

COLLECTIVE AGREEMENT

BETWEEN

SCHOOL DISTRICT NO. 92 (NISGA'A)



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2298**

CUPE

July 1, 2022 to June 30, 2025

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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
Director of Operations
Executive Assistant
Human Resources Manager
Superintendent
Manager of Housing

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 Deduction and Remittance

a) Union dues deduction and remittance

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement. Such deductions will be forwarded to the Local Union Secretary-Treasurer of the Canadian Union of Public Employees no later than the 10th day of the month following the one in which they were deducted.

b) Dues supporting documentation

Along with the deductions, the Employer will provide:

- A completed Union dues remittance form, supplied by the Union, and
- An electronic document indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted.

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 Joint 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.

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 (1) year on staff" rate of pay. A temporary employee may be terminated with one (1) weeks' notice, unless hired as a casual. A temporary employee who is made regular shall commence their seniority from their 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**

An employee who is hired on a day-to-day basis.

2.05 **Term Employee**

Term employee means an employee who is hired for a specific term of employment. The term will be noted on the letter of hire.

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 thirty (30) 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 their former position within the first thirty (30) 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 thirty (30) 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. Should the employee elect to remain in the position outside of the Bargaining Unit, their former position will be posted and filled as per the Collective Agreement.

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 Employer will maintain a seniority list showing the date upon which each employee's regular service commenced. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January of each year.

Regular employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire. Seniority will operate on a bargaining unit wide basis.

An employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 5.01.

For the purpose of this Article, time away from work is protected by the Employment Standards Act and/or the Human Rights Code.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the Employee when reclassified.

7.04

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) 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.
- (f) **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.
- (g) **Loss of Secondary Seniority**
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 their 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 their 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 their job as a result of a bump into their 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) An Education Assistant who is 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 their bumping rights shall, within five (5) working days of the date of notification of layoff, submit in writing to the Secretary-Treasurer notice of their intent to exercise the bumping procedures which will occur according to qualifications and seniority. (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 thirty (30) 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 their 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.

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 their 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 their discretion may be accompanied by a Union representative.
- (b) An employee who has a two (2) year discipline free record shall have all disciplinary material over two (2) 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 their 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 five (5) 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 their designate, and the President of the Local Union, or their designate, who shall endeavour to settle the difference.

Step 3

Meet Secretary-Treasurer or designate.

Step 4

The Parties agree to utilize the Mediation process prior to advancing grievances to arbitration.

Step 5

Failing satisfactory settlement within five (5) 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 in writing/electronically. 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 (½) 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 shall not suffer any loss of pay excluding travel time 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.

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.

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) Employees who have two (2) or more jobs in order to fulfill the four (4) hour minimum requirement will be paid the higher rate according to the wage scale of each job for the time worked.

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.

11.05

Schedules

A record of regular days and regular hours of work for each employee shall be maintained by the Board and a current copy sent to the Union by September 30th of each year.

11.06 Time Cards/Time Sheets

Employees will complete an individual time sheet, which reflects hours worked, allocated SSLIF, meetings attended and all other pertinent information pertaining to accurate accounting of hours worked.

Employees will complete time sheets electronically, once the District has implemented this procedure. The District agrees to provide access and required training for the employees to do so.

The Board or designate shall contact an employee if there are discrepancies in the hours reflected on the time card or sheet after the employee has submitted their time card or time sheet.

Unless there is a signed approved leave form filled out, or an employee is working in a different classification than that for which they were hired, changes/corrections will not occur until the employee has been informed.

Any disagreements between the Parties will be resolved through the grievance process and will begin at Step 2 only after the employee, or the Union on the employee's behalf, has contacted the payroll department in an attempt to resolve the issue.

11.07 Staff Meetings

Employees who are required to attend a staff meeting at their worksite shall be paid at their regular hourly wages for those hours (or part thereof) in attendance.

11.08 Non-Instructional Day

- (a) All employees shall be paid their regular wages while attending 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 employee's immediate Supervisor.
- (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 **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 | Truth and Reconciliation Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| BC Day | Boxing Day |
| Family Day | |

Or any other day proclaimed by the Federal, Provincial or government.
In the event that the provincial government declares Truth and Reconciliation Day as a different day than the federal government, the parties agree that the School District will take its lead from Nisga'a Lisims Government.

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 5 th 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 Winter and Spring breaks with any balance paid out in the first pay period in June. Regular ten (10) month employees will carry forward any vacation accrued after the first pay period in June to the following school year.

14.03 Term Employee

A term employee 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 Winter Break	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

Twelve-month employees shall schedule their vacation following the accumulation period, or by mutual agreement. Twelve-month employees may schedule their vacation at any time. Twelve-month employees shall submit their written vacation leave request two (2) weeks prior to the requested vacation 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 their normal earnings and the payment they 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 their 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 five (5) days leave of absence without loss of pay at the death of a parent, foster parent, spouse, child(ren), foster child(ren), brother, sister, brother-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 pay for travel purposes should travel one way exceed two-hundred kilometres (200kms) beyond the employee's place of employment.

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

Where a person employed by the Board is required 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 Article over five (5) days must have Board or Designate approval.

T'il luulak' Leave

An employee who is of the T'il luulak' Wilp may be granted leave up to five (5) days without pay to carry out burial responsibilities.

Xts'ihln'iinak'amskw Leave

An employee who has to attend a Wo'om pdeekhl to Xts'ihln'iinak'amskw may be granted one (1) day off without pay to fulfil their responsibilities.

15.05 Other Leave

- (a) An employee who provides proof that they are required or requested to attend the Nisga'a Lisims Special Assembly as a representative of their village or the Union shall be granted leave of absence without pay provided application is made to the Board or Designate in advance. A maximum of one employee from each community shall be granted such leave at the same time. This leave will be granted on a first requested, first approved basis.
- (b) Such leave shall also be granted for a maximum of two (2) days to attend events for Hoobiyee, Indigenous 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.
- (c) All other Wilp responsibilities will be considered on an individual basis.

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, medical appointment, 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

Maternity leave is governed by Section 50 of the Employment Standards Act (BC). Section 50 is reproduced in Appendix "A".



15.10 Parental Leave

Parental leave is governed by Section 51 of the Employment Standards Act (BC). Section 51 is reproduced in Appendix “A”.



15.11 Cultural Leave for Indigenous Employees

1. Indigenous employees are entitled to up to three (3) days leave per school year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language.
2. A minimum of two (2) weeks’ notice is required for leave under this provision. Where two (2) weeks’ notice is not possible due to the unpredictable nature of the event, then as much notice as possible shall be provided. Such leave shall not be unreasonably withheld.

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 will be jointly determined by the Parties. 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 at the higher rate.

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 they so wish, shall first discuss the classification with the Secretary-Treasurer. Following such discussion if the employee still does not agree that they are 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

It is acknowledged by the Parties that from time to time emergency situations arise. During these situations, 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, their 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 their duties, or they have failed to comply with the Industrial Health and Safety Regulations of WorkSafe BC; or
- (b) where the employee commences work, four (4) hours' pay if their work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, or an employee reports for their regular work day and is sent home prior to the completion of the shift they were originally scheduled for; or
- (c) an employee reporting for work on their regular shift will be paid their regular rate of pay for the period worked, with a minimum of four (4) hours pay.

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) Extended Health Benefit (including vision care)	Employer 100%
(b) Dental Plan (100% A, 50% of B paid by plan)	Employer 50%; employee 50%
(c) Group Life (coverage \$35,000 and \$35,000 AD & D)	Employer 100%
(d) 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 purchased from the Benefits Provider 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

A term employee 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 Joint Health and Safety Committee

The Parties agree that the intent of this Agreement is to ensure that all employees have access to the Joint Health and Safety Committee structure. Joint Health and Safety Committees will be established and operated as outlined below:

- (a) Union representatives shall be employees at the workplace appointed by the Union, the Employer representative shall be appointed by the Employer.
- (b) The Committee shall consist of two (2) CUPE Representatives, one (1) Administrator or designate, the Director of Operations, and the Secretary-Treasurer or designate.
- (c) The committee(s) will function in accordance with the WorkSafe BC requirements and Health and Safety Regulations and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committee(s) shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (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 WorkSafe BC;
 - (iii) making recommendations on safe and healthful working conditions; and
 - (iv) the Committee shall operate under the guidelines as set out in the WorkSafe BC regulations.

20.03

Violence in the Workplace

Violence

Violence is not part of the job nor is it an expectation or requirement of employment. Violence in any form is not acceptable in the workplace.

Employees have a right to a safe workplace, free from all forms of violence. They have the right to refuse unsafe work, including violent situations, without fear of reprisal in accordance with applicable Provincial and Federal Legislation, Regulations, Policies and Guidelines.

Definition of Violence: The attempted, threatened or actual conduct of any person that causes or is likely to cause injury and includes any threatening statement or behavior that gives an employee reasonable cause to believe that persons, including employees, supported individuals or members of the public are at risk of injury.

Investigations into incidents of violence will be the purview of the Employer, the Union and the Joint Health and Safety Committee or representative.

Sexual Harassment

- (a) The Parties 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:
 - 1. Unwelcome conduct;
 - 2. Of a sexual nature;
 - 3. That causes detrimental effects on the work environment or leads to adverse job-related consequences.

The Board is committed to taking appropriate disciplinary action if an allegation of sexual harassment is substantiated.

Harassment

The Parties recognize that all employees are entitled to work in an environment free from harassment. Harassment is defined as any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated.

Allegations of Harassment shall be dealt with in the following manner:

- (a) Complaints of alleged harassment shall be treated seriously and in accordance with WorkSafe BC Regulations;
- (b) 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;
- (c) 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;
- (d) No individual shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of harassment.

20.04

Medication

Employees shall be responsible for the administration of medication to students, except under the following circumstances:

- (a) The parent has requested the school's assistance in writing and has signed an authorization requesting administration of medication by the school Administrator;
- (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 (c).

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 Administrator and the Administrator or designate will continue the process set out in the BC Health Act.

20.06 No Harassment or Discrimination

Non Derogation

For greater certainty, nothing in this agreement shall be construed so as to abrogate or derogate from the protection provided for existing Indigenous or treaty rights of the Indigenous peoples of Canada by the recognition and affirmation of those rights in section 35 of the Constitution Act, 1982.

ARTICLE 21 GENERAL

21.01 Copy of Agreement

Each new employee will have access to an electronic copy of the Agreement by the Board.

Link: www.nisgaa.bc.ca

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

The Parties agree that gender neutral terms will be applied throughout the Collective Agreement.

21.04 Bulletin Boards

The District shall make available a suitable bulletin board, or appropriate space on an existing bulletin board, for the purpose of posting Union information.

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 the 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 provide employees, covered by this Agreement, an opportunity 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. The designated CUPE Professional Development day is considered a regular work day for all employees who are scheduled to work.

It is understood that in special circumstances the Administrator or designate 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 by the immediate supervisor in a timely manner.

(b) The board will deposit five thousand dollars (\$5,000) annually to a fund for job-related professional development. The Union will deposit one thousand dollars (\$1,000) annually to this fund. 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, 2022 to midnight June 30, 2025 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 19 day of Sept, 2023

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



Winnie Morven-Hansen, Board Chair



Kory Tanner, Secretary-Treasurer

SIGNED FOR THE UNION:
CUPE Local 2298



Marty Cox, President



Dionne Morven, Chief Shop Steward

SCHEDULE "A" – July 1, 2022 Rate of Pay

CLASSIFICATION	July 1, 2022 Rate of Pay \$0.25; and 3.24% GWI		
	Probation Temporary on Trial	To six (6) months on staff*	After one year on staff
Accounting Clerk	\$ 23.18	\$ 23.97	\$ 24.76
Bus Driver	\$ 27.18	\$ 28.00	\$ 28.82
Clerk Typist	\$ 20.64	\$ 21.17	\$ 21.69
Custodian I	\$ 21.10	\$ 21.76	\$ 22.40
Custodian in Charge II (alone or supervising one other)	\$ 21.92	\$ 22.61	\$ 23.32
Custodian in Charge III (supervising two or more)	\$ 24.02	\$ 24.84	\$ 25.67
Educational Assistant I (Qualified)	\$ 24.22	\$ 25.05	\$ 25.92
Educational Assistant II (Unqualified)	\$ 23.37	\$ 23.91	\$ 24.45
Labourer	\$ 20.69	\$ 21.33	\$ 21.98
Maintenance 1 (unskilled/apprentice/helper)	\$ 21.10	\$ 21.76	\$ 22.40
Maintenance 2 (semi-skilled)	\$ 23.18	\$ 23.97	\$ 24.76
Maintenance 3 (skilled)	\$ 24.02	\$ 24.84	\$ 25.67
Maintenance Trades or TQ	\$ 27.66	\$ 28.70	\$ 29.71
Nisga'a Language Assistant 1	\$ 23.86	\$ 24.45	\$ 25.02
Nisga'a Language Assistant 2	\$ 24.41	\$ 25.18	\$ 25.98
Payroll Clerk	\$ 25.00	\$ 25.68	\$ 26.39
Receptionist/Typist	\$ 22.77	\$ 23.37	\$ 23.93
Secretary-Elementary School	\$ 23.15	\$ 23.77	\$ 24.32
Secretary-Secondary School	\$ 23.56	\$ 24.25	\$ 24.95
Student Data Clerk	\$ 27.66	\$ 28.70	\$ 29.71

*The new probationary period of six (6) months will begin January 1, 2023

SCHEDULE "A" – July 1, 2023 Rate of Pay

CLASSIFICATION	July 1, 2023 Rate of Pay 5.5% GWI; plus 1.25% COLA		
	Probation Temporary on Trial	To six (6) months on staff	After one year on staff
Accounting Clerk	\$ 24.74	\$ 25.59	\$ 26.43
Bus Driver	\$ 29.02	\$ 29.89	\$ 30.77
Clerk Typist	\$ 22.03	\$ 22.60	\$ 23.15
Custodian I	\$ 22.53	\$ 23.23	\$ 23.92
Custodian in Charge II (alone or supervising one other)	\$ 23.40	\$ 24.14	\$ 24.90
Custodian in Charge III (supervising two or more)	\$ 25.65	\$ 26.52	\$ 27.40
Educational Assistant I (Qualified)	\$ 25.85	\$ 26.74	\$ 27.67
Educational Assistant II (Unqualified)	\$ 24.95	\$ 25.52	\$ 26.10
Labourer	\$ 22.09	\$ 22.77	\$ 23.46
Maintenance 1 (unskilled/apprentice/helper)	\$ 22.53	\$ 23.23	\$ 23.92
Maintenance 2 (semi-skilled)	\$ 24.74	\$ 25.59	\$ 26.43
Maintenance 3 (skilled)	\$ 25.65	\$ 26.52	\$ 27.40
Maintenance Trades or TQ	\$ 29.52	\$ 30.64	\$ 31.72
Nisga'a Language Assistant 1	\$ 25.47	\$ 26.10	\$ 26.70
Nisga'a Language Assistant 2	\$ 26.05	\$ 26.88	\$ 27.73
Payroll Clerk	\$ 26.69	\$ 27.41	\$ 28.17
Receptionist/Typist	\$ 24.31	\$ 24.95	\$ 25.55
Secretary-Elementary School	\$ 24.71	\$ 25.37	\$ 25.97
Secretary-Secondary School	\$ 25.15	\$ 25.89	\$ 26.64
Student Data Clerk	\$ 29.52	\$ 30.64	\$ 31.72

SCHEDULE "A" – July 1, 2024 Rate of Pay

CLASSIFICATION	July 1, 2024 Rate of Pay 2% GWI; plus COLA**		
	Probation Temporary on Trial	To six (6) months on staff	After one year on staff
Accounting Clerk	\$ 25.24	\$ 26.10	\$ 26.96
Bus Driver	\$ 29.60	\$ 30.49	\$ 31.39
Clerk Typist	\$ 22.47	\$ 23.06	\$ 23.62
Custodian I	\$ 22.98	\$ 23.70	\$ 24.39
Custodian in Charge II (alone or supervising one other)	\$ 23.87	\$ 24.62	\$ 25.39
Custodian in Charge III (supervising two or more)	\$ 26.16	\$ 27.05	\$ 27.95
Educational Assistant I (Qualified)	\$ 26.37	\$ 27.27	\$ 28.23
Educational Assistant II (Unqualified)	\$ 25.45	\$ 26.03	\$ 26.62
Labourer	\$ 22.53	\$ 23.22	\$ 23.93
Maintenance 1 (unskilled/apprentice/helper)	\$ 22.98	\$ 23.70	\$ 24.39
Maintenance 2 (semi-skilled)	\$ 25.24	\$ 26.10	\$ 26.96
Maintenance 3 (skilled)	\$ 26.16	\$ 27.05	\$ 27.95
Maintenance Trades or TQ	\$ 30.12	\$ 31.25	\$ 32.35
Nisga'a Language Assistant 1	\$ 25.98	\$ 26.62	\$ 27.24
Nisga'a Language Assistant 2	\$ 26.57	\$ 27.42	\$ 28.28
Payroll Clerk	\$ 27.23	\$ 27.96	\$ 28.73
Receptionist/Typist	\$ 24.80	\$ 25.45	\$ 26.06
Secretary-Elementary School	\$ 25.20	\$ 25.88	\$ 26.48
Secretary-Secondary School	\$ 25.65	\$ 26.41	\$ 27.17
Student Data Clerk	\$ 30.12	\$ 31.25	\$ 32.35

** July 1, 2024 COLA adjustments will be confirmed by PSEC in March each year. 2024 COLA max is 1%.

Notes

1. Promotion: a move from one pay grade to a higher pay grade moves employees to the rate of the new range which is the next higher dollar figure
2. Shift Differential: an employee working a regularly scheduled period between 18:01 hours and 06:00 hours shall be paid a shift differential of seventy-five cents (\$0.75) per hour for each hour worked between those hours if paid at straight time.
3. 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

When required by the position or the Employer, 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
Board Office	1

4. 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 fifty cents (\$1.50) per hour for each hour as a charge hand.
5. Employees will not be expected to use personal vehicles in the course of their duties.
6. Dirty money at \$1.50/hour shall be paid to employees performing the following work:
 - a) Spray Painting;
 - b) While exposed to raw sewage;
 - c) Installing/Removing/Cleaning air filters
 - d) Working in crawl spaces;
 - e) Work requiring a respirator;
 - f) Any other work considered dirty work by Employer

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 and is 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.

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 _____ day of _____, 2023

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

SIGNED FOR THE UNION:
CUPE Local 2298

Elsie Davis, Board Chair

Len Hanson, President

Kory Tanner, Secretary-Treasurer

Marty Cox, Secretary-Treasurer

LETTER OF UNDERSTANDING #2

between

SCHOOL DISTRICT NO. 92 (NISGA'A)

and

CUPE LOCAL 2298

RE: Service Improvement Allocation (SIA)

1. The Parties agree to committing the allocation of \$40,000 the first year, the second year \$50,000.00 and for the third year \$60,000.00 to Training/Education and Wellness for all CUPE 2298 employees; and
2. The Parties agree that effective January 1, 2023, the Bus Driver rate will be increased by five dollars (\$5.00) per hour at all steps for a market adjustment.
3. Upon ratification of the Collective Agreement, the Parties agree that a Professional Development Committee made up of three (3) members of Management and a total of four (4) members from CUPE Local 2298 as per the following will be formed effective January 1, 2023, the Education Assistant I rate will be increased by two dollars (\$2.50) per hour for a market adjustment;
4. The Parties agree that Dirty Pay of one dollar fifty cents (\$1.50) shall be paid to employees performing this work set out as Dirty Pay in Schedule A; and
5. The Parties agree that the employees assigned as Charge Hand shall be paid one dollar fifty cents (\$1.50) per hour for a market adjustment for each hour as Charge Hand effective January 1, 2023; and
6. The parties agree that a Shift Differential of seventy-five cents (\$0.75) shall be paid to employees working a regularly scheduled period between 18:01 hours and 06:00 hours; and
7. The Parties agree that one (1) additional day for Cultural Leave for Indigenous Employees will be added per year.

SIGNED THIS _____ day of _____, 2023

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

SIGNED FOR THE UNION:
CUPE Local 2298

Elsie Davis, Board Chair

Len Hanson, President

Kory Tanner, Secretary-Treasurer

Marty Cox, Secretary-Treasurer

APPENDIX "A"

Provincial Framework Agreement ("Framework")

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.

1. Term

July 1, 2022 to June 30, 2025

2. Wages Increases

General wage increases as follows:

July 1, 2022: \$0.25 per hour wage increase plus an additional 3.24%

July 1, 2023: 5.5% and up to 1.25% COLA adjustment

July 1, 2024: 2.0% and up to 1.0% COLA adjustment

The COLA adjustments will be the annualized average of BC CPI over twelve months per paragraph 4 below

3. Wage Increase Retroactivity

- a. Employees employed on the date of ratification who were employed on July 1, 2022 shall receive retroactive payment of wage increases to July 1, 2022.

- b. Employees hired after July 1, 2022 who were employed on the date of ratification, shall have their retro-active pay increase pro-rated from their date of hire to the date of ratification.
- c. Employees who retired between July 1, 2022 and the date of ratification, shall have their retro-active pay increase pro-rated from July 1, 2022 to date of retirement.

4. COLA Adjustment

The provincial parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in paragraph 2 of the Provincial Framework Agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

5. Public Sector Wage Increases

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the K-12 Provincial Framework Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This paragraph 5 is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
 - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This paragraph 5 will be effective during the term of the K-12 Provincial Framework Agreement.

6. Local Table Bargaining Money

Provide ongoing funding to the support staff local tables in the amount of:

Year	Amount	District Minimum
2022/2023	\$11,500,000	\$40,000
2023/2024	\$13,800,000	\$50,000
2024/2025	\$17,800,000	\$60,000

This money will be prorated according to student FTE providing that each district receives the district minimum amount.

The district and local must reach agreement on its use and implementation as part of their local discussions. The money may not be used for a general wage increase.

7. Provincial Labour Management Committee

The parties agree to maintain a Provincial Labour Management Committee (PLMC) to discuss and problem solve issues of mutual provincial interest, including issues referred from provincial committees established under this Framework Agreement. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

The PLMC shall not discuss local grievances or have the power to bind local parties to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either provincial party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the 2022 Framework Agreement and agree to include Workplace Health and Safety as a standing agenda item.

8. Support Staff Education Committee (SSEC)

Structure:

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

Mandate:

The mandate of the committee is to manage the distribution of education funds for the following:

- a) Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b) Developing and delivering education opportunities to enhance service delivery to students;
- c) Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d) Enable the provision of education opportunities to enhance and support the understanding, recognition and reconciliation process with Indigenous Peoples;
- e) Enable the provision of education opportunities to enhance and support equity, diversity, and inclusion as well as cultural safety;
- f) Skills enhancement for support staff;
- g) EA curriculum module development and delivery;
- h) These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations.

Terms of Reference:

The SSEC shall update, not later than January 31, 2023, the terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Labour Management Committee (PLMC).

Funding:

Commencing July 1, 2022, there will be \$50,000 of annual funding allocated for the purposes set out above. Commencing July 1, 2024, there will be an additional \$1,000,000 of annual funding allocated for the purposes set out above.

9. Safety in the Workplace

The parties agree that prevention of violence in the workplace is of paramount importance. The parties commit to providing a healthy and safe working environment that includes procedures to minimize the risk of workplace violence, such as Individual Safe Work Instructions or equivalent and the obligation to report and investigate incidents of workplace violence.

10. Provincial Joint Health and Safety Taskforce

The provincial parties will establish a Provincial Joint Health and Safety Taskforce of not more than four (4) members appointed by CUPE and four (4) members appointed by BCPSEA. Each provincial party will consider the appointment of subject matter experts in occupational health and safety. Either provincial party may bring resource people as required, with advance notice to the other party. These resource people will be non-voting and at no cost to the taskforce. Costs associated with this Taskforce will be provided from existing SSEAC funds.

The Provincial Joint Health and Safety Taskforce will:

- a) develop Terms of Reference to support training on the 2021 Workplace Violence Prevention Toolkit and the joint health and Safety Evaluation Tool;
- b) support the Support Staff Education Committee (SSEC) in the development of training related to the 2021 Workplace Violence Prevention Toolkit;
- c) provide a joint communication on the availability of training related to the 2021 Workplace Violence Prevention Toolkit for all Occupational Health and Safety Committees;
- d) review and update as required the Joint Health and Safety Evaluation Tool resulting from the 2019-2022 Provincial Framework Agreement;
- e) provide the reviewed Joint Health and Safety Evaluation Tool to each school district and local union;
- f) Identify and share best practices for the development of Individual Safe Work Instructions or equivalent.

11. Job Evaluation

The work of the provincial job evaluation steering committee (the JE Committee) will continue during the term of this Framework Agreement. The objectives of the JE Committee are as follows:

- Review the results of the phase one and phase two pilots and outcomes of the committee work. Address any anomalies identified with the JE tool, process, or benchmarks.
- Rate the provincial benchmarks and create a job hierarchy for the provincial benchmarks.

- Gather data from all school districts and match existing job descriptions to the provincial benchmarks.
- Identify the job hierarchy for local job descriptions for all school districts.
- Compare the local job hierarchy to the benchmark-matched hierarchy.
- Develop a methodology to convert points to pay bands - The confirmed method must be supported by current compensation best practices.
- Identify training requirements to support implementation of the JE plan and develop training resources as required.

Once the objectives outlined above are completed, the JE Committee will mutually determine whether a local, regional or provincial approach to the steps outlined above is appropriate.

It is recognized that the work of the committee is technical, complicated, lengthy and onerous. To accomplish the objectives, the parties agree that existing JE funds can be accessed by the JE committee to engage consultant(s) to complete this work.

It is further recognized that this process does not impact the established management right of employers to determine local job requirements and job descriptions nor does this process alter any existing collective agreement rights or established practices.

When the JE plan is ready to be implemented, and if an amendment to an existing collective agreement is required, the JE Committee will work with the local School District and Local Union to make recommendations for implementation. Any recommendations will also be provided to the Provincial Labour Management Committee (PLMC).

As mutually agreed by the provincial parties and the JE Committee, the disbursement of available JE funds shall be retroactive to January 2, 2020:-

The committee will utilize available funds to provide 50% of the wage differential for the position falling the furthest below the wage rate established by the provincial JE process and will continue this process until all JE fund monies at the time have been disbursed. The committee will follow compensation best practices to avoid problems such as inversion.

The committee will report out to the provincial parties regularly during the term of the Framework Agreement. Should any concerns arise during the work of the committee they will be referred to the PLMC.

Create a maintenance program to support ongoing implementation of the JE plan at a local, regional or provincial level. The maintenance program will include a process for addressing the wage rates of incumbents in positions which are impacted by implementation of the JE plan.

The provincial parties confirm that \$4,419,859 of ongoing annual funds will be used to implement the Job Evaluation Plan.

Effective July 1, 2022, there will be a one-time pause of the annual \$4,419,859 JE funding. This amount has been allocated to the local table bargaining money. The annual funding will recommence July 1, 2023.

12. Committee Funding

There will be a total of \$150,000 of annual funding allocated for the purposes of the Support Staff Education Committee, the Provincial Labour Management Committee and the Provincial Joint Health and Safety Committee.

13. Public Education Benefits Trust

- a. PEBT Annual Funding Date: The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement on Accepted and Policy Practices of the PEBT.
- b. 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.
- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.

14. Benefits

- a. Effective July 1, 2023, provide \$3 million dollars as ongoing annual funding to explore enhancements to the Standardized Extended Health Plan, including dental coverage, counselling and other improvements to benefits.

A one-time joint committee of up to four representatives appointed by BCPSEA and up to four representatives appointed by support staff unions will determine the enhancements to be implemented.

Any residual from the benefits standardization will be allocated to the Job Evaluation Fund.

- b. Effective July 1, 2023, provide \$1,000,000 one-time money to the PEBT to be utilized for addiction treatment support programs. The PEBT will determine appropriate terms of use for accessing the funds which will include, but not be limited to: priority access for support staff employees (vs. School Districts), treatment cost considerations, and relapse response.

15. Production of Local Collective Agreements

BCPSEA commits to providing a draft 2022 local collective agreement which includes all negotiated updates, within 30 days of ratification by the local parties. The draft collective agreement will be provided in editable format with changes tracked for the local parties to review.

16. 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.

17. Unpaid Work

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

18. Education Assistant Credential Standardization

Should the Ministry of Education initiate discussions regarding standardized credentials for Education Assistants, the provincial parties will each send a letter to request participation in the process.

19. Provincial Framework Bargaining 2025

The Parties agree to amend and renew the December 14, 2011 Letter of Understanding for dedicated funding to the K-12 Presidents Council to facilitate the next round of provincial bargaining. \$250,000 will be allocated as of July 1, 2023.

20. Provincial Dispute resolution

The provincial parties may mutually agree to refer a dispute under Provincial Framework Agreement to final and binding arbitration.

21. Funding

Funding for the Provincial Framework Agreement will be included in operating grants to Boards of Education.

22. Employee Support Grant

The Parties 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 a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

23. Adoption of the Provincial Framework Agreement

The rights and obligations of the local parties under this Provincial Framework Agreement are of no force or effect unless the collective agreement has been ratified by both parties no later than January 25, 2023, or a later date as established by the provincial parties if the local parties are engaged in mediation.

Dated this 15th day of September, 2022.

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

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

"Paul Simpson"

"Justin Schmid"

**BC Public School Employers'
Association**

"Leanne Bowes"

"Bruce Anderson"

"Kirsten Daub"

"Alan Chell"

"Jeff Virtanen"

"Kyle Uno"

"Gray Boisvert"

"Tammy Sowinsky"

"Tammy Carter"

"Rae Yu"

"Michelle Bennett"

"Richard Per"

"Patti Pocha"

"Ken Dawson"

"Denise Bullock"

"Nancy Brennan"

"David Bollen"

"Eric Harvey"

"Monica Brady"

"Alex Dounce"

"Warren Williams"

"Tim DeVivo"

"Jane Massy"

"Amber Leonard"

"Jason Franklin"

"Christina Forsyth"

"Tammy Murphy"

"Jeannette Beauvillier"

"Daun Frederickson"

"Tracey O'Hara"

"Katarina DiSimo"

Letter of Agreement (“Letter”)

Between:

BC Public School Employers Association (“BCPSEA”)

And:

The CUPE K - 12 Presidents’ Council and Support Staff Unions (“the Unions”)

Re: Employee Support Grant (ESG) after June 30, 2022

This Employee Support Grant (ESG) establishes a process under which employees covered by 2022 – 2025 collective agreements between Boards of Education and the Unions shall 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, 2022.

1. The ESG will be available provided that:
 - a. A board and local union have a collective agreement which has been ratified by both parties no later than January 25, 2023 and,
 - b. There has been no successful strike vote by the BCTF or local support staff union prior to local union ratification.
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
 - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
 - b. The residual 25% of the employees’ base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local

union.

4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.
5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.
6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on 15th September, 2022 by:

BCPSEA

Leanne Bowes

K-12 Presidents' Council

Paul Simpson