

DRAFT

COLLECTIVE AGREEMENT

between the

**GURU NANAK EDUCATION SOCIETY OF B.C.
("SIKH ACADEMY")**

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

Effective from June 17, 2021 to June 30, 2024

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DRAFT

DEFINITIONS

In this agreement:

- (a) "*Employer*" will mean the Guru Nanak Education Society of BC ("*Sikh Academy*"). It is understood that the employer designates and delegates administrative functions to its administrative staff.
- (b) "*Family*" will mean spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, the child or parent of an employee's spouse and any person who lives with an employee as a member of the employee's family.
- (c) "*Practicum Students*" are volunteer students utilized by the Employer, from time to time, to carry out varied duties and responsibilities primarily for the benefit of the student. Such practicum students will not engage in any bargaining unit work except under the direct supervision of a teacher, fill any vacant positions or backfill for employees on vacation, layoff or leave.
- (d) "*School Year*" shall mean the academic year as set out in the Sikh Academy School calendar, running from approximately September 1st to June 30th each year.
- (e) "*Spouse*" will mean married and common-law partners regardless of sexual orientation, gender identity, or gender expression.
- (f) "*Summer Break*" shall mean the period immediately following a school year and immediately preceding a subsequent school year as set out in the Sikh Academy School calendar, running from approximately July 1st to August 31st each year.
- (g) "*Union*" will mean the B.C. General Employees' Union (BCGEU). It is understood that the Union designates and delegates functions to the president and other officers and members of the Union.

ARTICLE 1 - PARTIES TO THE AGREEMENT

The parties to the agreement are the Guru Nanak Education Society of BC ("*Employer*") and the B.C. General Employee's Union ("*Union*") representing Employees at and from 12895 - 85th Avenue, Surrey, 9115 - 160th Street, Surrey, and any other location from which the Employer operates a preschool or K-8 independent school.

ARTICLE 2 - PREAMBLE

2.1 Purpose of Agreement

The terms and conditions contained in the body of this agreement are designed to promote harmonious relations and to facilitate the amicable settlement of disputes and misunderstandings. It is recognized by this agreement to be the duty of the Employer and of the Employees to cooperate fully, both individually and collectively, for the advancement of these purposes.

2.2 Objectives and Principles

The Employer and Union acknowledge and recognize the following mutual objectives and principles:

- (a) Build a positive and caring child centered learning environment where Employees, parents, and the community will work together and empower students to learn and gain confidence to meet the challenges in life;

- (b) Ensure that students learn the Sikh way of life and imbibe moral and spiritual values;
- (c) Promote the development and improvement of the quality and effectiveness of the education provided at Sikh Academy;
- (d) To foster an educational climate which will encourage freedom of thought and inquiry, awareness, openness, and personal and social responsibility in accordance with the values set out at (a) and (b) above as well as Ministry of Education curriculum requirements.

2.3 Copies of the agreement

The Employer will provide a copy of the agreement to existing and any new Employees.

ARTICLE 3 - RECOGNITION

The Employer recognizes the B.C. General Employees' Union (BCGEU) as the exclusive bargaining agent for all Employees at and from 12895 - 85th Avenue, Surrey, 9115 - 160th Street, Surrey, and any other location from which the Employer operates a preschool or K-8 independent school.

ARTICLE 4 - FUTURE LEGISLATION

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. All other provisions of this agreement shall remain in full force and effect.

ARTICLE 5 - USE OF TERMS

Wherever the singular is used in this agreement the same will be construed as meaning the plural if the context requires unless otherwise specifically stated.

ARTICLE 6 - EMPLOYER RIGHTS

Except as this agreement otherwise specifies, the Employer retains the right to assign duties and to manage and direct Employees provided such rights are exercised fairly and reasonably. The provisions of this article will be exercised consistently with the other provisions of this agreement and not be used for the purpose of discrimination against Employees.

The Employer specifically reserves the right to transfer Employees between campuses for operational reasons. Employee transfers will be in accordance with the seniority provisions of this agreement. Prior to exercising its right to transfer employees between campuses the Employer will first seek volunteer(s).

This article will not restrict, limit or, nullify those rights and obligations specifically granted to the Union pursuant to this agreement.

ARTICLE 7 - UNION SECURITY

7.1

All Employees in the bargaining unit who, on June 17, 2021, were members of the Union or thereafter became members of the Union will, as a condition of continued employment, maintain such membership (subject to the provisions of Section 17 of the *Labour Relations Code* of British Columbia).

7.2

All Employees hired on or after June 17, 2021, will, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of 30 days as an Employee (subject only to the provisions of Section 17 of the *Labour Relations Code* of British Columbia).

7.3

Nothing in this agreement will be construed as requiring a person who was an Employee prior to June 17, 2021, to become a member of the Union.

7.4

The use of volunteers will not result in the layoff of any Employee or failure to recall any Employee. Volunteers will not fill any vacant positions or backfill for employees on vacation, layoff or leave. It is understood that volunteers will not attend the classroom or participate in any out of school activities unless requested by the teacher and that their participation will be restricted to assisting the teacher as requested. The Employer will notify the Union before implementing any new volunteer program.

ARTICLE 8 - UNION RECOGNITION RIGHTS

8.1 Bargaining Unit Defined

- (a) The bargaining unit consists of all Employees at and from 12895 - 85th Avenue, Surrey, 9115 - 160th Street, Surrey, and any other location from which the Employer operates a preschool or K-8 independent school.
- (b) The parties recognize that referral to the legislated authority is the ultimate step to resolve a dispute and that the parties will make every attempt to negotiate the matter of exclusions freely and fully and to resolve the issues as expeditiously as possible.
- (c) Where the Employer seeks to exclude a position, representation will be made to the Union in writing. Where agreement is not reached within 14 days of receipt of initial representation or such other time as may be mutually agreed, the matter will be submitted to the Labour Relations Board for adjudication.
- (d) Where the parties fail to agree and pending a decision by the Labour Relations Board, the position can be filled and worked. The incumbent will not be considered in the bargaining unit until determination is made by the Labour Relations Board. Established or upgraded positions in the bargaining unit will not be excluded except by mutual agreement or a decision of the Labour Relations Board.

8.2 No Other Agreement

No Employee covered by this agreement will be required or permitted to make or maintain a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

ARTICLE 9 - UNION RIGHTS

9.1 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent Employees.
- (b) The Union agrees to provide the Employer with a list of the Employees designated as stewards and alternates.
- (c) Leave to perform steward's duties shall be without loss of pay. Such permission shall not be withheld unless the steward is a Teacher or Pre-School Teacher and there is no TTOC available to cover their class in which case permission will be granted as soon as coverage is available. Where possible, Stewards will attempt to minimize disruptions to the school's operation.
- (d) Duties of the steward are:
 - (1) Investigation of complaints;
 - (2) Investigation of grievances and assisting any Employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
 - (3) Supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
 - (4) Carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
 - (5) Attending meetings called by management;
 - (6) Other responsibilities as needed.

9.2 Union Business

Employees may attend an hour-long meeting outside of working hours with a representative of the Union at their worksite once during each term.

The Union will provide the Employer with two weeks' notice of the meeting.

9.3 Union Representatives

Access to the school and temporary use of school facilities will be granted to external Union representatives to prepare for contract negotiations and contract administration provided that:

- (a) the designated supervisor is notified in advance;
- (b) there is no interference with the operation of the school; and
- (c) the Employer is advised in advance of the Union's intention and purpose for requiring access

9.4 Use and Access to Facilities

The Employer will allow the Union reasonable use of its equipment for the purpose of communicating with the membership.

9.5 Union Activity

The Employer or any person acting on its behalf will not seek by intimidation, by threat of dismissal or any other kind of threat or promise or by threat of imposition of a penalty to compel or to induce an Employee to refrain from:

- (a) becoming or remaining a member or officer of the Union;
- (b) participation in any lawful activities of the Union;
- (c) exercising any right under this agreement and the *Labour Relations Code*.

9.6 Union Bargaining Committee

Leaves of absence without loss of pay will be provided to all members of the Union bargaining committee to attend negotiation sessions, including Union caucus meetings. The Union will reimburse the Employer the Employee's compensation costs.

9.7 Union Business for Full-Time Union or Public Duties

Long-term leave of absence without pay and without loss of seniority will be granted:

- (a) for Employees elected to a full-time position with the Union for a period of one year and the leave shall be renewed upon request;
- (b) for an Employee elected to the position of President or Treasurer of the B.C. General Employees' Union;
- (c) for an Employee elected to anybody to which the Union is affiliated for a period of one year and the leave shall be renewed upon request;
- (d) for Employees to seek election in a municipal, provincial, federal, gurdwara, First Nation or other Indigenous election for a maximum period of 90 days;
- (e) For Employees elected to a public office for a maximum period of five years;

9.8 Bulletin Board

The Employer will provide bulletin boards in each staff room for the exclusive use of the Union.

9.9 Right to Refuse to Cross Picket Lines

- (a) All Employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a strike as defined in the relevant labour legislation.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement or grounds for disciplinary action.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 Grievance Procedure

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

- (a) differences between the parties respecting the administration, 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; or
- (b) the dismissal, discipline or suspension of an Employee bound by this agreement.

10.2 Step 1

Every attempt will be made to resolve the grievance at Step 1 by discussions with the Employee's immediate excluded supervisor. The aggrieved Employee will have the right to have a steward present at all such discussions.

The Employer will provide the Union with a list of the appropriate designated excluded supervisors and their area of responsibility within the school.

10.3 Step 2

If the grievance is not resolved at Step 1, the aggrieved Employee may submit a written grievance, through the steward, to Step 2 of the grievance procedure no later than 30 days after the date:

- (a) on which the Employee was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which the Employee reasonably became aware of the action or circumstances giving rise to the grievance.

Any grievance not advanced to Step 2 within the required time-limit is deemed to be forfeited and abandoned. The time-limit may be extended by mutual agreement of the Employer and the Union in writing, in which case the new date shall prevail.

Within 10 school days of receipt of the grievance the principal or their designate will meet with the steward and grievor to attempt to resolve the dispute.

The principal or their designate will reply in writing to an Employee's grievance within 10 school days of the meeting referred to in in this Article 10.3(c).

10.4 Step 3

If the grievance is not resolved at Step 2, the Union may present a grievance at Step 3:

- (a) within 10 school days after the Employer's response at Step 2; or
- (b) within 10 school days after the employer's reply was due.
- (c) The board chair or their designate will meet with the Union within 10 school days of receipt of the grievance at Step 3 to attempt to resolve the dispute.
- (d) Within 10 school days of the meeting at Article 10.4(c) the board chair or their designate will reply in writing to the grievance at Step 3.

- (e) Where no satisfactory agreement is reached at Step 3 either party may submit the dispute to arbitration, as set out in Article 11 of this agreement.

10.5 Policy Grievance

Where either party to this agreement disputes the general administration, application, interpretation or alleged violation of an article of this agreement, the dispute will be discussed between the parties within 30 days of the occurrence. Where no satisfactory agreement is reached either party may submit the dispute to arbitration, as set out in Article 11 of this agreement.

10.6 Summer Vacation

During the Summer Break, the periods set forth in this article all time limits will increase to 30 calendar days.

10.7 Administrative Provisions

- (a) Grievances and replies and notification to arbitrate may be issued by facsimile, hand-delivered or email.
- (b) Grievances, replies and notification will be deemed to be presented and received on the day they were delivered to the Employer or the Union.

ARTICLE 11 - ARBITRATION

Failing satisfactory settlement of the grievance at Step 3 the grievance may be referred to arbitration within 30 days after the Employer's decision has been received. Notice of intent to arbitrate must be given within the prescribed time period. The time-limit may be extended by mutual agreement of the Employer and the Union in writing, in which case the new date shall prevail.

11.1 Assignment of Arbitrator

A single arbitrator will be selected by mutual agreement of the parties. In the event the parties are unable to agree on an arbitrator, the Collective Agreement Arbitration Bureau will be requested to select the Arbitrator.

11.2 Arbitration Procedure

The Arbitrator may determine their own procedure in accordance with the *Labour Relations Code* and will give full opportunity to all parties to present evidence and make representations. The Arbitrator will hear and determine the difference or allegation and will make every effort to render a decision within 30 days of the conclusion of the hearing.

11.3 Arbitration Expenses

The expenses of the Arbitrator and of the place of hearing will be shared equally by the Union and the Employer.

11.4 Witness Fee and Allowances

Witness fees and allowances will be paid by the party calling or appointing such witnesses.

11.5 Decision of Arbitrator

No costs of arbitration will be awarded to or against either party.

11.6 Expedited Arbitration

By mutual agreement, the parties may submit the dispute to an expedited arbitration process as mutually agreed by the parties.

ARTICLE 12 - APPOINTMENT OF EMPLOYEES

(a) *Definition of Employees*

(1) *Regular Full-Time*

A Regular Full-Time Employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 8 of this agreement and who has completed the probationary period.

(2) *Regular Part-Time*

A Regular Part-Time Employee is any person employed on a continuing basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 8 of this agreement and who has completed the probationary period.

(3) *Teacher Teaching On Call (TTOC)*

A Teacher Teaching On Call (TTOC) will mean a teacher who provides day to day teaching that is less than 20 consecutive teaching days in any teaching position.

(4) *Casual*

A Casual Employee will mean those Employees hired for extra or relief work for periods of up to a school term. Such Employees shall be paid at the salary rates provided in this agreement plus 3% in lieu of benefits, inclusive of vacation and statutory holidays. An extension of the period may be arranged by mutual agreement between the parties.

(b) *Appointment of Employees*

(1) The appointment of Employees shall be in writing which shall indicate whether the appointment is Regular Full-Time, Regular Part-Time, Casual or Teacher Teaching On Call (TTOC). This shall include their anticipated hours of work.

(2) The appointment of Employees shall be within one of the classifications of Certified Teacher, Letter of Permission (LOP) Teacher, Independently Certified, Special Education Assistant, Preschool Teacher, Office Staff or Bus Driver.

(c) *Probation - Regular Employees*

(1) *Teachers:* Every new Regular Teacher shall be on probation during their first School Year of employment.

(2) *Regular Employees who are not Teachers:* Every new Regular Employee shall be on probation for the first 90 days of employment.

(3) If no appraisal is carried out, an Employee's performance shall be deemed to be satisfactory.

(4) Upon the successful completion of the probationary period, an Employee shall become a Regular Employee and shall be placed on the seniority list in order of their date of appointment.

(5) The probationary period may be extended in writing, upon the mutual agreement of the Employer and Employee.

(6) If a Regular Employee's appointment is not confirmed at the end of the probationary period, the Employer shall give the Employee at least two weeks' notice (or pay in lieu of notice) of the termination.

(7) During the probation period, the Employer may discharge probationary Employees if the Employer determines that the probationary Employee is not suitable for continued employment.

(8) A discharge during probation is subject to the grievance procedure in this agreement.

(d) *Probation - Casual Employees and Teachers Teaching On Call*

There shall be no probation period for Casual Employees or Teachers Teaching On Call.

ARTICLE 13 - NEW CLASSIFICATIONS

Should a new classification be created during the life of this agreement, the parties will negotiate a rate of pay and other terms relevant to that position. Such new terms will be effective from the first day of the new classification. In the event the parties cannot agree, these matters may be referred to arbitration as provided in Article 11.

ARTICLE 14 - EMPLOYEE APPRAISALS

(a) *Regular Employees*

The Employer may conduct formal appraisals of a Regular Employee's performance.

(b) *Casual Employees*

Casual Employees will not be appraised.

(c) *Joint Committee*

The parties agree that they will strike a joint committee with equal representation from the Employer and Union to develop appraisal criteria and guidelines. The joint committee will provide any recommendations to their respective principals for review by September 1, 2023, with the intention of incorporating agreed-to recommendations into the renewal collective agreement. The parties agree that in the interim they do not have the authority to bind their respective principals to any recommendations that the joint committee may make.

ARTICLE 15 - CHECK-OFF OF UNION DUES

15.1 Authorization for Deductions

An Employee will, as a condition of continued employment, complete an authorization form providing for the deduction from their monthly wages or salary dues, initiation fees and other charges as determined by the Union and payable to the Union.

15.2 Deductions Made on Payroll

Deductions will be made in each payroll period and membership dues, initiation fees and other charges will be considered as owing in the period for which they are so deducted.

15.3 Remittance of Union Dues and Assessments

- (a) The Employer will provide to the Union with every dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv".
- (b) If the employer is unable to provide the file in ".csv" format then ".xls" or ".xlsx" file formats are acceptable.
- (c) Employee information will always be sent in the same format and column order. The format of the information submitted by the Employer must be consistent from submission to submission.

Employee ID Number	Member Last Name	Member First Name	Dues
Gross Wages for the period	Job Classification	Job/ Position Title	Service Start Date
Appointment Code	Work Location Name	Work Location Address	Member Address
Member Work Phone	Member Home Phone	Member Cell Phone	Member Home Email

(d) *Electronic Funds Transfer*

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

Each EFT email will also include:

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

ARTICLE 16 - EMPLOYER-UNION RELATIONS

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

The Employer agrees to provide a copy of the collective agreement to each new Employee.

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

The Employer will notify the steward of new Employees and of their primary work location within 10 school days of the start date of the new Employee. A union steward will be given an opportunity to meet with each new Employee during regular working hours, without loss of pay, for 30 minutes within the first 30 school days of 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 17 - ACCESS TO INFORMATION

The Employer will notify the Union in writing of the hiring of new Employees within 10 school days of their appointment.

The Employer agrees to provide to the Union within 20 days after the start of each term the following information:

- (a) a list of Employees including their classification, status, home address, home phone number, personal cell phone number, and personal email address;
- (b) notifications of new hires and deaths;
- (c) copies of general mailings from the Employer to parents or members of the Employer.

ARTICLE 18 - JOINT CONSULTATION COMMITTEE

18.1 Joint Consultation Committee Defined

In accordance with Section 53 of the *Labour Relations Code*, the parties will form a Joint Consultation Committee which will meet at least once every 60 days or at the call of either party at a mutually agreeable time and place to discuss issues that affect the parties to this collective agreement.

18.2 Composition of Committee

The Joint Consultation Committee will be composed of representatives equal in number. The minimum size of the committee will be three representatives from the Employer and three representatives from the Union. The committee may call upon additional persons for technical information or advice. The committee may establish subcommittees or ad hoc committees as it deems necessary and will set guidelines and operating procedures for such committees.

18.3 Purpose of Committee

The purpose of the Joint Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

18.4 Chair of Committee

Alternating Employer and Union representatives will preside over the meetings.

18.5 Limitations of Committee

The committee will not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The committee will not supersede the activities of any other

committee of the Union or of the Employer and will not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

18.6 Authority to Make Recommendations

The committee may make recommendations to the Union and the Employer on the following general matters:

- (a) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (b) correcting conditions causing grievances and misunderstanding.

18.7 No Loss of Pay

Employees appointed by the Union as union representatives to the Joint Consultation Committee will not suffer any loss of regular earnings while attending such meetings.

18.8 Committee Minutes

The minutes from the Joint Consultation Committee will be provided to the Union.

ARTICLE 19 - NO DISCRIMINATION, HARASSMENT OR BULLYING

19.1 General

- (a) The Employer and the Union agree that all individuals deserve to be treated with respect and dignity.
- (b) The Employer and the Union subscribe to the principles of the *Human Rights Code* and the Charter of Rights and Freedoms.
- (c) The Employer recognizes the right of Employees to work in an environment free from discrimination, harassment, and bullying.
- (d) The Employer shall take such actions as are necessary respecting an Employee engaging discrimination, harassment or bullying in the workplace.

19.2 Definitions

- (a) *Discrimination*
 - (1) The Employer will not discriminate, interfere, restrict or coerce against Employees with respect to terms or conditions of employment because of Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression or age of that person or class of persons, as defined in the *Human Rights Code*.
 - (2) Discrimination relates to any of the prohibited grounds in the *Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate, or unintended, unsolicited or unwelcome as determined by a reasonable person.

(b) *Bullying and Harassment*

The Union and the Employer recognize the right of Employees to work in an environment free from personal and sexual harassment and the Employer shall take such actions as are necessary respecting an Employee engaging in harassment in the workplace.

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

- (1) creates a risk to an Employee's psychological or physical well-being; or
- (2) causes an Employee substantial distress or results in an Employee's humiliation or intimidation; or
- (3) is discriminatory behaviour that causes substantial distress and is based on a person's Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, age, sexual orientation, gender identity or expression; or
- (4) is seriously inappropriate and serves no legitimate work-related purpose.
- (5) Bullying and harassment does not include any reasonable action taken by the Employer relating to the management and direction of workers or the place of employment.

(c) *Sexual Harassment*

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.

To constitute sexual harassment, behaviour may be repeated or persistent or may be a single incident.

Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(d) *Harassment or Bullying Complaints: Informal Resolution*

- (1) A bullying or harassment complaint is not a grievance. The complainant must follow this complaint process. Notwithstanding the preceding sentence, nothing in this article precludes the Union or Employee pursuing recourse through the grievance procedure.
- (2) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union, and witnesses.

(3) The complainant and the respondent (if they are a member of the Union) each have the right to Union representation.

(4) 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 through the informal process, the complaint will be considered resolved. A complainant must advise the Employer in writing if they are not satisfied with the outcome reached through the informal process within 10 working days of the conclusion of the informal process.

(5) Until a complaint is resolved, the Employer may take interim administrative measures such as separating the complainant and respondent. Those measures will not be disciplinary or without loss of pay to the complaint and respondent.

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

(e) *Harassment or Bullying Complaints: Formal Resolution*

When the complaint is not resolved through the informal process, the complaint will be formally investigated by the Employer. The Employer will refer the complaint to investigation by an external investigator selected from a list of investigators agreed upon between the Employer and Union where:

(1) The complainant alleges systemic harassment or harassment involving multiple respondents or complainants of harassment;

(2) The complaint alleges physical or sexual violence or physical or sexual harassment, or the threat of physical violence or harassment;

(3) The respondent is the Principal, a Vice Principal, a Board member or, members of the Guru Nanak Educational Society; or

(4) The matter involves an Employee and a student.

An investigation will be commenced, or an investigator will be appointed, within 10 working days of the date a complainant provides written notice that the complaint has not resolved through the informal procedure.

The referral to an external investigator should, where possible, include a written statement from the complainant and the respondent which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Employer and forwarded to the Investigator with a copy sent to the Union.

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the Employer and Union.

(5) Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue.

(6) All persons interviewed will be instructed that the investigation is confidential and that they must maintain the confidentiality of the investigation process at all times.

- (7) (i) The purpose of the investigation will be to ascertain facts. The Employer or external investigator will provide a summary report of evidence gathered, conclusions and recommendations.
- (ii) All persons quoted in the summary report will be named by code determined by the Investigator to preserve confidentiality.
- (iii) The complete summary report will be given, in confidence, to the Union and the Employer. It is the responsibility of the Employer to forward a copy of the report to the complainant and the respondent. The Employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by code only. However, a reference key will be provided to the Employer and Union for internal use.
- (8) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- (9) An external investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (10) The investigation will conclude within 20 days of commencement and a summary report will be concluded within a further 10 days. These timelines may be extended by agreement of the parties to the collective agreement. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.
- (11) An external investigator may, as part of their report, make recommendations for resolution of the complaint.
- (12) The report will not be placed on an Employee's file.
- (13) The Employer will make a written determination based upon the facts and recommendation, if any, within 10 working days of the receipt of the Investigator's report. If necessary, this timeline may be extended by mutual agreement between the parties to the collective agreement.
- (14) The determination will: (a) state the action(s), if any, to be taken or required by the Employer and (b) include, where appropriate, a statement of exoneration.
- (15) Should a complainant file a complaint under the provisions of the *Human Rights Code*, it is understood that the *Human Rights Code* complaint will be set aside until such time as the procedures under this Article have been completed. Where an allegation includes both complaints under the *Human Rights Code* and a personal harassment complaint, the parties may agree to have the Investigator investigate all the complaints, in order to relieve against expense and duality of process.
- (16) The above noted procedure does not restrict:
- (i) The Employer's right to take disciplinary action;
- (ii) The Union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

(17) False, frivolous, vexatious, or malicious complaints, breaches of confidentiality, or retaliation in respect of a complaint may result in discipline. Should retaliation be alleged following the filing of a complaint, an Investigator may deal with that allegation and make a finding.

ARTICLE 20 - DISCIPLINE, SUSPENSION AND DISMISSAL

20.1 Discipline, Suspension or Dismissal

The Employer will not discipline, suspend, or dismiss an Employee except for just and reasonable cause.

20.2 Burden of Proof

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

20.3 Notice of Suspension or Dismissal

Notice of suspension or dismissal will be in writing and will set forth the reasons.

20.4 Right to Steward

An Employee will have the right to have a steward present at any discussion with supervisory personnel when the purpose of the meeting is disciplinary. Where the Employer intends to interview an Employee for disciplinary purposes, the Employer will ensure that the Employee is notified in advance of the interview in order that the Employee may contact a steward unless the safety or welfare of students is at risk. Any Employee who is interviewed during an investigation will have the right to union representation at the interview.

ARTICLE 21 - PERSONNEL FILES

21.1 Personnel File

There shall be only one personnel file for each Employee which shall be maintained by and located in, the human resources department.

Material that is not in an Employee's personnel file shall not be used in any evaluative or disciplinary procedures or otherwise to the disadvantage of the Employee.

21.2 Access to Personnel File

An Employee or the Union designate with the written authority of the Employee will be given private access to their personnel file, upon reasonable notice. Upon request, the Employee or the Union designate with the written authority of the Employee, will be provided with a copy of the contents of their personnel file.

21.3 Notification

The Employee will be notified when new material is added to their personnel file.

21.4 Removal of Disciplinary Documents

Any disciplinary document(s) shall be removed from the Employee's personnel file after the expiration of 18 months from the date of issue providing there has not been a further infraction during that period.

ARTICLE 22 - SENIORITY

22.1 Definition

In this agreement, "*seniority*" for Regular Full-Time and Part-time Employees will mean the length of continuous service as an Employee of the Employer. For the purposes of calculating length of service, part-time service will be converted to its full-time equivalent (FTE).

Upon successful completion of probation, a Regular Full-Time or Part-Time Employee's seniority will be established from the date of hire.

22.2 Seniority List

- (a) The seniority list will show the date each Employee commenced employment with the Employer. Up-to-date seniority lists will be sent to the Union within 20 days after the start of each term.
- (b) Errors in the seniority list must be brought to the attention of the Employer within 30 calendar days of receipt of the list by the Union.
- (c) Corrections will be effective as of the date of notification and will be included in the next publication of the seniority lists.
- (d) All seniority date adjustments shall be made effective the start of each term.

22.3 Loss of Seniority

Seniority will be lost in the following situations:

- (a) dismissal for just cause where the Employee is not reinstated.
- (b) voluntary termination of employment or abandonment of position by the Employee.
- (c) Layoff for more than 24 months.

22.4 Seniority Tie Breaker

The Employer and the Union agree that where there is a tie in seniority between two or more Employees, the determination of seniority will be as follows:

- (a) where two or more Employees have the same date of commencement of employment, their order of seniority will be determined by the time and date of receipt of their acceptance of their appointment.
- (b) where a seniority tie is not resolved by (a) above, the steward and Employer representative will jointly administer a game of chance.

22.5 Excluded Positions

An Employee who holds an existing position outside the bargaining unit effective the date of ratification will retain their seniority as a bargaining unit member if they return to the bargaining unit within one year of ratification of this agreement. If they fail to return to the bargaining unit within one year of ratification, they will lose their seniority.

Effective the date of ratification of this agreement, Employees who accept positions outside of the bargaining unit will lose all rights under this collective agreement.

22.6 Teachers Teaching On Call and Casual Employees

Teachers Teaching On Call and Casual employees accumulate seniority for days of service which are paid in half-day increments. The Employer will contact the most senior Teacher Teaching on Call or Casual Employee providing they are qualified and available for the position being filled.

ARTICLE 23 - VACANCIES

23.1 Postings

All vacancies shall be posted internally, and the Union shall receive a copy at the time of posting. Members of the bargaining unit shall have the opportunity to apply for the open position with seven working days of the posting. If an internal applicant is not appointed or no internal applications are forthcoming within the seven-day period, the vacancy shall be advertised publicly.

23.2 Selection Criteria

The only criteria used to evaluate applicants are:

- Qualifications
- Work experience
- Interpersonal and communication skills,
- Direct or transferable experience for the work being applied for.

23.3 Notification

Unsuccessful applicants, upon request, shall be provided the reasons they were unsuccessful within 10 working days of making the request.

ARTICLE 24 - LAYOFF

24.1 Purpose of Layoff

The Employer shall layoff Employees only for lack of work, shortage of funds, or operational restructuring.

24.2 Order of Layoff

Casual Employees will be laid off in reverse order of seniority before any Regular Employees.

Regular Employees will be laid off in reverse order of seniority within the appropriate classification providing the more senior Employee is qualified to do the work.

Regular Employees, who are also Teachers, will be laid off in reverse order of seniority unless the Ministry of Education & Child Care doesn't approve an application for a Letter of Permission (LOP) Teacher. Should the Ministry not approve an application for a LOP Teacher, the LOP Teacher(s) will be laid off in reverse order of seniority prior to the layoff of any Certified Teachers.

24.3 Notice of Layoff

Regular Employees will receive at least 30 days' notice in writing prior to the effective date of the layoff or make a payment equivalent to the Employee's salary for the number of days the actual notice is less than 30 days in lieu of the full 30 days' notice. Such notice will state the reason for the layoff and inform

the Employee to be laid off their options under this article. The Employer will concurrently forward a copy of such notice to the Union.

24.4 Pre-Layoff Canvass

- (a) Prior to issuing a layoff notice to any Employee under this article the Employer will canvass the Employee(s) identified for layoff and, the 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 notice and/or severance and other benefits as provided for in the *Employment Standards Act*;
- (b) An Employee election under 24.4(a)(1) or 24.4(a)(2) to be confirmed in writing by the Employer, will be final and binding on the Employee.
- (c) Responses from Employees to the Pre-Layoff Canvass must be submitted within 10 days of issuance of the written notice of the Pre-Layoff Canvass to the Union and to the Employee or group of Employees within the area identified for reduction.
- (d) Where the number of Employees choosing to exercise an under this provision exceeds the number of positions to be reduced, the determination will be by the Employer based on seniority.

24.5 Recall

For a period of 24 months following the date of layoff, laid-off Employees shall have the right of recall to any position for which they are qualified Recall will be in order of seniority.

When a position becomes available, the Employer will send out a notice of the vacancy to all Employees on the recall list. The Employee who is qualified and most senior on the recall list will be offered, in writing, the position.

An Employee offered recall will inform the Employer within 10 working days of the receipt of the offer of their acceptance or rejection of the offer. If the Employee declines the offer, the position will be offered to the Employee who has the next greatest seniority who is qualified.

An Employee's right to recall under this article is lost if the Employee declines two separate recalls equivalent to the position they held prior to lay-off, for which the Employee is qualified to perform the work.

ARTICLE 25 - VACATION ENTITLEMENT

25.1 Employee Vacation Entitlement

Regular Employees are entitled to three weeks of vacation per year. Vacation must be taken during the Winter Break and Spring Break unless otherwise authorized by the Employer. Subject to operational requirements, authorization will not be unreasonably withheld.

Regular Employees will accrue vacation pay at a rate of 6% of wages in compliance with the vacation provisions of the *Employment Standards Act*, which will be paid out to Employees during periods of vacation by way of salary continuance.

In addition to annual vacation, Regular Employees will be entitled to pay, at their regular rate of pay based on regular hours of work, for business days between Boxing Day and New Year's Day while the school is closed. Employees will not be required to attend work during this period unless otherwise advised by the Employer, in which case Employees will be permitted to take time off with pay equivalent to time worked at a later time mutually agreed upon with the Employer.

25.2 Casual Employees and Teachers Teaching on Call Vacation Entitlement

Casual Employees and Teachers Teaching on Call shall receive 6% on all wages in lieu of vacation.

ARTICLE 26 - STATUTORY HOLIDAYS

The following shall be considered paid public holidays:

New Year's Day	Labour Day
Family Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other day proclaimed by the provincial government as a statutory holiday.

When a public holiday falls on a non-working day, the workday immediately following the non-working day will be considered the paid public holiday. Employees who do not normally work outside of the School Year are not entitled to a paid public holiday on Canada Day or British Columbia Day unless otherwise entitled under the *Employment Standards Act*.

A statutory holiday falling within a vacation period shall not be counted as part of the vacation.

ARTICLE 27 - HOURS OF WORK AND OVERTIME

27.1 Hours of Work for Teachers

Fulltime hours of work for Teachers shall be 0800 hours to 1600 hours, Monday through Friday during the School Year. Fulltime Teachers may leave work at 1540 hours without reduction in pay if they have finished their work by 1540 hours.

27.2 Hours of Work for Special Education Assistants

Fulltime hours of work for Special Education Assistants shall be 800 hours to 1600 hours, Monday through Friday during the School Year. Special Education Assistants may leave work at 1540 hours without reduction in pay if they have finished their work by 1540 hours.

27.3 Hours of Work for Pre-School Teachers

Fulltime hours of work for Pre-School Teachers shall be 0800 hours to 1600 hours, Monday through Friday during the School Year. Pre-School Teachers may leave work at 1540 hours without reduction in pay if they have finished their work by 1540 hours.

27.4 Hours of Work for Office Administration Staff

Fulltime hours of work for Office Administration Staff shall be 0800 hours to 1600 hours, Monday through Friday.

27.5 Hours of Work for Bus Drivers

Regular Part-Time hours of work for Bus Drivers shall be two hours in the morning and two hours in the afternoon according to the needs of the Bus Driver's assigned route, Monday through Friday during the School Year.

27.6 Overtime Defined

Work done by Employees other than Teachers in excess of eight hours per day will be paid as follows:

- (a) time and one-half their regular rate for hours worked up to 11 hours during their regular workday or, in excess of the fulltime weekly hours of the classification.
- (b) double-time their regular rate for hours worked over 11 hours during their workday

Work done by Teachers in excess of eight hours per day will be paid as follows:

- (a) straight-time at their regular rate for hours worked up to 11 hours during their regular workday.
- (b) double-time their regular rate for hours worked over 11 hours during their workday.

27.7 Overtime Bank

Office Administration Staff and Bus Drivers will have the option of overtime pay, or time off in lieu of pay, for all overtime worked.

27.8 Authorization of Overtime

Overtime must be authorized in advance by the Employer.

27.9 Meal Allowance on Overtime

When an Employee is required to work a two and one-half hours overtime after completion of their scheduled daily hours, the Employee will be provided with a meal. If the Employer does not provide a meal, the Employee will be reimbursed in the amount as set out in Article 36.1, and a meal break of 30 minutes with pay will be given.

27.10 Paid Breaks

There shall be two 15-minute paid breaks per day.

ARTICLE 28 - PREGNANCY AND PARENTAL LEAVE**28.1 Pregnancy Leave**

- (a) Upon request, a pregnant Employee will be granted unpaid leave for a period of not more than 17 consecutive weeks. Such Employee will also be entitled to parental leave pursuant to Article 28.3.
- (b) The period of pregnancy leave will commence on a date determined by the Employee, but no sooner than 11 weeks prior to the estimated birth date and ending no earlier than six weeks after the actual birth date.

- (c) The request to take pregnancy leave must be made, in writing, at least four weeks prior to the proposed commencement of the leave and include the probable birth date.
- (d) An Employee on commencement of pregnancy leave will provide the Employer with the anticipated date of their return to work.
- (e) The period of pregnancy leave will abut any period of parental leave taken under the provisions of Article 28.3.
- (f) Pregnancy leave will be extended for up to an additional six consecutive weeks or such longer period that ends at a natural break in the School Year, for illness of the new-born child(ren) where a doctor's certificate is presented, or for reasons related to the birth or the termination of the pregnancy.
- (g) An Employee who qualifies for health benefits pursuant to other provisions of this agreement may claim such benefits for any period prior to commencement of or following the completion of pregnancy leave.

28.2 Return and Emergency Situations

- (a) In the case of an incomplete pregnancy, death of a child or other special situations, an Employee may return to duty earlier than provided in the agreed-upon leave provided that a minimum of two weeks' written notice is given to the Employer.
- (b) The Employee intending to make an early return to duty will submit a written application together with a medical certificate stating that the Employee is fit to return to work.

28.3 Parental Leave

- (a) An Employee who requests parental/~~adoption~~ leave will be entitled to:
 - (1) for a pregnant parent immediately after the end of the pregnancy leave up to 61 consecutive weeks of unpaid leave beginning after the end of the pregnancy leave unless the Employee and the Employer agree otherwise.
 - (2) for a partner of the pregnant parent up to ~~two~~ 62 consecutive weeks of unpaid leave beginning after the child's birth and within the 78 weeks period following the birth of the child.
 - (3) for an adopting parent, up to 62 consecutive weeks beginning within 78 weeks after the date the child comes into 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.;
- (b) Where both parents are Employees of the Employer, the Employees will determine the apportionment of parental leave between them subject to the agreement of the Employer. The total parental leave when shared between both parents will not exceed 62 weeks.
- (c) The request to take parental leave must be made, in writing, at least four weeks prior to the proposed commencement of the leave, and be accompanied by:
 - (1) a certificate of a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren); or
 - (2) a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).

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

28.4 Annual Leave

The services of an Employee who is on a pregnancy, adoption or parental leave are deemed continuous for the purposes of calculating annual vacation entitlement and any pension, medical or other plan beneficial to the Employee.

28.5 Rights on Return to Work

On return to work from pregnancy, or parental leave, an Employee will be placed either in the position the Employee held before taking the leave or in a comparable position.

28.6 Extended Childcare Leave

Upon written application no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 28.1 and 28.3 an Employee will be granted a further leave of absence not to exceed 12 months. If a teacher wishes to take this extended leave, the teacher will be required to return to work at the beginning of the applicable next School Year.

An Employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended childcare leave.

An Employee on extended childcare leave will provide the Employer with at least one month's written notice of return from such leave.

(a) Upon return to work from this leave, the Employee will be placed in the former position held by the Employee prior to taking the leave or in a comparable position.

28.7 Notice on Return to Work

(a) Where the return-to-work date is changed from the return date provided in 28.1(d), an Employee returning from pregnancy or parental leave shall notify the Employer a minimum of two months in advance of the original return date.

ARTICLE 29 - LEAVES

29.1 Requests for Leave

All requests for leave will be made in writing except where it is not possible to do so. Leaves will be made available to Employees as provided for in this article.

29.2 Bereavement Leave

An Employee will be entitled to five days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the Employer. The Employer may grant additional leave with pay.

29.3 Personal Leave

The Employer may grant a leave of absence, either fulltime or part-time, with or without pay, to an Employee for any reason up to twelve consecutive months.

29.4 Jury Duty

An Employee who is subpoenaed for jury duty will continue to receive full pay and benefits but will sign over to the Employer any funds received for the jury duty.

29.5 Family Responsibility Leave

An Employee is entitled up to five days of unpaid leave during each employment year to meet responsibilities related to:

- (a) The care, health or education of a child in the Employee's care, or
- (b) The care or health of any other member of the Employee's immediate family.

29.6 Leave for Exchange Programs

Teachers wishing to participate in teacher exchange programs will advise the Employer in writing by January 15th in the year of the commencement of the program. The details of the exchange will be discussed and mutually agreed between the Employer and Employee prior to the exchange occurring.

On return to work from teacher exchange program, an Employee who is a BC Certified Teacher will be placed either in the position the Employee held before taking the leave or in a comparable position.

29.7 Compassionate Care Leave

- (a) Upon request, the Employer will grant an Employee compassionate leave for a period up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks or such other period as may be prescribed after the date the certificate is issued or, if the leave began before the date the certificate was issued, the date the leave began.
- (b) The Employee must give the Employer a copy of the certificate as soon as practicable.
- (c) An Employee may begin the compassionate care leave no earlier than the first day of the week in which the period under 29.8(a) begins.
- (d) A compassionate care leave ends on the last day of the week in which the earlier of the following occurs:
 - (1) the family member dies;
 - (2) the expiration of 52 weeks or other prescribed period from the date the leave began.
- (e) A compassionate leave must be taken in units of one or more weeks.
- (f) If an Employee takes a compassionate care leave and the family member to whom the leave applies does not die within the period referred to in the medical certificate, the Employee may take a further leave after obtaining a new medical certificate in accordance with Clause 29.8(a).

29.8 Critical Illness or Injury Leave

Upon request, the Employer must grant an Employee unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate that the baseline state of health of the family member is at risk as a result of an illness or injury or, the care or support required by the family member can be met by one or more persons who are not medical professionals:

- (a) up to 36 weeks to provide care or support to family member who is under 19 years of age at the start of the leave.
- (b) up to 16 weeks of unpaid leave to provide care or support to a family member who is 19 years of age or older.

If the certificate sets out a period that is less than (a) or (b) above, the employee is only entitled to the amount of the leave specified in the certificate.

ARTICLE 30 - JOB SHARE

A job share arrangement may be approved by the Employer in consultation with the Union on such terms and conditions as may be mutually agreed upon in writing.

ARTICLE 31 - TUITION WAIVER

Children of Employees will have their tuition waived if attending Sikh Academy.

ARTICLE 32 - SICK LEAVE

32.1 Sick Leave

- (a) Sick leave is earned at the rate of one day for each month of employment (excluding July and August for teachers). In their first year of employment, an Employee will be credited with five sick leave days. Sick days will cease accruing thereafter until after the Employee's fifth month of employment, after which time sick days will continue to accrue as normal.
- (b) Part-time Employees will earn sick leave in proportion to the percentage of time that they work.
- (c) Unused sick leave may be accumulated to a maximum of 20 working days. Sick days must be used for purposes of absence due to illness or injury, or as otherwise permitted by this agreement, and unused sick days will not be paid out.
- (d) Sick leave means the period that an Employee is absent from work due to an illness or injury.
- (e) Where it is not possible for an Employee to schedule medical and dental appointments outside school hours, time for such appointments may be charged against any sick leave accumulated by the Employee.
- (f) Where an Employee is on full-time sick leave, the Employer will endeavour to accommodate the Employee and may grant a return to duty on partial sick leave where the Employee produces a certificate from a medical practitioner stating that the Employee while medically unable to work full-time can work part-time.

- (g) An Employee on partial sick leave will earn sick leave proportionately for the portion of time worked. Deduction of sick leave will be made proportionately for the time not worked.
- (h) A record of all unused sick leave will be kept by the Employer. The Employer will advise each Employee by September 1st of each year of the amount of their accumulated sick leave as at June 30th of the same year. Any Employee will be advised upon application of the amount of their sick leave accumulation.
- (i) Notwithstanding the preceding, all Employees are entitled to five days paid sick leave and three days unpaid sick leave annually, in accordance with the minimum requirements of the *Employment Standards Act*. Use of sick days prior to their accrual will be deducted against future sick day accrual.

32.2 Employee to Inform Employer

The Employee will inform the Employer as soon as possible of their inability to report to work because of illness or injury as well as their anticipated date of return to work.

ARTICLE 33 - HEALTH AND WELFARE BENEFITS

Enrolment in the Group Life and Accidental Death and Dismemberment plan is mandatory. Enrolment in Basic Medical, Extended Health Benefit and Dental plans is optional for those Employees who are enrolled in a partner's plan or who have equivalent coverage elsewhere. For all other Employees, enrolment in the Basic Medical, Extended Health Benefit and Dental plans is mandatory.

33.1 Entitlement to Health and Welfare Benefits

All Regular Employees shall be entitled to Health and Welfare Benefits.

33.2 Commencement of Coverage

Coverage commences at the conclusion of the third month of employment including for probationary Employees.

33.3 Basic Medical

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for Employees and their dependents.

33.4 Extended Health Benefits

The Employer and Employee will share equally the cost of premiums of an extended health plan which will include:

- (a) total lifetime coverage level will be unlimited;
- (b) reimbursement level on claims will be 95%;
- (c) paramedical services of up to \$1,000 per year per professional;
- (d) international travel assistance;
- (e) hearing aid benefit claims will be to a maximum of \$1,000 every three years;
- (f) orthopaedic shoes to be reimbursed up to \$400 per adult, and \$200 per child per year;

- (g) vision care of up to \$250 for eyeglasses plus up to \$75 for eye exam every 24 months;
- (h) 100% coverage for prescription drugs. An Employee/carrier identification card will be provided to permit point of sale prescription drug reimbursement.

33.5 Dental Plan

The Employer and Employee will ~~cost~~ share equally the cost of premiums of a dental plan which will include reimbursement of expenses at:

- Basic Services (Plan A) - 100%
- Major Restorative Services (Plan B) - 75%
- Orthodontia (Plan C) - 60%. The maximum lifetime payment for orthodontia will be \$3,000 per member, spouse or dependent child.

33.6 Life Insurance

The Employer and Employee will share equally the cost of premiums payable on behalf of each Employee covered by the life insurance plan. The following coverage will be provided:

- (a) two times annual earnings to a maximum of \$150,000;
- (b) dependant life insurance of \$5,000 (spouse) and \$2,500 (child);

All amounts of coverage will be rounded to the next one thousand of coverage.

33.7 Benefits During Pregnancy, or Parental Leave

Where an Employee is on pregnancy, or parental leave of absence, the Employer will continue to pay the premiums for medical services plan, extended health, dental and group life insurance.

33.8 Medical Examinations

Where the Employer requires an Employee to submit to a medical examination or medical interview, it will be at the Employer's expense and during the Employee's work hours.

33.9 Accidental Death and Dismemberment Plan

The Employer and Employee will share equally the cost of premiums of an Accidental Death & Dismemberment Plan.

33.10 Insurance Policies

A copy of the insurance policies with the carrier(s) for the extended health care, dental, disability, AD&D, and group life plans will be sent to the Union. The Employer will consult with the Union before developing or distributing any pamphlet explaining the highlights of the Plans for distribution to Employees. The cost of such a pamphlet will be borne by the Employer. In the event that the Employer initiates a change in the master contract carriers during the life of this agreement, it will first consult with the Union.

33.11 Employment Insurance Premium

The parties agree that any premium reduction from the Employment Insurance Commission accruing because of the Health and Welfare Benefits Plan shall be used to enhance benefits for Employees covered by this agreement.

ARTICLE 34 - GENERAL TRANSITION POLICY

The Union and Employer agree to the following general transition policy to cover transgender employees at work.

- (a) The Employer and the Union will make every effort to always protect the privacy and safety of trans workers and during an accommodated transition.
- (b) Upon request by an Employee, the Employer will update all Employee records and directories to reflect the Employee's name and gender change and ensure that all workplace-related documents are also amended. This may include nametags, Employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. No records of the Employee's previous name, sex, gender or transition will be maintained unless required by law.
- (c) The Employer will provide safe washroom and change room facilities to all trans workers. The Employer and the Union recognizes that a trans worker has the right to use the washroom of their lived gender, regardless of whether or not they have sought or completed surgeries or completed legal name or gender changes.
- (d) Health care benefit coverage and medical leaves of absence for transitioning Employees, will be provided/accommodated on the same terms as any other medical cost or leave.
- (e) Upon notification by an Employee wishing to transition or in need of a gender support plan, or at the request of the union, the Employer will work with the union and the Employee to tailor a transition or support plan to the Employee's particular needs.
- (f) The Employer will grant an Employee up to eight weeks of leave with pay for medical procedures required during the transition period, available for each gender affirming surgical procedure and revision.

ARTICLE 35 - GROUP RRSP PLAN

The Employer and the Employees will continue the existing group RRSP Plan. The contribution to the Plan for the Employee and the Employer will each be up to \$1,000 to the RRSP. Employee participation shall be voluntary. Employees must provide the Employer with proof that the Employee has contributed \$1,000 to their RRSP during the School Year by June 30th to be eligible for Employer matching. Employees are only eligible for matching on amounts deposited to an Employee's RRSP while the Employee is employed with the Employer. Only Regular Employees are eligible to participate in the RRSP Plan. Regular Part-Time Employees are eligible to participate in the plan with Employer RRSP matching capped on a pro-rated basis (i.e. if a part-time employee normally works 20 hours per week, the part-time employee will be eligible for up to \$500 RRSP matching).

ARTICLE 36 - ALLOWANCES

36.1 Meal Allowance

Employees will receive a meal allowance while on authorized Employer business where meal(s) are not provided. Meal allowances will be:

Breakfast	\$12
Lunch	\$14
Dinner	\$24

36.2 Kilometre Allowance

Employees required by the Employer to use their own vehicles in the performance of their duties shall receive 61¢ per kilometre.

ARTICLE 37 - TECHNOLOGICAL CHANGE/ADJUSTMENT PLAN

37.1 Technological Change

Technological change shall be understood to mean changes introduced by the Employer in the way it carries out its operations and services where such a change or changes affects the terms and conditions or security of members of the Union or alters the basis on which this Agreement was negotiated.

Such changes as anticipated above shall include the following:

- (a) the introduction by the Employer of a change in its operation or a change in its equipment or material from the equipment or material previously used by the Employer in its operation; or
- (b) a change in the manner the Employer carries out its operations or services; or
- (c) a change in work methods, organization, operations or processes which affects one or more Employees; or
- (d) any change in location at which the Employer operates in which the members of the Union are, or may be, located.

37.2 Notice to Union

When the Employer intends to introduce a technological change, the Employer will notify the Union as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made.

- (a) the foregoing notwithstanding, the Employer shall provide the Union, at least at least 60 days before the date on which the measure, policy, practice or change is to be effected; and
- (b) after notice has been given, the Employer and Union will meet within 14 days, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (1) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (2) human resource planning and Employee counselling and retraining;
 - (3) notice of termination;
 - (4) severance pay;
 - (5) entitlement to pension and other benefits including early retirement benefits; and
 - (6) a bipartite process for overseeing the implementation of the adjustment plan.

37.3 Adjustment Plan

If, after meeting in accordance with Article 37, the Employer and the Union have agreed to an adjustment plan, the adjustment plan will form part of this agreement.

37.4 Training

The Employer agrees to provide Employees with appropriate training to qualify them to perform their regular duties whenever the Employer introduces new technology.

ARTICLE 38 - CLASS SIZE LIMITS

(a) *Class Size*

No class size shall exceed 32 students.

(b) *Joint Committee*

The parties agree that they will strike a joint committee with equal representation from the Employer and Union to develop class size criteria taking into consideration pedagogy, occupancy requirements, students learning objectives and any other measure that the joint committee believes necessary in the proper determination of appropriate class size including, the Employer's financial situation. The joint committee will provide any recommendations to their respective principals for review by September 1, 2023, with the intention of incorporating agreed-to language into the renewal collective agreement. The parties agree that in the interim they do not have the authority to bind their respective principals to any recommendations that the joint committee may make. The parties further agree that in no circumstances will class size recommendations exceed 32 students.

In the event that the joint committee cannot agree, the matter will be referred to arbitration.

ARTICLE 39 - HEALTH AND SAFETY

39.1 Conditions

The Employer and the Union agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment will be fully complied with. First Aid kits will be supplied in accordance with this section.

39.2 Joint Occupational Health and Safety Committee

The Employer and the Union agree to establish a Joint Occupational Health and Safety Committee. The joint committee will consist of both worker and Employer representatives. The Union will appoint the worker representatives.

Pursuant to the Workers' Compensation Board Industrial Health and Safety Regulations, the Committee will meet monthly and make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. Worker representatives will receive time away from their regular job duties to attend and prepare for meetings, without loss of pay.

A copy of all minutes of the Joint Occupational Health and Safety Committee will be sent to the Union the Employer and posted on the Union bulletin boards at the worksites.

39.3 Unsafe Work Conditions

- (a) The Employer recognizes that Employees have the right to a safe workplace and that an Employee has the right to refuse work when the Employee has reasonable cause to believe that such work would create an undue hazard to the health and safety of any person.
- (b) Investigation of the condition which resulted in an Employee refusing to work will be conducted in accordance with the regulations of the Workers' Compensation Board.

39.4 Work Environment

The Employer agrees to meet health and safety statutory standards for temperature, ventilation, lighting, humidity, sound level, and other physical conditions at the school.

39.5 Investigation of Accidents

The Joint Occupational Health and Safety Committee will be notified of any accident or injury involving an Employee represented by the Union and the nature and cause of the accident or injury. In the event of a fatality, the Employer will immediately notify the Union of the nature and circumstances of the accident.

39.6 Procedure in Case of an Emergency in a Worksite

Where an Employee considers that there is an immediate danger in the school to Employee(s) or student(s), the Employee will immediately report the situation to the designated Employer representative.

39.7 Unsafe Workplace Closure

If the Employer closes the school or a portion of the school because the school is deemed to be unsafe or potentially unsafe to occupy, Employees will not be required to enter into or occupy the sections of the school which have been deemed to be unsafe or potentially unsafe.

39.8 Industrial First Aid Requirements

Where the Employer requires an Employee to perform first aid duties that are in addition to the normal requirements of the Employee's position, the cost of obtaining and renewing the First Aid Certificate will be borne by the Employer.

39.9 Earthquake Preparedness

The Employer will ensure that all Employees receive appropriate earthquake drill training each School Year.

39.10 Student Medication

Employees covered by this agreement will not be required to administer medication or administer other medical procedures unless it is a medical emergency.

ARTICLE 40 - WAGES

Wages will be paid as established at Appendix A, Salary Grids, of this agreement. No Employee will suffer a reduction in salary during the 2022/2023 School Year because of implementation of this agreement. After the 2022/2023 School Year, teachers who are being paid at a rate that is inconsistent with their

classification or years of service will revert to the proper classification and placement on the wage grid attached at Appendix A.

40.1 Initial Placement on Salary Scale

The salary category of all Employees will be based on years of service with Sikh Academy.

40.2 Adjustment of Employees Salary Rates as of Ratification

Employees currently employed by Sikh Academy will have their wages adjusted pursuant to the relevant provision of this article.

40.3 Advancement on Salary Scale

Fulltime Employees shall advance one step on the scale upon completion of each full year of service. For clarity, they will advance on their anniversary date or hire. Part-Time Employees shall advance one step on the scale upon completion of the equivalent of one full year of service.

40.4 Pay Periods

Employees will be paid bi-monthly on or before the 15th day of each month and on or before the last business day of each month based on actual earnings during the period in question together with a statement showing the calculation of pay. Should the date upon which salary would be paid falls upon a holiday, salary will be paid on the last workday preceding the holiday.

Payments will be electronically deposited by the Employer to any chartered bank or credit union in the Province of British Columbia chosen and authorized by the Employee.

An Employee's pay statement shall include the following information: pay period covered by the statement, number of regular and overtime hours worked, number of hours taken in lieu of overtime, wage rate and overtime rate, earnings paid showing each component of the earnings separately (eg. wages, overtime, general holiday pay and vacation pay), amount of deductions from earnings and the reason for each deduction.

40.5 Optional Twelve-Month Pay Plan

A Regular Employee may elect to participate in an Optional 12 Pay Plan (the Plan) administered by the Employer.

A Regular Employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15th. A Regular Employee hired after that date must inform the Employer of their intention to participate in the Plan by September 30th. It is understood that a Regular Employee appointed after June 15th in the previous school year and up to September 30th of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other Regular Employees enrolled in the Plan.

A Regular Employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15th of the preceding year.

Regular Employees electing to participate in the Plan shall receive their annual salary over 10 months September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, $\frac{2}{12}$. This amount will be paid into the Plan by the employer.

Interest to March 31st is calculated on the Plan and added to the individual Regular Employee's accumulation in the Plan.

A Regular Employee's accumulation in the Plan including their interest accumulation to March 31st shall be paid in equal instalments on July 15th and August 15th.

Interest earned by the Plan in the months of April through August shall be retained by the Employer.

The Employer shall inform Employees of the Plan at the time of hire.

Nothing in this article shall be taken to mean that an Employee has any obligation to perform work beyond the regular School Year.

ARTICLE 41 - TEACHERS TEACHING ON CALL (TTOC)

41.1 Rate of Pay

- (a) An Employee who is employed as a Teacher Teaching on Call shall be paid \$175 per day
- (b) The minimum assignment for a Teacher Teaching on Call will be one-half day.
- (c) A Teacher Teaching On Call assigned more than one-half day but a less than one full day will be paid the daily rate for the assignment.
- (d) The Employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- (e) For the purposes of Employment Insurance, the Employer shall report for a Teacher Teaching on Call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
- (f) A Teacher Teaching on Call shall be entitled to the kilometre allowance, rate or other payment for transportation costs, as defined by this agreement, for which the Employee they are replacing is entitled to claim.
- (g) Teachers Teaching on Call shall be paid an additional compensation 3% in lieu of benefits.

41.2 Application of Collective Agreement to Teachers Teaching-On-Call (TTOC)

The following articles of the collective agreement will not apply to Teachers Teaching On Call:

- Article 22 - Seniority
- But not 22.6 - Teachers Teaching On Call and Casual Employees
- Article 24 - Layoff
- Article 25 - Vacation Entitlement
- But not 25.2 - Casual Employee and Teachers Teaching on Call Vacation Entitlement
- Article 28 - Pregnancy and Parental Leave
- Article 29 - Leaves
- Article 30 - Job Share
- Article 31 - Tuition Waiver
- Article 32 - Sick Leave
- Article 34 - General Transition Policy
- Article 35 - Group RRSP

ARTICLE 42 - DURATION AND TERM OF AGREEMENT

42.1 Term of Agreement

The term of this agreement shall be from June 17, 2021 to June 30, 2024, and shall continue in full force and effect until:

- (a) the renewal of this agreement; or
- (b) a legal strike or lockout.

42.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after March 1, 2024.
- (b) Where no notice is given by either party prior to March 1, 2024, both parties will be deemed to have been given notice under this article on April 1, 2024.
- (c) All notices on behalf of the Union will be given by the President of the Union and similar notices on behalf of the Employer will be given by the School Principal.

42.3 Labour Relations Code

The parties agree that the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* is excluded from the agreement.

42.4 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 46.2, the parties will within 10 days after the notice was given commence collective bargaining.

42.5 Change in Agreement

Any change deemed necessary by the parties to this agreement will be made by mutual agreement at any time during the life of the agreement.

42.6 Effective Date

This agreement shall become effective the date of ratification unless otherwise stipulated.

**SIGNED ON BEHALF OF
THE UNION:**

Stephanie Smith
President

Lorena Henriquez
Bargaining Committee

Tatiana Zamorano-Henriquez
Bargaining Committee

Jagbir Kaur
Bargaining Committee Chairperson

Zoe Towle
Staff Representative

Date: _____

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Aman Dhindsa
President, Guru Nanak Education Society (Sikh
Academy)

Raymond Mba
Vice-Principal, Sikh Academy

Jim Boyle
Spokesperson, Forte Workplace Law

**APPENDIX A - SALARY GRIDS
TEACHERS**

	Letter of Permission or Independent School Certified Teachers		Certified Qualified	
Step	Base	Effective Sept 1, 2022	Base	Effective Sept 1, 2022
0	\$40,000	\$43,248	\$45,600	\$51,147
1	\$41,000	\$44,329	\$47,100	\$52,829
2	\$42,000	\$45,410	\$49,600	\$55,633
3	\$43,000	\$46,492	\$52,100	\$58,437

	Letter of Permission or Independent School Certified Teachers		Certified Qualified	
Step	Base	Effective Sept 1, 2022	Base	Effective Sept 1, 2022
4	\$44,000	\$47,573	\$53,600	\$60,120
5	\$45,000	\$48,654	\$56,100	\$62,924
6	\$46,000	\$49,735	\$58,600	\$65,728
7	\$47,000	\$50,816	\$60,100	\$67,410
8	\$48,000	\$51,898	\$62,600	\$70,214
9	\$49,000	\$52,979	\$65,100	\$73,019
10	\$50,000	\$54,060	\$66,600	\$74,701

Teachers Teaching on Call (TTOC) will be paid a daily rate of \$175.

	Probationary Rate	Post-Probationary Rate
Bus Drivers	\$22/hour	\$24/hour
Office Administration	\$22/hour	\$24/hour
Special Education Assistants		\$24/hour

Effective September 1, 2022

LETTER OF UNDERSTANDING Re LETTER OF PERMISSION TEACHERS

Whereas the Ministry of Education Child Care (the "*Ministry*") requires schools to hire Certified Teachers before Letter of Permission Teachers; and

Whereas the Guru Nanak Education Society ("*Employer*") employs Certified and Letter of Permission Teachers; and

Whereas the Collective Agreement between the Employer and Union ("*Parties*") stipulates that layoffs must be based on seniority and qualifications; and

Whereas the Collective Agreement provides for the layoff of Letter of Permission Teachers before the layoff of a Certified Teacher to comply with the statutory and regulatory requirements; and

Whereas the Parties have agreed to discuss options for providing Letter of Permission Teachers with opportunities to become certified should they so wish;

The Parties hereby agree as follows:

1. The Parties agree and acknowledge that, due to the Ministry's requirement that the Employer attempt to fill a teacher position with a Certified Teacher before the Employer is permitted to fill the position with a Letter of Position Teacher, the Employer may lay off Letter of Permission Teachers where the Employer has successfully recruited a Certified Teacher for the teaching position held by the Letter of Permission Teacher.
2. Any layoffs of Letter of Permission Teachers will be in reverse order of seniority, subject to qualifications (i.e. religious teachers with special skills to teach music, language, or religion classes may be skipped unless a more senior Letter of Permission Teacher is qualified to teach those classes).

3. The Parties agree that, subject to skills and qualifications to teach particular classes, Letter of Permission Teachers without Independent School Certification may be laid off prior to teachers with Independent School Certification.
4. The Parties will strike a joint committee with two representatives each from the Employer and Union. The Employer will choose its representatives and the Union will choose its representatives.
5. The joint committee will discuss criteria intended to provide opportunities for Letter of Permission Teachers who have been laid off pursuant to Article 24 of the Collective Agreement to obtain their certification should they so choose.
6. The joint committee will develop its own procedures.
7. The joint committee will provide its recommendations to their respective Parties no later than January 1, 2024.
8. It is understood that the joint committee does not have the authority to bind their respective Parties to any recommendations that it may make.