility, threatens and offends any co-workers and others;
  - (2) Interferes with a co-worker's performance;
  - (3) Otherwise adversely affects a co-worker and others.

Bullying conduct includes, but is not limited to:

- Name calling
- Humiliation
- Spreading rumours
- Gossiping
- Public ridicule
- Scapegoating and blaming
- Hitting, kicking, punching
- Taunting
- Ostracizing
- Sexualizing
- Making racial or ethnic slurs
- Treating people like they are invisible
- Rude interruptions
- Sarcastic jokes
- Invading one's personal territory
- Giving limited information, then blaming
- Cyber-bullying (bullying through email, internet, text messaging, internet websites, etc.)

These guidelines are fundamental in nature and are matters of judgment and common sense. The organization prohibits bullying. Any violation of the organization's anti-bullying policy should be reported immediately to either your human resource manager or supervisor.

- (4) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within 30 days of the latest alleged occurrence, through the Union or directly to the Employer or their designate (the "*Employer*"). Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.
  - (i) Immediate defusing, debriefing here deemed appropriate will be made available to employees, by qualified practitioners, at no cost to the affected employees through the Health Centre.
  - (ii) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 15 days.

(iii) 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.

(5) The Employer undertakes to discipline any person employed by the Employer engaging in bullying of another employee.

(6) A grievance may be initiated at any step in the grievance process and will be handled with all possible confidentiality and dispatch.

### **1.15 Confidentiality and Disclosure**

An employee shall:

- (a) not engage in public criticism of Haisla Nation Council, the Councillors, the Managers, or the administration policies in any manner of subject which may apply or be in connection with the employee's work;
- (b) not use information obtained on the job for other than the intended purpose; not for personal interests or for those of other persons;
- (c) maintain the confidentiality of all information acquired at the place or work. Such information may not be released to the general public or news media. Information solicited from any organization or government body may only be released with the express permission of the supervisor or Chief Operating Officer. The only exception will be the releasing of information to an official investigation of RCMP or the Department of Social Services.

### **1.16 Jurisdictional Change**

- (a) Until such time as a treaty or self-government agreement between the Haisla Nation Council and the government of Canada or government of British Columbia, or both the government of Canada and government of British Columbia, addressing jurisdiction over labour matters comes into effect, the Canada *Labour Code* and other federal labour legislation shall continue to apply to the parties and govern labour relations matters that arise.
- (b) Once a treaty or self-government agreement comes into effect and the Haisla Nation Council has passed laws in relation to labour matters consistent with such treaty or self-government agreement, the collective agreement will be administered in a manner agreed upon by both parties of this agreement reflecting the Canadian *Labour Code* and the Haisla Nation Council labour law.

### **1.17 Domestic Violence**

Both parties acknowledge that domestic violence is a significant social problem that can affect the health and well-being of employees.

The Employer agrees that requests submitted by employees to utilize sick leave, vacation, banked time or other eligible paid leaves of absences in order to deal with issues arising from Domestic Violence shall not be unreasonably denied.

The Employer also agrees that requests submitted by the employees for unpaid leaves of absence in order to deal with issues arising from domestic violence shall be granted in accordance with the *Canada Labour Code* or the *Employment Standards Act* whichever is greater.

This provision does not apply with respect to domestic violence or sexual violence committed by the employee.

## ARTICLE 2 - MANAGEMENT RIGHTS

### 2.1 Management Rights

The Union recognizes that management of the Haisla Nation Education Department - Haisla Community School and the direction of the working forces are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this agreement and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right and power of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire assign, direct, promote, transfer, layoff, recall after layoff and discharge, suspend or otherwise discipline employees for just cause;
- (c) determine in the interest of efficient operations and the highest standards of service, the job classifications and job content, work assignments. methods of performing the work and the working establishment, consistent with current job scope;
- (d) determine and control all programs, the number and location of classes, the amount of supervision necessary, the machinery and equipment to be used, the standard of performance of employees, judgement and evaluation of personnel qualifications and the selection, procurement, designing and engineering of equipment or material or program publications which may be incorporated into the Employer's operation;
- (e) make, enforce and alter, from time to time, rules and regulations to be observed by the employees which are not inconsistent with the terms and conditions of this agreement;
- (f) introduce new technology and new devices in order to maintain or to improve efficiency of operations. The parties further recognize that layoffs of staff may occur as a result of these changes, and the Employer agrees that such layoff will be effected in accordance with articles of the collective agreement.

All rights referred to in this article shall be exercised in accordance with the terms of this agreement.

### 2.2 Management Rights

Where rights and/or responsibilities of the Employer are set out, these may be designated to another person. The Union shall be advised in writing of any appointed designate.

## ARTICLE 3 - UNION RECOGNITION AND RIGHTS

### 3.1 Bargaining Unit Defined

The "*bargaining unit*" shall comprise all employees included in the certification dated May 17, 2000 and additional positions as may be mutually agreed and as defined in this agreement, except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions. The guidelines to be considered in negotiating exclusions shall be:

- (a) position incumbents employed for the primary purpose of exercising senior management functions;
- (b) position incumbents employed in a confidential capacity in matters relating to labour relations;

(c) incumbents of new positions established by the Employer shall automatically be included in the bargaining unit or by order of the Labour Relations Board of Canada. Exclusions to the bargaining unit are listed as Appendix 2 of this agreement.

### **3.2 Bargaining Agent or Recognition**

The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on May 17, 2000 applies

### **3.3 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 interpretations of any clause in this agreement, shall be forwarded to the President of the Union (or designate).

### **3.4 No Other Agreement**

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.

### **3.5 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.

### **3.6 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards in excess of two, taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area. A steward shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor. Duties of the stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot-boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (e) attending meetings called by management.

### **3.7 Bulletin Boards**

The Employer shall provide a bulletin board for the exclusive use of the Union, the site to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

### 3.8 Union Insignia

A union member shall have the right to wear or display recognized insignia of the Union. Location(s) and uses of display shall be by mutual agreement between the Union and the Employer.

### 3.9 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 with Haisla Nation Council as defined in the federal *Labour Code* of Canada. 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.

In accordance with Section 89(2) of the Canada *Labour Code* both parties recognize that "*no employee shall participate in a strike unless the employee is a member of a bargaining unit in respect of which a notice to bargain collectively has been given under this part.*"

### 3.10 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. Such leave shall be requested in writing to the employee's supervisor at least 14 days in advance.

(2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area. Such leave shall be requested in writing to the employee's supervisor at least 14 days in advance.

(3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee.

(4) to employees called by the Union to appear as witnesses before an arbitration board.

(b) *With Pay:* Leave of absence with pay and without loss of seniority will be granted:

(1) to stewards or their alternates, to perform their duties pursuant to Clause 3.6;

(2) to employees who are representatives of the Union on the Labour-Management Committee pursuant to Article 28;

(3) to employees who are representatives of the Union Bargaining Committee to carry on negotiations with Employer, including one union caucus meetings of up to four hours of bargaining preparation.

(c) *Local Union & Bargaining Unit Meetings:* The Employer agrees to allow employees to leave work at 15:30 hours, four times a year 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 weeks prior to the meeting. Minimal staff coverage shall be maintained. It is understood that employees working a shift which does not end at 16:30 hours are expected to return to work upon the conclusion of the union meeting.

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.

### **3.11 Emergency Services During Strike or Lockout**

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

### **3.12 Representative Assistance**

The Employer recognizes the right of the Union to have assistance and/or representation from the BCGEU and/or any other assistance or representation it deems necessary when dealing on any matters with the Employer. Likewise, the Union recognizes the right of the Employer to have assistance and/or representation when dealing on any matters with the Union. As a matter of courtesy the parties will advise each other of who will be present or represent them at meetings.

### **3.13 Chief Steward**

One of the stewards will act 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 one day of employer paid release time to carry out related union business per month.

## **ARTICLE 4 - UNION SECURITY**

### **4.1 Union Membership**

- (a) All employees in the bargaining unit who on May 17, 2000 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 May 17, 2000 shall, as a condition of continued employment, become members of the Union and maintain such membership immediately.
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to May 17, 2000 to become a member of the Union.

### **4.2 Bargaining Unit Work**

- (a) It is not the policy or practice of the Employer to have excluded classes of employees perform work normally assigned to employees, including Foremen, covered by this agreement. Excluded employees shall not perform bargaining unit work except in an emergency situation where bargaining unit members are not immediately available. In these situations, bargaining unit employees are to be called when the emergency happens and the excluded employee shall cease all bargaining unit work upon their arrival.
- (b) The involvement of excluded employees in services provided by the bargaining unit shall not result in a reduction in bargaining unit positions.

## ARTICLE 5 - UNION DUES

### 5.1 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) Deductions shall be made monthly. Membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than 28 calendar days after the date of deduction and the Employer shall also make available to the Union information submitted with each dues remittance. This information shall include the following: Social Insurance Number, Surname and First Name, Address, Sex, Birth Date, Job Title, Gross Pay, Year-to-Date Dues of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (1) The Employer will provide to the Union with every regular dues remittance to the extent that the Employer has and collects the information provided in the chart below. The information will be provided electronically in the file formats ".csv".

Column 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		

- (e) 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.
- (f) 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<sup>st</sup> of the succeeding year.

(g) 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 if requested.

## **5.2 Electronic Fund Transfer "EFT" Language**

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

(b) Each EFT email will also include:

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

## **ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

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. A new employee shall be advised of the name, worksite phone number, email address and location of their steward in the letter of hiring to the extent that the Employer has this information. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward, who will provide the employee with a copy of the collective agreement. The Employer agrees that the bargaining unit Chairpersons (or designate) will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first week of initial employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

## **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) A union bargaining committee shall not exceed two members of the bargaining unit, but shall include members of the staff of the Union when negotiating with the Employer. The Union will advise the Employer of the union members on the Committee.

(b) An employer bargaining committee shall consist of not more than two excluded members of the Education Department, but shall include one other member of management, councillor, or labour consultant of Haisla Nation Council. The Employer Committee shall not exceed the number of members on the Union Committee. The Employer will advise the Union of its representatives on the Committee

### **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.

### **7.5 Coordination of Interests**

There shall be no restriction upon the right of an employee to engage in private or consultant work, for remuneration, outside of their position with the Employer, unless the Employer can demonstrate that a conflict of interest or duty exists. No employee shall engage in outside employment which will interfere with the efficient performance of the employee's duties or responsibilities or which will occupy time during their working hours; neither shall outside employment involve the performance of duties which the employee should perform as part of their employment.

Any consideration of such outside employment shall be disclosed to the employees supervisor prior to the commencement of the work. Where concerns exist the Supervisor or designate shall notify the employee within 30 days of the disclosure.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

The Employer and the Union recognize that grievances may arise concerning:

- (a) 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.
- (b) 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 Incident Review**

Within 30 working days of the incident or becoming aware of the incident, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have their steward present at such discussions. If the dispute is not resolved the aggrieved employee may submit a written grievance within those same 30 working days, through the union steward to Step 1 of the grievance procedure. It is the responsibility of the Employees to ensure their pay is correct. Employees only have a maximum one year from date of a payroll payment to dispute issues with the amount of their pay, despite any claim to not being aware of the issue.

**8.3 Step 1**

- (a) Subject to the time limits in Clause 8.2 the employee may present a grievance at this level by:
- (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required and;
  - (3) transmitting this grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall;
- (1) Provide the employee with a receipt stating the date on which the grievance was received.
  - (2) Respond in writing within 14 days of receiving the grievance.
  - (3) Forward the grievance form and the Employer's response at Step 1 to the Human Resources Manager (or designate).

**8.4 Step 2**

The staff representative of the Union (or designate) may advance a grievance at Step 2 to the Employer's Human Resources Manager (or designate) within 14 calendar days after the decision has been conveyed to them by the representative designated by the Employer to handle grievances at Step 1.

**8.5 Time Limit to Reply at Step 2**

The Human Resources Manager (or designate) designated by the Employer to handle grievances at Step 2 shall have 30 calendar days after advancement of the grievance to Step 2 to respond in writing during which time an investigation and/or hearing may be held.

**8.6 Step 3**

The staff representative of the Union (or designate) may advance a grievance at Step 3 to the Chief Operating Officer (or designate) of the Haisla Nation Council within 30 calendar days after the decision has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2.

**8.7 Time Limit to Reply at Step 3**

The Chief Operating Officer (or designate) designated by the Employer to handle grievances at Step 3 shall respond in writing to the grievance within 30 calendar days after advancement of the grievance to Step 3, during which time an investigation and/or hearing may be held.

**8.8 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. Requests for time limit extensions shall not be unreasonably withheld.

**8.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the union staff representative (or designate) may inform the Employer of their intention to submit the dispute to arbitration within 30 calendar days after the Employer's decision has been received.

**8.10 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by facsimile, courier or hand delivery.
- (b) Subject to Section (c) below, grievances, replies and notification to arbitrate shall be deemed to be presented on the day of receipt of facsimile transmission, delivery by the courier or direct hand delivery to the Employer.
- (c) Where a facsimile is used to transmit grievances, replies and notification to arbitrate, the sender must forward the original documents to the recipient by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.
- (d) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post office, within British Columbia, Section (c) shall not apply and originals will be hand delivered or forwarded upon conclusion of the dispute.

**8.11 Dismissal and Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than 20 days or suspension pending investigation, the grievance may be filed directly at arbitration within 30 days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 30 days of the employee receiving such notice.
- (b) In the case of a dispute arising from other suspensions, the grievance may commence at Step 1 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving such notice.

**8.12 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.

**8.13 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Human Resources Manager, or designate, or the Union, as the case may be, within 60 calendar days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 of this agreement.

**8.14 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.

**8.15 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article, other than Clause 8.13, may 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.

**8.16 Amending of Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing within the time limits set out.

**ARTICLE 9 - ARBITRATION****9.1 Arbitration**

(a) Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within 30 days of the receipt of the reply at the third step, of its desire to submit the difference or allegation to arbitration.

(b) A submission of such a difference or allegation to arbitration shall be done in accordance with the administrative provisions of Clause 8.10.

**9.2 Appointment of Arbitrator**

For the purposes of this collective agreement, the persons named in Appendix 4 shall act as single arbitrators and, depending upon availability, shall be assigned in sequence, commencing with the first arbitrator named. The parties agree to give preference to qualified Aboriginal peoples. If none of these arbitrators are available to act within a reasonable period the parties shall request, pursuant to Section 57(4) of the Canada *Labour Code*, that the Minister of Labour appoint an arbitrator to hear the grievance.

**9.3 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.

**9.4 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.

**9.5 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.

**9.6 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.

### **9.7 Expedited Arbitration**

The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for 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 other grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
- (1) dismissals;
  - (2) rejection on probation;
  - (3) suspensions in excess of 20 workdays;
  - (4) policy grievances;
  - (5) grievances requiring substantial interpretation of a provision of the agreement;
  - (6) grievances relating to Article 14 - Hours of Work;
  - (7) grievances requiring presentation of extrinsic evidence;
  - (8) grievances where a party intends to raise a preliminary objection;
  - (9) 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 whose name shall be taken from the list of single arbitrators in Appendix 4.
- (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) The parties will limit their use of authorities.
- (f) All settlements of expedited arbitrations shall be "*without prejudice*".
- (g) The parties shall equally share the cost of fees and expenses of the Arbitrator and hearing room.
- (h) No later than two weeks prior to the scheduled hearing for each grievance, the Union and the Employer 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.
- (i) 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**

- (a) 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.
- (b) Suspensions of five days or less will be removed from an employees file after the expiration of five years from the date it was issued, provided there has not been a further infraction.

**10.4 Dismissal and Suspension Grievance**

Dismissals and suspensions may 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 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 evaluations, which may be applicable to the grievance. 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 their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (b) Upon the expiration of 18 months from the date it was issued any such document, other than official evaluation reports, shall be removed from the employee's file provided there has not been a further infractions.

**10.6 Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read, review and ask questions about the appraisal. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this evaluation report at time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee.

**10.7 Personnel File**

During regular working hours an employee or President of the Union (or designate) with the written authority of the employee shall be entitled to review the employee's personnel file, both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation

of a grievance. Requests to view personnel files must be made in writing to the supervisor at least three days in advance. The viewing will be done in the presence of the supervisor.

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

(a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee has been advised might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken.

(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**

The Employer may dismiss a probationary employee during the probationary period for unsuitability provided that the factors involved in suitability could reasonably be expected to affect work performance in the position to which they have been appointed.

#### **10.10 Abandonment of Position**

An employee who fails to report for work without informing the supervisor for the reason for his absence will be deemed to be away without approved leave (AWOL) and will be disciplined accordingly.

An employee who fails to report for duty for five consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer. Abandonment will result in dismissal.

#### **10.11 Employee Investigation - Paid Administrative Leave**

In the event that the Employer investigates an employee as a result of an allegation, the Employer shall place the employee on paid administrative leave for the duration of its investigation. The Employer shall endeavour to complete the investigation and provide the findings and disposition within one weeks time.

Should the investigation take longer, the Employer and the Union shall agree to an extension of this timeline.

### **ARTICLE 11 - SENIORITY**

#### **11.1 Seniority Defined**

(a) "*Service Seniority*" shall mean the length of continuous service as an employee of the Haisla Nation Council, including service prior to union certification, and shall be based on a last date of hire system.

(b) "*Classification Seniority*" for a regular employee shall be from that date upon which an employee is last appointed to their present classification with the status of a regular employee.

(c) For the purposes of this clause, an employee's service seniority shall be deemed "*continuous*" during periods where they are awaiting recall pursuant to Articles 13 or 30 and during all scheduled non-teaching breaks in the calendar year.

### **11.2 Seniority List**

The Employer shall maintain a service seniority list showing the date each employee commenced employment (Schedule A). An up-to-date service seniority list shall be posted in each Department and sent to the staff representative of the Union on and April 1<sup>st</sup> each year or upon request by 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**

- (a) An employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, shall not accrue seniority for leave periods over 30 calendar days. An employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period. Upon returning the employee shall receive their position back, or a position of equal rank and salary.
- (b) An employee on a claim recognized by the WorkSafeBC shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (c) An employee shall lose their seniority as an employee in the event that:
  - (1) They are discharged for just cause;
  - (2) They are on layoff for more than 12 months;
  - (3) they substitute into or occupies an excluded position for more than six months;
  - (4) subject to Clause 11.4, they voluntarily terminates their employment or abandons their position;
  - (5) following a layoff they fail to return to work when recalled as per the terms of Article 13.

### **11.4 Re-Employment**

An employee who resigns their position and within 90 calendar days is re-employed shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority. Reinstatement and/or re-enrolment of benefits will be as per the guidelines of the Plan Carrier(s).

### **11.5 Care and Nurturing - Bridging of Service**

If a regular employee terminates as a result of a decision to care for a dependent 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 six 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.
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on 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 purpose of the selection process, be credited with recognition for the years of seniority accumulated to the effective date of termination.

### **11.6 Probationary Period**

- (a) All new employees will be placed on a 90 day calendar day probationary period to determine suitability for continued employment.
- (b) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed a further 90 days.

## **ARTICLE 12 - SERVICE CAREER POLICY**

### **12.1 Postings**

- (a) All new or vacant positions within the bargaining unit that are to be filled shall be posted on the bulletin boards for a period of not less than five workdays prior to the closing date.
- (b) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, whether the position is subject to a criminal record check, whether one must be bondable, whether the employee is required to use their vehicle in the performance of the job, whether production of a driver's abstract is required, and, where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (c) Employees who fulfil the qualifications of the job posted shall be given priority in respect of placement in continuous positions, transfers and promotions within the bargaining unit before external applicants are considered for any position covered by this agreement.

### **12.2 Role of Seniority on Promotions and Transfers**

The parties hereto agree that promotions and transfers shall be made on the basis of qualifications, skills, knowledge and ability to fulfil the job requirements. Where two or more applicants are relatively equal based on these criteria, seniority will be the deciding factor.

### **12.3 Letter of Preference**

In order that all permanent employees, and casual employees who have seniority in accordance with Article 30 of this collective agreement, have an equal opportunity to apply on vacant or new bargaining unit positions for which they are qualified, such employees may submit a "*Letter of Preference*" indicating which positions/classifications they wish to apply on. Letters of Preference shall remain valid for six months.

Acceptance of such "*Letters of Preference*" by the Employer is not to be interpreted as giving the employee preference on a job opening or job competition. The acceptance of a "*Letter of Preference*" by the Employer from an employee is simply a recognition of the employee's job interest.

### **12.4 Notification of Job Competition Results**

Unsuccessful in-service applicants to posted positions will be notified of the name and classification of the successful applicant.

This article shall subscribe to the principles outlined in the grievance procedure (Articles 8 and 9).

**12.5 Trial Period on Promotions and Transfers**

In the case of promotions or transfers, a successful applicant shall be placed on trial for a period of up to 60 calendar days. Conditional on satisfactory service, the employee shall be declared to have completed the trial period following the 60 calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the former position, wage or salary rate, without loss of seniority.

**12.6 Disabled, Injured or Older Worker**

Upon agreement of the parties to this agreement, subject to WorkSafeBC Regulations and Insurance Carrier(s) policy the Employer may provide suitable alternate employment and where possible with no reduction in pay rate when, through advancing years, injury, illness or handicap, an employee is unable to perform their normal duties. Such employee shall not displace an employee with more seniority and such requests shall be referred to the Labour-Management Committee for resolution.

**12.7 Transfers Without Posting**

- (a) Lateral transfers or voluntary demotions may be granted without posting for:
  - (1) Substantiated compassionate or medical grounds to employees who have completed their probationary period if appropriate;
  - (2) all employees who have become incapacitated by industrial injury or industrial illness.

**12.8 Positions Temporarily Vacant**

- (a) The Employer agrees that it is not the normal practice to increase an employee's workload as a result of positions being temporarily vacant. However, vacancies of a short duration, or vacancies occurring as a result of unplanned circumstances, or vacancies where a suitable replacement employee is not found, may dictate the necessity of employee(s) being asked to assist in other work areas.
- (b) Should the Employer choose to fill a temporarily vacant position and should the vacancy be known to last for two weeks or longer, the Employer shall give qualified regular employees the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest-paying category.

**12.9 Eligibility List**

From time to time, the Employer may wish to establish an eligibility list for a particular job classification or classifications. Eligibility list shall be maintained for a period of three months and the Union shall be notified in advance of the Employer's intent to establish an eligibility list and who is placed on that list.

**ARTICLE 13 - LAYOFF AND RECALL****13.1 Notification of Workforce Adjustment**

- (a) The Employer will provide to the Union a list of vacant positions and a list of all employees issued notices, laid off, retired, in receipt of severance pay or placed pursuant to Article 13.
- (b) The Employer agrees to supply the Union with as much advance notice as possible of expected position redundancies and employees to be designated for layoff.

### 13.2 Pre-Layoff Canvass

(a) Where the Employer identifies to the Union a need to proceed with a layoff of employees pursuant to Clause 13.1, the Employer's intent to canvass an employee or group of employees within the area identified for reduction in order to invite, on a voluntary basis:

- (1) placement of an employee(s) into a vacant position(s); or
- (2) resignation of an employee(s) with severance and other benefits as provided in Article 13; or
- (3) where eligible, early retirement.

(b) Where an employee(s) selects an option or accepts an offer of placement, which shall be confirmed in writing by the Employer, such acceptance is final and binding on the employee.

(c) Individual employee responses to the pre-layoff canvass will only be considered by the Employer if submitted within 10 days of written notification of the pre-layoff canvass to the employee, or group of employees, and to the Union.

### 13.3 Layoff and Recall

(a) *Menu of Labour Adjustment Strategies*

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, be offered by the Employer are the appropriate time in the employee reduction during periods of funding shortfalls and reductions on the workforce.

- (1) Job sharing;
- (2) Reduced hours of work through partial leaves;
- (3) Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required;
- (4) Unpaid leaves of absence for use to seek alternative employment, retirement adjustment, retraining as per Canadian *Labour Code* provisions;
- (5) Voluntary severance;
- (6) Purchasing of past pensionable service. If permissible the Employer will match a minimum of three year's contribution to the Pension plan where than employee opts for early retirement;
- (7) Early retirement incentives;
- (8) Agreed secondment (to another agency, or other department of Haisla Nation Council);
- (9) Retraining;
- (10) Continuation of health and welfare benefits;
- (11) Combinations and variation of all of the above;
- (12) Increase seniority recall provisions to two years when the layoff is a result of labour force adjustment (funding issues);
- (13) Any other mutually agreed upon alternatives.

**13.4 Redundancy**

In the event a position(s) redundancy is required then such position redundancy shall occur in reverse order of service seniority within a classification. Such layoffs shall occur as per Article 13.8.

**13.5 Orientation Period**

Employees who assume a new position pursuant to this article will receive job orientation including, where deemed appropriate, current in-service training. For the purposes of the application of this article, such orientation period will be for a reasonable period of time not to exceed the probationary period. The employee will be assessed through regular performance appraisals.

**13.6 Layoff Notice**

A regular employee who is issued a layoff notice shall receive the following periods of notice:

- (a) During the first year of employment two weeks' notice, and
- (b) After the completion of a period of employment of one year, one additional weeks' notice for each subsequent year of employment up to a maximum of eight weeks' notice.
- (c) If an employee has not had the opportunity to work the days as provided in the article, the employee shall be paid for the days for which work was not available.
- (d) The Employer is not required to issue employees who work only for the school year a notice of layoff for the periods when the school is not open.

**13.7 Layoff Options**

A regular employee who is issued layoff notice shall elect one of the following options within two calendar weeks:

- (a) to displace a junior regular employee as follows:
  - (1) displacement of a junior regular employee in the same classification; or,
  - (2) if there are no displacement options in above, displacement of a junior regular employee in another classification for which the laid off employee is qualified.
- (b) to be placed on the regular recall list;
- (c) to displace the casual employee with the longest remaining appointment for which they are qualified and/or to be placed on a list for both regular and casual recall. An employee electing this option shall accrue regular seniority for all work assignments for which they have been recalled, however, the rate of pay for work available under this option shall be commensurate with the actual classification of the work assignment offered. Upon completion of each work assignment and for the purposes of Clause 11.3(c)(2), they shall re-establish their right to a further 12 months of recall;
- (d) to elect retirement as per the retirement plan outlined under the rules in force by the Plan Carrier(s).
- (e) to sever their employment and receive severance pay based on as follows:
  - (1) two weeks current salary for each year, or portion thereof, and;
  - (2) the employee will not receive an amount greater than six months current salary.

**13.8 Recall for Regular Employees**

- (a) Regular employees who are laid off shall be placed on a recall list for 12 months.
- (b) No new regular employees shall be hired until employees on the regular recall list are recalled as specified in Clause 13.8(c).
- (c) A regular employee who opts to remain on the recall list shall be recalled in order of service seniority within the comparable classification provided they possess the skills and abilities to perform the job.
- (d) The Employer will attempt to reach the regular employee for regular position(s) by telephone first, and then by registered letter. The Employer will attempt to contact the regular employee for two weeks before assigning the regular position to another person.
- (e) It is the responsibility of the laid off employee to ensure that the Employer is kept notified of their current mailing address, telephone number and availability.
- (f) If the recalled employee with the most service seniority is unavailable or refuses work, the employee with the next highest service seniority in the classification shall be recalled.
- (g)
  - (1) A regular employee who elects recall pursuant to Clauses 13.8(a) and (b) shall remain on the regular recall list for 12 months from their date of layoff or until such time as they decline or do not respond to an offer of regular work. They shall not lose their service seniority during that period.
  - (2) However, seniority shall be accrued and wages and other benefits shall be paid only for periods worked.
- (h) When a regular employee initially displaces a casual employee in accordance with Clause 13.7(b), and there is no break in service, they shall remain on the benefit plans for which they are eligible, accrue but not be entitled to schedule vacation leave, and remain covered by the provisions of Article 19 for the duration of that appointment.
- (i) A regular employee on the recall list may continue on the benefit plans for which they are eligible, according to the rules of eligibility of the Insurance and Plan carriers (Basic Medical Plan, Dental, Extended Health Care, Accidental Death and Dismemberment, and Group Life) by prepaying the premiums for such coverage.

**ARTICLE 14 - HOURS OF WORK****14.1 Hours of Work**

The regular workday for full-time employees shall consist of a scheduled period of seven hours of work between the hours of 8:00 a.m. and 4:00 p.m., plus a one hour unpaid break for a meal.

The regular workday for part-time employees shall consist of a scheduled period of time as determined by the Employer to occur between the hours of 8:00 a.m. and 4:00 p.m., plus if applicable, a one hour unpaid break for a meal.

**14.2 Work Schedule Changes**

An employee will be given notice of 48 hours of any changes to their schedule of work hours.

### 14.3 Rest Periods

All employees shall be permitted a 15 minute rest period, both in the first half and in the second half of a regular day shift, to be taken on the premises at a designated time as mutually agreed between the Employer and employee(s).

### 14.4 Meal Periods

The scheduling and length of meal periods shall be mutually agreed upon, however, meal periods shall not be less than one-half hour, or exceed one hour, except that when adequate facilities are not available during inclement weather, employees may carry on with their duties during the normal break, subject to the approval of their local supervisor. On such occasion the employee(s) shall terminate their regular day's work earlier by the length of the missed meal break.

### 14.5 Minimum Hours and Reporting Pay

(a) In the event that a casual employee is sent home prior to the completion of their shift, they shall be paid for the actual hours worked or for a minimum of four hours, whichever is greater unless the employee is unfit to perform their duties or has failed to comply with Part 2 of the *Canada Labour Code*.

In the event that a casual employee reports for work but is sent home before commencing work, the employee shall be paid for two hours at the employee's regular rate, unless the employee was advised by the Employer in advance not to report to work.

(b) Regular employees shall not suffer any loss of pay in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery or supplies or by reason of power failure or other external circumstances not attributable to the employees.

(c) In the event that a casual employee is called to work by the Employer and is subsequently called in before or during their scheduled shift to not report to work and/or go home due to an act of God (eg: Tsunami warnings), which has precipitated a school closure, the employee will be paid as per (a) or (b) above.

### 14.6 Staff Meetings

Where employees are required to attend staff meetings such time shall be considered time worked for the purposes of this article and Article 16.

### 14.7 Extra-Curricular Activities

It is recognized by the Employer and the Union that extra-curricular activities are assumed by Education Department employees on an individual and voluntary basis.

### 14.8 Shift Schedule

The Employer agrees that the only shift to be worked is "*Day Shift*". "*Day Shift*" shall include hours worked which start between 4:30 a.m. and 1.59 p.m.

The Employer shall post the schedule of working hours for all employees. An employee will be given at least 48 hours notice of any change to their working hours.

Should a shift schedule, which would include hours outside of a day shift be required, the Employer and the Union will meet to discuss and implement a letter of understanding regarding shift work.

## ARTICLE 15 - OVERTIME

### 15.1 Definitions

- (a) "*Overtime*" compensation will take effect on all hours worked in excess of seven hours per day or 35 hours per week.
- (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.
- (d) "*Double-time*" means twice the straight-time rate.

### 15.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer or such person acting on the Employer's authority.

### 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 15-minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.

### 15.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

### 15.5 Sharing of Overtime

Overtime work shall be allocated equitably to qualified employees considering their availability and location. Records of overtime worked shall be made available upon request.

### 15.6 Overtime Compensation

The Employer and the Union agree that an employee may choose to receive compensation in pay at the applicable rates or receive equivalent compensatory time off in lieu of overtime for any overtime worked. An employee authorized to work overtime shall receive time off at the appropriate overtime rate at a time mutually agreeable to the employee and the Employer as follows:

- (a) For the first two hours over the regular workday overtime shall be compensated at one and one-half times the regular rate of pay.
- (b) After the first two hours of overtime, all additional hours of overtime shall be compensated at double the regular rate of pay.
- (c) If a full-time employee is required to work on a statutory holiday, the employee shall be compensated at one and one-half times the regular rate of pay for the hours worked plus a day off in lieu of the statutory holiday. The time off to be scheduled at a mutually agreeable time between the Employer and the employee.
- (d) An employee on authorized travel status will have their regular wages maintained during the course of such travel. An employee who has been asked by their supervisor or management representative to travel on special Haisla Nation Council business such as meetings, etc. (not

courses/seminars) and must travel outside of their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer shall determine the means of such travel.

(e) An employee who works overtime on their day of rest will be compensated in accordance with Clause 15.6(a) and (b).

(f) Employees who have banked overtime hours remaining at fiscal year end (March 31<sup>st</sup>) shall be entitled to transfer those hours into the next fiscal year, up to a maximum of 16 hours. Any remaining overtime hours shall be paid out.

### **15.7 No Layoff to Compensate for Overtime**

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

### **15.8 Right to Refuse Overtime**

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing. An employee on standby shall not have the right to refuse callout for overtime work.

### **15.9 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.

### **15.10 Callout Compensation**

An employee who is called back to work outside their regular working hours shall be compensated for a minimum of three hours at the applicable rates in accordance with Clause 15.6. The employee shall be compensated from the time they leave their home to report for duty until the time they arrives back upon proceeding directly to and from work. Travel time shall not exceed one-half hour each way.

### **15.11 Rest Interval After Overtime**

An employee required to work overtime immediately following their regularly-scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of their next regular shift. If eight clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift.

## **ARTICLE 16 - PAID HOLIDAYS**

### **16.1 Paid Holidays**

Eligible employees shall be entitled to the following holidays with pay at the regular rate:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day

Easter Monday	Remembrance Day
Victoria Day	Christmas Day
National Indigenous Day	Boxing Day
Canada Day	

Any other holiday proclaimed as a holiday by the federal government or by the Haisla Nation Council (notwithstanding Clauses 15.6 and 15.9) for the locality in which the employee is working shall also be a paid holiday.

### **16.2 Holidays Falling on a Day of Rest**

When a paid holiday falls on an employee's day of rest (Saturday or Sunday), the employee shall be entitled to a day off with pay in lieu. Should the holiday not be proclaimed as being observed on some specific day, the day off in lieu will be observed on the following Monday for the purpose of this agreement.

If an employee is called in to work on a day designated as the lieu day pursuant to (a) above, they shall be compensated as described in Clause 15.6.

### **16.3 Holiday Falling on a Scheduled Workday**

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

### **16.4 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.

### **16.5 Christmas Closure**

The Union understands that it is custom and practice for Haisla Nation Council to annually decide upon and issue a Band Council Resolution regarding the Christmas closure of its operations.

The Employer agrees that whatever plan for Christmas closure is implemented, such plan will include the Education Department support staff.

### **16.6 Spring Break**

Though school classes cease during Spring Break, support staff are not entitled to time off with pay for such closure. Time off will be without pay unless such employees wish to use earned vacation time or banked "*in lieu*" overtime.

Should the supervisor require any of the employees to work during some or all of the break, such work will be at the regular rate of pay.

### **16.7 Paid Holiday Pay**

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher-paid position than their regular position for a majority of the 60 workdays preceding a paid holiday, in which case they shall receive the higher pay. For employees who work in excess of seven hours per day, they shall receive the higher rate if they have been working in a higher-paid position for a majority of the 420 working hours preceding a paid holiday.

## ARTICLE 17 - ANNUAL VACATIONS

### 17.1 Annual Vacation Entitlement

- (a) For the purposes of this article a "*vacation year*" shall be the fiscal year commencing April 1<sup>st</sup> and ending March 31<sup>st</sup>. The "*first vacation year*" is the fiscal year in which the employee's first anniversary falls.
- (b) A regular full-time employee who has received at least 10 days pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

Vacation Years	Workdays	Hours
first to third	12	84
fourth to tenth	15	105
eleventh to twentieth	20	140
twenty-first and on	25	175

- (c) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

### 17.2 Vacation Earnings for Partial years

During the first partial year of service a new employee will earn vacation at the rate of one day for each month for which they earned 10 days/70 hours pay.

### 17.3 Vacation Scheduling

- (a) With the exception of authorized carryover, the scheduling and taking of vacations shall be on a fiscal year basis. "*fiscal year*", for the purpose of this agreement, shall mean the 12 month period from April 1<sup>st</sup> to March 31<sup>st</sup> inclusive.
- (b) Preference in the selection and allocation of vacation time shall be determined within each work unit on the basis of service seniority. Where an employee chooses to split their vacation, their second choice of vacation time shall be made only after all other employees concerned have made their initial selection.
- (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 Vacation Pay

- (a) Payment for vacation leave will be at an employee's basic rate, except if an employee has been working in a higher-paid position than their regular position for a majority of the 60 workdays preceding their vacation, in which case they shall receive the higher rate.
- (b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing.
- (c) Temporary and casual employees shall receive 4% vacation pay.

### 17.5 Approved Leave of Absence With Pay During Vacation

When an employee is qualified for Short-Term Disability or Bereavement Leave, required for Jury Duty, or suffers a debilitating illness which is substantiated by a doctor, during their vacation period, there shall be no deduction from their 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 at the time of such leave and provide the necessary documentation within seven days of returning to work.

#### **17.6 Vacation Carryover**

An employee shall have the option of carrying over vacation credits from one fiscal year to the next, up to a maximum of 50% of total annual credits. No more than one and one-half times the accumulated annual credit amount may be carried over from one fiscal year to the next. In addition, the Chief Operating Officer, in consultation with each employee, shall prepare a schedule of vacation leave, and post the said schedule in the administrative office.

#### **17.7 Callback on Vacation**

Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency. An employee will be reaccredited one day/seven hours for each vacation day or portion of a vacation day disrupted by a callback.

#### **17.8 Vacation Leave on Retirement**

An employee scheduled to retire shall ensure that all vacation credit is used and taken prior to retirement.

#### **17.9 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's estate.

#### **17.10 Vacation Pay Upon Termination**

An employee whose employment ceases prior to taking their vacation entitlement shall be paid an amount equal to the vacation pay they are entitled to up to the time of termination.

Where an employee has taken more vacation than earned, the unearned portion taken shall be recovered by the Employer in the final paycheque of the employee.

### **ARTICLE 18 - SICK LEAVE**

#### **18.1 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay for legitimate illness as recognized by a licensed medical practitioner. Absences over three workdays in duration must be substantiated with a medical certificate should the Employer require it or if circumstances warrant.

#### **18.2 Sick Leave Accrual**

- (a) Sick leave shall be earned at a rate of one and one half days for every month worked. Such leave shall be accumulated and used as necessary in accordance with Clause 18.1 if circumstances warrant.
- (b) Upon request, an employee shall be provided with an accounting of their sick leave bank utilization and balance.
- (c) Sick pay shall be paid at the employee's current rate of pay on the occasion of each sick day.
- (d) It is agreed by the parties that there shall be no cash payouts of sick leave entitlement.
- (e) Sick leave unused in any year shall accumulate on an employee's record of sick leave to a maximum of 10 days.

- (f) The cost of supplying medical confirmation required by the Employer shall be borne by the Employer.

### 18.3 Notification of Absence

An employee who is sick is responsible to notify the supervisor before the beginning of the shift of such absence. If the supervisor is not available, another management employee or the school secretary should be contacted. Failure to provide proper notification may result in disciplinary action, if circumstances warrant.

## ARTICLE 19 - SPECIAL AND OTHER LEAVE

### 19.1 Bereavement Leave

- (a) An employee shall be granted a maximum of five regularly scheduled consecutive workdays' leave without loss of pay or benefits, in the case of the death of an immediate family member, and a maximum of three days for other members of their family.
- (b) "*Immediate family*" is defined as an employee's spouse, parent, child (includes adopted and stepchildren), stepparent, brother, sister, stepbrother, stepsisters, grandparents and grandchild, father/mother-in-law, aunt and uncle. The Employer may request proof of blood lineage when processing an application for this bereavement leave clause.
- (c) "*Other family member*" is defined as guardian, foster child or child ward of the employee, niece, nephew, sister/brother-in-law and sibling-like relationship raised in the same household.
- (d) When travel outside of the local area (more than four hours drive one way) is required to attend the funeral of anyone referred to in Clauses 19.1(b) and (c), the employee shall be granted up to three additional regularly scheduled workdays' leave without loss of pay or benefits. Proof of such travel, i.e. receipts, will be requested by Employer.
- (e) Employees who wish to attend to funeral services taking place in the Village, and who are not family members as outline in Clause 19.1(b) and (c) may apply for other leave described in this collective agreement.
- (f) Should the Employer decide to close the Haisla Community School for the funeral of a Band Member, employees so affected will not lose pay or benefits for the closure period.
- (g) An employee may choose to defer one of their bereavement entitlement days to be used for ceremonial reasons, i.e. Settlement Feast, Stone Moving, etc., related to the death of the family member. Any employee wishing to defer one of these days will be responsible to keep a copy of the original leave request and time sheet to be provided at the time they plan to take the additional day. Failure to provide a copy of the original leave request and time sheet may result in a denial of the leave if the Employer does not have the original forms.
- (h) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

### 19.2 Special Leave

Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:

- (a) marriage of the employee .....two days;
- (b) attend wedding of the employee's child .....one day;

- (c) birth or adoption of the employee's child .....two days;
- (d) serious household or domestic emergency.....one day;
- (e) attend their formal hearing to become a Canadian citizen.....one day;
- (f) attend funeral as pallbearer .....one day;
- (g) court appearance for a hearing concerning an employee's child .....one day.
- (h) serious illness – spouse, child, parent or stepparent .....two days.
- (i) attend a funeral .....one-half day.

Approval of any of the above leaves may be subject to proof by documentation. The maximum number of days under this clause to be used in any one fiscal year shall be six. These leaves are not cumulative from year to year.

### **19.3 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 to seek election in a municipal, provincial, federal, First Nation or other Indigenous election for a maximum period of 90 days where operationally feasible;
- (b) for employees elected to a public office for a maximum period of four 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 where operationally feasible, upon request;
- (d) for an employee elected to the position of President or Treasurer of the B.C. General Employees' Union for a period of three years.

### **19.4 Leave for Court Appearance**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses or are attending court at the request of the Employer or as a result of a subpoena or a summons, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending court appearance, such leave of absence shall be without pay.

### **19.5 Elections**

An employee eligible to vote in a federal, provincial, municipal or first nation election or a referendum shall have four consecutive clear hours prior to closing of polls.

### **19.6 General Leave**

- (a) Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee requesting such leave. Such request to be in writing and approved by the Employer. Approval shall not be unreasonably withheld.

- (b) In the event that the circumstances on which the leave was based change significantly, an employee may return to duty earlier than contemplated. The Employer shall be notified at least 20 workdays prior to the revised date of return.
- (c) Employees on leave of absence may continue participation in employee benefits provided that:
- (1) The plans allow such participation;
  - (2) The participation is not cost to the Employer;
  - (3) The employee maintains participation in all plans enrolled in prior to leave.

### **19.7 Leave for Writing Examinations**

Leave of absence with pay may be granted to allow employees time to write examinations for courses approved by the Employer. Such leave shall not be unreasonably withheld.

### **19.8 Leave for Taking a Course**

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer.
- (b) An employee who wishes to enroll in courses related to their employment must make a request in writing to the Employer outlining the reasons for attending and any benefit to be gained by the Employer. An employee who receives such approval may be granted leave with partial pay.
- (c) An employee wishing to enroll in courses not directly related to their employment, must make a written request to the Employer outlining the reasons for attending and any benefit to be gained by the Employer. An employee who receives such approval may be granted an unpaid leave of absence.

### **19.9 Leave for Medical and Dental Care**

- (a) Where it is not possible for an employee to schedule their medical and/or dental appointment outside of regular work hours, reasonable time off for such appointments may be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 18.1.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick credits described in Clause 18.1 the necessary return travelling time to the nearest medical centre in order to receive medical and dental care for themselves and/or their dependent children. Such leave must be substantiated with a certificate of a qualified and licensed medical or dental practitioner.

### **19.10 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to 28 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Article 11.3(a), there will be no interruption in the accrual of seniority or eligibility for benefits under Article 24 and Appendix 1.

## **ARTICLE 20 - MATERNITY LEAVE**

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 will give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will 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 will give four 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 17 consecutive weeks.
- (b) The period of maternity leave will commence not earlier than 13 weeks before the expected date of delivery and end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period later than 17 weeks after the leave begins.
- (c) A request for shorter period under Article 20.1(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 qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon 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 qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

### **20.2 Adoption and Parental Leave**

- (a) Upon application, and employee will be granted leave of absence for 63 consecutive weeks or for up to 37 weeks following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will 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 (Maternity, Adoption and Parental Leave).
  - (2) In the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to 62 consecutive weeks commencing within the 78 week period following the birth of a child.
  - (3) In the case of an adopting parent, up to 62 consecutive weeks commencing 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-week period preceding the date the adopted child comes into the actual care and custody of the parent.
  - (4) Where both parents are employees of the Employer, the employees shall determine the appointment of parental leave between them.
- (c) If the child suffers from physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical

practitioner 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 (Maternity, Adoption and Parental Leave) 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 20.1 (Maternity Leave) and 20.2 (Adoption and Parental Leave) in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Article 20.1(f) (Maternity Leave) and/or 20.2(c) (Adoption and Parental Leave).

### **20.5 Return from Leave**

- (a) On return from leave, an employee will be placed in their former position.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 20.1 (Maternity Leave) or 20.2 (Adoption and Parental Leave).

### **20.6 Benefit Plan**

If an employee maintains coverage for benefit plans while on maternity, adoption or parental leave, the Employer agrees to pay the Employer's share of these premiums.

### **20.7 Seniority Rights on Return to Work**

- (a) An employee who returns to work after the expiration of the maternity and/or adoption and parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within four weeks prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Article 11.5 (Bridging of Service) and/or Article 20.9 (Extended Child Care Leave).
- (c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

### **20.8 Sick Leave Credits**

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioners statement or report. They may use this leave until all danger from such disease or condition no longer exists.

### **20.9 Extended Child Care Leave**

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Article 20.1 (Maternity Leave) and 20.2 (Adoption and Parental Leave), an employee may be granted a further unpaid leave of absence not to exceed one year depending on operational requirements.

It is agreed and understood that leaves under this article shall not be unreasonably withheld.

An employee wishing continued coverage under any applicable benefits plans will pay the total premium costs while on extended child care leave.

An employee on extended child care leave will provide the Employer with at least four weeks written notice of return from such leave.

Upon return from extended child care leave, an employee will be placed in their former position.

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

### **21.1 Statutory Compliance**

The Union and the Employer agree that regulations made pursuant to the *Canada Labour Code*, *Workers Compensation Act*, the *Factories Act*, or any other statute applicable to the working environment, shall be fully complied with. First Aid Attendants, kits and equipment shall be supplied by the Employer in accordance with this article.

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

- (a) A union representative shall be appointed by the Union and an employer representative shall be appointed by the Employer.
- (b) Any 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 WorkSafeBC Regulations and/or *Canada Labour Code*.
- (d) The parties agree to participate in developing a program to reduce risk of occupational injury or illness. Policies and procedures relating to health and safety will be recommended by the Committee for implementation by the Employer.
- (e) The Committee will meet at least once per month or at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload.
- (f) The Committee will carry out all the functions and duties as per the *Canada Labour Code* and Part 3, Division 4, Section 130 of the *Workers Compensation Act*.

Each worksite will have a Joint Health and Safety Committee and membership will be as follows:

- (1) The Committee will be comprised of a minimum of two worker representatives appointed by the Union and two employer representatives appointed by the Employer. In no case will the Employer's members outnumber those of the Union. Worker representative alternates will also be appointed to the Committee by the Union and will be afforded the same rights and responsibilities as a regular member of the Committee.
- (2) A worker co-chair will be elected from the worker representatives of the Committee and the Employer co-chair will be appointed by the Employer.
- (g) Worker representatives of the Committee shall not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as a committee member in accordance with the *Canada Labour Code* and *Workers Compensation Act*. This includes mileage and any other reasonable costs. Worker representatives will be granted two hours to meet together to prepare for each committee meeting. Where the meeting is held outside the committee

members' regular working hours, committee members will receive straight-time pay and any other reasonable costs.

Worker representatives shall be released from their regular duties to attend Committee meetings and perform related duties and functions as set out in the *Canada Labour Code* and Section 130 of the *Workers Compensation Act*. The Employer will reassign the work that otherwise would have been performed by the worker representative. This may include backfilling the employee for all or part of their time spent away from their work duties.

(h) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the worker representatives of the Committee.

(i) A worker representative will be entitled to annual employer paid leave to attend union sponsored occupational health and safety training courses. If OHS training falls on the worker representative's regular time off, the worker representative will be compensated for all hours while attending the training.

(j) Where the worker representative is appointed to serve on the Committee for the first time, the Employer will provide that representative with one day of paid education leave, in addition to that required by law, during the first six months in which they serve on the Committee for the purposes of attending Committee Orientation training courses conducted by the union.

Where the worksites exist with less than five employees working there, a worker representative from each such worksite will attend meetings of the Committee. This representative will be appointed by the Union as per Section 128 of the *Act*. Meetings will be held on a monthly basis. The worker representatives have the same duties and functions as a joint committee member.

### **21.3 Unsafe Work Conditions**

(a) An employee may exercise their right to refuse to do unsafe work pursuant to the *Canada Labour Code*, Section 3.12 of the Occupational Health and Safety Regulation and Part 3, Division 6 of the *Workers Compensation Act*.

(b) An employee must not be subject to discriminatory or disciplinary action pursuant to the *Canada Labour Code* and Section 3.13(1) of the Occupational Health and Safety Regulations outlined in Information Appendix B and Part 3, Division 6 of the *Workers Compensation Act*.

### **21.4 Investigation of Incidents**

(a) All accidents occurring at the bargaining unit members' place of work shall be investigated jointly by the appointed safety representative and the supervisor or his delegate.

(b) Reports shall be submitted on an Accident Investigation Form, which may be amended by mutual agreement, and copies sent to:

- (1) The Workers' Compensation Board, if applicable;
- (2) The Employer's designate;
- (3) The Union's safety representative.

(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.

(d) Pursuant to the *Canada Labour Code* and the *Workers Compensation Act*, Part 3, Division 10 governing Accident Reporting and Investigations, all accidents/incidents shall be jointly investigated by

at least one worker representative and one employer representative. This will include motor vehicle incidents and incidents that did not involve an injury to a worker, or involved only minor injury not requiring medical treatment, but had the potential for causing serious injury to a worker.

The designated worker representative shall be released from their regular duties to participate in the investigation. The Employer will reassign the work that would have otherwise been performed by the worker representative for the duration of the investigation. This may include replacement of the employee. Where the investigation is scheduled outside the worker representative's regular hours, they will be paid at the applicable rate of pay.

A preliminary investigation will be completed within 48 hours and a preliminary and corrective action report will be posted and provided to the Committee. The full investigation will be completed within 30 days with the full investigation and corrective action report submitted on a mutually agreed accident/incident investigation form. Copies will be sent to the Workers' Compensation Board, Occupational Health and Safety Committee, each employer representative and each worker representative.

(e) If the Employer's representative is a member of the bargaining unit, nothing in this clause restricts the right of the Employer to require their representative in (a) above to complete other reports related to the accident under investigation.

(f) In the event of a fatality the Employer shall immediately notify the Union President, or designate of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above. Time spent in incident investigation will be considered time worked based on the employee's classification in effect at the time of the investigation. Applicable overtime rates will also be paid.

### **21.5 Occupational First Aid Requirements and Courses**

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Canada Labour Code* and *Workers Compensation Act* shall be fully complied with.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.

### **21.6 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home by the doctor for such injury shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave.

### **21.7 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 most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

### **21.8 Pollution Control**

The Employer and the Union agree, to the maximum possible degree, to limit all forms of environmental pollution.

**21.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**

Where the employees are required to work with, or are exposed to any dangerous goods, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification safe handling, use, storage, and/or disposal of same.

**21.10 Employee Working Alone**

Check in procedures will be implemented to ensure the safety of all employees who work alone or in isolation where assistance would not be readily available to the worker.

Before a worker is assigned to work alone or in isolation, the Employer must identify any hazards and assess the risk to the worker and eliminate or minimize the risk from the hazard. The Employer must develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation.

The procedure must include the time interval between checks and the procedure to follow in the event the worker cannot be contacted, including provisions for emergency rescue. A person must be designated to establish contact with the worker at predetermined intervals and the results must be recorded by the person. A check at the end of the work shift must be done.

The procedure(s) must be developed in consultation with the committee and the worker assigned to work alone or in isolation.

**21.11 Communicable Disease Protection**

(a) The parties to this agreement share a desire to prevent acquisition and transmission of communicable disease where employees may come into contact with a person and/or possessions of a person with a communicable disease.

(b) In respect of communicable diseases and basic hygiene, it is the intent of the parties, to work out a schedule with the Haisla Community Health Centre, which would involve the nursing staff making regular visits to the school in order to provide education on the following issues:

- (1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;
- (2) post-exposure protocols;
- (3) measures necessary for the establishment of a work environment with minimal risk to exposure to or infection by communicable diseases.

(c) Where vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.

(d) Where an employee has contracted scabies, lice, or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts during the 24-hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.

(e) The Employer will, in consultation with the Committee, develop and implement measures necessary for the establishment of a work environment to prevent acquisition and transmission of a communicable disease.

Measures will include but are not limited to:

- (1) Preventative protocol measure including education, hygiene, protective equipment/apparel and vaccinations;
- (2) Post-exposure protocols;
- (3) Measures necessary for the establishment of a work environment with minimal risk to exposure or infection by communicable diseases.

(f) The Employer may provide, as needed, information sessions/in-service to educate employees regarding communicable diseases as part of the program. Time spent by employees at these session without loss of pay.

(g) The examination of students for communicable diseases or infestations shall not be the responsibility of a member of the bargaining unit. However, an employee who suspects a child that may have a communicable disease or infestation shall report the concern to the Principal for investigation. There will be a logbook or an incident report form completed to record the incident.

On such occasions, the Principal will ensure a qualified health professional will follow up on each situation.

#### **21.12 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.

(b) The Employer and the Union agree to encourage the reporting of all incidents of violence.

(c) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, a person in care, or another member of the public, subject to statutory limitation.

(d) Immediate critical incident stress debriefing and post-traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

(e) The Employer shall report all incidents of physical violence including threats of physical violence as required in the appropriate OH&S regulations.

(f) Where an Education Assistant is assigned to a classroom and circumstances arise where a teacher is not there, the Employer shall make every effort to call in another Education Assistant to fulfill the staffing compliments of the classroom. Therefore, the Employer will establish and maintain an Education Assistant substitute list.

The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees. Employees will receive training during working hours in recognizing and handling such threats to safety. The Employer will use the joint union training on the prevention of violence. The Union will not charge the Employer for this course.

The Committee will be consulted to determine the applicable physical and procedural measures that will be implemented. An employee serving clients in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.

The Employer will provide the employee with pertinent information on clients with the potential of violence, physical aggression, and/or verbal abuse within any particular workplace. The employee will be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate critical incident defusing, debriefing support and, where deemed appropriate by a qualified medical practitioner, post traumatic counselling for individuals who have been exposed to violence of an unusual nature, including but not limited to physical or psychological violence, death of a colleague or client death or a series of such incidents. Appropriate resources will be made available to employees as soon as possible by qualified outside practitioners. Where an employee requires time off to attend critical incident defusing, debriefing or post traumatic counselling, it will be without loss of pay or benefits.

At the request of an employee who may be exposed to violence, physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within 10 days.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Committee, after review of the circumstance, may request a review by WorkSafeBC.

Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WorkSafeBC counselling and such other support as may be reasonably available.

An employee in need of assistance may call the WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information at all worksites.

### **21.13 Hazardous Environmental Conditions**

When the school is closed due to inclement weather, power failure or hazardous road conditions, the Principal shall decide if employees should report to work. An employee who has been advised not to report or who has been sent home as a result of hazardous road conditions, inclement weather or power failure, shall not suffer loss of earnings for the time which work was not possible.

### **21.14 Safe Working Conditions**

A safe and clean working environment is essential to carry out work assignments. The Employer will provide health and safety orientation before a new or young worker carries out their first shift.

The Employer will provide health and safety orientation or in-service which is necessary for safe techniques for lifting and supporting clients/residents, the safe performance of work, the safe use of equipment, and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes.

In accordance with the *Canada Labour Code* and the Workers' Compensation Occupational Health and Safety Regulations Section 5, the Employer agrees to establish a joint process for determining the content and provision of all training packages related to WHMIS 2015 with the full implementation of this system by April 1, 2020. The Employer commits to the use of environmentally friendly products.

### **21.15 Mental Health**

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health. The Employer will support the provision of education and training in Mental Health First Aid for the health and safety representatives including stewards and members of the joint

labour management committee. The course will be provided at the Employer's expense and participants shall be given leave to attend with full pay, benefits and without loss of seniority.

### **21.16 Strain Injury Prevention**

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain and injuries or illnesses which are work related.
- (b) Local Occupational Health and Safety Committees (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
  - (1) The work methods and practices;
  - (2) The layout and condition of the workplace and workstation;
  - (3) The characteristics of objects or equipment handled;
  - (4) The environmental conditions;
  - (5) The physical and psychological demands of work;
  - (6) In a manner consistent with the *Canada Labour Code* and WCB regulation, policy and guidelines and developed by the Joint Occupational Health and Safety Committee.
- (c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advise with respect to the risk factors noted in (b). Where appropriate, such advice will be sought from resources which will include the join occupational health and safety committee or worker health and safety representatives.

### **21.17 Hearing Examinations**

Hearing examinations required pursuant to the *Canada Labour Code* and the Workers' Compensation Occupational Health and Safety Regulations shall be conducted during working hours without loss of pay.

### **21.18 Domestic Violence**

The Employer agrees they have a legal responsibility to protect workers from all forms of violence in the workplace including domestic violence that could impact employees in the workplace. As such, policies and safe work procedures will be developed to increase employee awareness, education and training in the prevention of injury or illness from domestic violence.

## **ARTICLE 22 - TECHNOLOGICAL CHANGE**

### **22.1 Recognition**

- (a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.
- (b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.

### **22.2 Notice**

When the Employer intends to introduce a technological change:

- (a) The Employer agrees to notify the President of the Union (or designate) 90 days in advance of its intention to introduce a technological change as defined in this agreement.
- (b) The Employer shall provide the Union with a detailed description of the change it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

**22.3 Data To Be Provided**

The notice required pursuant to Clause 22.2 shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change and the rationale for the change;
- (b) the date on which the Employer proposes to effect the change;
- (c) the approximate number, type, and location of employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employees' working conditions and terms of employment;
- (e) all other pertinent data relating to the anticipated effects on employees.

**22.4 Consultations**

Once notice of a technological change has been given pursuant to Article 22.2 of this agreement, the Employer shall negotiate with the Union ways in which employees in the bargaining unit who may be affected can adjust to the effects of the technological change wherever possible.

**22.5 Resulting Agreements**

Where the parties agree to appropriate solutions to the problems arising out of the intended technological change, the solutions shall be prepared as a Letter of agreement between the parties and such Letter of agreement shall have the same effect as the provisions of the existing collective agreement and shall be subject to the grievance procedure, up to and including arbitration, or may be subject to referral pursuant to the applicable provisions of the *Canada Labour Code*.

**22.6 Failure to Agree**

Where the parties do not reach agreement within 60 calendar days after the date on which the Union has received notification from the Employer of its intention of introduction of a technological change, and various matters remain unresolved, the parties shall refer such matters pursuant to the applicable provisions of the *Canada Labour Code* or to arbitration within 21 calendar days of their failure to agree.

**ARTICLE 23 - CONTRACTING OUT****23.1 No Contracting Out**

The Employer agrees not to contract out any bargaining unit work, described in an employee's job description, which would result in the laying off of such employees.

**ARTICLE 24 - HEALTH AND WELFARE****24.1 Benefits and Amount of Coverage**

Regular employees who work more than 25 hours per week will receive health and welfare benefits, as set out in the Benefit Booklet in Appendix 1. The Employer shall pay 100% of the regular premiums except as otherwise specified in this agreement.

**24.2 Long-Term Disability Elimination Period and Top-up**

Employees may choose to utilize vacation, earned time off and compensatory leave bank entitlements to cover sick days preceding long-term disability coverage or to supplement long-term disability coverage by using a fraction of a day per sick day to a maximum of 100% of regular pay.

**24.3 Entitlement to Benefit**

- (a) A full-time employee on leave of absence without pay can maintain coverage under Article 24, for the duration of their leave, by paying the full cost of the premiums, providing there are no restriction in the carriers' contracts to the contrary. Other than in the case of leave granted pursuant to Article 20, and subject to Clause 24.3(c), the employee shall be responsible for the full cost of the benefit premiums effective the 26<sup>th</sup> day of unpaid leave.
- (b) A full-time employee on long-term disability benefits or on a claim recognized by the Workers' Compensation Board shall have their benefit premiums maintained.
- (c) Full-time employees who do not elect to maintain coverage pursuant to Clause 24.3(b) or whose coverage expires under same, who later return to work, shall not have to requalify for coverage, providing that the leave has not exceed one year or that such does not conflict with the provisions of the carrier's contracts.
- (d) An employee who, upon retirement, qualifies for vacation payout and/or severance pay, shall elect to receive such monies over the period of time equal to the commuted time value of the vacation pay and/or severance pay to be maintained on the benefit plans during such time.

**24.4 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.

**24.5 Health and Welfare Benefit Carriers and Plan Publications**

- (a) The Employer shall supply to the Union copies of Plan descriptions provided by the insurance carriers.
- (b) The Union shall be notified of any change to benefit carrier.

**24.6 Legislative Changes**

In the event that government legislation is enacted which results in a cost savings in the premium paid for the Group Benefit Plan, such savings will be shared equally between the Employer and employee.

**24.7 Employee Assistance Program**

Health Canada provides the funding to Haisla Nation Council in order to provide mental health services.

A full range of programs is offered by qualified counsellors through NorthWest Counselling Centre. These programs are available to all residents of Kitamaat Village, all Haisla Nation Band Members, and employees of Haisla Nation Council at no cost to the individual.

#### **24.8 Definition - Full-Time**

For the purpose of Article 24 "*full-time*" shall refer to employees who work 25 hours or more per week on a regular basis or are in receipt of pay equivalent to 25 hours or more per week on a regular basis.

#### **24.9 Error and Omissions**

The description of individual benefit plans within this article is intended to outline the principal features of the benefits sponsored by the Employer. Sun Life Group Policy No. 54510-G, is the governing documents.

#### **24.10 Death Benefit & Continuation**

- (a) In the event of the death of a member, the member's spouse, or children if there is no spouse, shall be paid any outstanding salary owing to the deceased member at the time of death.
- (b) The Employer shall, assuming insurance policies will permit, continue to provide at no cost to the spouse, or children, if no spouse exists, medical, extended health and dental benefits to the deceased employee's dependants to the end of the month in which the death occurred. Continuation of other Group Benefits will be as per Plan Guidelines (Appendix 1).

### **ARTICLE 25 - EDUCATIONAL ASSISTANCE AND TRAINING**

#### **25.1 Concept**

The Employer supports the concept of career development for the purposes of enabling employees to prepare for promotional advancement and generally upgrade their present skills and knowledge which will be of benefit to both the employee and the Employer.

#### **25.2 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) Where the Employer requires an employee to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as provided in this agreement will be borne by the Employer.
- (c) 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.

#### **25.3 Professional Development**

- (a) *Policy:*

Haisla Nation Council provides a Staff Capacity Development Program which offers reimbursement of tuition fees to encourage eligible employees to upgrade their education and/or skills by enrolling in part-time studies at recognized colleges or universities.

(b) *Eligibility:*

- (1) Full-time or part-time employees who have completed their Probationary Period are eligible to apply for Staff Capacity Development Program benefits prior to their enrolment in a course of study.
- (2) Employees must remain actively employed by Haisla Nation Council throughout the duration of the course of study.
- (3) Time off from regular duties to attend a course of study will be at the discretion of the Chief Operating Officer or designate, the Program Manager, and the Human Resources Manager; keeping in mind Haisla Nation Council's desire to promote organizational capacity development.

(c) *Basis of Staff Capacity Development:*

- (1) For full-time employees, approved applications will be limited to the cost of tuition for the approved course, specific examination fees and texts.
- (2) For part-time employees, approved applications will be prorated to the percentage of time worked over the last three months;
- (3) Employees required to take courses by their Employer, subject to budget, all costs will be covered by the department;
- (4) The Staff Capacity Development Program applies to studies that are:
  - courses must be offered by a recognized educational institution or professional organization;
  - related to the specific job which the employee performs;
  - designed to broaden the employee's knowledge and/or develop potential to assume greater responsibility within the organization;
  - denied through the Haisla Capacity Development Society and other funding agencies;
  - makes transfer to other part of Haisla Nation Council.

(d) *Purpose:*

Haisla Nation Council wishes to encourage employees to continually upgrade and develop their skills and knowledge through attendance at colleges and universities in part-time studies. This mutually beneficial Staff Capacity Development Program is provided for this purpose.

(e) *Scope:*

This policy applies to full-time and part-time employees.

(f) *Responsibility:*

Employees wishing to apply for the Staff Capacity Development Program are responsible for doing so prior to enrolling in the course of study.

Payroll is responsible for issuing any payments directly to the educational institution within two weeks of approved documentation.

(g) *Procedure:*

Application for the Staff Capacity Development Program is made on the form provided for this purpose, prior to enrolment and the commencement of the course of study. The application requires approval

from the Chief Operating Officer or designate. Any application made after enrolment or course commencement will not be approved.

A copy of the approved Staff Capacity Development Form will be returned to the employee and serve as the authorization for the employee to proceed with enrolment.

(h) *Exclusion:*

The following types of programs are not eligible for Staff Capacity Development:

- hobby type courses;
- correspondence courses offered by organizations other than recognized educational institutions.

Evidence of successful completion of the course of study and proper reimbursement under this program shall be filed in the employee's personnel file.

Disagreement shall be resolved through the appropriate steps of the grievance procedure.

#### **25.4 On-the-Job Training**

Where on-the-job training is to occur, it will typically be offered to the most senior employee in the appropriate classification within the work group. However, if the on-the-job training is taking place as a result of a need to improve job performance, or as a means to train an employee who has no experience in the technique being taught, the selection will be based on department need.

### **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 comprehensive statement detailing all payments which have been automatically deposited and setting out allowances and deductions shall be forwarded in a confidential envelope to the department in which the employee works on each payday. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium or allowance was earned.

#### **26.3 Payroll Deductions**

Subject to programs being offered by the Employer, employees shall be entitled to have deductions from their salary assigned for the purchase of additional life insurance from the Employer's carrier, Canada Savings Bonds and/or RRSPs.

#### **26.4 Rates of Pay**

(a) 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 5 of this agreement.

- (b) The Employer agrees that there shall be no alteration of any employee's time sheet without prior discussion with the employee. Any dispute in this regard is subject to the grievance procedure.
- (c) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

### **26.5 Substitution Pay**

- (a) When an employee temporarily substitutes in or performs the principal duties of a higher-paying position, for one hour or more, they shall receive the rate for the job, for such hours worked, where a single rate is established. Substitution pay is not payable when an employee has not been designated by the Employer to substitute. Such substitution shall be authorized in writing in advance.

A regular employee, who for a period of one working day or longer is assigned to or substitutes in any job during the absences of another employee, or who performs the duties of a higher classification, shall receive from the beginning the rate as if promoted to the job or the employee's rate, whichever is greater.

- (b) Whenever possible, existing employees shall be given the opportunity to fill positions that are temporarily vacant and the Employer may utilize a casual employee to fill the vacancy created by the regular employee filling the temporary position.
- (c) In the event of an Education Assistant substitution as a Teacher-on-call, the Education Assistant will be paid at the appropriate rate as outlined in the current Instructors agreement on page 58.

A casual employee, who for a period of two or more days is assigned or substitutes in any job during the absence of another employee, shall receive from the beginning the rate as if promoted to the job or the employee's rate, whichever is greater.

### **26.6 Pay on Temporary Assignment**

An employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

### **26.7 Salary Protection and Downward Reclassification of Position**

An employee shall not have their salary reduced by reason of a change in the classification of their position, or placement into another position with a lower maximum salary, that is caused other than by the employee. However, should the change in classification be a result of a reduction in government funding, the parties recognize that the Employer will not likely be in a position to maintain the higher salary.

### **26.8 Travel Expenses (For current rates refer to Appendix 7)**

- (a) "*Vehicle Allowances*": 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. Rates will be in accordance with Haisla Nation Council Policy.
- (b) "*Meal Allowances*": Meal allowances for time spent away on employer business will be in accordance with Haisla Nation Council Policy.
- (c) "*Incidentals and Board and Lodging Allowances*": These allowances for expenses incurred while on employer business will be in accordance with Haisla Nation Council Policy.
- (d) "*Public Transportation*": Employees required to travel on employer business outside the local area will have such travel arranged on the most economical public transportation available, i.e., Economy

airfare, or Commercial Bus lines. An employee who chooses to use their own vehicle (subject to any extra time off being approved) will be given the equivalent public transportation fare.

### **26.9 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.

### **26.10 Reimbursement of Reasonable Expenses**

Where employees are required to host consultants, contractors or other non-employer personnel in the course of their duties, they shall, subject to prior approval of their supervisors, be reimbursed for reasonable expenses upon production of receipts. Approval shall be granted in accordance with the entertainment policy of the Employer.

### **26.11 Salary on Demotion**

When an employee is demoted the employee shall receive the rate for the position.

### **26.12 Salary Deferral Option**

Salary may be deferred over a 12 month period at the option of the employee, with the necessary adjustment made to the monthly salary and benefits. Benefits will be continued over the 12 month period without necessitating a sign up every September for the majority of the support staff at the Haisla Community School. Benefit continuation will be reflected in Article 24 of the support agreement.

## **ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION**

### **27.1 Job Evaluation Plan**

- (a) The Employer agrees that no Job Evaluation Plan pertaining to positions covered by this agreement will be introduced without the mutual agreement of the parties.
- (b) The Employer may update classification standards where it does not change the relative value of the classification or impact on a classification series. When revised classification standards are issued by the Employer copies will be filed with the President of the Union (or designate).

### **27.2 Job Descriptions**

- (a) The parties agree that it is the Employer's right to determine job content. The Employer agrees to maintain current job descriptions for all positions. Any new classification or position coming within the scope of this agreement which the Employer may establish during the term of this agreement shall be subject to negotiation between the parties.
- (b) All employees who are hired into full or part-time positions, will carry out their responsibilities according to the job descriptions set out for the position occupied. All staff are expected to work together cooperatively. From time to time staff may be asked to perform tasks not included in the job description to ensure the efficient running of the school.

### **27.3 Classification and Salary Assignments**

- (a) When a new or substantially-altered classification covered by this agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union.

- (b) If the parties are unable to agree on the rate of pay for the new or substantially-altered classification within 10 days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter within 30 days to an expedited arbitrator agreed to by the parties who shall determine the new rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the Arbitrator but, in any event, not earlier than the date of implementation.

#### **27.4 Classification Appeal Procedure**

An employee shall have the right to grieve, through the Union, the classification of the position they occupy.

- (a) If an employee believes that the position they occupy is improperly classified, they shall discuss the classification with their immediate supervisor.
- (b) The supervisor shall, upon request, provide the employee with a written statement of duties and responsibilities within 30 days of the request.
- (c) Upon request, the employee and the supervisor shall meet and discuss this statement and classification within 10 days.
- (d) Where a dispute remains and the employee is still of the belief that their position is improperly classified, the employee shall forward to the Human Resources Manager, or designate, with a copy to the Union staff representative, written notification that they are proceeding with their reclassification request. Such notification must be received by the Human Resources Manager, or designate, within 30 days of the date that the response was due pursuant to Article 27.4(c) above, or the employee's reclassification request will be deemed abandoned.
- (e) The Human Resources Manager, or designate shall respond within 30 days of such a request providing written rationale for the Employer's classification determination.
- (f) If the employee disagrees with the decision of the Human Resources Manager the employee may, within 30 days, initiate a grievance at Step 3 as per Article 8 of this agreement.
- (g) The effective date of any resulting change in classification shall be the first day of the biweekly pay period following the date that a job description was requested pursuant to Article 27.4(b).

### **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 employer representatives and two union representatives (one of whom will be support and one who will be instructional). Management representatives on the Committee will be appointed by the employer and union representatives will be

appointed by the Union and will generally be the Bargaining Committee responsible for negotiating the current collective agreement. When the agenda involves an operational worksite issue, a union-appointed steward(s) will be invited to attend. Either party may invite special guests.

### **28.3 Procedure**

Each party shall appoint a person to act as their coordinator on the Committee. Staff members and department heads who wish consideration of problems or administrative and operational matters by the Labour-Management Committee shall bring such matters to the attention of their respective coordinators of the Committee. Each coordinator will consider the matter and provide verbal or written notice of their desire to schedule a meeting or provide information for agenda preparation. The Union and Management Coordinators will be responsible for:

- (a) arranging time, date and location of meetings;
- (b) preparing an agenda of discussion items;
- (c) notifying their respective committee members;
- (d) ensuring that the meeting agenda is circulated to all committee members in advance of the meeting date and that any necessary reference material accompanies the agenda.

### **28.4 Conduct of Meetings**

- (a) The Union and Management Coordinators will attempt to schedule meetings at least once every 60 calendar days, or at the call of either party, at a mutually agreeable time and place. Efforts will be made by both parties to schedule meetings during the workday provided that no instructional time is lost.
- (b) A chairperson shall be appointed by the Committee. The appointment to Chairperson shall take place on a rotational basis, alternating between union and management representatives.
- (c) A Recording Secretary shall be present at all meetings of the Committee and minutes of the proceedings will be recorded, transcribed, and typed in draft form for review within a one week period. Each party shall have a minimum of two persons review the draft minutes and, upon agreement by both parties, these two persons shall sign the minutes as being approved. Once approved the posting of the minutes may take place and the minutes will be distributed to each committee member for adoption at the subsequent meeting. Minutes will be posted at all bulletin board locations.
- (d) Upon mutual consent of the parties, issues of a time sensitive or confidential nature will be recorded as an "*in camera*" set of minutes, not to be distributed on bulletin boards.
- (e) The Committee shall be responsible for ensuring that proper limits of authority and confidentiality are respected.

### **28.5 Jurisdiction of Committee**

- (a) The Committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- (b) The Committee does not have the jurisdiction to discuss, make recommendations on or initiate action on active grievances.

**ARTICLE 29 - CASUAL EMPLOYEES****29.1 Casual Appointments and Qualifying Periods for Benefits**

- (a) A casual employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment. A copy of each casual employment letter will be sent to the local BCGEU area office.
- (b) Casual employees will be entitled to Health and Welfare Benefit coverage pursuant to Clauses 24.1 and 26.07 effective the beginning of the month following the month in which they attain 1200 hours worked.
- (c) The parties agree that straight-time hours credited for the purposes of benefit entitlement pursuant to Clause 29.1(b) above shall include:
- (1) all hours worked at straight-time rate;
  - (2) designated paid holidays or days off in lieu in accordance with Article 16;
  - (3) annual vacation in accordance with Clause 26.6;
  - (4) leave pursuant to Clauses 29.1(d) and 29.3(b).
- (d) Any employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.

**29.2 Layoff and Recall**

- (a) (1) Layoff of casual employees shall be by classification in reverse order of service seniority within a Group as set out in Appendix 3.
- (2) Casual employees laid off subject to (1) above or Clause 22.2 shall be entitled to displace working junior casual employees within their Group. Where such displacement occurs, the employee must be qualified to perform duties of the displaced employee.
- (b) Casual employees on layoff shall be recalled in order of service seniority within a Group, provided the casual employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, casual employees hired for seasonal work, or a term certain of less than 20 workdays, shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.
- (d) (1) The Employer shall attempt to reach casual employees by telephone. Such attempts shall be recorded.
- (2) If the Employer is unable to contact casual employees by telephone for two consecutive days the employees will be immediately advised by registered mail of the date, time and results of the contact attempts and that they are considered to be unavailable for work.
- (3) In the event the Employer is not able to contact a senior casual for work which is offered and hires a junior casual, the junior employee shall be notified at that time of the proposed duration of the work assignment and will also be informed that a more senior casual employee may replace them.
- (e) A casual employee shall lose their service and classification seniority in the event that they:
- (1) become a regular employee;

- (2) are terminated for cause;
- (3) voluntarily terminate or abandon their position;
- (4) are not recalled for a work assignment in a 12 month period;
- (5) are unavailable for or decline three consecutive offers of re-employment in each seasonal period, i.e., winter shift or summer shift.

Where casual employees are contacted and decline work offered, such decline will be considered to be a decline for purposes of (5) above.

(f) Where casual employees are contacted and decline work, including assignments in an emergency situation, other than for reasons outlined below and communicated to the Employer at the times designated, they will be considered to have declined work for purposes of Clause 29.2(e)(5):

- (1) absence on a WorkSafeBC claim;
- (2) maternity leave;
- (3) absence on bereavement as per Clause 29.3(b);
- (4) union leave per Article 3;
- (5) jury duty;
- (6) medical or dental appointments;
- (7) illness; proof of illness may be required if the absence is greater than three days or where it appears a pattern of consistent or frequent absence is developing.

(g) Casual employees subject to recall shall lose their service and classification seniority and shall go to the bottom of the casual call in list. It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

- (h) (1) Casual employees, with the agreement of the Employer, may specify seasonal periods of availability. Such agreed to periods and any agreed to alterations thereto, shall be in writing and include the effective date. The Employer's agreement will not be unreasonably withheld.
- (2) Should a casual employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with 10 days written notice.

### **29.3 Application of Agreement**

- (a) Except as otherwise noted in this article, the provisions of Articles, 3, 18, 19, 20, 21 and 25 do not apply to casual employees. The provisions of all other articles apply to casual employees, except as otherwise indicated.
- (b) Casual employees shall be entitled to the provisions of Clause 19.1 (Bereavement Leave) without loss of seniority but without pay.

## 29.4 Annual Vacations

Casual employees will be entitled to receive vacation pay at the rate of 4% of their basic earnings. Any casual may opt to receive their earned vacation pay upon termination or calculated up to November 30<sup>th</sup> and paid before December 31<sup>st</sup> of the year in which the vacation pay was earned.

## ARTICLE 30 - GENERAL CONDITIONS

### 30.1 Transportation of Children or Clients

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

### 30.2 Comprehensive Insurance

(a) The Employer agrees to provide comprehensive insurance covering tools, reference texts and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer. The Employer shall pay any deductible amounts for comprehensive insurance.

(b) The employee agrees to provide a list of such items to the Employer and they shall update the list as necessary. This list shall be kept on the employee's personnel file.

### 30.3 Indemnity

(a) *“Civil Actions”*: = Except where the Judicial System considers that there has been a flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the proper performance of their duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee. Where the employee is found to be wilfully negligent, the employee will be subject to disciplinary action up to and including discharge and indemnity will not apply.

(b) *“Criminal Actions”*: = Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently found not guilty, the employee shall be reimbursed for all reasonable legal fees.

(c) *“Civil and Criminal Action”*: = At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of Counsel chosen by an employee.

(d) *“Civil and Criminal Actions”*: = In order that the above provision shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of event which may lead to legal action against them and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any persons or organization notifying them of intended legal action against them; or
- (2) when the employee herself requires or retains legal counsel in regard to the incident or course of events; or
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee; or

(4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or

(5) when the employee receives notice of any legal proceeding of any nature or kind.

### **30.4 Copyright**

Employees will be subject to the *Copyright Act and Regulations*.

### **30.5 Copies of the Agreement**

The Union and the Employer 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 arrange for printing of sufficient copies of the agreement for distribution to employees. The agreement shall be printed in a union shop and bear the recognized union insignia. The cost of such printing shall be shared equally.

### **30.6 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.

### **30.7 Private Vehicle Damage**

Where an employee's vehicle is damaged by a person in the care of the Employer, or as a direct result of the employee's vehicle being required by the Employer to be used for business, the Employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$500.

### **30.8 Personal Property Damage**

(a) Where the Employer requires/approves that an employee's personal possession(s) are to be at the worksite, and subsequently such personal possession(s) is/are damaged by a person in the care of the Employer, the Employer shall pay, up to a maximum of \$100, the replacement costs or personal deductible insurance, provided such personal possessions are of type suitable for use while on duty.

(b) On request, and with reasonable notice, the Employer may provide a secure space for employees to store such personal possessions, wallets and/or purses when the employees are at their worksite. However, the Employer assumes no responsibility for personal items brought to work without being required by the Employer that end up lost or stolen.

### **30.9 Suspension of Driver's Licence**

(a) Where an employee who is required to hold a valid driver's licence as a condition of employment, has their driver's licence suspended for one year or less may be held out of service for the duration of the suspension. The Employer will consider if there is a meaningful alternative work that does not require a driver's licence.

(1) On the second occurrence of licence suspension, action may be taken to dismiss the employee for just cause where their principal duties involve the operation of a vehicle or equipment.

(b) Where an employee, who is required to hold a valid driver's licence as a condition of employment, has their driver's licence suspended for more than one year, the employee may be suspended immediately for just cause. This shall be confirmed in writing by the Employer.

- (c) Discipline arising in respect of this clause is subject to the grievance procedure.
- (d) If the bus driver has their licence suspended for alcohol or drug offences, the Employer may exercise their rights subject to the grievance procedure.

**30.10 Point of Assembly**

- (a) Every employee will be assigned a headquarters and a regular point of assembly within their headquarters. A regular point of assembly is the location where the employee daily reports for work and will be an established point such as a yard, maintenance depot, office, etcetera. An employee's shift or workday shall commence from the time they are required to report for assignment. The regular point of assembly will be changed only in accordance with Articles 12 and 13 of this agreement or by mutual agreement.
- (b) For those employees in locations where there has been more than one recognized regular point of assembly and employees have been assigned to work at any of these regular points of assembly, the Employer will advise the employee of the regular point of assembly to which they are to report with as much advance notice as is reasonably possible.
- (c) When an employee is assigned to a work or training location so far removed from their headquarters or point of assembly that it is impractical for them to be returned to their regular point of assembly at the end of each workday, they will be provided with accommodation, board and lodging allowances in accordance with Clause 27.20 of this agreement.
- (d) Where an employee works away from their regular or temporary point of assembly, as the case may be, they will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the applicable overtime rates.
- (e) The Employer shall consult with an employee whose duties require them to be absent from their headquarters for extended periods and, subject to operational requirements, shall allow the employee to travel at a time convenient to the employee.

**30.11 Supply and Maintenance of Clothing**

The Employer shall supply, clean and maintain, on a pre-approved and "as needed" basis, such safety clothing and/or equipment as necessary for the safe performance of job duties. The maximum reimbursable amount per regular employee will not exceed \$150 per fiscal year.

**30.12 Technical Orders**

Trade-qualified employees will take technical orders only from a supervisor in their own or a related trade and shall not be required to carry out technical orders which violate standards established under current provincial Safety Branch regulations and the *Workers Compensation Act*.

**30.13 Work and Supervisory Assignment by Service Seniority**

- (a) The Employer will ensure that senior employees are not required to perform jobs at a lower classification when employees with less service seniority are available to perform such work.

**30.14 Administration of Medication**

Employees covered by this agreement shall not be called upon to administer medication or administer other medical procedures on a regular basis unless:

- (a) the employee volunteers to administer the medication procedure, and

- (b) written authorization and instructions for administration of medication has been received from the attending physician confirming that medication is required while a student is attending day care or school, or a client is attended to by a Home Support Worker, and
- (c) a student's parent or guardian has made a written request for the Employer's assistance and has discussed the situation with the appropriate employer designate, and, if necessary,
- (d) adequate instruction and training has been received from a qualified health care professional.

The Employer shall indemnify and save harmless any employee against claims arising from the administration of medication, supervision of self-administration, or performance of medical or physical procedures that are carried out pursuant to the instructions and requests received as referred to in this clause.

### **ARTICLE 31 - SAFEGUARDING VULNERABLE PEOPLE**

#### **31.1 Purpose**

The parties recognize that there are employees whose work assignment brings them in contact with vulnerable individuals. It is in the public interest that such employees do not have a history of behaviour which is incompatible with such assignments.

The parties recognize that an employee's privacy and reputation must be recognized and protected. Accordingly, information gathered to establish suitability for work assignments which include contact with vulnerable individuals is to be treated with confidentiality to the fullest extent compatible with meeting the Employer's responsibility of safeguarding vulnerable people.

"*Vulnerable people*" includes adults with physical/metal disabilities, and includes children.

### **ARTICLE 32 - TERM OF AGREEMENT**

#### **32.1 Duration**

This agreement shall be binding and remain in effect to midnight May 31, 2024.

#### **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 February 1, 2024 but in any event not later than midnight, March 31, 2024.
- (b) Where no notice is given by either party, prior to March 31, 2024 both parties shall be deemed to have given notice under this section on March 31, 2024.
- (c) 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, or designate.

#### **32.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 32.2 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.

**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.

**32.5 Loss of Program Funding**

The Union recognizes the fact that Haisla Nation Council is predominately funded by the federal government. Then Union further acknowledges and agrees that should funding be eliminated or decreased in whole or in part, the Employer shall have no recourse but to reduce, change or cease operations accordingly.

Layoffs or changes will be done in accordance with this collective agreement.

**32.6 Terms of Settlement**

- (a) The parties agree to recommend the agreed to terms of settlement to their respective Principals as reached on June 10, 2019.
- (b) All provisions are effective date of ratification unless otherwise specified.

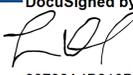
**32.7 Agreement to Continue in Force**

Both parties agree the terms of this agreement remain in effect and full force, absent strike or lockout, during the period of bona fide collective bargaining.

**SIGNED ON BEHALF OF  
THE UNION:**

DocuSigned by:  
  
6B01B367B8FF46D...  
Stephanie Smith  
President

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

DocuSigned by:  
  
28732A4B210B4B5...  
Laura Owl  
Chief Operating Officer

DocuSigned by:  
  
1B5E06F97FAB4C4...  
Stan Omejc  
Bargaining Unit Chairperson

DocuSigned by:  
  
30D1C486875D4BC  
Diane Nordstokke  
Acting Director of Human Resources,  
Occupational Health & Safety Supervisor

DocuSigned by:  
  
93D840D44FF6496...  
Wendy Pigeon  
Bargaining Unit Member

DocuSigned by:  
  
ED3C8D2598B642E...  
Jeff Morgan  
Staff Representative

Dated: October 22, 2021

**APPENDIX 1**  
**Benefits Plan for Status Employees**

**Haisla Nation Council**  
**Benefits Plan for Status Employees**

Division #409

Effective Date March 1, 2007

This group Plan arranged by:  
Karee Gleichman

Group Services Representative

Telephone Number (250) 826-0535 or 1-800-670-1877

**Extended Health Care**

- Single or Family coverage
- No deductible
- 100% coverage of all eligible services
- Semi-private hospital
- Ambulance transportation (ground or air)
- Includes prescription drug card (excludes prescriptions covered through FNIHB)
- Paramedical practitioner - \$500 per practitioner per calendar year on paramedical services (Chiropractor, Podiatrist, Foot Care Nurse, Naturopath, Osteopath, Audiologist, Clinical Psychologist, Speech Therapist, Acupuncturist, Licensed Massage Therapist)
- Physiotherapist - \$1000 per calendar year
- \$5000 every 12 consecutive months for Private Duty Nursing
- \$500 hearing aid benefit every five years
- Travel Health Benefits-/International Travel Assistance
- Coverage terminates at the earlier of retirement or termination of employment. There is no cap on extended health benefits due to no mandatory retirement age.
- Survivor benefit for two years.

**Vision Care**

- Single or Family coverage
- No deductible
- \$300 every 24 consecutive months per person
- Frames, lenses, contacts, laser eye surgery (in lieu of glasses/contacts)
- \$60 every 24 consecutive months per person, towards eye exam

**Dental**

I. 100% Basic Services	II. 80% Major Services	III. 50% Orthodontics	IV. Enhanced Plan
Routine Examinations	Inlays/Onlays	For children under the	Reimbursement over First
X-Rays	Bridges	age 18	Nations Inuit Health Branch
Fillings	Crowns	Lifetime Max. \$2000	Fee Guide for Status
Extractions	Dentures		Employees, but not more than
			the Provincial Fee Guide.

Oral Surgery  
 Gum Therapy  
 Root Canal  
 Cleaning and Scaling  
 Fluoride Treatment  
 Space Maintainers  
 Rebase, Reline and Repair of  
 Dentures

- Single or Family Coverage
- No deductibles
- Combined maximum of \$1500 per person per calendar year (Basic & Major)
- Current province of residence fee schedule. Includes Specialist's fee schedule
- Coverage terminates at the earlier of retirement or termination of employment
- Survivor benefit for two years.

**Group Life**

- Two times annual earning
- Maximum benefit \$300,000
- Coverage reduces by 50% at age 65 and terminates at the earlier of retirement or age 70
- 24 hour coverage
- Loss of use schedule

**Dependant Life**

- \$10,000 spouse
- \$5000 dependent children
- Dependent children from live birth to age 21, or to age 26 and attending a recognized educational facility, or dependent upon the employee because of mental or physical infirmity
- Coverage terminates at the earlier of retirement or age 70
- Conversion Option

**Short-Term Disability**

STATUS - 75% of weekly earnings  
 NON-STATUS - 75% of weekly earnings

- Payable after the 14<sup>th</sup> day accident/sickness
- 15 week benefit period
- Maximum benefit \$1000 per week

- Status: Non-taxable benefit/Non-Status: Taxable
- Coverage terminates at age 70

**Long-Term Disability**

STATUS - 75% of weekly earnings

NON-STATUS - 75% of monthly earnings

- 119 day elimination period
- Non-evidence maximum \$2500
- Maximum benefit \$4000 per month
- Best Doctors Service, Work-Life Assistance Program, and Spousal Disability Benefit
- Coverage terminates at age 70
- Non-taxable benefit

**APPENDIX 1B**

**Benefits Plan for Non-Status Employees**

**Haisla Nation Council**

**Benefits Plan for Non-Status Employees**

Division #409

Effective Date March 1, 2007

This group Plan arranged by:

Karee Gleichman

Group Services Representative

Telephone Number (250) 826-0535 or 1-800-670-1877

**APPENDIX 2**

**Bargaining Unit Exclusions**

It is agreed that the following positions are excluded from the bargaining unit:

Principal  
Education Manager

**APPENDIX 3**

**Work Groups**

For the purposes of this agreement "*Departments*" are identified below:

- Janitorial Maintenance
- Teaching Assistant
- Secretary
- Language Instructor
- Bus Driver
- Food Services

Where the Employer expands or diversifies its operations during the life of this agreement it shall provide written notice to the Union. Thereafter the parties shall enter into discussions to determine if the Work Groups listed above require amendment, whether such diversification or expansion in operations impacts upon any provision in this agreement and what modification or addition to the collective agreement, if any, is required. Where mutual agreement is not possible the matter may be referred to arbitration by either party within 60 days of the date upon which written notice was provided to the Union.

**APPENDIX 4  
List of Single Arbitrators**

In any case in which an arbitrator shall be required under this agreement, a single arbitrator shall be selected by mutual agreement of the parties as listed below:

Mark Brown  
Chris Sullivan  
John McConchie  
Julie Nichols

The Union and the Employer may agree to any of the mutually agreed to arbitration to expedite a proceeding.

**APPENDIX 5  
Wage Rates**

The Employer agreed to include a new wage grid for Certified Education Assistants, Special Education Assistants and Library Technicians (EA) within the Education Department Support Staff Agreement. The wage levels will be the same as the wages paid to equal positions in School District 82.

Title	Step	Current	July 1, 2021	July 1, 2022 (2%)	July 1, 2023 (2%)
Certified Education Assistant	1	\$21.20	\$27.75	\$28.31	\$28.87
	2	\$21.63			
Uncertified Education Assistant		New Position	\$22.50	\$22.95	\$23.41
Library Technician (EA)	1	\$21.20	\$26.42	\$26.95	\$27.49
	2	\$21.63			
Certified Special Education Assistant	1	\$22.50	\$28.75	\$29.33	\$29.91
	2	\$22.95			
Uncertified Special Education Assistant		\$22.95	\$24.00	\$24.48	\$24.97
Secretary/Receptionist	1	\$21.02	\$27.46	\$28.01	\$28.57
	2	\$21.43			
Non-Certified Maintenance		New Position	\$26.90	\$27.44	\$27.99
Janitor/Custodian	1	\$21.87	\$25.93	\$26.45	\$26.98
	2	\$22.29			
Bus Driver	1	\$24.32	\$25.00	\$25.50	\$26.01
	2	\$24.80			
Bus/Lunch Monitor	1	\$16.65	\$21.75	\$22.19	\$22.63
	2	\$16.98			

Title	Step	Current	July 1, 2021	July 1, 2022 (2%)	July 1, 2023 (2%)
Cook		\$20.40	\$23.00	\$23.46	\$23.93

The Employer agrees that any overall percentage increases obtained for Support Staff working in School District 82 to the wage grid during the term of this agreement that are above the negotiated percentage increases shown above will be applied to the Education Department Support Agreement.

#### APPENDIX 6 Pension Plan

##### Haisla Nation Council The Pension Plan Document Policy Plan #61747 April 9, 2002

The Employers and the Employees contributions are 5.5% and 5.5% respectively.

The Employer and the Union are to investigate the feasibility of other pension plans such as the Superannuation Plan, the Municipal Plan, the BCGEU Pension Plan and a manner in which to operationalize the change if deemed feasible.

#### APPENDIX 7 Travel Rates

Item	Rate
Breakfast	\$21.10
Lunch	\$21.35
Dinner	\$52.40
Incidentals Per Night	\$17.30
Mileage	.55¢/km
Flat rate to Terrace Airport	\$76.00
Private Accommodations	\$50.00 per night

As long as there is no decrease to the rates listed above, the meal and incidental rates will be the meal and incidental rates of Haisla Nation Council as dictated by the federal government and Haisla Nation Council policy.

Private Accommodation - \$50 per night

##### Haisla Nation Council's Travel Rates

Destination	Distance	Mileage/km	Flat Rate
Burns Lake	842 km	55¢	\$463.10
Hazelton	460 km	55¢	\$253.00
Houston	672 km	55¢	\$369.60
Kitimat - Riotinto Alcan	50 km	55¢	\$27.50
Kitimat - downtown	40 km	55¢	\$22.00

Destination	Distance	Mileage/km	Flat Rate
Kitimat - Service Centre	44	km	55¢
Kitwanga	330	km	55¢
Mount Layton Hot Springs	109.4	km	55¢
Prince Rupert	450	km	55¢
Smithers	552	km	55¢
Terrace	140	km	55¢
Terrace Airport	Flat Rate = \$76.00		
Vanderhoof	1111	km	55¢

The flat rates may need to be flexible to coincide with current gas prices and Fed/Haisla Nation Council gas payments. Should any change be anticipated, the Union and the Employer will meet to discuss and come to an agreement.

Please note: There is a flat rate of \$650 from Prince George and beyond, including Vancouver & Victoria.

Destination	Flat Rate
Prince George	\$650
Quesnel	\$650
Williams Lake	\$650
Cache Creek	\$650
Kamloops	\$650
Merritt	\$650
Hope	\$650
Vancouver/Victoria	\$650

## APPENDIX 8 Job Descriptions

### POSITION: NURSERY CLASS INSTRUCTOR

**SCOPE:** Reporting to the School Principal, the employee will provide instruction to the nursery aged students.

**DUTIES:**

1. To prepare and implement lessons at the appropriate age level.
2. To provide a safe and caring environment in which students can learn.
3. To keep appropriate student records of attendance, student's work, testing results and student progress.
4. To maintain a positive and communicative relationship with parents.
5. To attend staff meetings and take part in regular school activities where appropriate.
6. The place orders for necessary instructional materials through the school office.
7. Other duties as assigned by the Principal.

**POSITION: LIBRARY TECHNICIAN**

*SCOPE:* Under limited supervision, to carry out the responsibility for the day-to-day operation of the school library facilities, to perform basic clerical and paraprofessional technical tasks in the school library, to assist students and staff in learning to use the school library and media materials.

*DUTIES:*

1. Select and order books, periodicals, audio-visual learning aids, and other printed and non-printed materials appropriate to student and staff instructional needs and according to Haisla Community School selection policy.
2. Circulate materials and equipment to students and teachers and prepare and distribute fine lists for overdue, damaged and lost books, and to maintain a daily circulation record.
3. Manage the evaluation, acquisition and processing of books and textbooks, materials and equipment for the library.
4. Maintain materials and equipment by repairing damaged books, selecting books and periodicals for bindery, and discarding materials that are no longer usable.
5. Conduct an annual inventory of books, materials and equipment.
6. Provide individual assistance in book selection as well as library enrichment, as appropriate.
7. Teach library skills consistent with curriculum and assist with research on individual and group projects.
8. Instruct staff and students in location and use of library materials and equipment.
9. Support teachers in curriculum development and lesson plan development and keep them aware of available library material.
10. Demonstrate professional responsibility by attending workshops, conferences and in-service sessions as appropriate.
11. Administer the Haisla Community School's discipline management plan by enforcing appropriate student behaviour.
12. At the primary level, prepare and read aloud stories appropriate to each individual classroom's specific needs.
13. Prepare displays, exhibits and bulletin boards.
14. Maintains the library in a neat, clean and attractive manner.
15. Other related duties as assigned by the Principal.

**POSITION: EDUCATION ASSISTANT**

*SCOPE:* Reporting to the Principal, the employee, under the direction of the classroom teacher(s), performs duties of nonprofessional and paraprofessional nature to enable the teacher to provide maximum instructional and other professional services.

*DUTIES:*

1. To assist in the conduct of various aspects of the school program including oral reading, language skills, math skills and other duties assigned by the classroom teacher.

2. To assist the classroom teacher in carrying out lesson instruction.
3. To assist the classroom teacher with class management.
4. The teaching assistant helps in the socialization process, academic development, assists the school Principal and teacher with preserving cultural values of the Haisla people.
5. To assist in special education programs in small groups and individual work in all areas as directed by the teacher.
6. To assist the teacher with preparation for the classroom and maintain a regular communication with the teachers.
7. To provide orientation and training to new Education Assistants as required.
8. To work with teachers on special projects, such as field trips, art and science projects.
9. To assist in playground supervision on a regular basis.
10. To perform any other school related duties consistent with the role of Education Assistants and so required from time to time by the teachers and/or Principal.
11. To perform other related duties as assigned by the Principal.

**POSITION: HAISLA LANGUAGE INSTRUCTOR**

*SCOPE:* Reporting to the School Principal, the employee is responsible for assisting the staff in promoting and teaching the Haisla Language and Culture.

*DUTIES:*

1. To assist in the conduct of various aspects of the Haisla Language Program including oral reading, language skills, math skills and other duties as they related to the instruction of the Haisla Language.
2. To assist the classroom teacher in carrying out Haisla Language instruction and class management with all students.
3. The Language Instructor helps in the socialization process, academic development, and assists the school administrator and teacher with preserving cultural values of the Haisla people.
4. To work with teachers on special projects, such as field trips, art and science projects as they relate to the teaching of the Haisla Language.
5. To assist in playground supervision on regular basis.
6. To perform any other school related duties consistent with the role of a Language Instructor and so required from time to time by the teachers and/or Principal.
7. To perform other related duties as assigned by the Principal.

**POSITION: SCHOOL SECRETARY/RECEPTIONIST**

*SCOPE:* Reporting to the School Principal, the employee is responsible for providing secretarial services to the Principal, as well as providing clerical support to the teaching staff of the Haisla Community School.

*DUTIES:*

1. Provides friendly, courteous and efficient receptionist service for the Haisla Community School.

2. Provides secretarial duties such as typing, filing, mail disbursement, meeting minute taking and transcribing for the Principal
3. Provides support services to the teaching staff in areas of photocopying, laminating, and preparing classroom materials.
4. Collects and compiles student registrations on an ongoing basis. Provides reports and student list as necessary and as requested.
5. Maintains student attendance records and issues regular reports.
6. Is responsible to order and maintain all school supplies.
7. Liaises with school parents in order to arrange parental involvement in extracurricular activities such as field trips, transportation, fundraising and asking for chaperones.
8. Assistance with general supervision of students.
9. Schedule Community room rentals and rentals of tables and chairs.
10. Copy time sheets for hourly pay staff.
11. May assist with arranging for staff substitutes as needed.
12. Performs other duties as requested by the Principal.

**POSITION: CUSTODIAN**

*SCOPE:* Reporting to the School Principal, the employee is responsible to manage the janitorial duties and minor building maintenance processes.

***DUTIES:***

1. According to a scheduled routine, the employee performs general cleaning duties such as: cleaning bathrooms, vacuuming, dusting, garbage removal and washing floors.
2. On a as needed basis, the employee cleans windows, strip and wax floors and wash walls.
3. Performs minor maintenance tasks as requested. Liaise with outside contractors such as plumbers, electricians and carpenters.
4. Determines and maintains the supply and materials inventory. Liaise with suppliers in order to process purchase orders.
5. Maintain the school yard and playground.
6. Arrange for timely removal of snow from the parking lot, and school entrances.
7. Performs other related duties as assigned by the Principal.

**POSITION: SCHOOL BUS DRIVER**

*SCOPE:* Reporting to the School Principal, the employee will drive the school bus, transporting students to and from the Haisla Community School and during school sponsored activities.

**DUTIES:**

1. Is responsible to operate the bus used by the school, in a safe manner.
2. To take necessary measures to maintain the bus. This includes the maintenance and general operation and cleaning of the bus, as well as all Department of Motor Vehicles Transportation requirements.
3. To provide the Principal with any information pertaining to the operation of the bus.
4. To provide the Principal with any information pertaining to the behaviour of the students riding on the bus.
5. To maintain an accurate route map, including pick up and drop off times.
6. To maintain a safe environment on the bus. This may include a seating plan and discipline plan for the students. The discipline plan will be written by the Principal, in conjunction with the teachers, parents and bus driver.
7. To arrange, whenever possible, as substitute driver which has been pre-approved by the Principal. All bus drivers shall have the necessary licence and have had a criminal check completed.
8. Other related duties as assigned by the Principal.

**POSITION: SCHOOL BUS MONITOR**

*SCOPE:* Reporting to the School Principal, the employee is responsible for assisting the driver in all daily bus operations, including supervision of students.

**DUTIES:**

1. Monitors conduct of students on school bus to maintain discipline and safety.
2. Assists students to and from vehicle.
3. Assists in the proper loading and unloading of students.
4. Assists in making proper referrals regarding discipline and vandalism.
5. Attends required meetings.
6. Assumes responsibility for personal contact with school office regarding student inquiries.
7. Maintains regular attendance.
8. Performs other duties assigned by the Principal.

\*Currently this position is combined with the Lunch Monitor position.

**POSITION: LUNCH MONITOR**

*SCOPE:* The employees is responsible for providing support and assistance to students for lunchtime activities. The Lunch Monitor will oversee students in a variety of settings including the classroom, lunch area, gym and outside play areas. The Lunch Monitor may be required to use a variety of indoor and outdoor games and activities together with effective strategies to help provide quality support to students during the noontime break. The Lunch Monitor works in a team environment and reports directly to the School Principal or designate.

**DUTIES:**

A Lunch Monitor in Haisla Community School shall have the following competencies:

1. The ability to supervise children in a variety of settings;

2. The ability to treat all students in a respectful, responsible and fair manner;
3. The ability to demonstrate fair and sound judgement when coping with chaotic or conflict situations;
4. The ability to take direction;
5. The ability to work and communicate effectively within the Haisla Community School, including parents, staff and students;
6. The desire and ability to engage in skills upgrading;
7. The ability to maintain confidentiality as the norm in all issues related to students, parents and school.
8. Assists in making proper referrals regarding discipline and vandalism.
9. Attends required meetings.
10. Assumes responsibility for personal contact with school office regarding student inquiries.
11. Maintains regular attendance.
12. Performs other duties assigned by the Principal.

\*Currently this position is combined with the Lunch Monitor position.

**POSITION: SPECIAL EDUCATION ASSISTANT**

*SCOPE:* Reporting to the School Principal, the employee is responsible for working under the direction of the classroom teacher and various resource personnel in providing services to an individual student.

*DUTIES:*

1. Assist autistic child in the acquisition of basic academic/physical/social/emotional skills.
2. Work under the direction of the classroom teacher and/or school based resource teacher to assist in the preparation of programming to meet specific individual needs.
3. Assist in the implementation of Individual Education Plans for the student and help monitor progress.
4. Provide support for individual student inside and outside the classroom to enable them to fully participate in activities.
5. Work with other professionals, such as speech therapists and occupational therapists, as necessary.
6. Assist class teacher with maintaining student records.
7. Act as an advocate for the student and participate in working team meetings in regard to individual needs (IEP).
8. Perform other job related duties as directed by the classroom teacher, the learning assistant or Principal.

**MEMORANDUM OF UNDERSTANDING 1**  
**Nursery Class Instructor**

The Nursery Class Instructor has been removed from the Haisla Community School.

Should the Nursery Class Instructor be moved back into school and under its auspices, then it shall be a bargaining unit position and an appropriate wage rate will be negotiated at that time.

**SCHEDULE A**  
**Seniority List**

1. Stan Omejc	August 28, 1991
2. Carmen Bolton	September 7, 1999
3. Wendy Pigeon	September 20, 2009
4. Lynette Woods	November 1, 2017
5. Susan Woods	September 6, 2017
6. Rhoda Bolton	October 30, 2018
7. Vanessa Woods	February 5, 2018
8. Dorothy Woods	October 17, 2019
9. Renzo Furlanetto	October 13, 2020
10. Kelli Smith	August 30, 2021
11. New Hire	Pending Decision

**LETTER OF INTENT 1**  
**Continued Problem-Solving**

The parties agree to meet on a regular basis during the term of the collective agreement to discuss areas of the collective agreement that can be identified as problem areas either to the Union or the Employer.

The Principals may resolve these problem areas by mutual agreement. In the event such mutually agreed resolve requires any change to the collective agreement, then such changes will be implemented during the next round of negotiations or sooner if the Principals agree.

**LETTER OF AGREEMENT 1**

The BCGEU represents three groups of workers at the Haisla Nation Council. (Instructors, Support & Public Works)

The next set of bargaining for the renewal of all three collective agreements shall be bargained simultaneously using the same process as currently practised by the parties.

**LETTER OF AGREEMENT 2**

The parties acknowledge that as a general principle regular part-time employees should have access to increased hours of work opportunities up to full-time hours prior to casual employees.

In view of the above, the parties agree regular part-time employees will be given the opportunity to accept work beyond their regular part-time schedule by mutual agreement.

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