

COLLECTIVE AGREEMENT

between the

**KITAMAAT VILLAGE COUNCIL
EDUCATION DEPARTMENT – SUPPORT STAFF**

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective to May 31, 2008

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DEFINITIONS

For the purpose of this Agreement:

- (1) "AWOL" means to be absent from work without approved leave. Employees who are AWOL will be without pay for those days are subject to discipline.
- (2) "Bargaining unit" is the unit for collective bargaining described in the certification for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of Canada on May 17, 2000 and includes all the employees of the Kitamaat Village Council as outlined in Appendix 1 of this Agreement.
- (3) "Collective Labour Agreement" means an agreement in writing entered into between an employer and a union, containing provisions respecting terms and conditions of employment and related matters.
- (4) "Continuous employment and continuous service" means uninterrupted employment in the service of the Kitamaat Village Council, including service prior to Union certification, and subject to the provisions of Clause 11.3.
- (5) "Day of rest" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of her position. This does not include employees on a leave of absence.
- (6) "Demotion" means a change from an employee's position to one with a lower maximum salary.
- (7) "Employee" means a member of the bargaining unit and includes:
 - (a) "Regular Employee" meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
 - (b) "Auxiliary Employee" meaning an employee who is employed for work which is not of a continuous nature and who has passed the probationary period."Employee" does not include:
 - (a) Incumbents of managerial or confidential positions mutually excluded by the Parties to this Agreement.
 - (b) Excluded classes as outlined in Appendix 2 - Bargaining Unit Exclusions
- (8) "Employer" means the Kitamaat Village Council.
- (9) "Extra Curricular" are those activities that are beyond the prescribed and locally determined curricula of the School.
- (10) "Headquarter" or "geographic location" is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs her duties.
- (11) "Holiday" means the twenty-four (24) period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.
- (12) "Hours of operation" are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.

- (13) "*Hours travelled*" means hours spent travelling from point to point on an hourly or daily basis as required by the Employer and does not include meal breaks, lodging time or time spent other than travelling.
- (14) "*Kitamaat Village Council*" means the elected Chief and Council of the Haisla First Nation acting for and on behalf of the Band:
- (15) "*Lateral transfer*" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
- (16) "*Layoff*" includes a cessation of employment, a reduction of regularly-scheduled hours, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer.
- (17) "*Leave of absence with pay*" means to be absent from duty with permission but with pay. "Leave of absence without pay" means to be absent from duty with permission but without pay.
- (18) "*Lockout*" included the closing of a place of employment, a suspension of work by an employer or a refusal by an employer to continue to employ a number of their employees, done to compel their employees, or to aid another employer to compel that other employer's employees, to agree to terms or conditions of employment.
- (19) "*Non-Instructional Staff*" all employees of the Kitamaat Village Council employed in its education department excluding teachers, Education Administration Secretary, and Director of Education.
- (20) "*Pay*" means the rate of compensation for the job.
- (21) "*Probation*" for an employee means the time spent by the employee prior to being confirmed in the position for which she was hired.
- (22) "*Promotion*" means a change from an employee's position to one with a higher maximum salary level.
- (23) "*Resignation*" means a voluntary notice by the employee that she is terminating her service on the date specified.
- (24) "*Rest period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments and a rest.
- (25) "*Shift schedule*" is a pattern of work hours established through negotiations to meet the hours of operation.
- (26) "*Spouse*" includes husband, wife, and common-law spouse;
- (27) "*Strike*" includes a cessation of work or a refusal to work or to continue to work by employees, in combination, in concert or accordance with a common understanding, and a slowdown of work or other concerted activity on the part of employees in relation to their work that is designed to restrict or limit output.

- (28) "*Technological change*" shall be understood to mean:
- (a) the introduction by the Employer into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the Employer in operation of the work, undertaking or business; or
 - (b) a change in the manner in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material.
- (29) "*Termination*" is the separation of an employee from the service of the Employer for cause pursuant to Articles 10, 11 and 30 of this Agreement.
- (30) "*Transfer*" refers to the movement of an employee from one work group to another.
- (31) "*Travel status*" with respect to an employee means absence of the employee from her headquarters or geographic location on Kitamaat Village Council business with the approval of the Employer, but travel status does not apply to an employee temporarily assigned to a position outside of her headquarters or geographic location.
- (32) "*Union*" means the B.C. Government and Service Employees' Union.
- (33) "*Volunteer*" means a person, including a student, who provides gratis labour and/or services and is not a bargaining unit member or a representative of the Employer. Persons engaged on a Work Incentive Program basis who receive top-up to social benefits shall be deemed volunteers for the purposes of this Agreement.
- (34) "*Workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.
- (35) "*Work Group*" means a distinct functional division of employees at the worksite.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The Parties to this Agreement share a desire to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions and conditions of employment and they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the bargaining unit.
- (c) The Parties recognize the benefit to be derived from a work environment free of interruptions of work and interference with the proper operations of the employers business, harassment, and where the conduct and/or language of all employees meets the acceptable social standards of the workplace. The parties agree to maintain such on environment.
- (d) To encourage efficiency of operations.

1.2 Principles and Spirit of Negotiations

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

- (a) Kitamaat Village Council has certain inherent rights to manage its governmental affairs, which rights have been affirmed in the Constitution Act, 1982, and the Indian Act, R.S.C. 1985, C. 1-5.
- (b) The conduct of labour relations is an aspect of trade and commerce, which have been part of the rights and practices of the Band since before 1846.
- (c) Employees should be treated fairly and honourably in the workplace, in a manner which reflects the Band's traditional values of honesty, generosity, openness, and mutual respect.
- (d) Family relationships and the good of the individual and the community are deserving of concern and respect.
- (e) It is through the enactment of its laws in the area of labour relations that the principles and values of the Haisla First Nations people will continue to provide inspiration to the community.
- (f) The Band, in its labour relations, seeks to build self-sufficiency by having its Band Members receive priority, ahead of other employee, in training, employment and related opportunities; and
- (g) Labour relations must embody the following:
 - (1) respect for and recognition of the Haisla's struggle for self-reliance and self-determination as an Aboriginal Nation and as a Band;
 - (2) respect for and recognition of the Haisla's struggle to free its governmental structures and institutions from the imposition of laws and values which are contrary to those of the Haisla people;
 - (3) respect for and recognition of the inherent aboriginal rights and the statutory rights of the Haisla people;
 - (4) respect for and recognition of the fact that the development of the Band's government, in accordance with the traditions and values of the Haisla people; requires a high degree of flexibility in order to meet the changing needs of the community; and
 - (5) respect for and recognition of the essential nature and importance of the services provided by the Band and its employees to members of the community.

1.3 Future Legislation

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

1.4 Conflict with Regulations

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

1.5 Use of Terms

- (a) *Masculine and Feminine*: The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used, it shall be construed as meaning the other if the facts or context require.
- (b) *Singular and Plural*: Wherever the singular is used, the same shall be construed as meaning the plural if the facts so require.

1.6 Canadian Human Rights Act

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

1.7 Discrimination and Harassment Under the Canadian Human Rights Act

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

(4) *Step 4:* The Executive Director, or designate, will take steps to further investigate and resolve the matter within thirty (30) days of receiving the complaint.

(5) *Step 5:* Where the matter is not resolved to the complainant's satisfaction, the Union may refer the matter to arbitration.

This Clause does not preclude an employee from filing a complaint under Section 40 of the Canadian Human Rights Act; however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the Canadian Human Rights Commission or to the process specified in this Article. In either event a complaint of harassment shall not form the basis of a grievance.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8.

1.8 Confidentiality and Disclosure

An employee shall:

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

1.9 Jurisdictional Change

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

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Management Rights

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

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

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

2.2 Management Rights

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

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

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

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

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

3.2 Bargaining Agent or Recognition

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

3.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union (or designate).

The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretations of any clause in this Agreement, shall be forwarded to the President of the Union (or designate).

3.4 No Other Agreement

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

3.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

3.6 Recognition and Rights of Stewards

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

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

3.7 Bulletin Boards

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

3.8 Union Insignia

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

3.9 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute with Kitamaat Village Council as defined in the Federal Labour Code of Canada. Any

employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

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

3.10 Time Off for Union Business

- (a) *Without Pay:* Leave of absence without pay and without loss of seniority will be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated. Such leave shall be requested in writing to the employee's supervisor at least fourteen (14) days in advance.
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area. Such leave shall be requested in writing to the employee's supervisor at least fourteen (14) days in advance.
 - (3) for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee and to carry on negotiations with the Employer;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board.
- (b) *With Pay:* Leave of absence with pay and without loss of seniority will be granted:
- (1) to stewards or their alternates, to perform their duties pursuant to Clause 2.6;
 - (2) to employees who are representatives of the Union on the Labour-Management Committee pursuant to Article 28;
- (c) *Local Union & Bargaining Unit Meetings:* The Employer agrees to allow employees to leave work at 15:30 hours, four (4) times a year for the purpose of attending Union meetings without loss of pay. The Union agrees to notify the Employer of the dates of such meetings at least two (2) weeks prior to the meeting. Minimal staff coverage shall be maintained. It is understood that employees working a shift which does not end at 16:30 hours are expected to return to work upon the conclusion of the Union meeting.

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

3.11 Emergency Services During Strike or Lockout

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

3.12 Representative Assistance

The Employer recognizes the right of the Union to have assistance and/or representation from the BCGEU and/or any other assistance or representation it deems necessary when dealing on any matters with the Employer. Likewise, the Union recognizes the right of the Employer to have assistance and/or

representation when dealing on any matters with the Union. As a matter of courtesy the Parties will advise each other of who will be present or represent them at meetings.

ARTICLE 4 - UNION SECURITY

4.1 Union Membership

- (a) All employees in the bargaining unit who on May 17, 2000 were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after May 17, 2000 shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) calendar days as an employee.
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to May 17, 2000 to become a member of the Union.

4.2 Bargaining Unit Work

- (a) It is not the policy or practice of the Employer to have excluded classes of employees perform work normally assigned to employees, including Foremen, covered by this Agreement. Excluded supervisors shall not perform bargaining unit work except in an emergency situation where bargaining unit members are not immediately available.
- (b) The involvement of excluded employees in services provided by the bargaining unit shall not result in a reduction in bargaining unit positions.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union. Each employee shall sign a Dues Authorization Check-Off form.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deduction shall be made monthly. Membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than twenty-eight (28) calendar days after the date of deduction and the Employer shall also make available to the Union information submitted with each dues remittance. This information shall include the following: Social Insurance Number, Surname and First Name, Address, Sex, Birth Date, Job Title, Gross Pay, Year-to-Date Dues of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee. This will be provided on computer disk in ASCII language, when available to the Employer.
- (e) Before the Employer is obliged to deduct any amount under section (a) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the Staff Representative of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name and location of her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce her to her steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that the Bargaining Unit Chairpersons (or designate) will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first week of initial employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 7 - EMPLOYER -UNION RELATIONS

7.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and, similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Bargaining Committees

(a) A Union Bargaining Committee shall not exceed two (2) members of the bargaining unit, but shall include members of the staff of the Union when negotiating with the Employer. The Union will advise the Employer of the Union members on the Committee.

(b) An Employer Bargaining Committee shall consist of not more than two (2) members of the Education Department, but shall include other members of Management/Staff, Councillor, or Labour Consultant of Kitamaat Village Council. The Employer will advise the Union of its representatives on the Committee

7.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

Members of Union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entry and shall not interfere with the operation of the section concerned. In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will attempt to make available to Union representatives or stewards temporary use of an office or similar facility.

7.4 Technical Information

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

7.5 Coordination of Interests

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

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

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

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

- (a) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or Arbitral Award, including a question as to whether or not a matter is subject to arbitration.
- (b) the dismissal, discipline, or suspension of an employee bound by this Agreement. The procedure for resolving a grievance shall be the grievance procedure in this Article.

8.2 Incident Review

Within ten (10) working days of the incident or becoming aware of the incident, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have her steward present at such discussions. If the dispute is not resolved the aggrieved employee may submit a written grievance within those same ten (10) working days, through the Union Steward to step 1 of the grievance procedure.

8.3 Step 1

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

8.4 Step 2

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

8.5 Time Limit to Reply at Step 2

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

8.6 Step 3

The Staff Representative of the Union (or designate) may advance a grievance at step 3 to the Executive Director (or designate) of the Kitamaat Village Council within thirty (30) calendar days after the decision has been conveyed to her by the representative designated by the Employer to handle grievances at Step 2.

8.7 Time Limit to Reply at Step 3

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

8.8 Time Limits

Should either Party exceed the time limits set out in this Article, or fail to request an extension of the time limits, in writing, within the time limits, the Party exceeding the time limits must concede the grievance. Requests for time limit extensions shall not be unreasonably withheld.

8.9 Time Limit to Submit to Arbitration

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

8.10 Administrative Provisions

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

8.11 Dismissal and Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than twenty (20) days or suspension pending investigation, the grievance may be filed directly

at arbitration within thirty (30) days of the date on which the dismissal, rejection on probation, or suspension occurred, or within thirty (30) days of the employee receiving such notice.

(b) In the case of a dispute arising from other suspensions, the grievance may commence at Step 1 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving such notice.

8.12 Deviation from Grievance Procedure

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

8.13 Policy Grievance

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

8.14 Technical Objections to Grievances

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

8.15 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this Article, other than Clause 8.13, may be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by a board of arbitration.

8.16 Amending of Time Limits

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

ARTICLE 9 - ARBITRATION

9.1 Arbitration

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

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

9.2 Appointment of Arbitrator

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

9.3 Decision of the Arbitrator

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

9.4 Costs

The Parties to this Agreement shall jointly bear the cost of the arbitrator and each of the Parties shall bear the cost of its own representatives and witnesses.

9.5 Amending Time Limits

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

9.6 Witnesses

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

9.7 Expedited Arbitration

Subject to Clause 9.1, expedited arbitration shall refer to a system of rights arbitration incorporating procedures specifically designed to reduce delay and/or cost in the hearing and issuance of an award.

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

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty (20) workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the Agreement;
- (6) grievances relating to Article 14 - Hours of Work;
- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a Party intends to raise a preliminary objection;
- (9) demotions.

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

- (b) The Parties shall mutually agree upon a single arbitrator whose name shall be taken from the list of single arbitrators in Appendix 4.
- (c) The arbitrator shall hear the grievance and shall render a decision within two (2) workdays of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (d) Expedited arbitration awards shall be of no precedential value and shall not, therefore, be referred to by the Parties in respect of any other matter.
- (e) All settlements of expedited arbitrations shall be "*without prejudice*".
- (f) The Parties shall equally share the cost of fees and expenses of the arbitrator and hearing room.
- (g) No later than two (2) weeks prior to the scheduled hearing for each grievance, the Union and the Employer shall prepare a statement of agreed facts for presentation at the hearing. They will identify the names of all witnesses that they intend to call and will advise the other Party of the purpose for which that witness is being called. They will also identify any preliminary issues that they intend to raise with the arbitrator and the remedy being sought.
- (h) Notwithstanding the above, either Party may remove a case from the expedited process and forward it to full arbitration as per Article 9 of this Agreement.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Dismissal

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

10.3 Suspension

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

10.4 Dismissal and Suspension Grievance

Dismissals and suspensions may be subject to formal grievance under Article 8 of this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the Staff Representative of the Union within five (5) workdays of the action being taken.

10.5 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or performance evaluations, which may be applicable to the grievance. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.
- (b) Upon the employee's request any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infractions.

10.6 Evaluation Reports

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

10.7 Personnel File

During regular working hours an employee or President of the Union (or designate) with the written authority of the employee shall be entitled to review the employee's personnel file, both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. Requests to view personnel files must be made in writing to the supervisor at least three (3) days in advance. The viewing will be done in the presence of the supervisor, for a period of time not normally to exceed fifteen (15) minutes per file.

10.8 Right to Have Steward Present

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

10.9 Rejection During Probation

The Employer may dismiss a probationary employee for just cause. The test of dismissal for just cause shall be a test of suitability for the probationary employee for continued employment in the position to which she has been appointed.

10.10 Abandonment of Position

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

An employee who fails to report for duty for five (5) consecutive workdays without informing the Employer of the reason for her absence will be presumed to have abandoned her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer. Abandonment will result in dismissal.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

- (a) "*Service Seniority*" shall mean the length of continuous service as an employee of the Kitamaat Village Council, including service prior to Union certification, and shall be based on a last date of hire system.
- (b) "*Classification Seniority*" for a regular employee shall be from that date upon which an employee is last appointed to her present classification with the status of a regular employee.
- (c) For the purposes of this Clause, an employee's service seniority shall be deemed "*continuous*" during periods where they are awaiting recall pursuant to Articles 13 or 30 and during all scheduled non-teaching breaks in the calendar year.

11.2 Seniority List

- (a) The Employer shall maintain a service seniority list showing the date each employee commenced employment (Schedule A). An up-to-date service seniority list shall be posted in each Department and sent to the Staff Representative of the Union on October 1st and April 1st each year. Where within thirty (30) days of posting the Union does not dispute its accuracy, the seniority list shall be deemed accurate.

11.3 Loss of Seniority

- (a) An employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, shall not accrue seniority for leave periods over thirty (30) calendar days. An employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period. Upon returning the employee shall receive her position back, or a position of equal rank and salary.
- (b) An employee on a claim recognized by the Workers' Compensation Board (WCB) shall be credited with service seniority equivalent to what she would have earned had she not been absent and had been able to work.
- (c) An employee shall lose her seniority as an employee in the event that:
 - (1) she is discharged for just cause;
 - (2) she is on layoff for more than twelve (12) months;
 - (3) she substitutes into or occupies an excluded position for more than six (6) months;
 - (4) subject to Clause 11.4, she voluntarily terminates her employment or abandons her position.
 - (5) Following a layoff she fails to return to work when recalled as per the terms of Article 13.

11.4 Re-employment

An employee who resigns her position and within sixty (60) calendar days is re-employed shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority. Reinstatement and/or re-enrolment of benefits will be as per the guidelines of the Plan Carrier(s).

11.5 Care and Nurturing - Bridging of Service

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed, upon application she shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) The employee must have been a regular employee with at least two years of service seniority at time of termination.

- (b) The resignation must indicate the reason for termination and include a doctor's certificate stating that the dependent of issue requires such personal care.
- (c) The break in service shall be for no longer than six (6) years, and during that time the employee must not have been engaged in remunerative employment for more than six (6) months excepting employment with this Employer as an auxiliary.
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment for non-instructional staff.

Former employees who meet the conditions outlined above will have in-service status when applying for re-employment and shall, for the purpose of the selection process, be credited with recognition for the years of seniority accumulated to the effective date of termination.

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Postings

- (a) All new or vacant positions within the bargaining unit that are to be filled shall be posted on the bulletin boards for a period of not less than five (5) workdays prior to the closing date.
- (b) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, whether the position is subject to a criminal record check, whether one must be bondable, whether the employee is required to use her vehicle in the performance of the job, whether production of a driver's abstract is required, and, where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (c) Employees who fulfil the qualifications of the job posted shall be given priority in respect of placement in continuous positions, transfers and promotions within the bargaining unit before external applicants are considered for any position covered by this Agreement.

12.2 Role of Seniority on Promotions and Transfers

The Parties hereto agree that promotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to fulfil the job requirements. Where two or more applicants meet all the aforementioned requisites to fulfil the job requirements, have the same seniority date and are senior to all other applicants, preference in the award of the transfer or promotion shall be given (in sequential order) to applicants from the following designated groups:

- (a) band members;
- (b) persons of Aboriginal origin;
- (c) non-native persons.

12.3 Letter of Preference

In order that all permanent employees, and auxiliary employees who have seniority in accordance with Article 30 of this Collective Agreement, have an equal opportunity to apply on vacant or new bargaining unit positions for which they are qualified, such employees may submit a "*Letter of Preference*" indicating which positions/classifications they wish to apply on. Letters of Preference shall remain valid for six (6) months.

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

12.4 Notification of Job Competition Results

Unsuccessful in-service applicants to posted positions will be notified of the name and classification of the successful applicant. The unsuccessful applicants shall be notified in writing of the reasons why they were unsuccessful if they request such reasons within seven (7) calendar days of being notified of the name and classification of the successful applicant.

Where no requests have been received within seven (7) calendar days, the appointment of the successful applicant may be confirmed.

12.5 Trial Period on Promotions and Transfers

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

12.6 Disabled, Injured or Older Worker

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

12.7 Transfers Without Posting

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

12.8 Positions Temporarily Vacant

- (a) The Employer agrees that it is not the normal practice to increase an employee's workload as a result of positions being temporarily vacant. However, vacancies of a short duration, or vacancies occurring as a result of unplanned circumstances, or vacancies where a suitable replacement employee is not found, may dictate the necessity of employee(s) being asked to assist in other work areas.
- (b) Should the Employer choose to fill a temporarily vacant position and should the vacancy be known to last for two (2) weeks or longer, the Employer shall give qualified regular employees the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest-paying category.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Notification of Workforce Adjustment

- (a) The Employer will provide to the Union a list of vacant positions and a list of all employees issued notices, laid off, retired, in receipt of severance pay or placed pursuant to Article 13.

(b) The Employer agrees to supply the Union with as much advance notice as possible of expected position redundancies and employees to be designated for layoff.

13.2 Pre-Layoff Canvass

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

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

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

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

13.3 Redundancy

In the event a position(s) redundancy is required then such position redundancy shall occur in reverse order of service seniority within a classification. Such layoffs shall occur as per article 13.7.

13.4 Orientation Period

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

13.5 Layoff Notice

A regular employee who is issued a layoff notice shall receive two (2) calendar weeks notice of layoff, or pay in lieu as defined in article 13.6(b).

13.6 Layoff Options

A regular employee who is issued layoff notice shall elect one of the following options within two (2) calendar weeks:

- (a) to be placed on the regular recall list;
- (b) to displace the auxiliary employee with the longest remaining appointment for which she is qualified and/or to be placed on a list for both regular and auxiliary recall. An employee electing this option shall accrue regular seniority for all work assignments for which she has been recalled, however, the rate of pay for work available under this option shall be commensurate with the actual classification of the work assignment offered. Upon completion of each work assignment and for the purposes of Clause 11.3(c)(2), she shall re-establish her right to a further twelve (12) months of recall;
- (c) to elect retirement as per the retirement plan outlined under the rules in force by the Plan Carrier(s).
- (d) to sever her employment and receive severance pay based on as follows:
 - (1) after six (6) months to two (2) years of employment, two (2) weeks current salary, and;

(2) for each completed year thereafter, one week of current salary for each additional year of service;

(3) the employee will not receive an amount greater than two (2) months current salary.

13.7 Recall for Regular Employees

(a) Regular employees who are laid off shall be placed on a recall list for twelve (12) months.

(b) No new regular employees shall be hired until employees on the regular recall list are recalled as specified in Clause 13.7(c).

(c) A regular employee who opts to remain on the recall list shall be recalled in order of service seniority within the comparable classification provided she possesses the skills and abilities to perform the job.

(d) The Employer will attempt to reach the regular employee for regular position(s) by telephone first, and then by registered letter. The Employer will attempt to contact the regular employee for two (2) weeks before assigning the regular position to another person.

(e) It is the responsibility of the laid off employee to ensure that the Employer is kept notified of her current mailing address, telephone number and availability.

(f) If the recalled employee with the most service seniority is unavailable or refuses work, the employee with the next highest service seniority in the classification shall be recalled.

(g) (1) A regular employee who elects recall pursuant to Clauses 13.7(a) and (b) shall remain on the regular recall list for twelve (12) months from her date of layoff or until such time as she declines or does not respond to an offer of regular work. She shall not lose her service seniority during that period.

(2) However, seniority shall be accrued and wages and other benefits shall be paid only for periods worked.

(h) When a regular employee initially displaces an auxiliary employee in accordance with Clause 13.7(b), and there is no break in service, she shall remain on the benefit plans for which she is eligible, accrue but not be entitled to schedule vacation leave, and remain covered by the provisions of Article 19 for the duration of that appointment.

(i) A regular employee on the recall list may continue on the benefit plans for which she is eligible, according to the rules of eligibility of the Insurance and Plan carriers (Basic Medical Plan, Dental, Extended Health Care, Accidental Death and Dismemberment, and Group Life) by prepaying the premiums for such coverage.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

The regular work day for full-time employees shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 4:00 p.m., plus a one (1) hour unpaid break for a meal.

The regular work day for part-time employees shall consist of a scheduled period of time as determined by the Employer to occur between the hours of 8:00 a.m. and 4:00 p.m., plus if applicable, a one (1) hour unpaid break for a meal.

14.2 Work Schedule Changes

An employee will be given notice of forty-eight (48) hours of any changes to her schedule of work hours.

14.3 Rest Periods

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

14.4 Meal Periods

The scheduling and length of meal periods shall be mutually agreed upon, however, meal periods shall not be less than one-half (½) hour, or exceed one (1) hour, except that when adequate facilities are not available during inclement weather, employees may carry on with their duties during the normal break, subject to the approval of their local supervisor. On such occasion the employee(s) shall terminate their regular day's work earlier by the length of the missed meal break.

14.5 Minimum Hours and Reporting Pay

(a) In the event that an auxiliary employee is sent home prior to the completion of her shift, she shall be paid for the actual hours worked or for a minimum of four (4) hours, whichever is greater unless the employee is unfit to perform her duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.

In the event that an auxiliary employee reports for work but is sent home before commencing work, the employee shall be paid for two (2) hours at the employee's regular rate, unless the employee was advised by the Employer in advance not to report to work.

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

14.6 Staff Meetings

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

14.7 Extra-Curricular Activities

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

14.8 Shift Schedule

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

The Employer shall post the schedule of working hours for all employees. An employee will be given at least forty-eight (48) hours notice of any change to her working hours.

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

ARTICLE 15 - OVERTIME

15.1 Definitions

- (a) "*Overtime*" compensation will take effect on all hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half (1½) times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.

15.2 Authorization and Application of Overtime

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

15.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours.
- (b) Overtime shall be compensated for actual time worked.

15.4 Recording of Overtime

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

15.5 Sharing of Overtime

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

15.6 Overtime Compensation

The Employer and the Union agree that the normal practice shall be for overtime to be compensated with time off. An employee authorized to work overtime shall receive time off at the appropriate overtime rate at a time mutually agreeable to the employee and the Employer as follows:

- (a) For the first three (3) hours over the regular work day overtime shall be compensated at one and one-half (1½) the regular rate of pay.
- (b) After the first three (3) hours of overtime, all additional hours of overtime shall be compensated at double the regular rate of pay.
- (c) If an employee is required to work on a Statutory Holiday, the employee shall be compensated at double the regular rate of pay for the hours worked. Another day off to be taken in lieu of the Statutory Holiday will be granted if overtime worked is in excess of four (4) hours or more. The time off to be scheduled at a mutually agreeable time between the Employer and the employee.
- (d) An employee on authorized travel status will have her regular wages maintained during the course of such travel. An employee who has been asked by her supervisor or management representative to travel on special Kitamaat Village Council business such as meetings, etc. (not courses/seminars) and must travel outside of her regular working hours shall be compensated at the

applicable overtime rates for all hours travelled. The Employer shall determine the means of such travel.

(e) An employee who works overtime on her day of rest will be compensated in accordance with clause 15.6(a) and (b) after she has worked thirty-five (35) hours in a week.

(f) An employee may not have more than forty (40) hours of banked overtime accumulated at any one time. Employees who have banked overtime hours remaining at fiscal year end (March 31) shall be entitled to transfer those hours into the next fiscal year, up to a maximum of sixteen (16) hours

15.7 No Layoff to Compensate for Overtime

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

15.8 Right to Refuse Overtime

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

15.9 Overtime for Part-Time Employees

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

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

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

15.10 Callout Compensation

(a) An employee who is called back to work outside her regular working hours shall be compensated for a minimum of three (3) hours at the applicable rates in accordance with clause 16.6. The employee shall be compensated from the time she leaves her home to report for duty until the time she arrives back upon proceeding directly to and from work. Travel time shall not exceed one-half (½) hour each way.

15.11 Rest Interval After Overtime

An employee required to work overtime immediately following her regularly-scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

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

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

Any other holiday proclaimed as a holiday by the Federal or Provincial Government or by the Kitamaat Village Council (notwithstanding clauses 15.6 and 15.9) for the locality in which the employee is working shall also be a paid holiday.

16.2 Holidays Falling on a Day of Rest

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

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

16.3 Holiday Falling on a Scheduled Workday

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

16.4 Holiday Coinciding with a Day of Vacation

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

16.5 Christmas Closure

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

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

16.6 Spring Break

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

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

16.7 Paid Holiday Pay

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher-paid position than her regular position for a majority of the sixty (60) workdays preceding a paid holiday, in which case she shall receive the higher pay. For employees who work in excess of seven (7) hours per day, they shall receive the higher rate if they have been working in a higher-paid position for a majority of the four hundred and twenty (420) working hours preceding a paid holiday.

ARTICLE 17 - ANNUAL VACATIONS

17.1 Annual Vacation Entitlement

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

Vacation Years	Workdays	Hours
First to third	Twelve (12)	Eighty-four (84)
Fourth to Tenth	Fifteen (15)	One hundred and five (105)
Eleventh to twentieth	Twenty (20)	One hundred and forty (140)
Twenty-first and on	Twenty-five (25)	One hundred and seventy-five (175)

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

17.2 Vacation Earnings for Partial years

During the first partial year of service a new employee will earn vacation at the rate of one day for each month for which she earns ten (10) days'/seventy (70) hours' pay.

17.3 Vacation Scheduling

- (a) With the exception of authorized carryover, the scheduling and taking of vacations shall be on a fiscal year basis. "fiscal year", for the purpose of this Agreement, shall mean the twelve (12) month period from April 1st to March 31st inclusive.
- (b) Preference in the selection and allocation of vacation time shall be determined within each work unit on the basis of service seniority. Where an employee chooses to split her vacation, her second choice of vacation time shall be made only after all other employees concerned have made their initial selection.
- (c) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer. Such approval shall not be unreasonably withheld.

17.4 Vacation Pay

- (a) Payment for vacation leave will be at an employee's basic rate, except if an employee has been working in a higher-paid position than her regular position for a majority of the sixty (60) workdays preceding her vacation, in which case she shall receive the higher rate.

- (b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing.
- (c) Temporary and casual employees shall receive four percent (4%) vacation pay.

17.5 Approved Leave of Absence With Pay During Vacation

When an employee is qualified for Short Term Disability or Bereavement Leave, required for Jury Duty, or suffers a debilitating illness which is substantiated by a doctor, during her vacation period, there shall be no deduction from her vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer at the time of such leave and provide the necessary documentation within seven (7) days of returning to work.

17.6 Vacation Carryover

An Employee shall have the option of carrying over vacation credits from one fiscal year to the next, up to a maximum of fifty percent (50%) of total annual credits. No more than one and one half (1½) times the accumulated annual credit amount may be carried over from one fiscal year to the next. In addition, the Executive Director, in consultation with each employee, shall prepare a schedule of vacation leave, and post the said schedule in the administrative office.

17.7 Call Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency. An employee will be recredited one (1) day/seven (7) hours for each vacation day or portion of a vacation day disrupted by a callback.

17.8 Vacation Leave on Retirement

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

17.9 Vacation Credits Upon Death

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

17.10 Vacation Pay Upon Termination

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

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

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay for legitimate illness as recognized by a licensed medical practitioner. Absences over three (3) work days in duration must be substantiated with a medical certificate should the Employer require it.

18.2 Sick Leave Accrual

- (a) Sick leave shall be earned at a rate of one and one-quarter (1¼) days for every month worked. Such leave shall be accumulated and used as necessary in accordance with clause 18.1.
- (b) Upon request, an employee shall be provided with an accounting of her sick leave bank utilization and balance.
- (c) Sick pay shall be paid at the employee's current rate of pay on the occasion of each sick day.
- (d) It is agreed by the parties that there shall be no cash payouts of sick leave entitlement.
- (e) In consideration of the possibility that serious illness or hospitalization may occur early in the fiscal year, up to a maximum of eight (8) unused sick days may be carried over to the next fiscal year to be used or held until the end of the first quarter.
- (f) The cost of supplying such written information shall be borne by the Employer.

18.3 Notification of Absence

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

ARTICLE 19 - SPECIAL AND OTHER LEAVE

19.1 Bereavement Leave

- (a) An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days' leave without loss of pay or benefits, in the case of the death of an immediate family member, and a maximum of three (3) days for other members of her family.
- (b) "*Immediate family*" is defined as an employee's spouse, parent, child (includes adopted and step children), step parent, brother, sister, grandparents and grandchild.
- (c) "*Other family member*" is defined as guardian, foster child or child ward of the employee, father/mother-in-law, aunt, uncle, niece, nephew, and sibling-like relationship raised in the same household.
- (d) When travel outside of the local area (more than four hours drive one way) is required to attend the funeral of anyone referred to in clauses 19.1(b) and (c), the employee shall be granted up to three (3) additional regularly scheduled work days' leave without loss of pay or benefits. Proof of such travel, i.e. receipts, will be requested by Employer.
- (e) Employees who wish to attend to funeral services taking place in the Village, and who are not family members as outline in clause 19.1(b) and (c) may apply for other leave described in this Collective Agreement.
- (f) Should the Employer decide to close the Band Office for the funeral of a Band Member, employees so affected will not lose pay or benefits for the closure period.
- (g) An employee may choose to defer one of her bereavement entitlement days to be used for ceremonial reasons, i.e. Settlement Feast, Stone Moving, etc., related to the death of the family member.
- (h) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

19.2 Special Leave

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

- (a) marriage of the employee..... one (1) day;
- (b) attend wedding of the employee's child one (1) day;
- (c) birth or adoption of the employee's child..... one (1) days;
- (d) serious household or domestic emergency..... (1) day;
- (e) attend her formal hearing to become a Canadian citizen one (1) day;
- (f) attend funeral as pallbearer one (1) day;
- (g) court appearance for a hearing concerning an employee's child one (1) day.
- (h) serious illness - spouse or child two (2) days.
- (i) Attend a funeral one-half (½) day.

Approval of any of the above leaves may be subject to proof by documentation. The maximum number of leaves under this clause to be used in any one fiscal year shall be six (6). These leaves are not cumulative from year to year.

19.3 Full-Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay for a period of one (1) year:

- (a) for an employee to seek election in a Provincial or Federal election.
- (b) for an employee selected for a full-time position with the Union or any body to which the Union is affiliated.

19.4 Leave for Court Appearance

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

19.5 Elections

An employee eligible to vote in a Federal, Provincial, Municipal or First Nation election or a referendum shall have four (4) consecutive clear hours prior to closing of polls.

19.6 General Leave

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

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

19.7 Leave for Writing Examinations

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

19.8 Leave for Taking a Course

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

19.9 Leave for Medical and Dental Care

- (a) Where it is not possible for an employee to schedule her medical and/or dental appointment outside of regular work hours, reasonable time off for such appointments may be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in clause 18.1.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick credits described in clause 20.1 the necessary return travelling time to the nearest medical centre in order to receive medical and dental care for themselves and/or their dependent children. Such leave must be substantiated with a certificate of a qualified and licensed medical or dental practitioner.

ARTICLE 20 - MATERNITY LEAVE

20.1 Maternity Leave

- (a) A female employee who has completed six (6) months of continuous employment is entitled to maternity leave up to thirty-five (35) weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy and shall include certification from a qualified medical practitioner certifying that she is pregnant. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave may commence eleven (11) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

(d) An employee shall not return to work before the expiration of six (6) weeks following the actual date of the birth of the child.

20.2 Parental Leave

(a) Upon written request to the Employer, an employee who has completed six (6) months of continuous employment, shall be entitled to parental leave of up to thirty-five (35) consecutive weeks without pay.

(b) The aggregate amount of leave of absence from employment that may be taken by two employees in respect of the birth or adoption of any one child under this article shall not exceed thirty-five (35) weeks. Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-five (35) weeks parental leave between them.

(c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.

(d) Leave taken under this Clause shall commence:

(1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 20.1 or following the adoption pursuant to Clause 20.2;

(2) in the case of the other parent, immediately following the birth or adoption of the child.

The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the fifty-two (52) week period after the date of birth or adoption of the child. Such agreement shall not be unreasonably withheld. Such leave request must be supported by appropriate documentation.

20.3 Benefits Continuation

(a) For leaves taken pursuant to Clauses 20.1 and 20.2, the Employer shall maintain coverage and pay its share for Employee Group Benefits providing that the employee continues to pay her share of the costs before or during such leave.

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 20.4 or fail to remain in the employ of the Employer for at least six (6) months after her return to work, the Employer will recover monies paid pursuant to this Clause, on a pro rata basis.

20.4 Notice of Return to Work

An employee shall give one (1) month's notice of intention to return to work prior to the expiration of any leave taken under Clauses 20.1 or 20.2.

20.5 Entitlements Upon Return to Work

(a) Notwithstanding the provisions of Article 18, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clauses 20.1 or 20.2 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this Clause may be carried over to the following year, notwithstanding Clause 17.7.

(b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(c) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

(d) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity, parental or adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent maternity, parental or adoption leave.

(e) An employee who has returned to work following maternity leave may request a job reassignment, a modification to her job functions, or to the timing of her meal period or rest breaks, in order to accommodate the nursing of her child or to address post-partum complications or risks for which she is under a professional's care. A request pursuant to this Clause shall be accompanied by a certificate provided by a qualified medical practitioner providing treatment or overseeing care and shall include an opinion indicating the expected duration of the required accommodation and the activities or conditions which must be modified to eliminate risk and enhance the ability to return to unrestricted work.

(f) Where a request pursuant to (e) above is received by the Employer, it will examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job functions or schedule or reassign her. If continuing in her current job, during such deliberations, poses a risk, the employee shall be entitled to a paid leave of absence until she is notified, in writing, by the Employer that the accommodation is not reasonably practicable.

(g) An employee who receives an accommodation pursuant to (f) above, shall be deemed to continue to hold the job she had at the time of the request for accommodation and she shall continue to receive the wages and benefits attached to that job. If accommodation is not reasonably practicable, the employee will be granted a leave of absence and can draw upon sick leave credits, short term disability or other approved paid or unpaid leave under this Agreement.

20.6 Wage Replacement

(a) Illness arising due to pregnancy during employment and prior to maternity leave of absence may be charged to normal sick leave credits or, if applicable, may be covered by the Short-Term Disability provisions.

(b) An employee who has commenced a leave pursuant to Clauses 20.1 and 20.2 or any extensions to those leaves, shall be entitled to benefits under any income-replacement scheme or insurance plan in effect at the worksite on the same terms as any employee absent for health-related reasons and is entitled to benefits under the scheme or plan.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

21.1 Statutory Compliance

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

21.2 Joint Occupational Safety and Health Committees

The Parties agree that the intent of this Agreement is to ensure that all employees shall have the maximum possible access to Occupational Safety and Health.

(a) A Union representative shall be appointed by the Union and an Employer representative shall be appointed by the Employer.

(b) Any safety concerns will be brought to and addressed at staff meetings.

- (c) Employees who are safety representatives shall not suffer any loss of basic pay for the time spent attending a staff meeting, a job site inspection, safety training, or accident investigation in accordance with WCB Regulations and/or Canada Labour Code.

Worksite inspections and accident investigations shall be scheduled during normal working hours whenever possible.

21.3 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of the safety representative, after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the Workers' Compensation Act. Where an employee acts in compliance with Section 3.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, she shall not be subject to disciplinary action.

21.4 Investigation of Accidents

- (a) All accidents occurring at the bargaining unit members' place of work shall be investigated jointly by the appointed safety representative and the supervisor or his delegate.
- (b) Reports shall be submitted on an Accident Investigation Form, which may be amended by mutual agreement, and copies sent to:
 - (1) The Workers' Compensation Board, if applicable;
 - (2) The Employer's designate;
 - (3) The Union's safety representative.
- (c) In the event of a fatality, the Employer shall immediately notify the President of the Union (or designate) of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

21.5 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act Shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

21.6 Injury Pay Provision

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

21.7 Transportation of Accident Victims

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

21.8 Pollution Control

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

21.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

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

21.10 Employee Working Alone

- (a) A written procedure for checking the well being of a worker assigned to work alone and where the employee may not be able to secure assistance in the event of misfortune or injury shall be developed.
- (b) The procedure for checking a worker's well-being must include the time interval between checks and the procedure to follow in case the employee cannot be contacted, including provisions for emergency response.

21.11 Communicable Disease Protection

- (a) The Parties to this Agreement share a desire to prevent acquisition and transmission of communicable disease where employees may come into contact with a person and/or possessions of a person with a communicable disease.
- (b) In respect of communicable diseases and basic hygiene, it is the intent of the parties, to work out a schedule with the Haisla Community Health Centre, which would involve the nursing staff making regular visits to the school in order to provide education on the following issues:
 - (1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;
 - (2) post-exposure protocols;
 - (3) measures necessary for the establishment of a work environment with minimal risk to exposure to or infection by communicable diseases.

21.12 Workplace Violence

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, persons in care, or the public.
- (b) The Employer and the Union agree to encourage the reporting of all incidents of violence.
- (c) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, a person in care, or another member of the public, subject to statutory limitation.
- (d) Immediate critical incident stress debriefing and post-traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.
- (e) The Employer shall report all incidents of physical violence including threats of a violent nature to the RCMP.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 Recognition

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

22.2 Notice

When the Employer intends to introduce a technological change:

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

22.3 Data To Be Provided

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

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

22.4 Consultations

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

22.5 Resulting Agreements

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

22.6 Failure to Agree

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

ARTICLE 23 - CONTRACTING OUT

23.1 No Contracting Out

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

ARTICLE 24 - HEALTH AND WELFARE

24.1 Benefits and Amount of Coverage

Regular employees who work more than thirty (30) hours per week will receive health and welfare benefits, as set out in the Benefit Booklet in Appendix 1. The Employer shall pay fifty (50) percent of the regular premiums except as otherwise specified in this Agreement.

24.2 Long -Term Disability Elimination Period and Top-up

Employees may choose to utilize vacation, earned time off and compensatory leave bank entitlements to cover sick days preceding Long-Term Disability coverage or to supplement Long-Term Disability coverage by using a fraction of a day per sick day to a maximum of one hundred percent (100) of regular pay.

24.3 Entitlement to Benefit

(a) A full-time employee on leave of absence without pay can maintain coverage under article 24, for the duration of her leave, by paying the full cost of the premiums, providing there are no restriction in the carriers' contracts to the contrary. Other than in the case of leave granted pursuant to article 20, and subject to clause 24.3(c), the employee shall be responsible for the full cost of the benefit premiums effective the twenty-sixth (26th) day of unpaid leave.

(b) A full-time employee on Long Term Disability benefits or on a claim recognized by the Workers' Compensation Board shall have her benefit premiums maintained.

(c) Full-time employees who do not elect to maintain coverage pursuant to clause 24.3(b) or whose coverage expires under same, who later return to work, shall not have to requalify for coverage, providing that the leave has not exceed one (1) year or that such does not conflict with the provisions of the carrier's contracts.

(d) An employee who, upon retirement, qualifies for vacation payout and/or severance pay, shall elect to receive such monies over the period of time equal to the commuted time value of the vacation pay and/or severance pay to be maintained on the benefit plans during such time.

24.4 Medical Examination

Where the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense during working hours. However, should the Insurance Carrier require the employee to submit to a medical examination, as a result of the employee's request for addition or change in benefits, it is at the expense of the employee on his/her own time.

24.5 Health and Welfare Benefit Carriers and Plan Publications

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

(b) The Union shall be notified of any change to benefit carrier.

24.6 Legislative Changes

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

24.7 Employee Assistance Program

Health Canada provides the funding to Kitamaat Village Council in order to provide the services of the following assistance programs:

- Community Based Psychologist
- Alcohol and Drug Counsellor
- Family Therapist

These programs are available to all residents of Kitamaat Village, all Haisla Nation Band Members, and employees of Kitamaat Village Council at no cost to the individual.

24.8 Definition - Full-Time

For the purpose of Article 24 "*full-time*" shall refer to employees who work thirty (30) hours or more per week on a regular basis or are in receipt of pay equivalent to thirty (30) hours or more per week on a regular basis.

24.9 Error and Omissions

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

24.10 Death Benefit & Continuation

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

ARTICLE 25 - EDUCATIONAL ASSISTANCE AND TRAINING

25.1 Concept

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

25.2 Employer-Required Courses

- (a) Where the Employer requires the employee to take training or refresher courses or attain or maintain particular levels of occupational licensing or certification, the employee shall be granted leave with pay to attend the course.

(b) Where the Employer requires an employee to upgrade her skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as provided in this Agreement will be borne by the Employer.

(c) The Employer shall bear the full expenses associated with the course or occupational training. This shall include tuition, entrance or registration fees, laboratory fees and course-required books, etcetera. The Employer shall also reimburse the employee for her travelling costs, subsistence and legitimate expenses where applicable.

25.3 On-the-Job Training

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

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one gender for any work at rate of pay that is less than the rate of pay at which a person of the other gender is employed for similar or substantially similar work.

26.2 Paydays

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

26.3 Payroll Deductions

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

26.4 Rates of Pay

(a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this Agreement. For information purposes the applicable rates of pay are recorded in Appendix 5 of this Agreement.

(b) The Employer agrees that there shall be no alteration of any employee's time sheet without prior discussion with the employee. Any dispute in this regard is subject to the grievance procedure.

(c) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

(d) No employee shall suffer a reduction in salary or benefits as a result of the implementation of this Agreement.

26.5 Substitution Pay

(a) When an employee temporarily substitutes in or performs the principal duties of a higher-paying position, for one (1) hour or more, she shall receive the rate for the job, for such hours worked, where a

single rate is established. Substitution pay is not payable when an employee has not been designated by the Employer to substitute. Such substitution shall be authorized in writing in advance.

(b) Whenever possible, existing employees shall be given the opportunity to fill positions that are temporarily vacant and the Employer may utilize an auxiliary employee to fill the vacancy created by the regular employee filling the temporary position.

26.6 Pay on Temporary Assignment

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

26.7 Salary Protection and Downward Reclassification of Position

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

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

(a) "*Vehicle Allowances*": Vehicle allowances for all distances travelled on Employer business shall be paid to employees required to use their own vehicles in the performance of their duties. Rates will be in accordance with Government of Canada Treasury Board Guidelines as used by Kitamaat Village Council.

(b) "*Meal Allowances*": Meal allowances for time spent away on Employer business will be in accordance with Government of Canada Treasury Board Guidelines as used by Kitamaat Village Council.

(c) "*Incidentals and Board and Lodging Allowances*": These allowances for expenses incurred while on Employer business will be in accordance with Government of Canada Treasury Board Guidelines as used by Kitamaat Village Council.

(d) "*Public Transportation*": Employees required to travel on Employer business outside the local area will have such travel arranged on the most economical public transportation available, i.e., Economy airfare, or Commercial Buses. An employee who chooses to use her own vehicle (subject to any extra time off being approved) will be given the equivalent public transportation fare.

26.9 Salary Rate upon Employment

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

26.10 Reimbursement of Reasonable Expenses

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

26.11 Salary on Demotion

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

ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION**27.1 Job Evaluation Plan**

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

27.2 Job Descriptions

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

27.3 Classification and Salary Assignments

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

27.4 Classification Appeal Procedure

An employee shall have the right to appeal, through the Union, the classification of the position she occupies. Such an appeal shall be in accordance with the provisions of this Clause and shall not be considered a grievance under Article 8 of this Agreement.

- (a) If an employee believes that the position she occupies is improperly classified, she shall notify her immediate supervisor in writing, with a copy to the Union Staff Representative, that she is initiating an appeal pursuant to Article 28. The written notification shall request a written job description describing duties and responsibilities, which shall be provided within thirty (30) days of the request. Such job descriptions shall be consistent with the employee's assigned duties.
- (b) Once received, the employee and her immediate supervisor shall review the job description and attempt to reach consensus on its content and the appropriate classification level of the position.
- (c) Where a dispute remains and the employee is still of the belief that her position is improperly classified, the employee shall forward to the Human Resources Manager, or designate, with a copy to the Union Staff Representative, written notification that she is proceeding with her reclassification request. Such notification must be received by the Human Resources Manager, or designate, within

thirty (30) days of the date that the response was due pursuant to Clause 28.4(a) above, or the employee's reclassification request will be deemed abandoned.

(d) The Human Resources Manager, or designate shall respond within sixty (60) days of such a request providing written rationale for the Employer's classification determination.

ARTICLE 28 - LABOUR-MANAGEMENT COMMITTEE

28.1 Responsibilities (Objectives)

The Labour-Management Committee provides a forum in which Union and Employer concerns or problems may be addressed and discussed informally outside of negotiations or grievance/arbitration procedures. The committee shall endeavour to maintain harmony between the Employer and its employees, establish a means of open communication, solve problems and provide feed back on management practices and labour activities.

28.2 Membership

The minimum size of this committee shall be two (2) Employer representatives and two (2) Union representatives, to a maximum of three (3) Employer representative and three (3) Union representatives. Management representatives on the Committee will be appointed by the Employer and Union representatives will be appointed by the Union and will generally be the Bargaining Committee responsible for negotiating the current Collective Agreement. When the agenda involves an operational worksite issue, a Union-appointed steward(s) will be invited to attend. Either party may invite special guests.

28.3 Procedure

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

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

28.4 Conduct of Meetings

- (a) The Union and Management Coordinators will attempt to schedule meetings at least once every sixty (60) calendar days, or at the call of either Party, at a mutually agreeable time and place.
- (b) A Chairperson shall be appointed by the Committee. The appointment to Chairperson shall take place on a rotational basis, alternating between Union and Management representatives.
- (c) A Recording Secretary shall be present at all meetings of the Committee and minutes of the proceedings will be recorded, transcribed, and typed in draft form for review within a one (1) week period. Each Party shall have a minimum of two (2) persons review the draft minutes and, upon agreement by both Parties, these two (2) persons shall sign the minutes as being approved. Once

approved the posting of the minutes may take place and the minutes will be distributed to each Committee Member for adoption at the subsequent meeting. Minutes will be posted at all bulletin board locations.

(d) Upon mutual consent of the Parties, issues of a time sensitive or confidential nature will be recorded as an "*in camera*" set of minutes, not to be distributed on bulletin boards.

(e) The Committee shall be responsible for ensuring that proper limits of authority and confidentiality are respected.

28.5 Jurisdiction of Committee

(a) The Committee does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

(b) The Committee does not have the jurisdiction to discuss, make recommendations on or initiate action on active grievances.

ARTICLE 29 - AUXILIARY EMPLOYEES

29.1 Auxiliary Appointments and Qualifying Periods for Benefits

(a) An auxiliary employee shall receive a letter of appointment clearly stating her employment status and expected duration of employment. A copy of each auxiliary employment letter will be sent to the local BCGEU Area Office.

(b) Auxiliary employees will be entitled to Health and Welfare Benefit coverage pursuant to Clauses 22.1 and 26.07 effective the beginning of the month following the month in which they attain fourteen hundred (1400) hours worked.

(c) The Parties agree that straight-time hours credited for the purposes of benefit entitlement pursuant to Clause 29.1(b) above shall include:

- (1) all hours worked at straight-time rate'
- (2) designated paid holidays or days off in lieu in accordance with Article 16;
- (3) annual vacation in accordance with Clause 26.6;
- (4) leave pursuant to Clauses 29.1(d) and 29.3(b) and (c).

(d) Any employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what she would have earned had she not been absent and had been able to work.

29.2 Layoff and Recall

(a) (1) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a Group as set out in Appendix 3.

(2) Auxiliary employees laid off subject to (1) above or Clause 22.2(c)(2) shall be entitled to displace working junior auxiliary employees within their Group. Where such displacement occurs, the employee must be qualified to perform duties of the displaced employee.

(b) Auxiliary employees on layoff shall be recalled in order of service seniority within a Group, provided the auxiliary employee is qualified to carry out the work which is available.

(c) Notwithstanding (a) above, auxiliary employees hired for seasonal work, or a term certain of less than twenty (20) workdays, shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.

- (d) (1) The Employer shall attempt to reach auxiliary employees by telephone. Such attempts shall be recorded.
- (2) If the Employer is unable to contact auxiliary employees by telephone for two (2) consecutive days the employees will be immediately advised by registered mail of the date, time and results of the contact attempts and that they are considered to be unavailable for work.
- (3) In the Event the Employer is not able to contact a senior auxiliary for work which is offered and hires a junior auxiliary, the junior employee shall be notified at that time of the proposed duration of the work assignment and will also be informed that a more senior auxiliary employee may replace her.
- (e) An auxiliary employee shall lose her service and classification seniority in the event that she:
- (1) becomes a regular employee;
 - (2) is terminated for cause;
 - (3) voluntarily terminates or abandons her position;
 - (4) is not recalled for a work assignment in a twelve (12) month period;
 - (5) is unavailable for or declines three (3) consecutive offers of re-employment in each seasonal period, i.e., winter shift or summer shift.

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

(f) Where auxiliary employees are contacted and decline work, including assignments in an emergency situation, other than for reasons outlined below and communicated to the Employer at the times designated, they will be considered to have declined work for purposes of Clause 30.2(e)(5):

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

(g) Auxiliary employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work pursuant to Clause 29.2(e)(5). It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

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

29.3 Application of Agreement

(a) Except as otherwise noted in this Article, the provisions of Articles, 3, 18, 19, 20, 21 and 25 do not apply to auxiliary employees. The provisions of all other Articles apply to auxiliary employees, except as otherwise indicated.

- (b) Auxiliary employees shall be entitled to the provisions of Clause 19.1 (Bereavement Leave) without loss of seniority but without pay.

29.4 Annual Vacations

Auxiliary employees will be entitled to receive vacation pay at the rate of four percent (4%) of their basic earnings. Any auxiliary may opt to receive her earned vacation pay upon termination or calculated up to November 30th and paid before December 31st of the year in which the vacation pay was earned.

ARTICLE 30 - GENERAL CONDITIONS

30.1 Transportation of Children or Clients

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

30.2 Comprehensive Insurance

- (a) The Employer agrees to provide comprehensive insurance covering tools, reference texts and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer. The Employer shall pay any deductible amounts for comprehensive insurance.
- (b) The employee agrees to provide a list of such items to the Employer and they shall update the list as necessary. This list shall be kept on the employee's personnel file.

30.3 Indemnity

- (a) *Civil Actions* - Except where the Judicial System considers that there has been a flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of her duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee. Where the employee is found to be wilfully negligent, the employee will be subject to disciplinary action up to and including discharge.
- (b) *Criminal Actions* - Where an employee is charged with an offence resulting directly from the proper performance of her duties and is subsequently found not guilty, the employee shall be reimbursed for all reasonable legal fees.
- (c) *Civil and Criminal Action* - At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of Counsel chosen by an employee.
- (d) *Civil and Criminal Actions* - In order that the above provision shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of event which may lead to legal action against her and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
- (1) when the employee is first approached by any persons or organization notifying her of intended legal action against her; or
 - (2) when the employee herself requires or retains legal counsel in regard to the incident or course of events; or
 - (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee; or

- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that she might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

30.4 Copyright

Employees will be subject to the Copyright Act and Regulations.

30.5 Copies of the Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and her rights and obligations under it. For this reason, the Union shall arrange for printing of sufficient copies of the Agreement for distribution to employees. The Agreement shall be printed in a Union shop and bear the recognized Union insignia. The cost of such printing shall be shared equally.

30.6 Staff Confidentiality

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

30.7 Private Vehicle Damage

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

30.8 Personal Property Damage

- (a) Where the Employer requires/approves that an employee's personal possession(s) are to be at the worksite, and subsequently such personal possession(s) is/are damaged by a person in the care of the Employer, the Employer shall pay, up to a maximum of one hundred dollars (\$100), the replacement costs or personal deductible insurance, provided such personal possessions are of type suitable for use while on duty.
- (b) On request, and with reasonable notice, the Employer may provide a secure space for employees to store such personal possessions, wallets and/or purses when the employees are at their worksite. However, the Employer assumes no responsibility for personal items brought to work without being required by the Employer that end up lost or stolen.

30.9 Suspension of Driver's Licence

- (a) Where an employee who is required to hold a valid Driver's Licence as a condition of employment, has her Driver's Licence suspended for one (1) year or less:
 - (1) The employee will retain her regular position on the workforce and shall be engaged in other duties for which she is qualified. She shall be paid at the rate established for the duties engaged in for the period of suspension. In the event such employment does not exist the employee may, upon the exhaustion of ETO, CTO and vacation entitlement, apply for leave of absence without pay to cover the period involved.
 - (2) A letter shall be written by the supervisor to the employee advising her of her status during the period of Licence suspension. In cases of Driver's Licence suspensions on medical grounds, each case is to be examined on its own merits including referral to the Labour-

Management Committee. In determining any action with regard to the employee concerned, the recommendations of the Labour-Management Committee must be taken into consideration.

(3) On the second occurrence of Licence suspension, action may be taken to dismiss the employee for just cause where her principle duties involve the operation of a vehicle or equipment.

(b) Where an employee, who is required to hold a valid Driver's Licence as a condition of employment, has her Driver's Licence suspended for more than one (1) year, the employee may be suspended immediately for just cause. This shall be confirmed in writing by the Employer.

(c) Discipline arising in respect of this clause is subject to the grievance procedure.

30.10 Point of Assembly

(a) Every employee will be assigned a headquarters and a regular point of assembly within her headquarters. A regular point of assembly is the location where the employee daily reports for work and will be an established point such as a yard, maintenance depot, office, etcetera. An employee's shift or workday shall commence from the time she is required to report for assignment. The regular point of assembly will be changed only in accordance with Articles 12 and 13 of this Agreement or by mutual agreement.

(b) For those employees in locations where there has been more than one recognized regular point of assembly and employees have been assigned to work at any of these regular points of assembly, the Employer will advise the employee of the regular point of assembly to which she is to report with as much advance notice as is reasonably possible.

(c) When an employee is assigned to a work or training location so far removed from her headquarters or point of assembly that it is impractical for her to be returned to her regular point of assembly at the end of each workday, she will be provided with accommodation, board and lodging allowances in accordance with Clause 27.20 of this Agreement.

(d) Where an employee works away from her regular or temporary point of assembly, as the case may be, she will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the applicable overtime rates.

(e) The Employer shall consult with an employee whose duties require her to be absent from her headquarters for extended periods and, subject to operational requirements, shall allow the employee to travel at a time convenient to the employee.

30.11 Supply and Maintenance of Clothing

The Employer shall supply, on a pre-approved and "*as needed*" basis, such safety clothing and/or equipment as necessary for the safe performance of job duties. The maximum reimbursable amount per regular employee will not exceed seventy-five dollars (\$75) per fiscal year.

30.12 Work Group

(a) Where more than one work group works out of a common point of assembly each work group shall be considered completely independent for the following purposes:

- substitution
- rotation of shifts
- allocation of overtime'
- preference in vacation
- training courses

(b) Where the Employer proposes a change in work groups, the matter shall be subject to agreement between the Parties.

30.13 Technical Orders

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

30.14 Work and Supervisory Assignment by Service Seniority

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

30.15 Administration of Medication

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

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

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

ARTICLE 31 - SAFEGUARDING VULNERABLE PEOPLE

31.1 Purpose

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

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

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

ARTICLE 32 - TERM OF AGREEMENT

32.1 Duration

This Agreement shall be binding and remain in effect to midnight May 31, 2008.

32.2 Notice to Bargain

- (a) This Agreement may be opened for Collective Bargaining by either Party giving written notice to the other Party on or after February 1, 2008 but in any event not later than midnight, March 31, 2008.
- (b) Where no notice is given by either Party, prior to March 31st, 2008 both Parties shall be deemed to have given notice under this section on March 31, 2008.
- (c) All notices on behalf of the Union shall be given by the Staff Representative of the Union and similar notice on behalf of the Employer shall be given by the Human Resources Manager, or designate.

32.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 32.2 of this Agreement, the Parties shall, within thirty (30) calendar days after the notice was given, commence collective bargaining. This time frame may be extended by mutual agreement but the same must be in writing.

32.4 Changes in Agreement

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

32.5 Loss of Program Funding

The Union recognizes the fact that Kitamaat Village Council is one hundred percent (100%) funded by the federal government. Then Union further acknowledges and agrees that should funding be eliminated or decreased in whole or in part, the employer shall have no recourse but to reduce, change or cease operations accordingly.

Layoffs or changes will be done in accordance with this Collective Agreement.

32.6 Terms of Settlement

The Parties agree to recommend the agreed to terms of settlement to their respective principals as reached on June 20, 2005.

Ratification of the Collective Agreement will be concluded by the respective parties no later than June 20, 2005.

All provisions are effective date of ratification unless otherwise specified.

32.7 Agreement to Continue in Force

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman,
President

Steve Wilson,
Chief Councillor

Stan Omejc,
Bargaining Unit Chairperson

Keith Nyce
Executive Director

Eva Wilson,
Bargaining Unit Chairperson

Murray Grant
Councillor

Wes Law,
Bargaining Committee Member

Dated this _____ day of _____, 2005.

APPENDIX 1

BENEFITS PLAN FOR STATUS EMPLOYEES

**Kitimaat Village Council
Benefits Plan for Status Employees**

Policy No. 54510-G

Effective Date October 1, 1994

This group Plan arranged by:

Colleen Nyce & Brad O'Morrow
(Sun Life Representatives)

Telephone Number (604) 635-6146

APPENDIX 1B
BENEFITS PLAN FOR NON-STATUS EMPLOYEES

Kitimaat Village Council
Benefits Plan for Non-Status Employees

Policy No. 54510-G

Effective Date October 1, 1994

This group Plan arranged by:

Colleen Nyce & Brad O'Morrow
(Sun Life Representatives)

Telephone Number (604) 635-6146

APPENDIX 2

BARGAINING UNIT EXCLUSIONS

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

- Haisla Capacity Development Society Manager
- Education Assistant.

APPENDIX 3
WORK GROUPS

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

- Janitorial Maintenance
- Teaching Assistant
- Secretary
- Language Instructor
- Bus Driver
- Nursery School

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

APPENDIX 4

LIST OF SINGLE ARBITRATOR

In any case in which an Arbitrator shall be required under this Agreement, a single Arbitrator shall be selected by mutual agreement of the Parties.

APPENDIX 5
WAGE RATES

Title	Current Wage
Teacher Assistant 1	14.44/hr
Teacher Assistant II	8.32/hr
Secretary/Receptionist	14.28/hr
Language Instructor	16.00/hr
Nursery Teacher	12.01/hr
Janitor	14.98/hr
Bus Driver	14.98/hr

Wage reopener for Support Staff on May 31, 2007.

APPENDIX 6

PENSION PLAN

MANULIFE

The Pension Plan Document

RPP-PLAN-PBSA

GN(GRO)(0799)

APPENDIX 7
TRAVEL RATES

Item	Rate	Date Amended
Breakfast	\$10.00	April 1, 2001
Lunch	\$10.30	April 1, 2001
Dinner	\$27.60	April 1, 2001
Incidentals	\$11.50	April 1, 2001
Daily Total	\$59.40	April 1, 2001
Mileage	37¢ per km	April 1, 2001

**APPENDIX 8
JOB DESCRIPTIONS**

MEMORANDUM OF UNDERSTANDING #1

The Parties agree that a Joint Committee will meet within sixty (60) days of ratification of this Agreement, to develop job descriptions and classifications for non-instructional staff.

SCHEDULE "A"
SENIORITY LIST

- | | | |
|----|-------------------|--------------------|
| 1. | Ivy Maitland | September 6, 1989 |
| 2. | Stan Omejc | August 28, 1991 |
| 3. | Jeannie Blain | September 11, 1995 |
| 4. | Christine Doherty | September 7, 1999 |
| 5. | Eva Wilson | September 5, 2000 |
| 6. | Carmen Bolton | January 22, 2001 |

**LETTER OF INTENT #1
CONTINUED PROBLEM-SOLVING**

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

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

**LETTER OF UNDERSTANDING #1
POST-SECONDARY SECRETARY**

The Parties agree that the post-secondary secretary position be included in the bargaining unit.

LETTER OF UNDERSTANDING #2
RELIEF RATE JANITOR AND SECRETARY RECEPTION POSITIONS

The Parties agree that the relief employee rate for Janitor and Secretary Reception positions will be nine dollars (\$9.00) per hour.

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