

COLLECTIVE AGREEMENT

BETWEEN

SCHOOL DISTRICT NO. 92 (NISGA'A)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2298 (NISGA'A)

July 1, 2014 to June 30, 2019

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION OF UNION	1
1.01	BARGAINING UNIT.....	1
1.02	EXCLUSIONS	1
1.03	UNION MEMBERSHIP.....	2
1.04	UNION DUES	2
1.05	REPRESENTATION.....	2
1.06	UNION BARGAINING COMMITTEE.....	2
1.07	PICKET LINES.....	2
1.08	UNION DUES RECEIPTS	2
1.09	SEXUAL HARASSMENT.....	2
1.10	HARASSMENT	3
1.11	LABOUR MANAGEMENT COMMITTEE.....	3
ARTICLE 2	DEFINITIONS.....	4
2.01	REGULAR EMPLOYEE	4
2.02	PART-TIME EMPLOYEE.....	4
2.03	TEMPORARY EMPLOYEE.....	4
2.04	CASUAL EMPLOYEE	4
2.05	TERM EMPLOYEE.....	4
ARTICLE 3	MANAGEMENT RIGHTS.....	5
3.01	GENERAL	5
ARTICLE 4	POSTINGS.....	5
4.01	JOB POSTINGS	5
4.02	INFORMATION IN POSTINGS	5
4.03	NOTIFICATION TO EMPLOYEE AND UNION	5
ARTICLE 5	PROBATION	5
5.01	DEFINITION	5
ARTICLE 6	TRIAL PERIOD	6
6.01	TRIAL PERIOD	6
6.02	APPOINTMENT OUT OF UNIT	6
ARTICLE 7	SENIORITY.....	6
7.01	DEFINITION	6
7.02	PROMOTIONS AND TRANSFERS.....	6
7.03	SENIORITY LIST.....	7
7.04	SENIORITY ACCUMULATION.....	7
7.05	LOSS OF SENIORITY	7
7.06	SECONDARY SENIORITY	7

ARTICLE 8	LAYOFF AND RECALL	8
8.01	DEFINITION	8
8.02	LAYOFF	8
8.03	RECALLS	8
8.04	NOTICE OF LAYOFF	8
8.05	BUMPING PROCEDURES.....	9
ARTICLE 9	DISMISSAL AND DISCIPLINE	9
9.01	JUST CAUSE	9
9.02	WARNING	10
9.03	PERSONNEL FILE.....	10
9.04	CONFIDENTIALITY	10
ARTICLE 10	GRIEVANCE PROCEDURE	10
10.01	DEFINITION	10
10.02	ARBITRATION.....	11
10.03	POLICY GRIEVANCE	12
10.04	PAY FOR UNION REPRESENTATIVE	12
ARTICLE 11	DAYS AND HOURS OF WORK.....	12
11.01	DAYS OF WORK.....	12
11.02	HOURS OF WORK.....	12
11.03	FOUR (4) HOUR MINIMUM WORK DAY	13
11.04	REST BREAK	14
11.05	SCHEDULES	15
11.06	TIME CARDS/TIME SHEETS.....	15
11.07	STAFF MEETINGS	15
11.08	NON-INSTRUCTIONAL DAY	15
11.09	EMERGENCY CLOSURES.....	15
ARTICLE 12	OVERTIME.....	15
12.01	GENERAL	15
12.02	TIME OFF IN LIEU OF OVERTIME	16
12.03	STUDENT HOUSING PARENT.....	16
12.04	SUPERVISOR APPROVAL	16
ARTICLE 13	GENERAL (STATUTORY) HOLIDAYS.....	16
13.01	PAID HOLIDAYS	16
13.02	TERM EMPLOYEE.....	16
13.03	CASUAL EMPLOYEE	17
13.04	DAY OFF IN LIEU.....	17
ARTICLE 14	ANNUAL VACATIONS	17
14.01	GENERAL	17
14.02	VACATION PAY	17
14.03	TERM EMPLOYEE AND STUDENT HOUSING PARENT	18
14.04	SCHEDULING	18

ARTICLE 15	LEAVE OF ABSENCE	18
15.01	GENERAL	18
15.02	JURY OR COURT WITNESS DUTY LEAVE	18
15.03	WEATHER CONDITIONS	18
15.04	COMPASSIONATE LEAVE	19
15.05	CULTURAL LEAVE	19
15.06	REPRESENTATIVE OF UNION.....	19
15.07	EXAMINATIONS.....	20
15.08	SICK LEAVE	20
15.09	MATERNITY LEAVE	20
15.10	PARENTAL LEAVE	21
15.11	ADOPTION LEAVE.....	21
15.12	EXTENDED LEAVE	21
ARTICLE 16	PAYMENT OF WAGES.....	21
16.01	PAY DAYS	21
16.02	RATE FOR NEW OR CHANGED CLASSIFICATION	22
16.03	PAY ON TEMPORARY APPOINTMENT TO HIGHER RATED POSITION	22
16.04	PAY ON TEMPORARY APPOINTMENT TO LOWER RATED POSITION	22
16.05	PROPER CLASSIFICATION	22
16.06	CALLOUT	22
16.07	MINIMUM DAILY PAY	23
ARTICLE 17	EMPLOYEE BENEFITS (NOT APPLICABLE TO CASUAL EMPLOYEES) .	23
17.01	PARTICIPATION	23
17.02	COVERAGE DURING SICKNESS OR ACCIDENT ABSENCE	24
17.03	LEAVE OF ABSENCE COVERAGE	24
17.04	TERM EMPLOYEE OR STUDENT HOUSING PARENTS SUMMER CLOSURE	24
17.05	LONG TERM DISABILITY PLAN	24
17.06	BENEFITS TRUST/LTD/RETURN TO WORK.....	24
ARTICLE 18	PENSION PLAN RETIREMENT.....	25
18.01	PARTICIPATION	25
18.02	RETIREMENT AGE.....	25
ARTICLE 19	TECHNOLOGICAL CHANGE	25
19.01	GENERAL	25
ARTICLE 20	HEALTH AND SAFETY.....	26
20.01	ACCIDENT ON THE JOB	26
20.02	DISTRICT SAFETY COMMITTEE.....	26
20.03	WORKPLACE VIOLENCE	27
20.04	MEDICATION	27
20.05	COMMUNICABLE DISEASE OR INFESTATIONS	27

ARTICLE 21	GENERAL.....	28
21.01	COPY OF AGREEMENT.....	28
21.02	UNION ACCESS.....	28
21.03	TERMINOLOGY.....	28
21.04	BULLETIN BOARDS	28
21.05	INDEMNIFICATION	28
21.06	CONTRACTING OUT	28
21.07	COURSES, SEMINARS AND WORKSHOPS.....	28
21.08	PROFESSIONAL DEVELOPMENT FUND	28
21.09	COPY OF THE BOARD POLICY MANUAL	29
ARTICLE 22	DURATION OF AGREEMENT	30
22.01	GENERAL	30
SCHEDULE "A" – MAY 1, 2014 RATE OF PAY.....		31
SCHEDULE "A" – JULY 1, 2015 RATE OF PAY		32
SCHEDULE "A" – JULY 1, 2016 RATE OF PAY		34
SCHEDULE "A" – MAY 1, 2017 RATE OF PAY.....		34
SCHEDULE "A" – JULY 1, 2017 RATE OF PAY		36
SCHEDULE "A" – MAY 1, 2018 RATE OF PAY.....		37
SCHEDULE "A" – JULY 1, 2018 RATE OF PAY		38
SCHEDULE "A" – MAY 1, 2019 RATE OF PAY.....		39
SCHEDULE "B"		42
BUS DRIVERS ON EXTENDED TRIPS	42	
SCHEDULE "C"		43
APPRENTICESHIP TRAINING PROGRAM	43	
SCHEDULE "D"		44
APPOINTMENT TO ADMINISTER BURIAL RESPONSIBILITIES	44	
SCHEDULE "E"		45
LETTER OF UNDERSTANDING BETWEEN BCPSEA, SIGNATORY SCHOOL BOARDS AND SIGNATORY SUPPORT STAFF, DECEMBER 14, 2011	45	
SCHEDULE "F"		51
LETTER OF UNDERSTANDING RE: CLASS ORGANIZATION FUND – DECEMBER 14, 2011.....	51	
LETTER OF UNDERSTANDING #1.....		53
RE: PAY EQUITY	53	
LETTER OF UNDERSTANDING #2.....		54
RE: NISGA'A LANGUAGE ASSISTANTS GRID SCHEDULE	54	

LETTER OF UNDERSTANDING #3.....	55
RE: JOB EVALUATION MAINTENANCE PLAN	55
LETTER OF UNDERSTANDING #4.....	56
RE: AGREED UNDERSTANDING OF THE TERM EDUCATION ASSISTANT	56
APPENDIX "A"	56
PROVINCIAL FRAMEWORK AGREEMENT ("FRAMEWORK") 2014-2019	57

COLLECTIVE AGREEMENT

BETWEEN:

SCHOOL DISTRICT NO. 92 (NISGA'A)
(hereinafter called the "Board")

Party of the First Part;

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2298 (NISGA'A)
(hereinafter called the "Union")

Party of the Second Part.

WHEREAS the School Trustees of School District No. 92 (NISGA'A) have been given a mandate from the people of the Nass via the Nisga'a Tribal Council to maintain Nisga'a control of Nisga'a Education; and

WHEREAS the Union shares the philosophy of Nisga'a control of Nisga'a Education; and

WHEREAS it is the desire of the Board and the Union:

1. to provide an effective, efficient and ongoing education system for the District;
2. to maintain and improve harmonious relations;
3. to recognize the mutual value of joint discussions;
4. to promote the morale, well being and security of the employees.

THEREFORE the Parties agree to the following:

ARTICLE 1 RECOGNITION OF UNION

1.01 Bargaining Unit

The Board recognizes the Canadian Union of Public Employees Local 2298 (Nisga'a) as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Industrial Relations Council.

1.02 Exclusions

It is agreed that the following positions are excluded from the terms and conditions of the Collective Agreement:

Secretary-Treasurer
Assistant Secretary-Treasurer
Secretary-Treasurer Trainee
Maintenance Superintendent
Maintenance Superintendent Trainee
Confidential Secretary (New Aiyansh)

1.03 Union Membership

As a condition of employment, all those employees who are members of the Union shall remain as members in good standing, and all new employees shall become members within thirty (30) days of employment.

1.04 Union Dues

The Board will honour any written assignment of wages of an employee to the Union, provided the Union has officially advised the Secretary-Treasurer of the current regular dues and initiation fee. In accordance with the assignment, the Board will deduct from the pay of the employee and will remit to the Union the amounts deducted within seven (7) days. The remittance will be accompanied by a list of employees involved and the amount of each deduction. An employee shall, as a condition of continued employment, provide the Board with a valid written assignment.

1.05 Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisor when dealing with or negotiating with the Board.

1.06 Union Bargaining Committee

The Union shall advise the Board of the members of the Union Bargaining Committee. Up to five (5) employees who are members of this Committee and so named in advance shall not suffer any loss in pay or benefits when attending bargaining sessions with the Board for a new collective agreement.

1.07 Picket Lines

An employee may refuse to cross a legal picket line arising out of a labour dispute. Such employee shall not be subject to disciplinary action other than loss of pay for the time involved.

1.08 Union Dues Receipts

The Board, where applicable, shall include the amount of union dues paid by each member on the annual Revenue Canada T-4 slip.

1.09 Sexual Harassment

- (a) The Board and CUPE Local 2298 recognize the right of CUPE members to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of sexual harassment which may arise in the workplace.

- (b) Sexual harassment is defined as unwelcome sexual advance, requests for sexual favours, and other verbal or physical conduct of a sexual nature when:
- (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
 - (iii) such conduct interferes with an individual's work performance or creates an intimidating, hostile, or defensive working environment.

The Board undertakes to take appropriate disciplinary action if an allegation of sexual harassment is substantiated.

1.10

Harassment

- (a) The Board and the Union recognize that all employees are entitled to work in an environment free from harassment. Harassment is defined as any intentional action or comment which is known to be unconstructive, and designed to demean or threaten an individual or to cause personal harm or humiliation.
- (b) Complaints of alleged harassment shall be treated seriously.
- (c) Allegations of harassment are to be put forward, in writing, to the employee's immediate supervisor and/or the Secretary-Treasurer, through the President of the Union, or designate.
- (d) Any complaint from a member of the Union alleging harassment within the School District will be investigated by the Secretary-Treasurer or designate, and a meeting will be held. The parties shall attempt to reach an agreement on a course of action.
- (e) If no agreement is reached in the meeting referred to in (d) above or if the agreement is breached, the Secretary-Treasurer or designate, on behalf of the Board shall decide on an appropriate course of action forthwith.
- (f) No individual shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of harassment.

1.11

Labour Management Committee

- (a) A Labour Management Relations Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the District.
- (b) The Committee shall enjoy the full support of both parties and shall meet once per month or as otherwise mutually agreed. Employees will not suffer loss of pay for attendance at such meetings.

- (c) Without limiting the purpose of the Committee, it shall concern itself with improving the relations between the District and its employees; improving service to the Students; and correcting matters of mutual concern. The Committee shall not deal with grievances filed pursuant to the Collective Agreement.
- (d) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting and thereafter they shall be posted on the bulletin boards at all worksites in the District.

ARTICLE 2 **DEFINITIONS**

2.01 Regular Employee

An employee who has been assigned to an established position and has successfully completed the probation period. This includes full-time and part-time employees.

2.02 Part-Time Employee

An employee who has been assigned to a position which is less than full time each day or week and works a stated number of hours on a regular basis.

2.03 Temporary Employee

- (a) An employee hired for a specified period or for a limited indefinite period, in either case expected to be less than ten (10) months; such an employee will be so advised at the time of hiring and where possible shall be given the approximate duration of the appointment. Upon completion of sixty (60) days of work in a classification, a temporary employee shall receive the "to one year on staff" rate of pay. A temporary employee may be terminated with one (1) day's notice, unless hired as a casual. A temporary employee who is made regular shall commence his seniority from his more recent date of hire as a temporary employee.
- (b) A temporary employee replacing a regular employee who is on a leave of over ten (10) months, shall, for benefit purposes only, be considered by the payroll department as a regular employee.

2.04 Casual Employee

A temporary employee who is hired on a day-to-day basis.

2.05 Term Employee

An employee whose normal work days are the days, school is in session for pupils and who shall work on any other day upon notice of five (5) days. A term employee may be a regular employee or a temporary employee.

ARTICLE 3 **MANAGEMENT RIGHTS**

3.01 General

The Union recognizes and affirms the right and responsibility of the Board to manage and operate the School District and agrees that the employment, assignment, direction, and determination of employment status of the work force is vested exclusively in the Board, except as otherwise specifically provided for in this agreement or applicable legislation.

ARTICLE 4 **POSTINGS**

4.01 Job Postings

The Board shall notify the Union in writing of each temporary position of two (2) months or longer and of each regular position to be filled and post notice of the position for a minimum of one (1) week so that all employees will know about the position available.

4.02 Information in Postings

Each notice shall contain the following information: nature of position, type of appointment, qualifications, skills, hours of work and salary.

4.03 Notification to Employee and Union

Within seven (7) consecutive days of the date of the appointment the Board shall notify the Union and all employees who applied for the position advising the name of the successful applicant.

ARTICLE 5 **PROBATION**

5.01 Definition

An employee, upon appointment to the staff, shall serve a probationary period of sixty (60) worked days in the position to determine the employee's competence and suitability for the position. Upon successful completion of the probationary period, the employee shall be so advised by the Board. During the probationary period, the employee may be dismissed for just and reasonable cause without notice. Just and reasonable cause shall include lack of competence or lack of suitability for the position. The probationary period for an employee "in training" shall be sixty (60) worked days or the length of the "in training" period, whichever is longer, and in addition to the above, lack of suitable progress shall be just and reasonable cause for dismissal.

ARTICLE 6 **TRIAL PERIOD**

6.01 Trial Period

An employee who has successfully completed the probationary period and who is appointed to another position shall serve a trial period of sixty (60) worked days in the new position. Upon completion of the trial period to determine the employee's competence and suitability for the new position, the employee shall be so advised by the Board.

During the trial period, the employee shall be returned to the position occupied prior to the change, without notice, because of lack of competence or lack of suitability for the new position. The employee may choose to return to the position occupied prior to the change at any time within the first ten (10) worked days of the trial period. In either situation, any other person appointed, promoted or transferred, etc., because of the rearrangement of positions shall also be returned to the former status. If the appointment is on a temporary basis, the employee shall return to the previous position at the conclusion of the temporary period, or at any time during the temporary period. If the appointment is "in training", the trial period shall be the length of the in-training period, or sixty (60) worked days, whichever is longer.

6.02 Appointment Out of Unit

An employee who fills a position replacing an employee who has been appointed to a position outside the bargaining unit, shall be returned to former status if the former occupant of the position returns to that position within sixty (60) days.

ARTICLE 7 **SENIORITY**

7.01 Definition

Seniority is defined as the length of current service with the Board as a regular employee, and shall include current service with the Board prior to the certification or recognition of the Union. Seniority shall operate on a District-wide basis. The appointment of an excluded employee to a bargaining-unit position shall not result, directly or indirectly, in the demotion or layoff of an employee. Upon successful completion of probation, seniority shall be retroactive to the date the probation period began.

7.02 Promotions and Transfers

In making promotions, transfers and staff appointments, the following factors will be considered:

- (a) The required qualifications and skills;
- (b) Seniority

When two (2) or more applicants meet the qualifications and skills for the duties of the position, seniority of years of service shall be the determining factor.

7.03

Seniority List

The Board shall maintain a seniority list showing the date upon which each employee's regular service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. The Board shall provide along with the Seniority List, an up to date secondary seniority list including the date upon which an employee's Secondary Seniority commenced and how many shifts each employee has worked.

Employees who are on Board approved leave shall not be removed from the seniority list and shall not accumulate seniority while on leave.

7.04

Seniority Accumulation

An employee shall accumulate seniority from the date of hire, including periods of absence because of sickness, accident, disability, maternity and parental leave in accordance with Article 15, paid leave of absence and unpaid leave of absence up to thirty (30) calendar days approved by the Board.

7.05

Loss of Seniority

Seniority shall be lost in the case of layoff after six (6) months in the case of any employee with less than twelve (12) months seniority or after fifteen (15) months in the case of any employee with twelve (12) or more months seniority from the date of layoff.

Seniority shall be lost when the individual turns down a recall, or three (3) days after being advised of a recall and not showing up unless it was not reasonably possible to report to work within the three (3) days, and in such a case the employee will not be considered to have lost recall rights as a result.

7.06

Secondary Seniority

- (a) Casual and temporary employees shall earn one (1) day of secondary seniority for each shift or portion of shift worked.
- (b) Secondary seniority shall be recognized once an employee has worked thirty (30) shifts within any six (6) month period.
- (c) Secondary seniority shall be for the purpose of applying for a regular or temporary posting (via posting) and for the purpose of shift assignment.
- (d) For the purpose of filling temporary or regular positions, an employee who applies for such a position shall be considered for a temporary or a regular position after regular employees and prior to outside applicants.
- (e) Commencement Date

This secondary seniority system shall commence effective March 13, 2001. Secondary seniority shall be calculated on the number of shifts worked since March 13, 2001.

- (f) Once a temporary or casual employee has attended a regular position and passed the applicable probationary period the employee's total seniority shall be applied retroactively.

- (g) Assignment of Casual Work
Employees who have recognized secondary seniority shall be offered short-term work for which they are qualified on the basis of their secondary seniority.
- (h) Loss of Secondary Seniority
- (i) An employee shall only lose secondary seniority in the event:
 - (i) The employee fails to respond to eight (8) consecutive call-ins or call-outs. It is understood that an employee who is unavailable for call-in or call-out shall notify the employer in advance, except in emergencies. Casual and temporary employees shall not lose seniority if they are unable to work due to vacation, sickness, accident, disability or extenuating circumstances.
 - (ii) the employee is discharged for just cause and not reinstated.
 - (iii) the employee self-terminates his employment with the Board.
 - (iv) the employee has not worked for the Board for a period longer than fifteen (15) months.

ARTICLE 8 LAYOFF AND RECALL

8.01 Definition

A layoff is defined as a reduction in the work force or a reduction in an employee's hours of work.

8.02 Layoff

In the event of layoff, probationary employees shall be laid off first. Thereafter, layoffs shall be in reverse order of seniority, provided that the employees to be retained are qualified and willing to do the work of employees laid off.

8.03 Recalls

Employees shall be recalled from layoff in order of seniority, provided they are qualified to perform the work available. Employees on layoff shall be given an opportunity for recall prior to hiring new employees.

8.04 Notice of Layoff

An employee shall be given notice of layoff in accordance with his service:

- (a) two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months, and
- (b) after the completion of a period of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice, up to a maximum of eight (8) weeks' notice.

- (c) the Board is under no obligation to give notice of layoff to a term employee for those days when school is not normally in session.
- (d) when the Board lays off an employee and fails to comply with this Article, the Board shall pay the employee pay equal to the balance of the period of notice required.
- (e) a notice of layoff is not required for temporary employees who are hired for a specified period or for a limited indefinite period.

8.05

Bumping Procedures

- (a) An employee being laid off or displaced from his/her job as a result of a bump into his/her position, shall have the right to bump a less senior employee if the person bumping is qualified to perform the tasks assigned of the less senior employee.
- (b) Teacher Assistants who are assigned to a specific student shall be deemed non-bumpable for the school term but shall have the right to bump if their assignment to the student ends.
- (c) Nisga'a Language Assistant positions shall be non-bumpable. However, Nisga'a Language Assistants have the right to bump into any other position they are qualified for, provided they have the seniority.
- (d) An employee wishing to exercise his/her bumping rights shall, within five (5) working days of the date of notification of layoff, submit in writing to the Secretary-Treasurer notice of his intent to exercise the bumping procedures and shall indicate the person they wish to bump. The Board shall provide the seniority of the person and the qualifications needed for the position being bumped.
- (e) An employee shall be given a sixty (60) work day trial period in the new position. At any time during the trial period the employee may revert to layoff without opportunity for further bumping. The provisions in Article 6.01 which allow an employee on trial to return to his/her previous position shall not apply.
- (f) The bumping procedures for any layoff shall be completed within fourteen (14) calendar days of when the Board first notifies that there will be a layoff.

ARTICLE 9

DISMISSAL AND DISCIPLINE

9.01

Just Cause

The Board may dismiss or discipline any employee for just and reasonable cause. Just and reasonable cause shall include an employee showing up for work under the influence of alcohol or illicit drugs and shall also include the consumption of alcohol or illicit drugs while being on the job.

9.02

Warning

Whenever the Board deems it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Board shall, within ten (10) days thereafter, give written particulars of such censure to the employee and shall convey a copy to the President of the Union.

9.03

Personnel File

- (a) An employee, upon providing reasonable notice to the Secretary-Treasurer shall be granted access to their personnel file. An employee shall be permitted to insert written, signed and dated comments regarding information contained in the file. The employee at his/her discretion may be accompanied by a Union representative.
- (b) An employee who has a five (5) year discipline free record shall have all disciplinary material over five (5) years removed from their file.
- (c) Any records dealing with a physical or sexual nature against children shall never be removed from any personnel files.
- (d) There shall be only one (1) personnel file for each employee, which shall be maintained at the Board Office in the custody of the Secretary-Treasurer. Supervisors shall have the right to keep files on the members that are under their supervision, but these shall only form part of the Board personnel files when they are submitted to the Secretary-Treasurer for his/her review and/or action.

9.04

Confidentiality

The Board and the Union agree to maintain the confidentiality of employee information and correspondence.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01

Definition

A grievance shall be defined as any difference arising out of the interpretation, application, operation or alleged violation of this Agreement, including any difference arising from the suspension, discipline, or dismissal of any employee; and including any question or difference as to whether a matter is arbitrable. Such question or difference shall be finally and conclusively settled without the stoppage of work in the following manner:

Step 1

An attempt to settle the difference shall be made by the employee(s) involved along with a Union representative, and by the immediate Supervisor. This Step shall be taken within seven (7) working days of the date of the alleged difference, or within seven (7) working days of when the employee or the Union first became aware of the alleged difference whichever is first.

Step 2

Failing satisfactory settlement within three (3) working days after the difference was submitted under Step 1, the difference may be submitted within ten (10) working days, in writing, by the grieving party to this Agreement to the Secretary-Treasurer of the Board, or his designate, and the President of the Local Union, or his designate, who shall endeavour to settle the difference.

Step 3

Failing satisfactory settlement within three (3) working days, the difference may be referred within ten (10) working days to a single arbitrator or a Board of Arbitration, whose decision shall be final and binding.

Extensions to the time limits expressed in this procedure shall be made only by written agreement of the parties to this Agreement. The Board will not object to a grievor being present at any step in the Grievance Procedure.

10.02

Arbitration

An Arbitration Board shall consist of a single arbitrator, or a tribunal. The grieving party shall submit the matter to arbitration by notifying the other party by registered mail. The submission shall be to a single arbitrator, unless either party objects within three (3) days of receipt of the notification.

If the submission is to a single arbitrator, the parties shall have seven (7) days in which to agree on the arbitrator, and failing such agreement, either party within seven (7) days thereafter may request the Minister of Labour to make the appointment.

If the submission is to a tribunal, each party shall advise the other, within five (5) days of the decision that the matter be submitted to a tribunal, of the name of its appointee. The two (2) appointees shall have a further seven (7) days in which to agree on a chairperson. Failing such agreement, either party within seven (7) days thereafter may request the Minister of Labour to make the appointment.

The Arbitration Board shall hear the matter and render a decision within ten (10) days of being wholly considered.

Each party shall pay one-half ($\frac{1}{2}$) of the expenses and fees of a single arbitrator or the chairperson of a tribunal; and each party shall pay the fees and expenses of its appointee to a tribunal.

The time limits in this procedure may be extended by consent of the parties.

10.03

Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, the Union may initiate a policy grievance at Step 2 of the Grievance Procedure.

10.04

Pay for Union Representative

An employee acting as a Union representative at the same location shall not suffer any loss of pay for the time involved in grievance and arbitration proceedings as outlined above on behalf of a grievor.

ARTICLE 11

DAYS AND HOURS OF WORK

11.01

Days of Work

The normal work week shall consist of five (5) consecutive days, Monday to Friday inclusive, except as otherwise provided in this Agreement.

A Student Housing Parent will be scheduled based on a cycle of five (5) consecutive twenty-four (24) hour days of work followed by two (2) consecutive twenty-four (24) hour days of rest, during the period from Labour Day to the last day of school in June. Shorter periods may be scheduled when operationally necessary.

The Student Housing Supervisor may consult with Student Housing Parents before providing a schedule, in September, for the period September to December of the current year and another schedule, in December, for the period January to June of the same year.

Normally a Student Housing Parent will not be working during the Christmas and Spring Break for students, except for a reasonable period for check-out of students and the preparation for check-in at the end of the break, as assigned. A Student Housing Parent shall work on any other day upon which other employees work, upon notice of five (5) days.

11.02

Hours of Work

The regular full-time work day shall be seven and one-half (7½) hours for clerical and paraprofessional employees, exclusive of a meal break.

The regular full-time work day shall be eight (8) hours for employees in other classifications, exclusive of a meal break. Meal breaks may vary from one-half (½) hour to one (1) hour, upon the concurrence of the Supervisor.

A Student Housing Parent, when a student is in Student Housing being supervised, shall not have set hours of work or specifically designated meal breaks. When there are no students in Student Housing, the days and hours of work shall be the same as the maintenance employees.

A Student Housing Parent may be permitted to attend to personal business during a regular scheduled work day when student(s) are being supervised, provided permission has been obtained. Such permission shall not be unreasonably withheld.

11.03

Four (4) Hour Minimum Work Day

- (a) The Board is committed to providing a minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (b) Exemption from the four (4) hour minimum:
 - (i) student/noon hour supervisor
 - (ii) crossing guards
 - (iii) small schools with fewer than one hundred fifty (150) students in which case a two (2) hour minimum will apply
 - (iv) other positions by mutual agreement
- (c) The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a shorter period as defined elsewhere in the collective agreement.
- (d) Bus drivers are exempt from the requirement of consecutive hours. The daily hours for bus drivers shall be completed within a period of twelve (12) consecutive hours.
- (e) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are available to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours may be assigned as per the collective agreement.
- (f) The four (4) hour minimum shall begin or continue to be implemented immediately and completed no later than the commencement of the 2001-2002 school year.
- (g) A Joint Implementation Committee shall be established to deal with the implementation of the four (4) hour minimum. In order to attain the four (4) hour minimum for employees who are currently working less than four (4) hours per day, the Committee shall consider:
 - (i) the combination of positions
 - (ii) the elimination of current positions of less than four (4) hours in duration and the layoff of employees in those positions
 - (iii) the reassignment of hours from positions currently less than four (4) hours
 - (iv) the posting requirements, if any, for combined positions

- (v) the applicability of other articles in the collective agreement
- (vi) whether or not school meal/food services assistants should be listed in the exemptions where they currently work less than four (4) hours per day
- (vii) the implementation of the four hour minimum during the 2000-2001 school year as funds are made available from the four (4) hour minimum fund during the 2000-2001 school year.
- (viii) Which, if any, casual and temporary employees in non-posted positions who report for work should be included in the four (4) hour minimum work day requirement.
- (ix) Other positions that an exemption may apply to.

In the event the implementation committee cannot agree on implementation, matters may be referred to dispute resolution described in clause (i).

- (h) Employees who have two (2) or more jobs in order to fulfill the four (4) hour minimum requirement will be paid according to the wage scale of each job for the time worked in that job.
- (i) The parties shall follow a two (2) step process to resolve disputes over the implementation of the four (4) hour minimum:
 - (i) Either party may request that a mediator be appointed by the Labour Relations Board.
 - (ii) Failing resolution at mediation, either party may request that Joan Gordon hear the dispute on an expedited basis. The expedited process is intended to be short and concise. Written submissions shall be used and shall be exchanged at least five (5) working days prior to the arbitration. Joan Gordon shall render a decision within twenty-four (24) hours of the hearing. The parties shall equally share the costs of the fees and expenses of the arbitrator. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the BC Labour Relations Code. The decisions of the arbitrator shall be final and binding on the parties. It is understood that the parties shall not appeal the decisions. The decisions of the arbitrator are to be limited, in application, to that particular dispute. These decisions shall have no precedential value on other school districts and local unions.
- (j) Clause (g) and Clause (i) above are applicable during the implementation process and will be in effect until completion of the implementation of the four (4) hour minimum.

11.04

Rest Break

An employee shall be permitted a paid rest period of ten (10) minutes in each of the first half and second half of a full shift, except as otherwise provided in this Agreement.

A Student Housing Parent, when any student is in Student Housing being supervised, shall not have specifically designed rest periods, otherwise the rest periods shall be as specified above.

11.05

Schedules

The regular days and regular hours of work for each employee shall be posted in an appropriate place.

11.06

Time Cards/Time Sheets

An employee shall be advised if the hours on the time card or sheet are changed after the employee has submitted his/her time card or time sheet.

11.07

Staff Meetings

- (a) Employees may voluntarily attend staff meetings after their assigned hours without pay.
- (b) Employees who are required by the Administrative Officer (AO) to attend a staff meeting shall not suffer loss of pay or benefits.

11.08

Non-Instructional Day

- (a) All employees shall be paid their regular wages on Professional Development days.
- (b) Employees shall continue at their regular position unless directed to attend Professional Development activities or assigned to other work by the Board.
- (c) Board approved training with pay may also take place during the Professional Development days.
- (d) The Professional Development Days calendar for the following school term will be forwarded by the Board to the Union in June.

11.09

Emergency Closures

Notwithstanding Article 16.07 of this Collective Agreement, all employees who have commenced work shall continue to receive their regular wages for the balance of the day to a maximum of five (5) days when they are sent home by the Board.

ARTICLE 12

OVERTIME

12.01

General

Except as otherwise provided in this Agreement, the first three (3) hours worked on any day in excess of the normal daily or weekly full-time hours of work for the employee's classification, or on a general statutory holiday or the day named in lieu, shall be paid at time and one-half (1½) the employee's regular basic hourly rate of pay, and double time thereafter.

12.02**Time Off in Lieu of Overtime**

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate rate at a mutually agreeable time, but shall be paid in cash at the rate in effect at the time the overtime was worked if not taken by August 31st. Such choice shall be made at the time of reporting the overtime.

12.03**Student Housing Parent**

- (a) The overtime provision shall not be applicable to a Student Housing Parent when any student is in Student Housing being supervised.
- (b) If no students are in Student Housing on any day, the overtime provision on that day shall be as specified above. If a Student Housing Parent works thirteen (13) or more consecutive twenty-four (24) hour days in that capacity when students are in the Home being supervised, the Student Housing Parent will be paid time and a half (1½) for such thirteenth (13th) day and subsequent consecutive twenty-four (24) hour days, provided these days are worked at the request of the Board.

12.04**Supervisor Approval**

Any overtime, except in the case of emergency, shall only be undertaken with the approval of the immediate supervisor.

ARTICLE 13**GENERAL (STATUTORY) HOLIDAYS****13.01****Paid Holidays**

Except as otherwise provided in this Agreement, an employee shall be entitled to a holiday with pay, at the employee's rate of pay, for each of the following General Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	Family Day

13.02**Term Employee**

A term employee shall be entitled to all General (Statutory) Holidays with pay, including those occurring during the scheduled school breaks, except they must qualify as follows for these days:

Labour Day - must work in the week prior

Canada Day - must work a day in the five (5) days after

BC Day - must work in the week prior and a day in the BC Day week

13.03 Casual Employee

A casual employee shall receive General Holidays with pay in accordance with the provisions of the Annual General Holidays part of the Employment Standards Act and Regulations.

13.04 Day off in Lieu

When any of the General Holidays fall on an employee's scheduled day off, or is observed during the employee's annual vacation, or falls on a day when school is in session for teachers, the employee shall receive another day off with pay in lieu, at the employee's rate of pay, on a date to be determined by the Board after consultation with the Union.

ARTICLE 14 ANNUAL VACATIONS

14.01 General

Except as otherwise provided, an employee shall receive an annual vacation based on current service, of the number of days indicated in the following table:

ACCUMULATION	VACATION TIME	VACATION PAY
In the school year in which employment commences	1 day for each month of service to a maximum of 10 days	4%
In the school year of 1 st Anniversary	10 days	4%
In the school year of the 2 nd , 3 rd and 4 th anniversary	15 days	6%
In the school year of the 5th and to the 12 th (inclusive) anniversary	20 days	8%
In the school year of the 13 th and to the 19 th (inclusive) anniversary	25 days	10%
In each of the school years beginning at 20 th anniversary	30 days	12%
The school year is July 1 to June 30.		

14.02 Vacation Pay

Ten (10) month employees shall accrue vacation entitlement as a percentage of gross earnings on each pay, as per the percentages in Article 14.01. These employees shall be paid vacation days at Christmas and Spring breaks with any balance paid out in the first pay cheque in June. Regular ten (10) month employees will carry forward any vacation accrued after the first pay cheque in June to the following school year.

14.03**Term Employee and Student Housing Parent**

A term employee and a Student Housing Parent shall not receive vacation time but shall be paid vacation pay in accordance with the above table, at the times listed in the schedule below. If notice to withhold vacation pay is given at or before the notice date on the schedule below then vacation pay will be paid on the last pay period for June.

Pay Period	Notice on or before
Last Pay before Christmas	December 1
Last pay before Spring Break	March 1
Second last pay in June	June 1
Last pay in June	Vacation pay will not be withheld at the end of the year.

14.04**Scheduling**

The annual vacation shall be scheduled to be taken during the months of July and August following the accumulation period, except the maintenance staff shall be scheduled at any time. Upon request for special reason, the Board will consider scheduling annual vacation outside the July and August period.

ARTICLE 15**LEAVE OF ABSENCE****15.01****General**

The Board may approve leave of absence with or without pay, to an employee requesting such leave for good and sufficient cause. The employee's supervisor may grant such leave in appropriate circumstances pending the consideration of the Board. In such circumstances, the leave shall be granted without pay pending the decision of the Board.

15.02**Jury or Court Witness Duty Leave**

The Board may grant leave of absence to an employee who serves as a juror or as a subpoenaed court witness other than on their own behalf. Payment to an employee who serves as a subpoenaed court witness shall be limited to five (5) working days per calendar year. If the leave is granted, the Board shall pay such an employee the difference between his normal earnings and the payment he received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

15.03**Weather Conditions**

An employee on approved School District business who is stranded due to unforeseen weather conditions or unavoidable transportation problems, shall be paid as usual, and shall be paid expenses necessarily incurred during the period while the employee is unable to return to his/her position. An employee who is stranded away from the job on personal business shall be considered to be on leave of absence without pay and shall notify the Secretary-Treasurer of the circumstances at the earliest possible moment.

15.04

Compassionate Leave

Upon request, the Board shall grant an employee three (3) days leave of absence without loss of pay at the death of a parent, spouse, child(ren), brother, sister, bother-in-law, sister-in-law, grandparents, grandchildren, mother-in-law, father-in-law, aunt, uncle, nephew or niece. Family as defined in this article shall include adopted family according to well established cultural practices, providing that Nisga'a citizenship is established with Nisga'a Lisims government.

The Board shall grant an employee an additional two (2) days leave of absence without loss of pay for travel purposes on the following basis:

- (a) employed in Kincolith and when travel is beyond Prince Rupert;
- (b) employed in Greenville or Aiyansh and when travel is beyond Terrace;
- (c) these additional days shall not be paid when travel is to another community within School District 92 (Nisga'a).

An employee may be granted compassionate leave without pay by the Board, on application, in the case of death of someone not included above.

T'il luulak' Leave

An employee who has been appointed to be the T'il luulak' by the grieving family may be granted leave up to five (5) days without pay to carry out those responsibilities.

Xts'ihln'iinak'amskw Leave

An employee who has to attend a Wo'om pdeekhl with her husband to Xts'ihln'iinak'amskw may be granted one half ($\frac{1}{2}$) day off without pay to fulfil her responsibilities.

15.05

Cultural Leave

An employee who is required or requested to attend the Nisga'a Lisims Special Assembly as a representative of his or her village or the Union shall be granted leave of absence without pay provided application is made to the Board in advance. A maximum of two (2) employees shall be granted such leave at the same time.

Cultural Leave shall also be granted for a maximum of two (2) days to attend events for Hoobiye, Aboriginal Day, or to attend the Nisga'a Lisims Special Assembly as an observer. A maximum of two (2) employees in the district shall be granted such leave at the same time.

15.06

Representative of Union

An employee elected or appointed to represent the Union at a convention or meeting may be granted leave of absence without pay upon application to the Board.

15.07**Examinations**

An employee may be granted leave of absence with pay, upon application in advance to the Board, to write an examination to upgrade the employee's employment qualifications.

15.08**Sick Leave**(a) Definition

Sick leave means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine or accident for which compensation is not payable under the Workers' Compensation Act.

(b) Accumulation

Sick leave shall be granted to regular employees on the basis of one and one half (1½) days for every month of service. The unused portion of an employee's sick leave shall accrue for the employee's future benefits to a maximum of one hundred and twenty (120) days.

(c) Proof of Illness

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) consecutive days or after five (5) sick days have been taken in the current year. The Board shall pay for medical certificates upon presentation of a receipt.

(d) Emergent Medical Care

Up to three (3) days of accumulated sick leave may be used for emergent medical care of a member's spouse, parent or children.

15.09**Maternity Leave**

An employee shall have the right, upon written request, to leave of absence for pregnancy on the following basis:

- (a) An employee shall be granted unpaid leave to a maximum of twelve (12) months at the employee's option. The employee shall notify the Board at least three (3) weeks prior to returning to the job. The employee shall be placed in her former job, or another which is consistent with her seniority, qualifications and former salary. Seniority shall continue to accumulate during this leave, and upon reinstatement, all increments to wages and benefits to which the employee would have been entitled had the leave not been taken shall be reinstated. The Board shall continue to provide its share of coverage and pay its share of premiums for all employee benefits and pension plan while on maternity leave. This leave shall be extended, if requested by a medical practitioner for a period of up to six (6) weeks.

- (b) If during the maternity leave or prior to taking the leave, an employee indicates in writing that a longer period of leave is required than allowed above, then upon conclusion of the maternity leave the employee may be considered for a leave of absence of up to an additional six (6) months. The Board will continue to provide coverage for all employee benefit plans, provided the employee pays the premiums.
- (c) Pregnancy shall not disqualify an employee from any benefit arising in this agreement.

15.10

Parental Leave

An employee who qualifies for the Employment Insurance Commission parental leave shall, upon written request, be granted leave of absence without pay and without loss of benefits, for the period of the EI approved parental leave.

15.11

Adoption Leave

The Board will grant a reasonable period of leave of absence, without pay, for up to three (3) weeks, without loss of benefits and seniority rights for the adoption of a child. The employee will provide as much advance notice as possible.

Upon written request, the Board may grant a longer period of leave of up to an additional six (6) months. The Board will continue to provide coverage of all employee benefit plans, provided the employee pays the premiums. Seniority does not accumulate during this period of leave. The employee will notify the Board at least four (4) weeks prior to wishing to return to work. The employee shall be placed in her former job, or another which is consistent with her seniority, qualifications and former salary.

15.12

Extended Leave

A Student Housing Parent after three (3) consecutive years of service as a Student Housing Parent with School District No. 92 (Nisga'a) may, upon written request to the Secretary-Treasurer by May 31st, be granted leave of absence without pay for a period of not less than three (3) months and not more than ten (10) months of subsequent school term. Such leave shall commence on September 1 of the school term subsequent to the request.

ARTICLE 16 PAYMENT OF WAGES

16.01

Pay Days

Employees shall be classified and paid bi-weekly, in accordance with Schedules A and B attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions. Payment shall be by deposit to the local bank or Credit Union of the employee's choice.

16.02**Rate for New or Changed Classification**

In the event of a new classification or a substantial change in an existing classification being made by the Board, a rate shall be set by the Board. The information shall be conveyed to the Union forthwith. If within twenty-one (21) days of receipt of the information the Union so requests, the Board and the Union shall meet to discuss the new rate. If the parties are unable to agree on the rate within ten (10) days of the request, the matter shall be referred to arbitration in accordance with the arbitration article in this Agreement. The new rate shall be effective on the date the change was made or the new classification was introduced.

16.03**Pay on Temporary Appointment to Higher Rated Position**

When an employee is authorized and temporarily relieves in or performs the principal duties of a position in a higher classification, the employee shall be paid as if promoted to the position.

16.04**Pay on Temporary Appointment to Lower Rated Position**

When an employee is temporarily assigned to a position in a lower classification, the employee's rate shall not be reduced.

16.05**Proper Classification**

An employee shall have the right to appeal the classification occupied. The employee, with a Union representative if he so wishes, shall first discuss the classification with the Secretary-Treasurer. Following such discussion if the employee still does not agree that he is properly classified, the employee, through the Union, may take the matter to arbitration in accordance with the arbitration procedure in this Agreement. The Arbitration Board shall deal only with the question of whether the employee is properly classified or not.

When an employee is reclassified to a classification in a different pay range, the employee shall be treated, for pay purposes, as if promoted or demoted. An employee shall not have pay reduced by reason of a change in classification that is caused other than by the employee but shall remain at the dollar value of pay in effect until the appropriate salary for the new classification equals or is greater than the protected amount.

16.06**Callout**

An employee who is called out to work without advance notice, outside the employee's regular hours, shall be paid at overtime rates for the time worked, plus reasonable time to travel from the employee's home to the place of work and to return. Such pay shall not be less than the amount payable for two (2) hours of overtime rates. Such hours shall not be part of the day's work for overtime purposes.

16.07**Minimum Daily Pay**

The Board shall pay an employee reporting to work, as required by the Board, his regular wage for the entire period spent at the place of work, with a minimum in any of:

- (a) two (2) hours' pay unless the employee is unfit to perform his duties or he has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board; or
- (b) where the employee commences work, four (4) hours' pay unless his work is suspended because of inclement weather or other reasons completely beyond the control of the employer, in which case (a) applies.

ARTICLE 17**EMPLOYEE BENEFITS** (not applicable to casual employees)**17.01****Participation**

1. An employee who is working on the basis of fifty percent (50%) of full time or more shall participate, as a condition of employment, in the following plans (b) to (e) inclusive if eligible. Participation in plan (a) is optional to the employee.

The participation shall commence, if still employed, effective at the beginning of the month next following the month in which the employee started to work in the current employment appointment.

The premiums shall be paid as indicated. Payment of the employee's share shall be by payroll deduction.

PLAN	PREMIUM SHARING
(a) Medical Services	Employer 75%; employee 25%
(b) Extended Health Benefit (including vision care)	Employer 100%
(c) Dental Plan (100% A, 50% of B paid by plan)	Employer 50%; employee 50%
(d) Group Life (coverage \$35,000 and \$35,000 AD & D)	Employer 100%
(e) Sickness and Accident Insurance (In general terms this plan provides for 75% of earnings to a maximum allowable by the Employment Insurance Act for up to 52 weeks commencing on the first day in the case of an accident or hospitalisation and on the sixth (6 th) day in the case of sickness.)	Employer 100%

2. Schedule of Benefits

- (i) The schedule of benefits for group policy #22119 purchased from The Great West Life Assurance Company is attached as Schedule "E".
- (ii) It is understood that the Board's maximum liability for the benefits is its agreed upon share of the premiums.

17.02**Coverage During Sickness or Accident Absence**

In the case of absence for sickness or accident, the employee shall continue to be covered by plans (a) to (d) above for a maximum of one (1) year from the commencement of the absence, or to the termination of the contract period in the case of a temporary employee working on a contract with specific termination dates if sooner.

The employer and the employee will continue to pay their respective shares of the premiums.

17.03**Leave of Absence Coverage**

During a leave of absence, at the employee's request, the employee may continue to be covered by plans (a) to (e) above, provided that the employee pays the total premiums in advance (both the employer's share and the employee's share). Plan (e) above ceases to apply when the leave of absence without pay is to commence.

17.04**Term Employee or Student Housing Parents Summer Closure**

A term employee or a Student Housing Parent who is participating in the plans in the month of June shall continue to be covered for the months of July and August by plans (a) to (e) above. In such cases the employee's shares of the premiums shall be paid by payroll deduction in June. Plan (e) is not applicable when such an employee would not otherwise be on the job.

17.05**Long Term Disability Plan**

The Board agrees to administer a Union Long Term Disability plan at the request of the Union. The employee shall pay the full cost of the premiums through payroll deductions. All eligible employees will, as a condition of employment, enroll in the plan.

17.06**Benefits Trust/LTD/Return to Work**

The Parties have agreed to participate in a jointly trustee benefits trust and shall place their dental, extended health, group life insurance and accidental death and dismemberment benefit coverage specified in this Article as soon as the trust is able to take on that responsibility.

Once the trust is able to take on that responsibility, the parties agree that they will participate on the following conditions.

- (a) If there is no penalty clause in the current contract(s) with existing benefits carrier(s)/ consultant(s), as soon as possible; or,
- (b) If there is a penalty clause, the benefits will be transferred when the current contract(s) expires.

Participation in the benefits trust will be in accordance with the Industrial Inquiry Commissioners Reports made by Irene Holden and Vincent Ready dated May 30, 2000 and June 7, 2000 which specify the basis upon which school districts participate in the trust and as clarified in their Recommendations Regarding Outstanding Accord Matters dated March 21, 2001.

The Parties further agree to participate in a government funded long term disability plan and early return to work program in accordance with the Industrial Inquiry Commission Report(s) identified in the preceding paragraph.

The Parties agree that any references to specific benefit carriers providing the benefits identified above will be effective only until the date of participation in the benefits trust.

ARTICLE 18 PENSION PLAN RETIREMENT

18.01 Participation

- (a) Eligible employees shall be brought within the scope of the Pension (Municipal) Act.
- (b) An employee who is not compelled to participate in the pension plan and works fifty percent (50%) of regular full-time or more may opt to participate in the pension plan, and in such case the Board shall concur.
- (c) All employees (including part-time and casual) shall be given the option of enrolling as members of the Pension (Municipal) Plan when the employee has completed two (2) years of continuous employment and has earnings of not less than thirty-five percent (35%) of the year's maximum Canada Pension Plan pensionable earnings in each of two (2) consecutive calendar years.

18.02 Retirement Age

The minimum retirement age and the maximum retirement age shall be as defined in the Pension (Municipal) Act.

ARTICLE 19 TECHNOLOGICAL CHANGE

19.01 General

Where the Board proposes that a technological change be introduced which will:

- (a) affect the terms and conditions of security or employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alter significantly the basis upon which this Collective Agreement was negotiated, either party may refer the matter to an arbitration board pursuant to Part VI of the Industrial Relations Act of British Columbia, and in accordance with Part IV, Section 74.

ARTICLE 20 **HEALTH AND SAFETY**

20.01 Accident on the Job

An employee who is injured on the job during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall be paid for the balance of the employee's shift at the regular rate of pay unless a doctor or nurse states that the employee is fit for further work on that shift. Transportation to the nearest physician or hospital for an employee requiring medical care as a result of an accident on the job shall not be at the expense of the employee.

20.02 District Safety Committee

- (a) A Health and Safety Committee shall be established by the Board.
- (b) The Committee shall consist of two (2) CUPE Representatives, one (1) Administrative Officer, the Maintenance Superintendent, and the Secretary-Treasurer or designate.
- (c) Problems should first be reported to an Administrative Officer or the Maintenance Superintendent. If the problem is not resolved in this manner, the problem should be referred to the Safety Committee who shall meet within ten (10) calendar days of the request to deal with the matter. If the problem is not resolved, it may be referred to the Board of School Trustees.
- (d) Work shall generally be conducted in well-maintained facilities. Maintenance includes cleanliness, heating, lighting and other physical conditions.
- (e) Where a situation is of immediate danger to the employee or students, the employee shall immediately report to the employee's immediate supervisor.
- (f) The Committee duties shall include:
 - (i) assisting in creating a safe and healthful place of work and learning;
 - (ii) ensuring that regular inspections are carried out by the Workers' Compensation Board of British Columbia;
 - (iii) making recommendations on safe and healthful working conditions; and
 - (iv) the Committee shall generally operate under the guidelines as set out in the Workers' Compensation Board regulations.

20.03**Workplace Violence**

- (a) Definition of violence: Any incident in which an employee is abused, threatened or assaulted during the course of his employment. This includes the application of force, threats, with or without weapons, severe verbal abuse and persistent sexual and racial harassment.
- (b) Reporting violent incidents: The Board and the Union agree to encourage the reporting of all incidents of violence.
- (c) The employer shall provide and make employees aware of the location of forms in each worksite for the reporting of violent incidents. An employee completing a violent incident form shall be notified of the disposition of the facts contained in the form in a timely manner, not to be more than five (5) working days depending on the severity of the incident. Completed violent incident forms shall be forwarded to the Occupational Health and Safety Committee.

20.04**Medication**

Employees shall be responsible for the administration of medication to students only, under the following conditions:

- (a) The parent has requested the school's assistance in writing and has signed an authorization requesting administration of medication by the employee;
- (b) The Nisga'a Valley Health Board has been informed and a medical alert card has been completed;
- (c) The employee has been trained by staff from the Health Board in the administration of the medication and possible side effects;
- (d) The medication is stored in a locked storage place;
- (e) The medication is supplied in blister packages if possible; and
- (f) Records are kept detailing the administration of the medication.
- (g) No employee shall be permitted to provide or administer any medication including over the counter medications other than provided for in (a) to (f) above.

20.05**Communicable Disease or Infestations**

Union members who know of or suspect that a student or group of students are suffering from a communicable disease or infestation shall report the same to the teacher or Administrative Officers and the teacher or Administrative Officer will continue the process set out in Section 109 of the School Act.

ARTICLE 21 **GENERAL**

21.01 Copy of Agreement

Each new employee will be provided with a copy of the Agreement by the Board.

21.02 Union Access

The Board may, upon request, provide the Union with access to office equipment at reasonable cost to be used outside of normal working hours. The Board may, upon request, allow use of its facilities for Union meetings.

21.03 Terminology

Whenever the singular, plural, masculine or feminine is used in this Agreement, it shall be considered as if the plural, singular, feminine or masculine has been used where the context so requires.

21.04 Bulletin Boards

The Union shall be permitted to place notices of meetings and such other notices as may be of interest to employees, on bulletin boards.

21.05 Indemnification

Employees who have proceedings brought against them from actions arising out of the lawful performance of their duties shall report the same to the Board and Board shall activate the Ministry of Education's Protection program.

21.06 Contracting Out

No regular employee shall be laid off as a consequence of contracting out work normally performed by a member of the bargaining unit.

21.07 Courses, Seminars and Workshops

When the Board requests an employee to attend courses, seminars and workshops related to their employment, the Board shall pay all costs and the employee shall receive their regular wage and benefits normally afforded to that employee in this collective agreement.

21.08 Professional Development Fund

- (a) The Board agrees to allow employees covered by this Agreement to conduct an in-service training seminar on a day designated as professional development for teachers. The date and agenda shall be subject to the approval of the Secretary-Treasurer. An employee attending such a seminar shall be paid the employee's regular wages for that day. All employees may attend this CUPE professional development day.

It is understood that in special circumstances the Administrative Officer may request that a specific employee remain at the employee's work site for that day. Any dispute arising from this provision shall be dealt with beginning at Step 2 of the grievance procedure.

- (b) The board will deposit five thousand dollars (\$5,000) annually to a fund for job-related professional development. This amount of five thousand dollars (\$5,000) will be matched by the Union. The Union will give the Board an accounting of the money spent annually.

21.09

Copy of the Board Policy Manual

The Secretary-Treasurer of the Board shall provide the President of the Union with a copy of the Board Policy Manual and updates as they are adopted by the Board.

ARTICLE 22 **DURATION OF AGREEMENT**

22.01 General

This Agreement shall be binding and remain in effect from July 1, 2014 to midnight June 30, 2019 and shall continue from year to year thereafter unless either party gives notice, in accordance with the Labour Relations Code of BC, requiring the other party to commence collective bargaining.

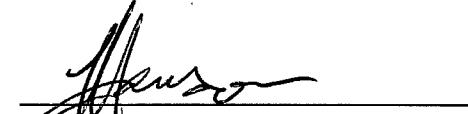
SIGNED THIS 11 day of December, 2017

SIGNED FOR THE BOARD:
School District 92 (Nisga'a)



Chair

SIGNED FOR THE UNION:
CUPE Local 2298



President



Secretary-Treasurer



Secretary-Treasurer

SCHEDULE "A" – May 1, 2014 Rate of Pay

CLASSIFICATION	May 1, 2014 Rate of Pay		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	\$19.42	\$20.10	\$20.75
Bus Driver	\$20.15	\$20.83	\$21.54
Clerk Typist	\$17.27	\$17.73	\$18.16
Educational Assistant	\$20.30	\$21.01	\$21.75
Janitor I	\$17.66	\$18.23	\$18.78
Janitor in Charge (alone or supervising one other) II	\$18.36	\$18.94	\$19.55
Janitor in Charge (supervising two others or more) III	\$20.15	\$20.83	\$21.54
Labourer	\$17.32	\$17.87	\$18.41
Maintenance 1 (unskilled/apprentice/helper)	\$17.66	\$18.23	\$18.78
Maintenance 2 (semi-skilled)	\$19.42	\$20.10	\$20.75
Maintenance 3 (skilled)	\$20.15	\$20.83	\$21.54
Maintenance Trades or TQ	\$23.22	\$24.11	\$24.96
Nisga'a Language Assistant 1	\$20.00	\$20.50	\$20.99
Nisga'a Language Assistant 2	\$20.47	\$21.13	\$21.79
Payroll Clerk	\$20.98	\$21.55	\$22.14
Receptionist/Typist	\$19.08	\$19.59	\$20.07
Secretary-Elementary School	\$19.40	\$19.92	\$20.39
Secretary-Secondary School	\$19.75	\$20.33	\$20.93
Student Housing Parent *	\$164.08/day \$20.51/hr	\$169.88/day \$21.24/hr	\$176.09/day \$22.01/hr
Supervisor Student Housing *	\$172.37/day \$21.55/hr	\$178.33/day \$22.29/hr	\$184.38/day \$23.05/hr
Teacher Assistant	\$19.59	\$20.05	\$20.50

*Note – The Student Housing Parent daily rates have been converted to an hourly rate, in brackets, based on eight (8) hours for the purpose of calculating pay equity adjustments.

SCHEDULE "A" – July 1, 2015 Rate of Pay

CLASSIFICATION	July 1, 2015 Rate of Pay 1%		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	\$19.61	\$20.30	\$20.96
Bus Driver	\$20.35	\$21.04	\$21.76
Clerk Typist	\$17.44	\$17.91	\$18.34
Educational Assistant	\$20.50	\$21.22	\$21.97
Janitor I	\$17.84	\$18.41	\$18.97
Janitor in Charge (alone or supervising one other) II	\$18.54	\$19.13	\$19.75
Janitor in Charge (supervising two others or more) III	\$20.35	\$21.04	\$21.76
Labourer	\$17.49	\$18.05	\$18.59
Maintenance 1 (unskilled/apprentice/helper)	\$17.84	\$18.41	\$18.97
Maintenance 2 (semi-skilled)	\$19.61	\$20.30	\$20.96
Maintenance 3 (skilled)	\$20.35	\$21.04	\$21.76
Maintenance Trades or TQ	\$23.45	\$24.35	\$25.21
Nisga'a Language Assistant 1	\$20.20	\$20.71	\$21.20
Nisga'a Language Assistant 2	\$20.67	\$21.34	\$22.01
Payroll Clerk	\$21.19	\$21.77	\$22.36
Receptionist/Typist	\$19.27	\$19.79	\$20.27
Secretary-Elementary School	\$19.59	\$20.12	\$20.59
Secretary-Secondary School	\$19.95	\$20.53	\$21.14
Student Housing Parent *	\$165.72/day \$20.72/hr	\$171.58/day \$21.45/hr	\$177.85/day \$22.23/hr
Supervisor Student Housing *	\$174.09/day \$21.76/hr	\$180.11/day \$22.51/hr	\$186.22/day \$23.28/hr
Teacher Assistant	\$19.79	\$20.25	\$20.71

*Note – The Student Housing Parent daily rates have been converted to an hourly rate, in brackets, based on eight (8) hours for the purpose of calculating pay equity adjustments.

SCHEDULE "A" – May 1, 2016 Rate of Pay

CLASSIFICATION	May 1, 2016 Rate of Pay .45% (ESD)		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	\$19.70	\$20.39	\$21.05
Bus Driver	\$20.44	\$21.13	\$21.85
Clerk Typist	\$17.52	\$17.99	\$18.42
Educational Assistant	\$20.60	\$21.32	\$22.07
Janitor I	\$17.92	\$18.50	\$19.05
Janitor in Charge (alone or supervising one other) II	\$18.63	\$19.22	\$19.83
Janitor in Charge (supervising two others or more) III	\$20.44	\$21.13	\$21.85
Labourer	\$17.57	\$18.13	\$18.68
Maintenance 1 (unskilled/apprentice/helper)	\$17.92	\$18.50	\$19.05
Maintenance 2 (semi-skilled)	\$19.70	\$20.39	\$21.05
Maintenance 3 (skilled)	\$20.44	\$21.13	\$21.85
Maintenance Trades or TQ	\$23.56	\$24.46	\$25.32
Nisga'a Language Assistant 1	\$20.29	\$20.80	\$21.30
Nisga'a Language Assistant 2	\$20.77	\$21.44	\$22.11
Payroll Clerk	\$21.29	\$21.86	\$22.46
Receptionist/Typist	\$19.36	\$19.87	\$20.36
Secretary-Elementary School	\$19.68	\$20.21	\$20.69
Secretary-Secondary School	\$20.04	\$20.63	\$21.23
Student Housing Parent *	\$166.51/day \$20.81/hr	\$172.37/day \$21.55/hr	\$178.64/day \$22.33/hr
Supervisor Student Housing *	\$174.94/day \$21.87/hr	\$180.89/day \$22.61/hr	\$187.08/day \$23.38/hr
Teacher Assistant	\$19.88	\$20.34	\$20.80

*Note – The Student Housing Parent daily rates have been converted to an hourly rate, in brackets, based on eight (8) hours for the purpose of calculating pay equity adjustments.

* May 1, 2016 = .45% Economic Stability Divided

*Any Economic Stability Dividend (ESD) calculation made in accordance with Appendix "A" of the Provincial Framework Agreement will be applied as a percentage increase on the current Collective Agreement wage rates. All future wage increases will be based on the newly revised wage rate with ESD.

In the event there is an ESD in future years, updated grids will be attached to the Collective Agreements as a new Appendix.

SCHEDULE "A" – July 1, 2016 Rate of Pay

CLASSIFICATION	July 1, 2016 Rate of Pay 0.5%		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	\$19.80	\$20.49	\$21.16
Bus Driver	\$20.55	\$21.24	\$21.96
Clerk Typist	\$17.61	\$18.08	\$18.52
Educational Assistant	\$20.70	\$21.42	\$22.18
Janitor I	\$18.01	\$18.59	\$19.15
Janitor in Charge (alone or supervising one other) II	\$18.72	\$19.31	\$19.93
Janitor in Charge (supervising two others or more) III	\$20.55	\$21.24	\$21.96
Labourer	\$17.66	\$18.22	\$18.77
Maintenance 1 (unskilled/apprentice/helper)	\$18.01	\$18.59	\$19.15
Maintenance 2 (semi-skilled)	\$19.80	\$20.49	\$21.16
Maintenance 3 (skilled)	\$20.55	\$21.24	\$21.96
Maintenance Trades or TQ	\$23.68	\$24.58	\$25.45
Nisga'a Language Assistant 1	\$20.39	\$20.90	\$21.40
Nisga'a Language Assistant 2	\$20.87	\$21.54	\$22.22
Payroll Clerk	\$21.39	\$21.97	\$22.57
Receptionist/Typist	\$19.45	\$19.97	\$20.46
Secretary-Elementary School	\$19.78	\$20.31	\$20.79
Secretary-Secondary School	\$20.14	\$20.73	\$21.34
Student Housing Parent *	\$167.34/day \$20.92/hr	\$173.23/day \$21.65/hr	\$179.53/day \$22.44/hr
Supervisor Student Housing *	\$175.82/day \$21.98/hr	\$181.79/day \$22.72/hr	\$188.01/day \$23.50/hr
Teacher Assistant	\$19.98	\$20.44	\$20.91

*Note – The Student Housing Parent daily rates have been converted to an hourly rate, in brackets, based on eight (8) hours for the purpose of calculating pay equity adjustments.

SCHEDULE "A" – May 1, 2017 Rate of Pay

CLASSIFICATION	May 1, 2017 Rate of Pay 1% + .35% (ESD)		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	\$20.07	\$20.77	\$21.44
Bus Driver	\$20.82	\$21.53	\$22.26
Clerk Typist	\$17.85	\$18.32	\$18.77
Educational Assistant	\$20.98	\$21.71	\$22.48
Janitor I	\$18.25	\$18.84	\$19.41
Janitor in Charge (alone or supervising one other) II	\$18.97	\$19.57	\$20.20
Janitor in Charge (supervising two others or more) III	\$20.82	\$21.53	\$22.26
Labourer	\$17.90	\$18.47	\$19.02
Maintenance 1 (unskilled/apprentice/helper)	\$18.25	\$18.84	\$19.41
Maintenance 2 (semi-skilled)	\$20.07	\$20.77	\$21.44
Maintenance 3 (skilled)	\$20.82	\$21.53	\$22.26
Maintenance Trades or TQ	\$24.00	\$24.91	\$25.79
Nisga'a Language Assistant 1	\$20.67	\$21.18	\$21.69
Nisga'a Language Assistant 2	\$21.15	\$21.84	\$22.52
Payroll Clerk	\$21.68	\$22.27	\$22.88
Receptionist/Typist	\$19.72	\$20.24	\$20.74
Secretary-Elementary School	\$20.05	\$20.58	\$21.07
Secretary-Secondary School	\$20.41	\$21.01	\$21.63
Student Housing Parent *	\$169.60/day \$21.20/hr	\$175.57/day \$21.95/hr	\$181.96/day \$22.74/hr
Supervisor Student Housing *	\$178.19/day \$22.27/hr	\$184.25/day \$23.03/hr	\$190.55/day \$23.82/hr
Teacher Assistant	\$20.25	\$20.72	\$21.19

*Note – The Student Housing Parent daily rates have been converted to an hourly rate, in brackets, based on eight (8) hours for the purpose of calculating pay equity adjustments.

* May 1, 2017 = .35% Economic Stability Divided

*Any Economic Stability Dividend (ESD) calculation made in accordance with Appendix "A" of the Provincial Framework Agreement will be applied as a percentage increase on the current Collective Agreement wage rates. All future wage increases will be based on the newly revised wage rate with ESD.

In the event there is an ESD in future years, updated grids will be attached to the Collective Agreements as a new Appendix.

SCHEDULE "A" – July 1, 2017 Rate of Pay

CLASSIFICATION	July 1, 2017 Rate of Pay 0.5%		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	\$20.17	\$20.87	\$21.55
Bus Driver	\$20.93	\$21.63	\$22.37
Clerk Typist	\$17.94	\$18.41	\$18.86
Educational Assistant	\$21.08	\$21.82	\$22.59
Janitor I	\$18.34	\$18.93	\$19.50
Janitor in Charge (alone or supervising one other) II	\$19.07	\$19.67	\$20.30
Janitor in Charge (supervising two others or more) III	\$20.93	\$21.63	\$22.37
Labourer	\$17.99	\$18.56	\$19.12
Maintenance 1 (unskilled/apprentice/helper)	\$18.34	\$18.93	\$19.50
Maintenance 2 (semi-skilled)	\$20.17	\$20.87	\$21.55
Maintenance 3 (skilled)	\$20.93	\$21.63	\$22.37
Maintenance Trades or TQ	\$24.12	\$25.04	\$25.92
Nisga'a Language Assistant 1	\$20.77	\$21.29	\$21.80
Nisga'a Language Assistant 2	\$21.26	\$21.94	\$22.63
Payroll Clerk	\$21.79	\$22.38	\$22.99
Receptionist/Typist	\$19.82	\$20.35	\$20.84
Secretary-Elementary School	\$20.15	\$20.69	\$21.18
Secretary-Secondary School	\$20.51	\$21.11	\$21.74
Student Housing Parent *	\$170.45/day \$21.31/hr	\$176.45/day \$22.06/hr	\$182.87/day \$22.86/hr
Supervisor Student Housing *	\$179.08/day \$22.39/hr	\$185.17/day \$23.15/hr	\$191.50/day \$23.94/hr
Teacher Assistant	\$20.35	\$20.82	\$21.30

*Note – The Student Housing Parent daily rates have been converted to an hourly rate, in brackets, based on eight (8) hours for the purpose of calculating pay equity adjustments.

SCHEDULE "A" – May 1, 2018 Rate of Pay

CLASSIFICATION	May 1, 2018 Rate of Pay 1.0% ESD %: TBA		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	\$20.37	\$21.08	\$21.77
Bus Driver	\$21.14	\$21.85	\$22.59
Clerk Typist	\$18.12	\$18.60	\$19.05
Educational Assistant	\$21.29	\$22.04	\$22.81
Janitor I	\$18.52	\$19.12	\$19.70
Janitor in Charge (alone or supervising one other) II	\$19.26	\$19.87	\$20.51
Janitor in Charge (supervising two others or more) III	\$21.14	\$21.85	\$22.59
Labourer	\$18.17	\$18.74	\$19.31
Maintenance 1 (unskilled/apprentice/helper)	\$18.52	\$19.12	\$19.70
Maintenance 2 (semi-skilled)	\$20.37	\$21.08	\$21.77
Maintenance 3 (skilled)	\$21.14	\$21.85	\$22.59
Maintenance Trades or TQ	\$24.36	\$25.29	\$26.18
Nisga'a Language Assistant 1	\$20.98	\$21.50	\$22.02
Nisga'a Language Assistant 2	\$21.47	\$22.16	\$22.86
Payroll Clerk	\$22.01	\$22.60	\$23.22
Receptionist/Typist	\$20.01	\$20.55	\$21.05
Secretary-Elementary School	\$20.35	\$20.89	\$21.39
Secretary-Secondary School	\$20.72	\$21.32	\$21.95
Student Housing Parent *	\$172.15/day \$21.52/hr	\$178.22/day \$22.28/hr	\$184.70/day \$23.09/hr
Supervisor Student Housing *	\$180.87/day \$22.61/hr	\$187.02/day \$23.38/hr	\$193.42/day \$24.18/hr
Teacher Assistant	\$20.55	\$21.03	\$21.51

*Note – The Student Housing Parent daily rates have been converted to an hourly rate, in brackets, based on eight (8) hours for the purpose of calculating pay equity adjustments.

*Any Economic Stability Dividend (ESD) calculation made in accordance with Appendix "A" of the Provincial Framework Agreement will be applied as a percentage increase on the current Collective Agreement wage rates. All future wage increases will be based on the newly revised wage rate with ESD.

In the event there is an ESD in future years, updated grids will be attached to the Collective Agreements as a new Appendix.

SCHEDULE "A" – July 1, 2018 Rate of Pay

CLASSIFICATION	July 1, 2018 Rate of Pay 0.5%		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	\$20.47	\$21.19	\$21.87
Bus Driver	\$21.24	\$21.96	\$22.71
Clerk Typist	\$18.21	\$18.69	\$19.14
Educational Assistant	\$21.40	\$22.15	\$22.93
Janitor I	\$18.62	\$19.22	\$19.80
Janitor in Charge (alone or supervising one other) II	\$19.35	\$19.97	\$20.61
Janitor in Charge (supervising two others or more) III	\$21.24	\$21.96	\$22.71
Labourer	\$18.26	\$18.84	\$19.41
Maintenance 1 (unskilled/apprentice/helper)	\$18.62	\$19.22	\$19.80
Maintenance 2 (semi-skilled)	\$20.47	\$21.19	\$21.87
Maintenance 3 (skilled)	\$21.24	\$21.96	\$22.71
Maintenance Trades or TQ	\$24.48	\$25.42	\$26.31
Nisga'a Language Assistant 1	\$21.08	\$21.61	\$22.13
Nisga'a Language Assistant 2	\$21.58	\$22.27	\$22.97
Payroll Clerk	\$22.12	\$22.72	\$23.34
Receptionist/Typist	\$20.11	\$20.65	\$21.16
Secretary-Elementary School	\$20.45	\$21.00	\$21.49
Secretary-Secondary School	\$20.82	\$21.43	\$22.06
Student Housing Parent *	\$173.01/day \$21.63/hr	\$179.11/day \$22.39/hr	\$185.62/day \$23.20/hr
Supervisor Student Housing *	\$181.78/day \$22.72/hr	\$187.96/day \$23.49/hr	\$194.39/day \$24.30/hr
Teacher Assistant	\$20.66	\$21.14	\$21.62

*Note – The Student Housing Parent daily rates have been converted to an hourly rate, in brackets, based on eight (8) hours for the purpose of calculating pay equity adjustments.

SCHEDULE "A" – May 1, 2019 Rate of Pay

CLASSIFICATION	May 1, 2019 Rate of Pay 1.0% ESD %: TBA		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	\$20.68	\$21.40	\$22.09
Bus Driver	\$21.45	\$22.18	\$22.93
Clerk Typist	\$18.39	\$18.88	\$19.34
Educational Assistant	\$21.61	\$22.37	\$23.16
Janitor I	\$18.80	\$19.41	\$20.00
Janitor in Charge (alone or supervising one other) II	\$19.55	\$20.17	\$20.82
Janitor in Charge (supervising two others or more) III	\$21.45	\$22.18	\$22.93
Labourer	\$18.44	\$19.03	\$19.60
Maintenance 1 (unskilled/apprentice/helper)	\$18.80	\$19.41	\$20.00
Maintenance 2 (semi-skilled)	\$20.68	\$21.40	\$22.09
Maintenance 3 (skilled)	\$21.45	\$22.18	\$22.93
Maintenance Trades or TQ	\$24.72	\$25.67	\$26.58
Nisga'a Language Assistant 1	\$21.29	\$21.83	\$22.35
Nisga'a Language Assistant 2	\$21.79	\$22.50	\$23.20
Payroll Clerk	\$22.34	\$22.94	\$23.57
Receptionist/Typist	\$20.31	\$20.86	\$21.37
Secretary-Elementary School	\$20.66	\$21.21	\$21.71
Secretary-Secondary School	\$21.03	\$21.65	\$22.28
Student Housing Parent *	\$174.74/day \$21.84/hr	\$180.90/day \$22.61/hr	\$187.48/day \$23.43/hr
Supervisor Student Housing *	\$183.60/day \$22.95/hr	\$189.84/day \$23.73/hr	\$196.33/day \$24.54/hr
Teacher Assistant	\$20.86	\$21.35	\$21.83

*Note – The Student Housing Parent daily rates have been converted to an hourly rate, in brackets, based on eight (8) hours for the purpose of calculating pay equity adjustments.

*Any Economic Stability Dividend (ESD) calculation made in accordance with Appendix "A" of the Provincial Framework Agreement will be applied as a percentage increase on the current Collective Agreement wage rates. All future wage increases will be based on the newly revised wage rate with ESD.

In the event there is an ESD in future years, updated grids will be attached to the Collective Agreements as a new Appendix.

Notes

1. Employee-in-training: eighty-five percent (85%) of maximum rate for the pay grade (but not less than rate already being earned if already on staff).
2. Promotion: a move from one pay grade to a higher pay grade moves employee to the rate of the new range which is the next higher dollar figure (demotion is to a rate on the new range which is next lower) for the probationary or trial period and then to appropriate place on the range determined by length of time on staff.
3. Shift Differential: an employee working a regularly scheduled period between 18:01 hours and 06:00 hours shall be paid a shift differential of fifty cents (\$0.50) per hour for each hour worked between those hours if paid at straight time. The differential shall not apply in overtime situation.
4. Student Housing Parents: if only one Student Housing Parent is assigned to Student Housing on a regular basis, such employee will be paid a rate per day as per Schedule A. In such case the employee and spouse will receive room and board at no additional charge in Student Housing on days while the employee is on paid duty. If a couple is employed as Student Housing Parents in the same Student Housing, each will receive room and board with no additional charge on days while on paid duty.
5. Employees who hold valid Occupational First Aid Certificates shall be paid an allowance of:

Level 1 First Aid Certificate	\$0.30 per hour for each hour worked.
Level 1 First Aid Certificate with Transportation Endorsement	\$0.40 per hour for each hour worked.
Level 3 First Aid Certificate First Year	\$0.50 per hour for each hour worked
Level 3 First Aid Certificate after First Year	\$0.60 per hour for each hour worked

To encourage employees to take first aid training, the Board shall pay for lost wages for employees taking first aid training during working hours.

There shall be a maximum limit of the allowance for First Aid Certificates as follows:

Nisga'a Elementary/Secondary School (NESS)	2
Other Schools	1 each
Maintenance Department	1
All Bus Drivers	
Board Office	1

6. High School Students: shall be paid at the "in-training" rate for Teacher Assistant.
7. Nisga'a Literacy Worker I and Nisga'a Language Assistant I shall be classified at the appropriate II level after one (1) year at the maximum of the pay grade at I level, provided all courses and in-service programs available have been successfully completed.

Upon such reclassification the employee will move immediately to the maximum of the new pay grade.

8. An employee who is not classified as a bus driver and who does not regularly drive a bus and who holds a valid licence enabling him/her to drive a Nisga'a School District school bus and can be so assigned from time to time, shall be paid an allowance of twenty cents (\$0.20) per hour for each hour worked. When actually acting as a bus driver, such an employee will be paid as a bus driver (or at his/her regular rate plus this allowance, if it is higher).
9. Charge Hand: an employee assigned as charge hand (in charge of at least two (2) others, or at the discretion of the supervisor) shall be paid an allowance of one dollar (\$1.00) per hour for each hour as a charge hand.
10. A Student Housing Parent temporarily designated as in charge shall be paid an allowance of eight dollars (\$8.00) per day.
11. The Board will pay the difference in auto insurance between business insurance and to and from work insurance when an employee is authorized and uses his vehicle for Board business.
12. Effective July 1, 1993: Kincolith premium of fifteen cents (\$0.15) per hour for all hours worked by employees working at Nathan Barton Elementary School.

SCHEDULE "B"

BUS DRIVERS ON EXTENDED TRIPS

1. Driving time shall be paid at regular rates, including daily but not weekly overtime where applicable, and where such time is in addition to the regular work day.
2. Waiting time is paid at straight time rates.
3. On trips started and completed without overnight break, waiting time shall be added to driving time, but waiting time shall not count as hours worked for purposes of determining overtime entitlement.
4. On trips with an overnight break, waiting time shall be added to driving time, on each day, provided the total time so calculated (waiting plus driving) does not exceed eight (8) hours.
5. Waiting time shall commence at 9:00 a.m., provided driving time has not commenced by that time.

Definitions

Waiting time:

is not spent at the destination, or en route if not considered as driving time. Appropriate time at destination shall be set aside as meal hours and shall not be counted as waiting time.

Driving time:

is time spent driving and includes bus warm-ups and preparation, loading, unloading, parking, meals and short stops en route.

SCHEDULE "C"
APPRENTICESHIP TRAINING PROGRAM

1. An employee who is authorized to attend apprenticeship training courses is eligible for reimbursement of transportation, accommodation and meal expenses incurred while away from his place of residence, less any amount provided by Human Resources Development Canada (HRDC) or other training sources, provided he successfully completes the training session. Reimbursement will be made upon receipt of appropriate expense records and upon notification that the particular training session was successfully completed.
2. An employee shall receive his normal earnings while attending apprenticeship training courses.
3. An employee shall not have his present rate of pay reduced by reason of his enrolling in an apprenticeship training program.
4. Should the apprentice be unable to complete the apprenticeship training program and as a result he will be unable to keep his regular job, he may elect to apply his seniority to obtain a lower paying job or a job paying the same rate of pay, or accept a layoff. However, the employee must be competent to do the job and not require any additional training. If, however, during the layoff period the employee wishes to return to work and so notifies the Board, he shall be called back to work as soon as his seniority entitles him to a job.
- 5.

Apprentice	Effective January 1, 1999 (1%)	Effective January 1, 2001 (2%)	Effective January 1, 2002 (1%) *
Start	\$12.68	\$12.93	\$13.06
After 60 worked days	\$13.32	\$13.59	\$13.73
Upon successful completion of:			
1 st Year	\$14.34	\$14.63	\$14.78
2 nd Year	\$15.29	\$15.60	\$15.76
3 rd Year	\$16.41	\$16.74	\$16.91
4 th Year	\$17.46	\$17.81	\$17.99
J Journeyman	\$17.91	\$18.27	\$18.45

*Plus the average in the broad public sector.

SCHEDULE "D"

APPOINTMENT TO ADMINISTER BURIAL RESPONSIBILITIES

Where a tribal family appoints a person employed by the Board to administer burial responsibilities, then that person shall be granted reasonable leave of absence without pay to carry out those responsibilities. Any leave under this schedule over five (5) days must have Board approval.

SCHEDULE "E"

Letter of Understanding between BCPSEA, Signatory School Boards and Signatory Support Staff, December 14, 2011

Letter of Understanding (LOU)
Between
BC Public School Employers' Association
And
School Boards who are Signatories to this LOU
And
Support Staff Unions who are Signatories to this LOU

The following items will form the basis of a framework for settlement between Support Staff Unions and Boards of Education in the K-12 Public Education Sector. This framework in its entirety will be incorporated into memorandum of agreement achieved between Support Staff Unions and Boards of Education no later than February 29, 2012.

Term

July 1, 2010 to June 30, 2012

Wage Re-opener

This memorandum of agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current round of collective bargaining.

The employer agrees that in the event that Government decides to modify the PSEC Mandate, as it applies to the entire Public Service and Public Sector, during the term of the collective agreement, the school district and the local support staff union will have the opportunity to renegotiate the total compensation for the balance of the term of the collective agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate. This renegotiation will not result in the early termination of the collective agreement.

The Support Staff Education and Adjustment Committee

1. The parties agree to continue and expand the scope of the Support Staff Education and Adjustment Committee (SSEAC) to include the following.
 - a) an examination and discussion of any impediments arising from and the options to facilitate the introduction of shared services

- b) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- c) a study of the potential for regionalization of wages and benefits
- d) an investigation of benefit standardization for the purpose of additional efficiencies during the life of the collective agreement
- e) recommendations to address issues associated with hours of work and service delivery
- f) a review of practices in districts having modified school calendars and the resulting impact on support staff
- g) skills enhancement for support staff

There will be a total of \$550,000 allocated for the purposes set out above. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

2. The funds stipulated in Item 1 of the LOA – Class Organization Fund will be allocated in accordance with the following principles:

- a) The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
- b) This advice will include recommendations that be directed to expanding services for students. Examples of initiatives include enhancing incremental EA hours for initiatives such as consultations, collaborative planning meetings, student coverage and innovative practices for existing EA positions working more than 10 hours per week and less than 35 hours per week.
- c) Support staff local unions and Boards of Education will formulate a plan for the above funds.
- d) SSEAC will review such plans and provide input to the Ministry of Education.

Demographic, Classification and Wage Information

The employer will, subject to the availability of the data, provide the following information.

Every October 1st, the union will be provided with detailed bargaining unit demographic, earnings and job classification information for all reported

bargaining unit members from the previous school year in Microsoft Excel spreadsheet format. This information will comprise the following data elements.

- School District employer
- Years of age (at the time of data submission)
- Gender
- Position code
- Current wage level
- Status (Permanent/Temporary/Casual)
- Annual hours of work
- Years of work experience with the current employer

BCPSEA will provide a Letter of Commitment regarding data as found in Attachment 1.

PEBT

The employer agrees to append the letter found in Attachment 2 to support staff collective agreements re: Public Education Benefits Trust for information purposes.

The parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The parties further agree that administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

Provincial Bargaining

At least six (6) months prior to the expiry of collective agreements between K-12 employers and support staff unions, representatives of employers and support staff unions shall meet to discuss the process of provincial bargaining for the next round of collective bargaining.

There will be a total of \$200,000 allocated for the costs associated with provincial discussions related to bargaining.

Dated this 14th day of December, 2011.

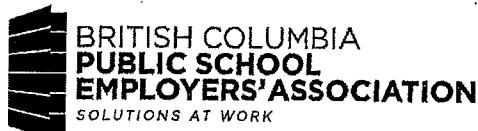
The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

CUPE & Support Staff Unions

Margie
Reimer
Lorraine MacLeod
V.A. Zorn
Daphne Ross
Sandra Jaap
Lorraine Brusse
Jean DeVries
Colin D. Pearson

BC Public School Employers'
Association & Boards of
Education

Renzo del Negro
John Colquhoun
Hilary Ogden
Almyth
Luiz Braga
John Br
Angela
CH

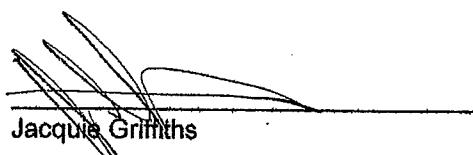


Bill Pegler
K-12 Coordinator
Canadian Union of Public Employees (CUPE)

Letter of Commitment

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

Original signed on December 14, 2011 by:



Jacque Griffiths

Associate Executive Director

BCPSEA

Attachment 2

Memorandum: To All Member School Districts and Support Staff Unions

Settlors Statement on Accepted Policy and Practices of the PEBT

The Public Education Benefits Trust Fund (PEBT) was created in June 2002 and is sponsored by both the British Columbia Public School Employers' Association (BCPSEA) and the Canadian Union of Public Employees (CUPE). The program is governed by a Board of Trustees representing both School Districts and Support Staff workers in the K-12 sector. Currently, there are 59 school districts, 67 union locals, and over 20,000 plan members participating in the trust.

The Settlors to the PEBT are BCPSEA and CUPE. The PEBT holds a Settlors meeting annually where the Settlors are provided with an annual report and update from the Board. The Settlors also have an opportunity to raise issues and give input to the Board.

The PEBT sponsors a confidential Joint Early Intervention Service (JEIS) as an integral part of the disability program to assist plan members in their return to work. The program is supported by Unions, School Districts and the PEBT and is provided through funding from the provincial government for the "Core" LTD.

The PEBT is now entering its eighth year and members are more familiar with the plan and its operations. However, the PEBT Board has asked the Settlors to remind their respective constituents of the importance of following the policies and practices applied by the PEBT in providing the various benefits.

The Settlors recognize the value and importance of the PEBT in the K-12 Public Education Sector. The Settlors also recognize and support following the policies and procedures of the PEBT (outlined at www.PEBT.ca). The Settlors agree to work with and encourage their respective parties to adhere to the policies and procedures of the PEBT.

For further clarification please contact your BCPSEA or CUPE representative.

SCHEDULE "F"

Letter of Understanding RE: Class Organization Fund – December 14, 2011

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS REPRESENTED BY THE
MINISTRY OF EDUCATION**

RE: CLASS ORGANIZATION FUND: Support Staff Priorities

WHEREAS:

The Ministry intends to establish and maintain additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties hereby agree as follows:

1. Funding will be allocated as follows:

- \$7.5 million for year one, for the school year commencing September, 2012, and
- \$7.5 million per year for each year thereafter.

2. The SSEAC will provide advice to the Ministry of Education regarding the allocations of the above funds to Boards of Education.
3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. It is a fundamental term of this Agreement that the Ministry will take all steps necessary to implement this Agreement including through introducing legislation to ensure its continuing validity. This Agreement is subject to the necessary legislative authorities existing, which will make it effective and remain in effect.

Original signed on December 14th, 2011 by:



BCPSEA

Support Staff Unions



Ministry of Education

LETTER OF UNDERSTANDING #1

between

SCHOOL DISTRICT NO. 92 (NISGA'A)

and

CUPE LOCAL 2298

RE: Pay Equity

It is understood and expressly agreed that the Board and the Union will do the following:

1. The Union and the Board agree to implement pay equity in accordance with the PSEC guidelines and principles which became effective September 25, 1995.
2. The Board and the Union hereby agree to use and where appropriate adapt the CUPE pay equity plan.
3. Funding for pay equity purposes shall be limited to the funds available from the government.

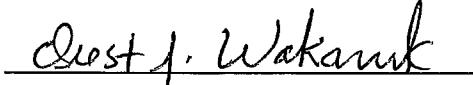
SIGNED THIS 11 day of December, 2017

SIGNED FOR THE BOARD:
School District 92 (Nisga'a)


Chair

SIGNED FOR THE UNION:
CUPE Local 2298


President


Secretary-Treasurer


Secretary-Treasurer

LETTER OF UNDERSTANDING #2

between
SCHOOL DISTRICT NO. 92 (NISGA'A)
and
CUPE LOCAL 2298

RE: Nisga'a Language Assistants Grid Schedule

The parties agree to meet to explore a grid schedule for Nisga'a Language Assistants. The purpose of this schedule will be to recognize the additional courses and certification of individuals in the positions. The grid shall be implemented July 1, 1996.

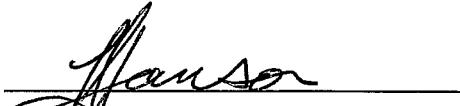
SIGNED THIS 11 day of December, 2017

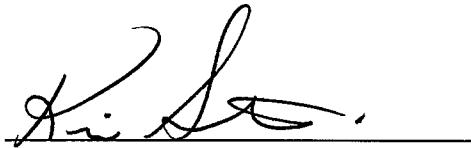
SIGNED FOR THE BOARD:
School District 92 (Nisga'a)


Chair


Secretary-Treasurer

SIGNED FOR THE UNION:
CUPE Local 2298


President


Secretary-Treasurer

LETTER OF UNDERSTANDING #3

between
SCHOOL DISTRICT NO. 92 (NISGA'A)
and
CUPE LOCAL 2298

RE: Job Evaluation Maintenance Plan

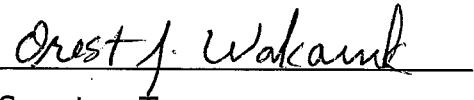
The Parties agree to utilize the Labour Management Committee to discuss and reach resolution on the wording of a Job Evaluation Maintenance Plan.

The parties agree to reach resolution not later than October 31, 2006. Once a plan has been adopted it shall be appended to the Collective Agreement.

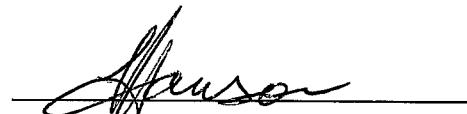
SIGNED THIS 11 day of December, 2017

SIGNED FOR THE BOARD:
School District 92 (Nisga'a)


Chair


Secretary-Treasurer

SIGNED FOR THE UNION:
CUPE Local 2298


President


Secretary-Treasurer

LETTER OF UNDERSTANDING #4

between
SCHOOL DISTRICT NO. 92 (NISGA'A)
and
CUPE LOCAL 2298

RE: Agreed Understanding of the Term Education Assistant

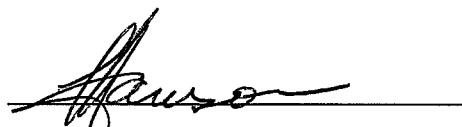
The parties will meet to review existing position titles and develop a schedule of positions(s) that require the incorporation of the position title Education Assistant [EA].

SIGNED THIS 11 day of December, 2017

SIGNED FOR THE BOARD:
School District 92 (Nisga'a)


Chair

SIGNED FOR THE UNION:
CUPE Local 2298


President


Secretary-Treasurer


Secretary-Treasurer

APPENDIX "A"

Provincial Framework Agreement ("Framework") 2014-2019

between

BC Public School Employers' Association ("BCPSEA")

and

The K-12 Presidents' Council and Support Staff Unions ("the Unions")

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions who are members of the K-12 Presidents' Council and Boards of Education.

The rights and obligations of the local parties under this framework are of no force or effect unless their collective agreement has been ratified by both parties no later than November 30, 2014.

1. Term

July 1, 2014 to June 30, 2019.

2. Wage Increases

Wages will increase by 5.5%. Increases will be effective on the following dates:

- July 1, 2015 1.0%
- May 1, 2016 Economic Stability Dividend
- July 1, 2016 0.5%
- May 1, 2017 1.0% plus Economic Stability Dividend
- July 1, 2017 0.5%
- May 1, 2018 1.0% plus Economic Stability Dividend
- July 1, 2018 0.5%
- May 1, 2019 1.0% plus Economic Stability Dividend

The terms of the Economic Stability Dividend are described in Appendix A.

3. Employee Support Grant

BCPSEA, the Unions and the Government agree to the principle that support staff union members who have lost wages as a result of not crossing lawful picket lines during full days of the BCTF strike/BCPSEA lockout shall be compensated in accordance with the agreement in Appendix "B".

4. Benefits Standardization

The Parties agree to pursue a voluntary standardized extended health plan to be implemented during the term of the collective agreement in accordance with the terms laid out in Appendix C.

5. The Support Staff Education and Adjustment Committee (SSEAC)

The Parties agree to renew their commitment to the Support Staff Education and Adjustment Committee (SSEAC). The Parties remain committed to the exploration of the following:

- a) a focus on best practices to integrate skill development for support staff employees with district goals and student needs
- b) a study of the potential for regionalization of wages
- c) an exploration of the potential for a standardized extended health and dental benefit plan
- d) recommendations to address issues associated with hours of work and service delivery
- e) a review of practices in districts having modified school calendars and the resulting impact on support staff
- f) skills enhancement for support staff

There will be a total of \$100,000 of annual funding allocated for the purposes set out above commencing July 1, 2015. The parties agree that work plans to address the above and any resulting recommendations will require mutual agreement.

6. Education Assistants Committee

- a) The Parties agree to continue the Education Assistants Committee charged with the responsibility of investigating and making recommendations regarding possibilities for the creation of whole Education Assistant jobs, and for the deployment of Education Assistant staff in accordance with recognized best practices.
- b) The Parties agree the Committee will engage with the Ministry of Education around the development and implementation of a system of recognized credentials and qualifications to regulate the employment of Education Assistants.
- c) The Parties agree the Committee shall consist of not more than 8 representatives appointed by Support Staff unions and not more than 8 representatives appointed by BCPSEA.
- d) The Parties agree the Committee will be resourced with a budget fixed by SSEAC and drawn from SSEAC funds to accomplish its work.
- e) The Parties agree the work of the Committee will recommence within one year of the ratification of the framework agreement.

Appendix "A" – Provincial Framework Agreement 2014 - 2019

- f) The Parties agree that the Committee will complete its work and report its findings to the Parties.

7. Learning Improvement Fund – Support Staff

The funds stipulated in Item 1 of the LOA – Learning Improvement Fund: Support Staff Priorities (Appendix D) are the greater of \$10 million or 20% of the LIF commencing on July 1, 2015. These funds will be allocated to School Districts in accordance with the following principles as per established SSEAC procedures:

- a) Additional hours will be allocated to EA positions of more than 10 and less than 35 hours where required to provide support for the learning needs of students in alignment with district objectives and the Learning Improvement Fund Statute and Regulation. This does not preclude the creation of new full time or part time EA positions.
- b) In order to facilitate the creation of full time jobs, the Parties encourage the bundling of duties.
- c) In order to promote continuity of student coverage consideration will be given to creating positions of equivalent length. For clarity, shifts scheduled for a duration not ending in a whole hour or half hour, will be increased to the next half hour.
- d) Consideration may be given to the establishment of itinerant positions to enhance services to students with special needs and provide for the opportunity to effectively deploy EA's in circumstances of changing enrollment throughout the school year.
- e) Support staff local unions and Boards of Education will formulate a plan for the above funds. Plans for full time jobs for EA's are to be accompanied by job descriptions as per existing SSEAC procedures in accordance with the Collective Agreements.
- f) SSEAC will receive the jointly agreed plans from school districts and locals.
- g) If disputes arise regarding the implementation of this agreement the matter will be referred to the SSEAC.
- h) Should SSEAC fail to resolve the issue to the satisfaction of the referring parties the matter may be sent by either party to mediation using a mutually agreed upon mediator.
- i) If permitted by legislation and regulation, a one-time allocation of \$2.5 million from these funds, on or after July 1, 2015, will be provided to the SSEAC Skills Enhancement Fund to be distributed to school districts for job related EA training according to established procedures. The Parties agree to write a joint letter to the Ministry requesting that any enabling changes to legislation and regulation be made to allow this to occur.

Appendix "A" – Provincial Framework Agreement 2014 - 2019

8. PEBT

a) Date adjustment for the annual funding of the PEBT LTD plan:

Change the date of the annual funding payment of \$19,428,240 provided by the Ministry of Education from January 1 to April 1 of each year, commencing April 1, 2015. Thereafter the Ministry of Education will provide the PEBT with \$19,428,240 each April 1.

The annual contribution period will continue to be based on the calendar year.

Recognizing the impact on interest earnings as a result of the three (3) month delay in 2015, the PEBT will be provided with a one-time interest payment by the Ministry of Education of \$300,000 on January 2, 2015.

b) Employee Family Assistance Program (EFAP) services and the PEBT

The Parties request that the PEBT Board undertake a review to assess the viability of administering all support staff EFAP plans.

9. Shared Services

The Parties will write a joint letter to the Ministry seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertakings that may have an impact on support staff positions.

10. Demographic, Classification and Wage Information

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

11. Standardized Job Evaluation Study

The Parties will establish a provincial joint job evaluation steering committee (the JE committee) within thirty (30) days following the signing of this framework agreement. The committee is responsible to create a provincial job evaluation plan which may include a regional or local approach. The JE tool will be based upon the CUPE gender neutral job evaluation plan. The Parties agree the plan can be modified to fit the needs of the K-12 sector.

The committee will report out to the Parties at key milestones during the development of the plan. Should any concerns arise during the development they will be discussed and resolved by the Parties at that time.

Upon successful completion of the plan the Parties will identify one local in each of the seven established CUPE regions to pilot the plan prior to full implementation.

Appendix "A" – Provincial Framework Agreement 2014 - 2019

12. Job Evaluation Fund

To fund the development work of the JE committee during 2014 the Parties agree to a one-time allocation of \$50,000 from SSEAC.

To facilitate the implementation of the provincial job evaluation plan a fund will be established within SSEAC with an initial one-time allocation of \$250,000 on July 1, 2015 and annually each year thereafter during the term of the framework agreement, for a total of \$1,000,000 in one-time funding.

In addition to the one-time allocations, ongoing annual funds of \$900,000 will be added to the job evaluation fund for implementation purposes at January 2, 2019. Any residual ongoing funds that are available after the implementation of the standardized benefit plan will be added to the job evaluation fund.

13. Provincial Bargaining

The parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding of \$200,000 to the K-12 Presidents' Council to facilitate the next round of provincial bargaining. This funding will be allocated as of July 1, 2016.

14. Unpaid Work

In accordance with the *Employment Standards Act*, no employee shall be required or permitted to perform unpaid hours of work.

15. Workload Concerns

The Parties agree that employees should be provided with a reasonable workload. Employees with workload concerns are encouraged to bring these concerns to their supervisor or union in order that the concerns can be addressed.

16. Modified Calendar

The parties recognize calendar changes are an area of concern for local support staff unions. For future calendar amendments during the term of the collective agreement the Parties agree to review and compile best practices on existing modified calendars.

The Parties recommend that where boards of education are considering making calendar changes that may have an impact on the income of support staff employees, the support staff union will have the opportunity to provide input prior to the decision being made.

Appendix "A" – Provincial Framework Agreement 2014 - 2019

Dated this 7th day of June, 2014.

The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

**K-12 Presidents' Council and
Support Staff Unions**

**BC Public School Employers'
Association & Boards of Education**

[Original signed by Bargaining Committees]

APPENDIX "A"

LETTER OF AGREEMENT

BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
K-12 PRESIDENTS COUNCIL**

Re: ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the Collective Agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" Is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

Appendix "A" – Provincial Framework Agreement 2014 - 2019

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
 - (i) February Budget – Forecast GDP for the upcoming calendar year;
 - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
 - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:
For collective agreement year 3 (2016/17):
 - (i) February 2015 – Forecast GDP for calendar 2015;
 - (ii) November 2016 – Real GDP published for calendar 2015;
 - (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;

Appendix "A" – Provincial Framework Agreement 2014 - 2019

- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

Availability of the Economic Stability Dividend

- 8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

- 9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

The K - 12 Presidents' Council and Support Staff Unions ("the Unions")

And:

**Her Majesty the Queen in Right of the Province of BC as
Represented by the Ministry of Education ("the Government")**

Re: Employee Support Grant for May/June 2014

1. BCPSEA, the Unions and the Government agree that employees covered by collective agreements between Boards of Education and the Unions may recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA during May and June 2014 as set out in this letter.
2. Subject to the terms of this Letter:
 - (a) Within thirty (30) days of ratification of a new collective agreement by a board of education, the local union and BCPSEA, the board will reimburse each employee covered by that collective agreement between the board and the local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid in May and/or June 2014, but for the labour dispute between BCPSEA and the BCTF.
 - (b) If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
 - (c) If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Appendix "A" – Provincial Framework Agreement 2014 - 2019

3. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

[Original signed by Marcel Marsolais]

BCPSEA

K-12 Presidents' Council

[Original signed by Paige MacFarlane]

Ministry of Education on behalf of Her
Majesty in Right of the Province of BC

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

The CUPE K - 12 Presidents' Council and Support Staff Unions ("the Unions")

And:

**Her Majesty the Queen in Right of the Province of BC as
Represented by the Ministry of Education (the "Government")**

Re: Employee Support Grant for after June 30, 2014

1. This Letter establishes a process under which employees covered by collective agreements between Boards of Education and the Unions may be entitled to recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA after June 30, 2014.
2. To that end, the parties to this Letter agree that each member of the union employed as of the date of ratification of a collective agreement between a board and local unions or who retired prior to September 30, 2014 may receive payment pursuant to the terms of this Letter.
3. Within thirty (30) days of the conclusion of the current dispute between BCPSEA and the BCTF, boards will reimburse each employee covered by a collective agreement between the board and a local union for all scheduled hours that the employee would have worked and for which the employee has not otherwise been paid after June 30, 2014 but for the labour dispute between BCPSEA and the BCTF.
4. If the employee disputes a payment received from the board, the union may submit the dispute on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.

Appendix "A" – Provincial Framework Agreement 2014 - 2019

5. If the joint committee is unable to resolve the employee's claim it will submit the dispute to (NAMED ARBITRATOR) who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.
6. This Letter expires on November 30, 2014 and is of no further force and effect except where a board and a union have a collective agreement which has been ratified by both parties no later than November 30, 2014.

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

[Original signed by Marcel Marsolais]

BCPSEA

K-12 Presidents' Council

[Original signed by Paige MacFarlane]

Ministry of Education on behalf of Her
Majesty in Right of the Province of BC

Provincial Support Staff Extended Health Benefit Plan

TERMS OF REFERENCE

BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
K-12 PRESIDENTS COUNCIL**

Re: Exploration of a Greater Standardization of Benefits Plans

The parties agree to move to an optional standardized provincial extended health benefits plan (standardized plan) which would include the majority of support staff members. To further such change the parties agree to form a working committee with the goal of achieving agreement on a standardized extended health benefits plan.

Terms of Reference:

1. The committee will consist of no more than 4 members of the K-12 Presidents' Council and no more than 4 members of the BCPSEA bargaining teams. Each party will identify its representatives by June 10th, 2014.
2. The parties agree the committee will utilize the services of Morneau Shepell to assist in the process. Each party shall retain the right to invite a member of its organization to participate in the discussions where that person would bring in valuable expertise.
3. Local unions who decide to join the standardized plan must elect to do so by July 1, 2016 or a later date as mutually agreed by the Parties.
4. Where the local union in a district determines their existing plan has superior benefits and that local union elects not to participate in the standardized plan, the local union shall retain their existing plan.
5. Local unions may choose not to join the standard benefits plan without opting out of the provincial framework agreement.
6. Any measurable savings realized by movement towards a standardized plan will be retained by the PEBT unless a local collective agreement provides otherwise.

Appendix "A" – Provincial Framework Agreement 2014 - 2019

7. BCPSEA will provide ongoing annualized funding to the Boards of Education in the amount of \$3,000,000 effective September 1, 2017 to facilitate the completion of a standardized plan.
8. Any residual unused funds from the implementation of this standardized plan will be allocated to the job evaluation fund.
9. The parties commit to engaging in intensive discussions with the goal of developing a responsible standardized extended health benefit plan by June 13th, 2014 or a mutually agreed upon day.

APPENDIX "D"

LETTER OF AGREEMENT

BETWEEN:

BCPSEA

AND

K-12 SUPPORT STAFF UNIONS

AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BC AS REPRESENTED
BY THE MINISTRY OF EDUCATION**

RE: LEARNING IMPROVEMENT FUND: Support Staff Priorities

WHEREAS:

The Ministry has established and maintains additional funding for the purpose of addressing high priority challenges to student learning arising from the organization of classes within schools in the province; and

The K-12 support staff unions have since 2006 raised concerns in bargaining regarding the issues of unpaid Education Assistant (EA) work, lack of stable EA hours, bell to bell EA scheduling and lack of livable earnings for EAs, and

The Support Staff Education & Adjustment Committee (SSEAC) is a joint committee of K-12 Support Staff Unions and the BC Public School Employers' Association.

THEREFORE:

The parties hereby agree as follows:

1. Funding for addressing the above matters as it relates to employees covered by this collective agreement between BCPSEA and the K-12 Support Staff Unions will be in the greater amount of \$10 million or 20% of any annual amounts established by government in the Learning Improvement Fund.

Appendix "A" – Provincial Framework Agreement 2014 - 2019

2. The allocation of the LIF to school districts is established annually by the Ministry of Education and will provide this information to school districts including the portion of the LIF to be allocated to education assistants.
3. In the event of a dispute arising from the interpretation, application or alleged violation of this agreement there will be a meeting of the parties, and failing agreement, the parties will submit the concern to a mutually agreed arbitrator.
4. This letter replaces the letter between the parties signed December 14th, 2011 titled "CLASS ORGANIZATION FUND: Support Staff Priorities"

Original signed on June 7, 2014 by:

[Original signed by Renzo Del Negro]

[Original signed by Marcel Marsolais]

BCPSEA

Support Staff Unions

[Original signed by Paige MacFarlane]

Ministry of Education

