

**COLLECTIVE AGREEMENT**

**between the**

**WSÁNEĆ SCHOOL BOARD**

**and the**

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

**Effective from September 1, 2024 to August 31, 2026**

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## DEFINITIONS

For the purpose of this agreement:

- (1) "*Bargaining unit*" is the unit for collective bargaining described in the certification for which the B.C. General Employees' Union (BCGEU) was certified by the Labour Relations Board of Canada on September 8, 1998.
- (2) "*Child*" has the meaning as set out in Section 2(1) of the *Indian Act*.
- (3) "*Day of rest*" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence.
- (4) "*Domestic violence*" means a:
  - (a) an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or
  - (b) a threat or attempt to do an act described in (a) above.
- (5) "*Employee*" means a member of the bargaining unit.

"*Employee*" does not include incumbents of managerial or confidential positions mutually excluded on the original certification issued September 8, 1998 by the Canadian Labour Relations Board.

"*Casual employee*" means an employee who fills temporary vacancies on an as and when basis.

"*Temporary employee*" means an employee filling a position for a term-certain period.

"*Part-time employee*" means an employee appointed to a position on a continuous part-time basis.

"*Full-time employee*" means an employee appointed to a position on a continuous full-time basis.

"*12-month employee*" means an employee whose annual work year is specified in the collective agreement as being from September 1<sup>st</sup> to August 31<sup>st</sup>.

"*10-month employee*" means any employee other than a 12-month employee, regardless of whether that employee's wages are paid over 10 months or 12 months.
- (6) "*Employer*" means the WSÁNEĆ School Board.
- (7) "*Intimate partner*" includes a spouse, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition.
- (8) "*Layoff*" means a cessation of employment, a reduction of regularly scheduled hours, or elimination of a full-time or part-time job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 14 (Layoff and Recall).

(9) "*Probationary employee*" is a new employee who shall serve six (6) months "*probationary period*" to determine suitability for employment. The probationary period shall be set in accordance with Article 11.9.

(10) "*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.

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

## ARTICLE 1 - PURPOSE OF THE AGREEMENT

### Preamble

The parties to this agreement recognize that WSÁNEĆ Nations are independent First Nations, with the continued and inherent right to self-government and self-determination, and unceded territorial rights as declared in the Saanich Indian Territorial Declaration.

WSÁNEĆ School Board provides governance to ensure continuity and reinforcement of WSÁNEĆ history, cultural teachings and SENĆOŦEN language. This is delivered through the ŁÁU,WELNEW Tribal SCHOOL, the WSÁNEĆ Leadership Secondary School, the WSÁNEĆ College, and the SLEEMW Child Development Centre as learning institutions operating to inspire learning and to preserve and enrich the cultural identity of WSÁNEĆ learners.

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

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

### 1.1 Purpose of the Agreement

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

(b) The parties recognize:

The mission of the WSÁNEĆ School Board, working with the WSÁNEĆ Nation in service to children, families and communities, is to ensure the continued immersion of our learners in WSÁNEĆ culture and SENĆOŦEN language within a strong and leading education system. We are committed to giving learners the knowledge, skills and emotional capacity to progress through their learning goals and aspirations with dignity, purpose and options in order to embrace the socio-economic and political opportunities of life.

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



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

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

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

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

## 1.2 Preference in Hiring, Promotion, Transfer and Recall

Despite the provisions of Articles 12-14 or any other provisions of this collective agreement, in all cases involving the filling of vacancies, promotions, transfers, and recall, the Employer and the Union agree that the Employer shall be entitled to give preference first to members of the WSÁNEĆ community, then to First Nations people generally.

The parties further agree that all employees who are not members of the WSÁNEĆ community bear a unique responsibility to develop their understanding of the history and culture of WSÁNEĆ rights holders, and to participate in the learning community as respectful guests within unceded WSÁNEĆ territory. The WSÁNEĆ School Board further acknowledges its role in the development of this relationship through, among other things, the provision of professional growth, development, and collaborative opportunities.

## 1.3 Future Legislation

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

## 1.4 Use of Terms

(a) In this agreement, the pronouns "*they/them/theirs*" are used to denote gender neutral persons both singular and plural.

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

## 1.5 Rights Instruments

The parties hereto subscribe to the principles of the Canadian *Human Rights Act*, the *United Nations Declaration on the Rights of Indigenous Peoples*, the *United Nations Convention on the Rights of the Child*, the *Declaration on the Rights of Indigenous Peoples Act*, the *United Nations Declaration on the Rights of Indigenous Peoples Act*, and the *Indigenous Languages Act*.

### ARTICLE 2 - SEXUAL HARASSMENT/PERSONAL HARASSMENT

#### 2.1 Sexual Harassment/Personal Harassment

##### (a) Preamble

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

##### (b) Harassment in the Workplace

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

##### (c) Sexual Harassment Definition

(1) Sexual harassment includes sexually oriented verbal or physical behaviour, which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (i) touching, patting or other physical contact;
- (ii) leering, staring or the making of sexual gestures;
- (iii) demands for sexual favours;
- (iv) verbal abuse or threats;
- (v) unwanted sexual invitations;
- (vi) physical assault of a sexual nature;
- (vii) distribution or display of sexual or offensive pictures or material;
- (viii) unwanted questions or comments of a sexual nature;
- (ix) practical jokes of a sexual nature.

(2) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

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

(4) Sexual harassment refers to behaviour initiated by and directed to a person of any gender identity or gender expression.

##### (d) Personal and Psychological Harassment Definition

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

- (i) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
  - (ii) Is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation, gender identity or expression, or Indigenous identity; or
  - (iii) Is seriously inappropriate and serves no legitimate work-related purpose.
- (2) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.
- (e) *Procedures*
  - (1) Before proceeding to the formal complaint mechanism, an employee who believes they have a complaint of harassment may approach supervisory personnel, a union steward, or elder to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (f) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue. The manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) calendar 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.
  - (1) When the Employer has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within fifteen (15) calendar days. The respondent is entitled to attend, participate in, and be represented at any hearing under this clause. If the complainant and/or respondent is a member of the bargaining unit, they shall be given the option of having union representation present at any meeting held to investigate the complaint.
  - (2) The Employer shall investigate the complaint and shall submit a report to the CEO in writing within thirty (30) calendar days of receipt of the complaint. The CEO shall, within thirty (30) calendar days of receipt of the report, give such orders as may be necessary to resolve the issue.
  - (3) Pending determination of the complaint, the CEO may take interim measures to separate the employees concerned if deemed necessary.
  - (4) In cases where the Harassment requires the transfer of an employee, it shall be the harasser who is transferred, except that the employee harassed may be transferred with their consent.
  - (5) The WSÁNEĆ School Board will acknowledge in writing receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolutions within thirty (30) calendar days, or such later date as may be mutually agreed by the Employer and the Union.

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

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

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

(g) *Harassment Complaints*

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

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

(h) *Arbitrator*

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

(i) Dismiss the complaint;

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

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

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

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

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

(i) *Anti-Bullying*

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

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

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

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

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

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

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

### ARTICLE 3 - UNION RECOGNITION AND RIGHTS

#### 3.1 Bargaining Unit Defined

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

#### 3.2 Bargaining Agent or Recognition

The Employer recognizes the B.C. General Employees' Union (BCGEU) as the exclusive bargaining agent for all employees to whom the certification issued by the Canada Industrial Relations Board on September 8, 1998 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 interpretation or application of any clause in this agreement shall be forwarded to the President of the Union (or designate).

#### 3.4 No Other Agreement

Subject to the authority of the *Indian Act*, no employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives, which may conflict with the terms of this agreement.

#### 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 agree on a maximum of five (5) stewards. Reasonable effort will be made to encourage the selection of stewards who are members of WSÁNEĆ Community, and from across the bargaining unit.

The Union agrees to provide the Employer with a list of the employees designated as stewards. 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 steward shall include:

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

### **3.7 Bulletin Boards**

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

### **3.8 Union Insignia**

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

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

### **3.10 Time Off for Union Business**

- (a) *Without Pay:*

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

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

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

(b) *With Pay:*

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

- (1) to stewards, to perform their duties pursuant to Clause 3.6;
- (2) to employees who are representatives of the Union on the Labour-Management Committee pursuant to Article 33.

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

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

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

## **ARTICLE 4 - UNION SECURITY**

### **4.1 Union Membership**

- (a) All employees in the bargaining unit who on September 8, 1998 were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after September 8, 1998 shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) calendar days as an employee.

(c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to September 8, 1998 to become a member of the Union.

#### **4.2 Bargaining Unit Work**

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

#### **ARTICLE 5 - CHECK-OFF OF UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. Each employee shall sign a Dues Authorization Check-off form.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deduction shall be made biweekly. Membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) Before the Employer is obliged to deduct any amount under Section (a) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the staff representative of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

The Union will give reasonable notice to the Employer of any change in union dues, assessment, fees, or other amounts, which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

Once per fiscal year, the Union may audit the dues remittance of the Employer. The Employer will provide all relevant payroll and financial documentation for the sole purpose of auditing the dues remittance to the Union.

(e) The Employer shall supply each employee a T4 slip that contains the amount of deductions paid to the Union by the employee in the previous year. The T4 slips shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.

(f) The Employer will provide the Union in January and July of each year a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block of the ROE form for each of those employees.

(g) The Employer will 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.

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 6 - EMPLOYER AND UNION SHALL ACQUAINT EMPLOYEES**

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

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

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

The Employer shall establish a program or system to acquaint new employees with the policies, procedures and philosophy of the WSÁNEĆ School Board, and with the history, culture and traditions of the WSÁNEĆ People. The Employer's orientation program may include cultural ceremonies and may include the participation of elders and the broader WSÁNEĆ community.

#### **ARTICLE 7 - EMPLOYER'S RIGHTS**

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

#### **ARTICLE 8 - EMPLOYER-UNION RELATIONS**

##### **8.1 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.

##### **8.2 Union Bargaining Committees**

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

Reasonable effort will be made to encourage participation in the Union Bargaining Committee by employees who are members of the WSÁNEĆ Community and from across the bargaining unit.

##### **8.3 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.

#### **8.4 Technical Information**

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

### **ARTICLE 9 - GRIEVANCES**

#### **9.1 Grievance Procedure**

(a) The Employer and Union acknowledge and recognize the traditions, culture and values of the WSÁNEĆ people including the role of elders in resolving a grievance through traditional aboriginal methods of conflict resolution under the grievance procedure regarding the interpretation, operation or alleged violation of a provision of this agreement or the discipline, suspension or dismissal of an employee bound by this agreement.

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

(1) Differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration.

(2) The dismissal, discipline, or suspension of an employee bound by this agreement. The procedure for resolving a grievance shall be the grievance procedure in this article.

#### **9.2 Step 1**

(a) In the event that a dispute arises between the Employer and an employee, every effort shall be made to resolve the dispute through discussion between the Employer and employee. An employee may elect to process a grievance through traditional WSÁNEĆ methods of conflict resolution or through the grievance procedure. The aggrieved employee shall have the right to have their steward present throughout this process at the request of the employee.

(b) When a grievance is to be addressed through traditional WSÁNEĆ method of conflict resolution, the Employer, Union and employee must agree to the approach.

(c) When the grievance procedure is selected, an employee shall have the right to have a steward present at such discussions. If the dispute is not resolved, the employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure within ten (10) calendar days of making the decision to opt for the grievance procedure.

#### **9.3 Step 2**

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

#### **9.4 Time Limit to Submit to Arbitration**

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

**9.5 Extension**

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

**9.6 Deviation from Grievance Procedure**

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation, with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

**9.7 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

**9.8 Effective Date of Settlements**

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

**ARTICLE 10 - ARBITRATION****10.1 Arbitration**

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

**10.2 Decision of the Arbitrator**

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

**10.3 Costs**

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

**10.4 Amending Time Limits**

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

## 10.5 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses. All reasonable arrangement will be made to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

## 10.6 Expedited Arbitration

Subject to Clause 10.1, expedited arbitration shall refer to a system of rights arbitration incorporating procedures specifically designed to reduce delay and/or cost in the hearing and issuance of an award.

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

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

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

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

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

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

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

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

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

(h) Notwithstanding the above, either party may remove a case from the expedited process and forward it to full arbitration as per Article 10 of this agreement.

## ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 11.1 Burden of Proof

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

**11.2 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.

**11.3 Suspension**

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

**11.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance under Article 9 of this agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the staff representative of the Union within five (5) workdays of the action being taken.

**11.5 Right to Grieve Other Disciplinary Action**

(a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file, which might be the basis of disciplinary action. Should an employee dispute any such entry in their 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 employee's request any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of fifteen (15) months from the date it was issued provided there has not been a further infraction.

**11.6 Evaluation Reports**

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

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

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

**11.7 Personnel File**

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

**11.8 Right to Have Steward Present**

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

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

### **11.9 Rejection During Probation**

(a) The Employer may dismiss a probationary employee for just cause. The test of dismissal for just cause shall be a test of suitability for the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

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

(c) Where an employee has been aggrieved by the decision of the Employer to reject the employee during probationary period, they may grieve the decision pursuant to the grievance procedure in Article 9 (Grievances) of this agreement commencing at Step 3.

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

## **ARTICLE 12 - SENIORITY**

### **12.1 Seniority Defined**

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

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

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

### **12.2 Loss of Seniority**

(a) An employee on leave of absence without pay, other than leave of absence without pay as set out in Article 3.10 shall not accrue seniority. 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 Workers' Compensation Board (WCB) 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 voluntarily terminate employment;
- (3) they are on layoff for more than one (1) year.

**ARTICLE 13 - SERVICE CAREER POLICY****13.1 Posting**

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

**13.2 Posting and Filling of Vacancies**

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

Subject to Article 1.2, in filling such vacant regular positions, appointments shall be made to the employee or person with the required qualifications, level of competence, and efficiency as required by the position. Membership in WSÁNEĆ community is a preferred qualification, as is First Nations ancestry. A proven commitment to participation in extracurricular and community engagement activities is a desirable qualification. Where the selection is between two (2) employees and such requirements are equal, seniority will be the determining factor.

**13.3 Seniority on Promotions and Transfers**

Subject to Article 1.2, the parties agree that all promotions and transfers within the bargaining unit shall be made on the basis of seniority provided an employee has the necessary qualifications, skill, knowledge and ability for the position.

**13.4 Qualifying Period on Promotions and Transfers**

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

**13.5 Interviews**

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

**ARTICLE 14 - LAYOFF AND RECALL****14.1 Definition of a Layoff**

"Layoff" is:

- (a) a cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or

(b) a reduction in hours of work greater than four (4) hours per week from the employees' posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employees' status.

#### **14.2 Layoff Process**

The Employer may lay off any employee for budgetary reasons, lack of work, or operational restructuring. The Employer shall lay off employees on the basis of seniority, qualifications and job classification. In the event of such a layoff, the Employer shall provide written notice of layoff to the employee or employees affected and a copy of such notice will be sent to the Union.

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

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

##### **(a) Pre Layoff Canvass**

(1) Before a layoff occurs, the Employer will consult with the Union to discuss lessening disruption to clients and staff, and ways of encouraging and promoting retention of W̱SÁNEĆ community members and First Nations staff. Prior to the layoff of regular employees under Article 14.2 (Layoff), the Employer will canvass employees in order to invite:

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

Where more than one (1) employee expresses interest in one (1) of the above options, they will be offered to qualified employees on the basis of seniority, with consideration for encouraging and promoting retention of W̱SÁNEĆ community members and First Nations staff.

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

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

#### **14.3 Advance Notice**

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

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



#### 14.4 Recall for Full-Time and Part-Time Employees

- (a) Full-time or part-time employees who are laid off and opt to be put on the recall list shall be placed on a recall list for one (1) year.
- (b) Subject to Article 1.2, a full-time or part-time employee who opts to remain on the recall list shall be recalled in order of service seniority provided they possess the skills and abilities to perform the job.
- (c) The Employer will attempt to reach the full-time or part-time employee for position(s) by telephone, email and registered mail for one (1) workweek.
- (d) It is the responsibility of the laid off full-time or part-time employee to ensure that the Employer is kept notified of their current mailing address, telephone, email and availability.
- (e) Subject to Article 1.2, if the recalled employee with the most service seniority is unavailable or refuses work, the employee with the next highest service seniority who possesses the skills and abilities to perform the job shall be recalled.
- (f) Full-time or part-time employees have the right to be put on the temporary recall list if they advise the Employer in writing.
- (g) New employees will not be hired into a regular position until those laid off in that classification have been given the opportunity of recall.

#### 14.5 Recall Casual and Temporary Employees

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

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

### ARTICLE 15 - CALL-IN PROCEDURE

#### 15.1 Call-in Lists

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

- (a) ŁÁU, WELNEW Tribal School
- (b) WSÁNEĆ Leadership Secondary School,
- (c) WSÁNEĆ College
- (d) SŁELEMW Child Development Centre
- (e) SENĆOŦEN Language and Cultural Program and LE, NONET SCULAUTW
- (f) Clerical
- (g) Bus Drivers
- (h) Operations and Maintenance

#### 15.2 Call-in Procedures

- (a) *Teacher on-Call (TOC) Call-in Procedure*

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

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

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

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

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

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

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

*(b) SENĆOŦEN Language and Cultural Program and LE,NONET SCULAUTW Call-in Procedures*

Priority for call-ins for the LE,NONET program will be given first to certified SENĆOŦEN Teachers, then to another employee that has demonstrated proficiency in the SENĆOŦEN language, and finally to a non- SENĆOŦEN speaking TOC.

*(c) Call-in Procedure for All Other Classifications*

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

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

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

## **ARTICLE 16 - HOURS OF WORK**

### **16.1 Annual School Year**

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

Spring Break will be scheduled annually, as per School District 63, and shall be as set out in this agreement and consistent with past practice.

In the event there is a second week of spring break, hourly employees who are required to attend work during the second week of spring break due to an emergency will receive a paid day off at a later date. If operational requirements do not allow for a paid day off the time accrued for working spring break can be paid at the end of each school year.

In the event the Employer determines that educational services, curriculum development or other work is required to be performed outside of the regular School Year, the Employer will post for term summer positions to be filled in accordance with Article 13.

### **16.2 Flexible Hours of Work**

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

### **16.3 Hours of Work**

#### *(a) ŁÁU, WELNEW Elementary School*

During the school year, the ŁÁU, WELNEW Elementary School is normally open Monday to Friday, 8:00 a.m. to 4:00 p.m.

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

#### *(1) ŁÁU, WELNEW Elementary School Teachers*

ŁÁU, WELNEW Elementary School teaching staff are required to work an annual work year which commences on the Monday of the week immediately previous to the start of school for students and ends the last Friday of June.

Within the annual work year, ŁÁU, WELNEW Elementary School teaching staff are required to be at the school to undertake instructional, collaborative, and supervisory responsibilities from Monday to Thursday, 8:15 a.m. to 3:00 p.m. and Friday 8:15 a.m. to 1:45 p.m. Teachers will be required to stay on site until 3:00 p.m. if there is a scheduled event on Friday.

It is recognized that the job of teaching includes professional responsibilities, which may require time outside of the instructional and supervisory hours. Teachers may be requested to be at the school after instructional hours at the request of the Principal or administration to address student, organizational, or administrative issues.

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

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

#### *(2) ŁÁU, WELNEW Elementary School Education Assistants*

ŁÁU, WELNEW Elementary School Education Assistants are required to work an annual work year, which commences the Monday of the week immediately previous to the start of school for students and ends the last Friday of June. Within the annual work year, the regular workday will be scheduled between 7:00 a.m. and 4:00 p.m. with a thirty (30) minute lunch break.

(3) ŁÁU, WELNEW Elementary School Secretaries

ŁÁU, WELNEW Elementary School Secretaries are required to work Monday to Friday beginning approximately thirty (30) minutes before the start of instruction and ending eight (8) hours later, with a one (1) hour lunch break.

(b) WSÁNEĆ Leadership Secondary School

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

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

(1) WSÁNEĆ Leadership Secondary Teachers

Teaching staff are required to work an annual work year which commences on the Monday of the week immediately previous to the start of school for students and ends the last Friday of June.

Within the annual work year, WSÁNEĆ Leadership Secondary teaching staff are required to be at the school to undertake instructional, collaborative, and supervisory responsibilities from Monday to Thursday, 8:30 a.m. to 3:15 p.m. and Friday 8:30 a.m. to 2:00 p.m. Teachers will be required to stay on site until 3:15 p.m. if there is a scheduled event on Friday.

It is recognized that the job of teaching includes professional responsibilities, which may require time outside of the instructional and supervisory hours. Teachers may be requested to be at the school after instructional hours at the request of the Principal or administration to address student, organizational, or administrative issues.

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

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

(2) WSÁNEĆ Leadership Secondary School Education Assistants

WSÁNEĆ Leadership Secondary School Education Assistants are required to work an annual work year, which commences the Monday of the week immediately previous to the start of school for students and ends the last Friday of June at the end of the last week of attendance for students. Within the annual work year, the regular workday for teaching education assistants at the WSÁNEĆ Leadership Secondary School will be scheduled between 7:00 a.m. and 4:00 p.m., with a thirty (30) minute lunch break.

(3) WSÁNEĆ Leadership Secondary School Secretaries

WSÁNEĆ Leadership Secondary School Secretaries are required to work Monday to Friday beginning approximately thirty (30) minutes before the start of instruction and ending seven and one-half (7 ½) hours later, with a one-half (½) hour lunch break.

(c) *WSÁNEĆ College*

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

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

(d) *SŁELEMW Child Development Centre*

The SŁELEMW Child Development Centre is open Monday to Friday with Children being present from 8:00 a.m. to 5:30 p.m. Child Development Centre Staff are required to work an annual work year which commences the week immediately previous to the start of school for students and ends at the end of the last week of attendance for students.

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

3-5 Daycare

- ECE 1 - Monday to Friday, 7:45 a.m. to 3:45 p.m., with a one (1) hour lunch break.
- ECE 2 - Monday to Friday, 9:30 a.m. to 5:30 p.m., with a one (1) hour lunch break.
- ECA 1 - Monday to Friday, 11:30 a.m. to 4:00 p.m.

Infant/Toddler

- IT 1 - Monday to Friday, 7:45 a.m. to 3:45 p.m., with a one (1) hour lunch break.
- IT 2 - Monday to Friday 9:30 a.m. to 5:30 p.m., with a one (1) hour lunch break.
- ECA 2 - Monday to Friday, 10:00 a.m. to 2:00 p.m.

(e) *Administration Secretaries*

Secretaries that work in administration are required to work an annual work year from September 1 to August 31, but will not work during the WSÁNEĆ School Board summer administrative closure, the dates of which are set annually by the CEO. Within the annual work year, the regular workday for administrative/clerical staff is normally Monday to Friday; 8:30 a.m. to 4:30 p.m. with a one (1) hour lunch break or the equivalent if the hours of the school day should change. This provision does not apply to School Secretaries.

(f) *Bus Drivers*

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

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

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

(g) *Groundskeepers*

Groundskeepers are required to work an annual work year from September 1 to August 31. Within the annual work year, the regular workweek for groundskeepers is normally Monday to Friday, 6:00 a.m. to 2:30 p.m. with a thirty (30) minute lunch break.

(h) *Building Maintenance*

Building maintenance employees are required to work an annual work year from September 1 to August 31, but will not work during the W̄SÁNEĆ School Board summer administrative closure, the dates of which are set annually by the CEO. Within the annual work year, the regular workweek for building maintenance employees is normally Monday to Friday, 7:00 a.m. to 3:30 p.m. with a thirty (30) minute lunch break.

(i) *Custodians*

Custodians are required to work an annual work year from September 1 to August 31, but will not work during the W̄SÁNEĆ School Board summer administrative closure, the dates of which are set annually by the CEO. Within the annual work year, the regular workweek for custodians is normally Monday to Friday, up to eight (8) hours per day based on a schedule to be determined by the Employer, in consultation with custodians, in order to meet the operational needs of the Employer. For greater certainty, the schedule may include split shifts provided no part of the split shift is less than two (2) hours.

#### **16.4 Rest Periods**

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

#### **16.5 Meal Periods**

All employees who work five (5) or more consecutive hours shall be entitled to an uninterrupted meal break that lasts at least one-half ( $\frac{1}{2}$ ) hour.

### **ARTICLE 17 - EDUCATIONAL STAFF**

#### **17.1 Teacher Assignment**

A teacher's assignment shall be based on the operational needs of the organization, the educational needs of the students, and the qualifications, seniority, training, experience, and personal preference of the teacher.

Best efforts will be made to confirm a teacher's assignment for the following school year prior to the end of the previous school year. However, changes to a teacher's assignment may be made at any time based on the considerations above.

A teacher will be consulted prior to a contemplated change in their assignment, and will be notified as soon as a decision is made to change their assignment.

Assignments will not be made in an arbitrary, capricious or punitive manner.

#### **17.2 Instructional Schedule**

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

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

### **17.3 SENĆOŦEN Instruction**

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

### **17.4 Professional Development**

Subject to available funding, all ŁÁU, WELNEW School and W̄SÁNEĆ Leadership Secondary School teaching staff will be entitled to five (5) calendar days for professional development activities. Daycare staff will receive, with pay, eight (8) hours of professional training each year. School teaching staff shall participate in all professional development activities unless on an approved leave of absence. All professional development activities, including in-service training, curriculum development shall be scheduled by the Principal in consultation with teaching staff as per Article 30.1 Education Assistance/Capacity Enhancement.

Professional Development days will end at the regular scheduled workday.

### **17.5 Supervision**

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

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

### **17.6 Staff Meetings**

All teaching staff will be required to attend a monthly staff meeting during the school year. Meetings will begin promptly after student dismissal and end 1 hour and 15 minutes after student dismissal. The schedule of monthly staff meetings will be set by no later than September 30 of each year subject to change in exceptional circumstances. In the event a staff meeting needs to be rescheduled teachers will receive, no fewer than one week's notice of the new date.

### **17.7 Preparation Time**

*"Preparation time"* is a scheduled period of the school day when teachers can, individually or collaboratively, plan and prepare for their classes, grade assignments, create or update curriculum, or otherwise engage in activities that further their professional responsibilities and ability to meet the Professional Standards for BC Educators.

- (a) Elementary teachers shall be entitled to an average of one hundred twenty (120) minutes of preparation time per week.
- (b) A full-time teachers assigned to W̄SÁNEĆ Leadership Secondary or W̄SÁNEĆ College shall be entitled to a minimum of twelve and one-half percent (12 ½%) of the instructional time at their school.
- (c) Part-time classroom teachers with an assignment of 0.4 FTE or more shall be entitled to prorated non-instructional preparation time.
- (d) Preparation time will be allotted in blocks of not less than twenty (20) minutes.

(e) The schedule for each school shall be determined by its Principal or Director after consultation with the teaching staff, and shall identify preparation time in addition to instructional, supervisory, and collaborative/meeting time. In order to address operational and educational needs, the parties agree to approach issues of scheduling with flexibility, understanding, and a willingness to adapt to the ongoing and changing needs of the organization.

### **17.8 Reporting Requirements**

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

### **17.9 Complaints**

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

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

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

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

### **17.10 Severe Student Behaviour**

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

## **ARTICLE 18 - EXTRA-CURRICULAR AND COMMUNITY ENGAGEMENT ACTIVITIES**

### **18.1 Vision of Board**

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

### **18.2 Community Engagement**

(a) The parties recognize that parents, family, leaders, elders and the broader WSÁNEĆ community are integral partners in the education of the community's students, and that the Board, management and staff have a shared responsibility to engage with this broader WSÁNEĆ community throughout the School Year.



- (b) Community engagement is an ongoing responsibility, includes, but is not limited to participation in specific community engagement events such as Make-and-Take, Christmas Concert, Family Night, Open House, Talent Show, Parent Fair, School Opening Celebration, and Graduations.
- (c) All employees are expected to attend at least two (2) community engagement events per school year to be held in the evening, which events will be chosen by the administration in consultation with employees.
- (d) Non-teaching staff participating in community engagement activities with the approval of the employee's supervisor, will be paid in accordance with Articles 17 and 30.

### 18.3 Extra-Curricular Activities

- (a) All teaching staff are expected to participate in at least two (2) extra-curricular activities per school year, as part of their regular work duties. These activities are to be selected from a list of activities prepared by the Employer prior to the start of the School Year, in consultation with teachers, or such other activities as may be approved by the CEO.
- (b) Extra-curricular activities include, but are not limited to, sponsorship or coaching of clubs, sports or arts outside of regular instructional hours.
- (c) While involved in extra-curricular activities, staff shall be considered to be acting in the employ of the Employer for the purposes of liability coverage under the Employer's insurance.
- (d) Non-teaching staff participating in extra-curricular activities with the approval of the employee's supervisor, will be paid in accordance with Articles 17 and 30.

## ARTICLE 19 - OVERTIME

### 19.1 Definitions

- (a) "*Overtime*" means work performed by a full-time employee in excess or outside of their regularly-scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate.

### 19.2 Advanced Approval

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

### 19.3 Overtime Entitlement

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

### 19.4 Overtime Compensation

- (a) All employees shall be compensated for overtime work performed before and after regular working hours.

(b) Overtime shall be compensated either in cash or equivalent compensatory time off (CTO), or a combination of both as determined by the employee, provided such time off is scheduled by mutual agreement.

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

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

#### **19.6 Right to Refuse Overtime**

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

#### **19.7 Overtime for Part-Time Employees**

(a) A part-time employee working less than the normal hours per day of a full-time employee, who is required to work longer than their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, who is required to work other than their regularly-scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

#### **19.8 Extracurricular Activities**

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

(1) Teaching Staff will be compensated with one (1) day in lieu for each overnight, to a maximum of two (2) days per approved trip. Exceptional circumstances will be considered on a without prejudice and without precedent basis;

(2) Non-Teaching staff will be compensated in accordance with Article 19.4.

(b) While involved in extra-curricular activities, School staff shall be considered to be acting in the employ of the Employer for the purposes of liability coverage under the Employer's insurance.

(c) All School staff are encouraged to interact and participate in community sponsored events.

### **ARTICLE 20 - PAID LEAVE**

#### **20.1 Paid Holidays**

The following have been designated as paid holidays:

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

Canada Day

Christmas Day  
Boxing Day

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

**20.2 Holidays Falling on Saturday or Sunday**

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

**20.3 Holidays Falling on a Day of Rest**

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

**20.4 Holiday Falling on a Scheduled Workday**

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

**20.5 Holiday Coinciding with a Day of Vacation**

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

**20.6 Paid Holiday Pay**

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

**20.7 Indigenous Peoples Day**

The WSÁNEĆ School Board designates Indigenous Peoples Day as a paid holiday provided that this holiday falls on an employee's regular workday. For greater certainty, the purpose of designating this holiday is to encourage and permit attendance at cultural ceremonies and celebrations, and Articles 20.2 to 20.6 do not apply to Indigenous Peoples Day.

**ARTICLE 21 - ANNUAL VACATIONS**

**21.1 Annual Vacation Entitlement**

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

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

(b) *Continuous Employment*

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

(c) *Payment of Vacation*

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

(d) *Unearned Vacation*

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

## 21.2 Vacation Earnings for Partial Years

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

## 21.3 Vacation Scheduling

(a) The scheduling and taking of vacations shall be based on the school year. "School year" means from September 1<sup>st</sup> to the last day of school in June annually.

(b) (1) The scheduling of vacations will be by seniority.

(2) Vacation schedules are to be submitted to and approved by an employee's supervisor at the beginning of September each year and vacation is to be taken initially in one (1) of the designated blocks of Christmas, Spring Break and the Summer period prior to any vacation being granted during the regular school session.

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

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

## 21.4 Approved Leave of Absence With Pay During Vacation

When an employee is qualified for sick leave, bereavement leave, or any other approved leave during 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 and provide necessary documentation within seven (7) calendar days of returning to work.

## 21.5 Vacation Credits Upon Death

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

## ARTICLE 22 - PAID LEAVE

### 22.1 Definition of Employee Paid Leave

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

### 22.2 Entitlement to Employee Leave

Ten (10) month employees are entitled to twelve and one-half (12 ½) calendar days of employee leave per year; twelve (12) month employees are entitled to fifteen (15) calendar days of employee leave per year. New employees accrue one and one-quarter (1 ¼) calendar days per month of employee leave until completion of their first year of service with the Employer.

Employees may take paid leave up to their annual entitlement each year prior to the accrual of that leave, provided, however, that upon the termination of the employment relationship, the Employer may recover any paid but unaccrued leave from the employee.

### 22.3 Carryover

Employees are not entitled to carry over employee leave to the new school year and will be paid all remaining accrued employee leave up at the end of each employee year or at the end of their term of employment, or at the date of layoff.

### 22.4 Proof of Illness

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

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

### 22.5 Use of Employee Leave

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

- (a) employee leave shall be taken in one-half (½) or one (1) day periods only, unless otherwise approved by the employee's supervisor;
- (b) other than in the case of sickness, or in the case of an emergency, employee leave over three (3) consecutive workdays requires pre-approval by the employee's supervisor, which approval must be requested a minimum of one week in advance of the leave, no request will be unreasonably denied. Exceptional circumstances will be considered;
- (c) subject to 22.5(b), an employee shall provide notification of leave to their supervisor on the morning of each employee leave absence and where applicable the employee shall be responsible for ensuring a replacement is available.

## 22.6 Notification of Absence

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

## ARTICLE 23 - BEREAVEMENT AND OTHER LEAVE

### 23.1 Bereavement Leave

(a) In the event of the death of an immediate family member, during the bereavement period an employee shall be entitled to five (5) working days without loss of pay. An employee may request additional bereavement leave. Any leave beyond five (5) working days requires the written approval of the CEO as per 20.1(b).

(b) In the event of the death of an extended family member, leave approved by the CEO during bereavement period an employee shall be entitled to three (3) working days without loss of pay. An employee may request additional bereavement leave. Any leave beyond three (3) working days requires the written approval of the CEO.

(c) *“Immediate family”* means spouse, grandparent, parent, sibling, child, grandchild (also includes in-laws and steps in these categories) and any person permanently residing in the employee’s household.

(d) *“Extended family”* means, aunt, uncle, niece, nephew or first cousin (also includes in-laws and steps in these categories).

(e) *“Bereavement period”* means the period immediately following the death of an employee’s immediate or extended family member but may be postponed, in whole or in part, at the discretion of the employee’s supervisor, for a period of up to fourteen (14) calendar days following the death. Extraordinary circumstances will be considered.

### 23.2 Leave for Court Appearance

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

### 23.3 Leave for Writing Examinations

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

### 23.4 Leave for Taking Courses

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

### 23.5 Elections

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

### 23.6 General Leave

Notwithstanding any provision for leave in this agreement, the Employer may subject to operational requirements grant leave of absence without pay to an employee requesting such leave provided the employee give a minimum of thirty (30) calendar days' notice to the Employer. Such request to be in writing and approved by the Employer. Approval shall not be unreasonably withheld.

### 23.7 Donor Leave

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

### 23.8 Other Religious or Spiritual Observances

- (a) Employees who practise non-Christian religions or Indigenous spiritual observances are entitled to reasonable leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice, as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule compensatory time off banked pursuant to Article 19.4(b) (Overtime Compensation), unused vacation or lieu days to cover their absence as per Article 21 (Vacation).

### 23.9 WSÁNEĆ School Board Representation

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

### 23.10 Miscarriage and Stillbirth

A pregnant employee that experiences a miscarriage or stillbirth up to and including the twenty-fourth (24<sup>th</sup>) week of pregnancy shall be entitled to five (5) working days without loss of pay, to be taken in the period immediately following the miscarriage or stillbirth. A pregnant employee that experiences a miscarriage or stillbirth after the twenty-fourth (24<sup>th</sup>) week of pregnancy shall be entitled to pregnancy leave pursuant to Article 25.

### 23.11 Compassionate Care Leave

An employee will be granted leave without pay to provide care for a family member with a serious medical condition with a significant risk of death within 26 weeks, for up to 27 weeks as per the *Employment Standards Act*.

### 23.12 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 protect the privacy and safety of trans workers at all times, 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) 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.

## **ARTICLE 24 - DOMESTIC VIOLENCE**

### **24.1 Exception to Entitlements**

Entitlements to accommodation and leave in this clause do not apply with respect to domestic violence or sexual violence committed by the employee.

### **24.2 Place of Work Accommodation**

If an employee or the employee's child has experienced domestic violence or sexual violence, and as a result the employee needs to work at a place of work other than where the Employer has assigned the employee, the Employer shall accommodate the employee's need unless it would cause the Employer undue hardship.

### **24.3 Hours of Work Accommodation**

If an employee or the employee's child has experienced domestic violence or sexual violence, and as a result the employee needs fewer hours of work or needs to work at different times than the Employer has assigned the employee, the Employer shall accommodate the employee's need unless it would cause the Employer undue hardship.

### **24.4 Domestic Violence Leave**

(a) An employee is entitled to a leave of absence of up to 10 days if the employee or the employee's child experienced domestic violence or sexual violence.

(b) An employee is only entitled to a leave of absence under Clause 24.4(a) if the employee uses the leave of absence for one or more of the following purposes:

(1) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence; or

(2) To obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, transition house, sexual assault centre or other social services program or community agency; or

(3) To obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence; or

(4) To relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or



- (5) To seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.
- (c) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.
- (d) The first 5 days of leave taken under Clause 24.4 (Domestic Violence Leave) is paid leave. Leave taken under Clause 24.4 (Domestic Violence Leave) beyond 5 days is unpaid.
- (e) If the employee is a casual employee, the employee's daily hours for each day in Clause 24.4 (Domestic Violence Leave) shall be the total hours paid to the employee in the 12 weeks immediately before the day on which the employee began the leave(s) of absence under this clause, divided by 60.
- (f) An employee who wishes to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.

#### **ARTICLE 25 - PREGNANCY & ADOPTION LEAVES**

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

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

##### **25.1 Pregnancy Leave**

- (a) The employee will be granted leave for a period not longer than seventeen (17) weeks.
- (b) The period of pregnancy leave shall commence not earlier than thirteen (13) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Clause 23.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (d) The Employer shall, upon the request of the employee, modify the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that they are able to perform their duties.
- (f) Pregnancy leave may be extended for up to an additional six (6) months for health reasons where a medical practitioner's certificate is presented.

**25.2 Parental Leave**

- (a) Upon application, an employee shall be granted leave of absence for up to sixty-two (62) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks' parental leave between them.
- (c) Upon application, employees shall be granted parental leave as follows:
  - (1) in the case of the parent/birthing parent, commencing immediately following the end of the pregnancy leave under Article 23.1;
  - (2) in the case of the parent/second parent/other parent, commencing within the fifty-two (52) week period following the birth of the child;
  - (3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.
- (d) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

**25.3 Leave Without Pay**

All leave taken under Article 23 is leave without pay.

**25.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 25 in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks, except as provided under Article 25.1(f) and/or 25.1 (d) and/or 25.2(d). Where an employee is granted total pregnancy leave under Articles 25.1 (a) and 25.1(f) of greater than fifty-two (52) weeks, the employee shall not be entitled to parental leave under Article 25.2.

**25.5 Return from Leave**

- (a) On return from leave, an employee shall be placed in their former position. Where the former position does not exist, in an equivalent position.
- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Clause 25.1 or Clause 25.2.

**25.6 Seniority Rights on Reinstatement**

- (a) An employee who returns to work after the expiration of the pregnancy and/or parental leave shall retain the seniority they had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which their leave commenced if an application for re-employment is not made within one (1) month prior to the expiration of the leave or if they do not return to work after having applied for re-employment.

**25.7 Sick Leave Credits**

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

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

## ARTICLE 26 - OCCUPATIONAL HEALTH AND SAFETY

### 26.1 Statutory Compliance

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

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

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

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

### 26.2 Conditions

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia and/or Canada pertaining to the working environment will be fully complied with. First aid attendants, kits and equipment will be supplied in accordance with section governing legislative guidelines.

### 26.3 Working Environment

A safe and clean working environment is essential in order 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 the safe performance of all aspects of work, the safe use of equipment, and the safe handling of materials and products.

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 June 30, 2025.

### 26.4 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.

## 26.5 Joint Occupational Health and Safety Committee

- (a) 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.
- (b) 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.
- (c) The Committee will carry out all the functions and duties as per Part 2, Division 5, Section 36 of the *Workers Compensation Act*.

The 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.
- (d) 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 *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 section 36 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.

- (e) 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.
- (f) 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.

## 26.6 Strain Injury Prevention

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain 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 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 advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will include the joint occupational health and safety committee or worker health and safety representatives.

### **26.7 Hearing Examinations**

Hearing examinations required pursuant to the Workers' Compensation Occupational Health and Safety Regulations shall be conducted during working hours without loss of pay. Where an employee is required to be examined on other than their regularly scheduled workday, they shall receive the applicable overtime rate of pay for the duration of the examination plus travel time upon proceeding directly to and from the examination.

### **26.8 Unsafe Work**

- (a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulation.
- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulations Part 2, Division 6 of the *Workers Compensation Act*.

### **26.9 Investigation of Accidents**

- (a) Pursuant to the *Workers Compensation Act*, Part 3, Division 10 governing Accident Reporting and Investigation, 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.

- (b) 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.

(c) In the event of a fatality, the Employer will 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.

#### **26.10 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 for such injury will receive payment for the remainder of their shift.

#### **26.11 Employee Working Alone**

(a) The Occupational Safety and Health Committee shall develop a written procedure for checking the well-being of a worker assigned to work alone and where the employee may not be able to secure assistance in the event of misfortune or injury.

(b) The procedure for checking a worker's well-being must include the time interval between checks and the procedure to follow in case the employee cannot be contacted, including provisions for emergency response.

#### **26.12 Employee Check-in**

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.

#### **26.13 Transportation of Accident Victims**

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

#### **26.14 Communicable Disease/Parasites Protection**

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

(b) Where the Employer is aware of a student with a communicable disease or parasitic infestation, the Employer will inform the primary care givers about the inherent risk of the communicable disease or parasitic infestation.

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

The regular cleaning schedule will include the following:

#### **Daily**

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

#### **Monthly**

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

#### **School Use During Summer Break**

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

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

The Employer and the Union agree that the Labour Management Committee, (Article 33) will consider the Employer's proposals on appropriate policies and procedures.

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

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

**26.15 Workplace Violence/Aggressive Conduct**

The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees.

The Committee will be consulted to determine the applicable physical and procedural measures that will be implemented. An employee serving students 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 the risk of 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 student.

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 colleague or student 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, that is provided by the Employer, 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, or as soon as possible.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Committee, after review of the circumstances, 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.

**26.16 Protective Clothing and Supplies**

The Employer will supply protective clothing supplies as required by WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

**26.17 Occupational First Aid Requirements and Course**

Employees who possess the Occupational First Aid Certification and are the designated First Aid Attendant, in addition to their normal job responsibilities, shall receive fifty dollars (\$50) biweekly.

**ARTICLE 27 - TECHNOLOGICAL CHANGE**

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

**ARTICLE 28 - CONTRACTING OUT**

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



## ARTICLE 29 - HEALTH AND WELFARE

### 29.1 Eligibility

Coverage for a regular employee under the plan will commence on the first day of the month following the month in which the employee successfully completes their probation period.

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

### 29.2 Medical Examination

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

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

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

### 29.4 Same Gender Spouse Entitlement

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

### 29.5 Benefits on Leave of Absence

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

## ARTICLE 30 - EDUCATIONAL ASSISTANCE/CAPACITY ENHANCEMENT

### 30.1 Concept

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

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

### 30.2 Committee

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

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

The parties agree to develop a calendar by June 30<sup>th</sup> each year to set dates for each committee for the school calendar year which will expire June 29<sup>th</sup> of the following school year.

### **30.3 Employer-Required Courses**

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

## **ARTICLE 31 - PAYMENT OF WAGES AND ALLOWANCES**

### **31.1 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.

### **31.2 Paydays**

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

### **31.3 Rates of Pay**

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

### **31.4 Vehicle Allowances**

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

**31.5 Meal Allowances**

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

**31.6 Salary Rate Upon Employment**

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

**31.7 Reimbursement of Reasonable Expenses**

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

**ARTICLE 32 - CLASSIFICATION & RECLASSIFICATION**

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

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

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

**ARTICLE 33 - LABOUR-MANAGEMENT COMMITTEE****33.1 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.

**33.2 Membership**

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

**33.3 Procedure**

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

The parties agree to develop a calendar by June 30<sup>th</sup> each year to set dates for each committee for the school calendar year which will expire June 29<sup>th</sup> of the following school year.

**ARTICLE 34 - GENERAL CONDITIONS****34.1 Payroll Deductions**

- (a) An employee shall be entitled to have deductions from their salary assigned for the purchase of additional life insurance from the Employer's carrier and/or RRSPs provided there is no additional cost to the Employer.
- (b) In order to ensure the continuity of benefits, unless exceptional circumstances exist, salaries will be paid in twenty-six (26) pay periods.

**34.2 Copies of the Agreement**

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

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

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

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

**34.3 Supplies and Specialized Clothing**

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

**34.4 Transportation of Children or Clients**

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

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

**34.5 Staff Confidentiality**

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

**ARTICLE 35 - MUNICIPAL PENSION PLAN**

- (a) An employer will provide the Municipal Pension Plan (MPP) to all eligible employees.
- (b) Employees of record on September 30, 2025, who meet the eligibility requirements of the MPP, have the option of joining or not joining the MPP. Eligible employees who initially elect not to join the MPP on September 30, 2024, have the right to join the MPP at any later date but will not be able to contribute or purchase service for the period waived.

(c) All regular full-time employees hired after September 30, 2025, will be enrolled in the MPP upon completion of the earlier of their probationary period or three months and will continue in the plan as a condition of employment. Full-time hours of work are defined in the local issues agreement specific to each employer.

Regular part-time employees and casual employees hired after September 30, 2025, who meet the eligibility requirements of the MPP have the right to enrol or not enrol in the MPP. Those who initially decline participation have the right to join the MPP at any later date.

The MPP rules currently provide that a person who has completed two years of continuous employment with earnings from an employer of not less than 35% of the year's maximum pensionable earnings in each of two consecutive calendar years will be enrolled in the Plan. This rule will not apply when an eligible employee gives a written waiver to the Employer.

(d) Employers will ensure that all new employees are informed of the options available to them under the MPP rules.

(e) Eligibility and terms and conditions for the pension will be those contained in the Municipal Pension Plan and associated documents.

(f) If there is a conflict between the terms of this agreement and the MPP rules, the MPP must prevail.

Note: MPP contact information:

Web: <http://www.pensionsbc.ca>

Email: [mpp@pensionsbc.ca](mailto:mpp@pensionsbc.ca)

Victoria Phone: 1-250-953-3000

BC Phone: 1-800-668-6335

(g) Employees who enroll in the Municipal Pension Plan will no longer be eligible to contribute to the Employer's RRSP plan.

## **ARTICLE 36 - TERM OF AGREEMENT**

### **36.1 Duration**

This agreement shall be binding and remain in effect to midnight August 31, 2026.

### **36.2 Notice to Bargain**

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after March 31, 2026, but in any event not later than midnight, August 31, 2026.

(b) Where no notice is given by either party prior to August 31, 2026, both parties shall be deemed to have given notice under this section on August 31, 2026 and thereupon Clause 36.3 of this agreement applies.

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

### **36.3 Commencement of Bargaining**

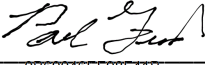
Where a party to this agreement has given notice under Clause 36.2 of this agreement, the parties shall, within thirty (30) calendar days after the notice was given, commence collective bargaining. This time frame may be extended by mutual agreement but the same must be in writing.

**36.4 Changes in Agreement**


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

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

**SIGNED ON BEHALF OF THE UNION:**


DocuSigned by:  
  
0B69046EF98F41B...  
Paul Finch  
President

Signed by:  
  
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Cora McGuire  
Bargaining Committee Chairperson

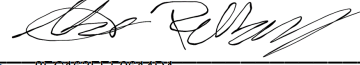
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Val Samuel  
Bargaining Committee

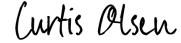
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Berkeley Lott  
Bargaining Committee


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Penawen Elliott  
Bargaining Committee

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Kim Shelley  
Director

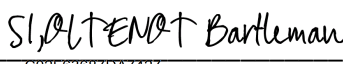
**SIGNED ON BEHALF OF THE EMPLOYER:**

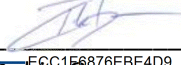
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Abe Pelkey  
Chair of Board

Signed by:  
  
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Curtis Olsen  
Board Member

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Kaleb Child  
CEO

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Kristine Nicolson  
Comptroller

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SI,OLTENOT Bartleman  
Principal of ŁÁU,WELNEW Tribal School

Signed by:  
  
ECC1F6876E8E4D9...  
Robin Gage  
Legal Counsel

DocuSigned by:  
  
4447BC9FAB40424...  
Rebecca Clifford  
HR Manager

Date: January 6, 2025

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

Step 1 - 1 - 4 years of service

Step 2 - 5 plus years of service

		Sept 1/24 7%	Sept 1/25 3%
School Receptionist/ Secretary, Level 1	1	22.52	23.19
	2	24.77	25.51
School Receptionist/Secretary, Level 2	1	24.84	25.59
	2	*27.33	28.15
Custodian	1	21.91	22.57
	2	24.10	24.82
Grounds Maintenance	1	22.92	23.61
	2	25.21	25.97
Cook	1	23.28	23.98
	2	25.61	26.37
Building Maintenance Worker	1	26.67	27.47
	2	29.34	30.22
Bus Driver	1	24.74	25.48
	2	27.21	28.03
Computer Technician Technical Library Learning	1	23.53	24.23
	2	25.88	26.66
Educational Assistant - Level 1	1	24.18	25.14
	2	26.85	27.65
Home School Coordinator, Level 1	1	24.91	25.65
	2	27.40	28.22
Home School Coordinator, Level 2	1	26.15	26.94
	2	28.77	29.63
Educational Assistant, Level 2	1	25.87	26.65
	2	28.46	29.31
Educational Assistant, Level 3	1	27.43	28.25
	2	30.18	31.08
Early Childhood Educator	1	24.19	24.91
	2	26.60	27.40
ECE Assistant	1	22.40	23.07
	2	24.64	25.38
Infant/Toddler	1	26.17	26.96
	2	28.79	29.65
Daycare Program Manager	1	26.80	27.60
	2	29.48	30.36
Post Secondary Coordinator	1	26.37	27.16
	2	29.00	29.87



		<b>Sept 1/24 7%</b>	<b>Sept 1/25 3%</b>
Speech Language Assistant	1	27.21	28.02
	2	29.93	30.83
Student Information System Coordinator	1	27.18	27.99
	2	29.90	30.79
Accounts Payable Clerk	1	26.85	27.65
	2	29.53	30.42
Senior Language Apprentice (Vacant)	1	29.46	30.35
	2	32.41	33.38
Community Program Coordinator / Student Connections Facilitator, Level 1	1	26.69	27.49
	2	29.36	30.24
Community Program Coordinator / Student Connections Facilitator – Level 2	1	28.10	28.94
	2	30.91	31.84
Community Program Coordinator / Student Connections Facilitator – Level 3	1	29.51	30.39
	2	32.46	33.43
Lead Custodian	1	25.75	26.52
	2	28.32	29.17

Note: \*These positions will be reviewed annually for wage comparators.

**Salary Grid Teaching Staff**

<b>Teacher 4</b>		
<b>Years of Experience</b>	<b>Sept 1/24</b>	<b>Sept 1/25</b>
	<b>5%</b>	<b>3%</b>
1	56,507.22	58,202.44
2	59,015.74	60,786.21
3	61,525.34	63,371.10
4	64,036.01	65,957.09
5	66,545.61	68,541.98
6	69,056.28	71,127.97
7	71,565.88	73,712.86
8	74,076.56	76,298.86
9	76,585.08	78,882.63
10	82,268.36	84,736.41

<b>Teacher 4.5</b>		
<b>Years of Experience</b>	<b>Sept 1/24</b>	<b>Sept 1/25</b>
	<b>5%</b>	<b>3%</b>
1	59,309.76	61,089.05
2	62,108.03	63,971.27
3	64,906.82	66,854.02
4	67,705.62	69,736.79
5	70,504.95	72,620.10

Teacher 4.5		
Years of Experience	Sept 1/24	Sept 1/25
	5%	3%
6	73,304.28	75,503.41
7	76,103.09	78,386.18
8	78,902.42	81,269.49
9	81,700.68	84,151.70
10	87,888.99	90,525.66

Teacher 5		
Years of Experience	Sept 1/24	Sept 1/25
	5%	3%
1	62,112.31	63,975.68
2	65,200.31	67,156.32
3	68,288.30	70,336.95
4	71,375.22	73,516.48
5	74,464.29	76,698.22
6	77,552.29	79,878.86
7	80,640.28	83,059.49
8	83,728.28	86,240.13
9	86,816.28	89,420.77
10	93,509.61	96,314.90

Teacher 5.5		
Years of Experience	Sept 1/24	Sept 1/25
	5%	3%
1	66,206.07	68,192.25
2	69,548.99	71,635.46
3	72,889.77	75,076.46
4	76,232.69	78,519.67
5	79,575.60	81,962.87
6	82,918.52	85,406.08
7	86,261.44	88,849.28
8	89,604.36	92,292.49
9	92,946.21	95,734.60
10	100,149.39	103,153.87

Teacher 6		
Years of Experience	Sept 1/24	Sept 1/25
	5%	3%
1	67,644.57	69,673.91
2	71,075.32	73,207.58
3	74,508.21	76,743.46
4	77,940.03	80,278.23

<b>Teacher 6</b>		
<b>Years of Experience</b>	<b>Sept 1/24</b>	<b>Sept 1/25</b>
	<b>5%</b>	<b>3%</b>
5	81,371.85	83,813.01
6	84,804.74	87,348.88
7	88,236.56	90,883.66
8	91,668.38	94,418.43
9	95,100.20	97,953.21
10	102,484.40	105,558.93

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

\*Effective September 1, 2024, TOC rate of pay will be:

- Five (5) or more hours worked: \$334
- Less than five (5) hours worked: \$167

Notwithstanding the wage schedules in this agreement, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.9%, rounded up to the nearest penny.

The principle of minimum wage plus 1.9% must also be applied to summer student or coop student agreements, letters or memoranda.

**APPENDIX B  
Pension Plan**

The existing pension plan shall continue as per the Many Nations Multi-Employer Pension Plan Booklet dated April 2017, or equivalent plan. The Employer agrees to pay the required employer share in each case.

The Employer will take any necessary steps to become a member of the Municipal Pension Plan (MPP). It is agreed that if accepted into the MPP, the plan will become effective September 2025. If the Employer is accepted into the (MPP), no further contributions will be made by the Employer to the Many Nations Multi-Employer Pension Plan and Article 35 will apply.

If the Employer is not accepted into the MPP the Many Nations Multi-Employer Pension Plan will continue to be in place, employees will be eligible to contribute up to 8.61% of their income and the Employer agrees to pay the equivalent amount in each case.

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

As per Co-Operator’s Benefit Booklet Class: A - Status Employees  
As per Co-Operator’s Benefit Booklet Class: D - Non-Status Employees

**APPENDIX D  
List of Arbitrators**

Amanda Rogers  
Corinne Bell  
James Dorsey  
Karen Snowshoe  
Mike Fleming

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

1. Secretary
2. Teacher
3. Education Assistant
4. Computer Lab Coordinator
5. Library Coordinator
6. Home School Coordinator
7. Bus Driver
8. Speech Language Assistant
9. Post-Secondary Coordinator
10. Health and Wellness Coordinator
11. Cook
12. Building Maintenance Worker
13. Custodian
14. Groundskeeper
15. School Counsellor
16. Early Childhood Educator
17. Infant/Toddler
18. ECE Assistant
19. Daycare Program Manager
20. Student Information System Coordinator
21. Health & Safety Coordinator
22. Accounts Payable Clerk
23. SENĆOŦEN Senior Apprentice
24. Community Program Coordinator
25. Lead Custodian
26. STA,SEN TTE SENĆOŦEN Immersion Master Teacher
27. STA,SEN TTE SENĆOŦEN Language Worker
28. SENĆOŦEN Junior Apprentice

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

The Employer agrees to consult with employees appointed by the Union on the changes to class size and composition. WSÁNEĆ agrees to meet with the employee representative(s) appointed by the Union on an

annual basis to review any changes to the WSÁNEĆ 's existing class size and composition policy at a date and time mutually agreed to by the parties.

### **MEMORANDUM OF UNDERSTANDING #3**

#### **Job Descriptions**

The Union accepts the job description for each of the bargaining unit positions as already provided by the Employer to the Union. The Union acknowledges and agrees that any classification of these bargaining unit positions by the Employer shall be subject to the provisions of Article 31 of this collective agreement.

### **MEMORANDUM OF UNDERSTANDING #4**

#### **Teaching Assignments**

The Union and the Employer will work together to determine the process for assigning teacher assignments outlined in Article 17. The parties will meet as soon as possible after ratification with the goal to solidify the assignment process for the June 2024 hiring process.

### **MEMORANDUM OF UNDERSTANDING #5**

#### **Transition Policy**

Employer agrees to review the Group Benefit Plan when gender-affirming care provisions become available. Once the Employer has an opportunity to analyse this benefit, they will share their position with the Union.