

COLLECTIVE AGREEMENT

BETWEEN:

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

Party of the First Part;

AND:

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

Party of the Second Part.

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

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

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

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

THEREFORE the Parties agree to the following:

ARTICLE 1 RECOGNITION OF UNION

1.01 Bargaining Unit

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

1.02 Exclusions

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

Secretary-Treasurer
Assistant Secretary-Treasurer

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

1.03 Union Membership

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

1.04 Union Dues

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

1.05 Representation

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

1.06 Union Bargaining Committee

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

1.07 Picket Lines

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

1.08 Union Due Receipts

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

1.09 Sexual Harassment

- (a) The Board and CUPE Local 2298 recognize the right of CUPE members to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of sexual harassment which may arise in the workplace.
- (b) Sexual harassment is defined as unwelcome sexual advance, requests for sexual favours, and other verbal or physical conduct of a sexual nature when:
 - (i) submission to such a conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
 - (iii) such conduct interferes with an individual's work performance or creates an intimidating, hostile, or defensive working environment.
- (c) The Board undertakes to take appropriate disciplinary action if an allegation of sexual harassment is substantiated.

1.10 Harassment

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

- (f) No individual shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of harassment.

1.11 Labour Management Relations Committee

- (a) A Labour Management Relations Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the District.
- (b) The Committee shall enjoy full support of both parties and shall meet once per month or as otherwise mutually agreed. Employees will not suffer loss of pay for attendance at such meetings.
- (c) Without limiting the purpose of the Committee, it shall concern itself with improving the relations between the District and its employees; improving service to the Students; and correcting matter of mutual concern. The Committee shall not deal with grievances filed pursuant to the Collective Agreement.
- (d) Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting and thereafter they shall be posted on the bulletin boards at all worksites in the District.

ARTICLE 2 DEFINITIONS

2.01 Regular Employee

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

2.02 Part-Time Employee

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

2.03 Temporary Employee

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

as a temporary employee.

- (b) A temporary employee replacing a regular employee who is on a leave of over ten (10) months, shall, for benefit purposes only, be considered by the payroll department as a regular employee.

2.04 Casual Employee

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

2.05 Term Employee

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

2.06 Employee-in-Training

The Board may appoint an employee who does not meet the minimum requirements of the position to that position, and such an employee shall be considered "in training". Such appointment shall only be made when there are no qualified applicants to fill the position. The appointment shall give the appointee the opportunity to acquire the required qualifications. The appointment shall be for a specific period, not to exceed six (6) months, and shall be renewable, provided suitable progress is taking place. The Union shall be advised of any appointments or re-appointments "in training".

ARTICLE 3 MANAGEMENT RIGHTS

3.01 General

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

ARTICLE 4 POSTINGS

4.01 Job Postings

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

4.02 Information in Postings

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

4.03 Notification of Employee and Union

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

ARTICLE 5 PROBATION

5.01 Definition

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

ARTICLE 6 TRIAL PERIOD

6.01 Trial Period

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

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

6.02 Appointment Out of Unit

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

ARTICLE 7 SENIORITY

7.01 Definition

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

7.02 Promotions and Transfers

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

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

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

7.03 Seniority List

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

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

7.04 Seniority Accumulation

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

7.05 Loss of Seniority

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

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

7.06 Secondary Seniority

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

(e) Commencement Date

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

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

(g) Assignment of Casual Work

Employees who have recognized secondary seniority shall be offered short-term work for which they are qualified on the basis of their secondary seniority.

(h) Loss of Secondary Seniority

An employee shall only lose secondary seniority in the event:

- (i) the employee fails to respond to eight (8) consecutive call-ins or call-outs. It is understood that an employee who is unavailable for call-in or call-out shall notify the employer in advance, except in emergencies. Casual and temporary employees shall not lose seniority if they are unable to work due to vacation, sickness, accident, disability or extenuating circumstances.
- (ii) the employee is discharged for just cause and not reinstated.
- (iii) the employee self-terminates his employment with the Board.
- (iv) the employee has not worked for the Board for a period longer than fifteen (15) months.

ARTICLE 8 LAYOFF AND RECALL

8.01 Definition

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

8.02 Layoff

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

8.03 Recalls

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

8.04 Notice of Layoff

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

- (a) two (2) week's notice where the employee has completed a period of employment of at least six (6) consecutive months, and
- (b) after the completion of a period of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice, up to a maximum of eight (8) week's notice.
- (c) the Board is under no obligation to give notice of layoff to a term employee for

those days when school is not normally in session.

- (d) when the Board lays off an employee and fails to comply with this Article, the Board shall pay the employee pay equal to the balance of the period of notice required.
- (e) a notice of layoff is not required for temporary employees who are hired for a specified period or for a limited indefinite period.

8.05 Bumping Procedures

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

ARTICLE 9 DISMISSAL AND DISCIPLINE

9.01 Just Cause

The Board may dismiss or discipline any employee for just and reasonable cause. Just and reasonable cause shall include an employee showing up for work under

the influences of alcohol or illicit drugs and shall also include the consumption of alcohol or illicit drugs while being on the job.

9.02 Warning

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

9.03 Personnel File

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

9.04 Confidentiality

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

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Definition

A grievance shall be defined as any difference arising out of the interpretation, application, operation or alleged violation of this Agreement, including any difference arising from the suspension, discipline, or dismissal of any employee; and including any question or difference as to whether a matter is arbitrable. Such

question or difference shall be final and conclusively settled without the stoppage of work in the following manner:

Step 1

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

Step 2

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

Step 3

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

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

10.02 Arbitration

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

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

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

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

Each party shall pay one-half (½) of the expenses and fees of a single arbitrator or the chairperson of a tribunal; and each party shall pay the fees and expenses of its appointees to a tribunal.

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

10.03 Policy Grievance

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

10.04 Pay for Union Representative

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

ARTICLE 11 DAYS AND HOURS OF WORK

11.01 Days of Work

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

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

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

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

11.02 Hours of Work

The regular full-time work day shall be seven and one-half (7 ½) hours for clerical and paraprofessional employees, exclusive of a meal break.

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

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

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

11.03 Four (4) Hour Minimum Work Day

- (a) The Board is committed to providing minimum of four (4) hours of work for a regular/continuing employee reporting for work and for a temporary employee reporting for work who has posted into the position.
- (b) Exemption from the four (4) hour minimum:
 - (i) student/noon hour supervisor
 - (ii) crossing guards
 - (iii) small schools with fewer than one hundred fifty (150) students in which case a two (2) hour minimum will apply
 - (iv) other positions by mutual agreement
- (c) The four (4) hours shall be consecutive but may exclude a lunch period of up to one (1) hour or a short period as defined elsewhere in the collective agreement.
- (d) Bus drivers are exempt from the requirement of consecutive hours. The daily hours for bus drivers shall be completed with a period of twelve (12) consecutive hours.
- (e) Where posting of additional hours is required, additional hours of less than four (4) hours may be posted as "additional hours" and are available to employees who are available to accept the hours, in addition to their current assignment. Where posting of additional hours is not required, additional hours may be assigned as per the collective agreement.

- (f) The four (4) hour minimum shall begin or continue to be implemented immediately and completed no later than the commencement of the 2001-2002 school year.
- (g) A Joint Implementation Committee shall be established to deal with the implementation of the four (4) hour minimum. In order to attend the four (4) hour minimum for employees who are currently working less than four (4) hours per day, the Committee shall consider:
 - (i) the combination of positions;
 - (ii) the elimination of current positions of less than four (4) hours in duration and the layoff of employees in those positions;
 - (iii) the reassignment of hours from positions currently less than four (4) hours;
 - (iv) the posting requirements, if any, for combined positions;
 - (v) the applicability of other articles in the collective agreement;
 - (vi) Whether or not school meal/food service assistants should be listed in the exemptions where they currently work less than four (4) hours per day;
 - (vii) the implementation of the four hour minimum during the 2000-2001 school year as funds are made available from the four (4) hour minimum fund during the 2000-2001 school year;
 - (viii) which, if any, casual and temporary employees in non-posted positions who report for work should be included in the four (4) hour minimum work day requirement;
 - (ix) other positions that an exemption may apply to.

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

- (h) Employees who have two (2) or more jobs in order to fulfill the four (4) hour minimum requirement will be paid according to the wage scale of each job for the time worked in that job.
- (i) The parties shall follow a two (2) step process to resolve disputes over the implementation of the four (4) hour minimum:
 - (i) Either party may request that a mediator be appointed by the Labour Relations Board.
 - (ii) Failing resolution at mediation, either party may request that Joan Gordon hear the dispute on an expedited basis. The expedited process is intended to be short and concise. Written submissions shall be used and shall be exchanged at least five (5) working days prior to the arbitration. Joan Gordon shall render a decision within twenty (24) hours of the hearing. The parties shall equally share the

costs of the fees and expenses of the arbitrator. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the BC Labour Relations Code. The decisions of the arbitrator shall be final and binding on the parties. It is understood that the parties shall not appeal the decisions. The decisions of the arbitrator are to be limited, in application, to that particular dispute. These decisions shall have no precedential value on other school districts and local unions.

- (j) Clause (g) and Clause (i) above are applicable during the implementation process and will be in effect until completion of the implementation of the four (4) hour minimum.

11.04 Rest Break

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

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

11.05 Schedules

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

11.06 Time Cards/Time Sheets

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

11.07 Staff Meetings

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

11.08 Non-Instructional Day

- (a) All employees shall be paid their regular wages on Professional Development days.
- (b) Employees shall continue at their regular position unless directed to attend

Professional Development Activities or assigned to other work by the Board.

- (c) Board approved training with pay may also take place during the Professional Development days.
- (d) The Professional Development Days calendar for the following school term will be forwarded by the Board to the Union in June.

11.09 Emergency Closures

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

ARTICLE 12 OVERTIME

12.01 General

Except as otherwise provided in this Agreement, the first three (3) hours worked on any day in excess of the normal daily or weekly full-time hours of work for the employee's classification, or on a general statutory holiday or the day named in lieu, shall be paid at time and one-half (1 1/2) the employee's regular basic hourly rate of pay, and double time thereafter.

12.02 Time Off in Lieu of Overtime

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

12.03 Student Housing Parent

- (a) The overtime provision shall not be applicable to a Student Housing Parent when any student is in Student Housing being supervised.
- (b) If no students are in Student Housing on any day, the overtime provision on that day shall be as specified above

12.04 Supervisor Approval

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

ARTICLE 13 GENERAL (STATUTORY HOLIDAYS)

13.01 Paid Holidays

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

13.02 Term Employee

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

Labour Day - must work in the week prior

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

B.C. Day - must work in the week prior and a day in the B.C. Day week

13.03 Casual employees shall receive General Holidays with pay in accordance with the provisions of the Annual General holidays part of the Employee Standards Act and Regulations.

13.04 Day off in Lieu

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

ARTICLE 14 ANNUAL VACATIONS

14.01 General

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

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

14.02 Vacation Pay

Vacation Pay is the percentage of gross earnings during the accumulation period and shall be paid on the working day prior to commencement of the vacation or on termination of employment.

14.03 Term Employee and Student Housing Parent

A term employee and a Student Housing Parent shall not receive vacation time but shall be paid vacation pay in accordance with the above table, at the times listed in the schedule below.

Pay Period
Last Pay before Christmas
Last Pay before Spring Break
Last Pay in June

14.04 Scheduling

The annual vacation shall be scheduled to be taken during the months of July and August following the accumulation period, except the maintenance staff shall be

scheduled at any time. Upon request for special reason, the Board will consider scheduling annual vacation outside the July and August period.

ARTICLE 15 LEAVE OF ABSENCE

15.01 General

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

15.02 Jury or Court Witness Duty Leave

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

15.03 Weather Conditions

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

15.04 Compassionate Leave

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

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

- (a) employed in Kincolith and when travel is beyond Prince Rupert;
- (b) employed in Greenville or Aiyansh and when travel is beyond Terrace;
- (c) these additional days shall not be paid when travel is to another community within School District No. 92 (Nisga'a).

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

T'il luulak' Leave

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

Xts'ihln'iinak'amskw Leave

An employee who has to attend a Wo'om pdeekhl with her husband to Xts'ihln'iinak'amskw may be granted on half (½) day off without pay to fulfill her responsibilities.

15.05 Cultural Leave

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

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

15.06 Representation of Union

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

15.07 Examinations

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

15.08 Sick Leave

(a) Definition

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

(b) Accumulation

Sick leave shall be granted to regular employees on the basis of one and one half (1 ½) days for every month of service. The unused portion of an employee's sick leave shall accrue for the employee's future benefits to a maximum of one hundred and twenty (120) days.

(c) Proof of Illness

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

(d) Emergent Medical Care

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

15.09 Maternity Leave

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

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

(b) If during the maternity leave or prior to taking the leave, an employee

indicates in writing that a longer period of leave is required than allowed above, then upon conclusion of the maternity leave the employee may be considered for a leave of absence of up to an additional six (6) months. The Board will continue to provide coverage for all employee benefit plans, provided the employee pays the premiums.

- (c) Pregnancy shall not disqualify an employee from any benefits arising in this agreement.

15.10 Parental Leave

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

15.11 Adoption Leave

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

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

15.12 Extended Leave

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

ARTICLE 16 PAYMENT OF WAGES

16.01 Pay Days

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

bank or Credit Union of the employee's choice.

16.02 Rate for New or Changed Classification

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

16.03 Pay on Temporary Appointment to Higher Rate Position

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

16.04 Pay of Temporary Appointment to Lower Rate Position

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

16.05 Proper Classification

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

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

16.06 Callout

An employee who is called out to work without advance notice, outside the employee's regular hours, shall be paid at overtime rates for the time worked, plus

reasonable time to travel from the employee's home to the place of work and to return. Such pay shall not be less than the amount payable for two (2) hours of overtime rates. Such hours shall not be part of the day's work for overtime purposes.

16.07 Minimum Daily Pay

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

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

ARTICLE 17 EMPLOYEE BENEFITS (NOT APPLICABLE TO CASUAL EMPLOYEES)

17.01 (a) Participation

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

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

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

PLAN	PREMIUM SHARING
(a) Medical Services	Employer 75%; employee 25%
(b) Extended Health Benefit (including vision care)	Employer 100%
(c) Dental Plan (100% A, 50% of B paid by plan)	Employer 50%; employee 50%
(d) Group Life (coverage \$35,000 and \$35,000 AD & D)	Employer 100%

(e) Sickness and Accident Insurance (In general terms of this plan provides for 75% of earnings to a maximum allowable by the Employment Insurance Act for up to 52 weeks commencing on the first day in the case of an accident or hospitalization and on the sixth (6 th) day in the case of sickness.)	Employer 100%
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(b) Schedule of Benefits

It is understood that the Board's maximum liability for the benefits is it's agreed upon share of the premiums.

17.02 Coverage During Sickness or Accident Absence

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

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

17.03 Leave of Absence Coverage

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

17.04 Term Employee or Student Housing Parent Summer Closure

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

17.05 Long Term Disability Plan

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

17.06 Benefits Trust/LTD/Return to Work

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

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

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

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

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

ARTICLE 18 PENSION PLAN RETIREMENT

18.01 Participation

- (a) Eligible employees shall be brought within the scope of the Pension (Municipal) Act.
- (b) An employee who is not compelled to participate in the pension plan and works fifty percent (50%) of regular full-time or more may opt to participate in the pension plan, and in such case, the Board shall concur.

- (c) All employees (including part-time and casual) shall be given the option of enrolling as members of the Pension (Municipal) Plan when the employee has completed two (2) years of continuous employment and has earnings of not less than thirty-five percent (35%) of the year's maximum Canada Pension Plan pensionable earnings in each of two (2) consecutive calendar years.

18.02 Retirement Age

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

ARTICLE 19 TECHNOLOGICAL CHANGE

19.01 General

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

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

ARTICLE 20 HEALTH AND SAFETY

20.01 Accident on the Job

An employee who is injured on the job during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall be paid for the balance of the

employee's shift at the regular rate of pay unless a doctor or nurse states that the employee is fit for further work on that shift. Transportation to the nearest physician or hospital for an employee requiring medical care as a result of an accident on the job shall not be at the expense of the employee.

20.02 District Safety Committee

- (a) A Health and Safety Committee shall be established by the Board.
- (b) The Committee shall consist of two (2) CUPE Representatives, one (1) Administrative Officer, the Maintenance Superintendent, and the Secretary

Treasurer or designate.

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

20.03 Workplace Violence

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

20.04 Medication

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

- (a) The parent has requested the school's assistance in writing and has signed an authorization requesting administration of medication by the employee;
- (b) The Nisga'a Valley Health Board has been informed and a medical alert card has been completed;
- (c) The employee has been trained by staff from the Health Board in the administration of the medication and possible side effects;
- (d) The medication is stored in a locked storage place;
- (e) The medication is supplied in blister packages if possible; and
- (f) Records are kept detailing the administration of the medication.

20.05 Communicable Disease or Infestations

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

ARTICLE 21 GENERAL

21.01 Copy of Agreement

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

21.02 Union Access

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

21.03 Terminology

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

21.04 Bulletin

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

21.05 Indemnification

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

21.06 Contracting Out

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

21.07 Courses, Seminars and Workshops

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

21.08 Professional Development Fund

- (a) The Board shall make available to the Union a maximum of five thousand (\$5,000.00) per year for the members to access for professional development.
- (b) The Union members shall make application to the Secretary-Treasurer for professional development directly related to their appointments.
- (c) The Secretary-Treasurer will review the applications and approve the proposals that best benefit the Board.
- (d) The Secretary-Treasurer will inform the individual and the Union which applications have been approved.
- (e) Reimbursements to the Union members for professional development will be for the actual cost of the professional development and the travel will be reimbursed as per Board Policy.
- (f) Any funds not used by the end of the school year will be available in the next school year.
(Note: The program will be advertised and the Secretary-Treasurer, with a closing date of September 30, will solicit personal professional development requests. After September 30 of each year, applications will be approved on a first-come first-served basis provided they qualify as per (b) and (c) above and that there is enough money left in the fund.)

21.09 COPY OF THE BOARD POLICY MANUAL

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

ARTICLE 22 DURATION OF AGREEMENT

22.01 General

This Agreement shall be binding and remain in effect from July 1, 2006 to midnight June 30, 2010 and shall continue from year to year thereafter unless either party gives notice, in accordance with the Labour Relations Code of B.C., requiring the other party to commence collective bargaining.

SIGNED THIS _____ day of _____, 2006

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

Brian Tait
School Board Chair

Bruce Matthews
Secretary Treasurer

SIGNED FOR THE UNION:
CUPE Local 2298

Peter McKay
President

Secretary Treasurer

opeiu 491
09-04-02

SCHEDULE "A"

Classification	July 1, 2006 Rate of Pay (With 2% general wage increase)		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	17.68	18.29	18.88
Bus Driver	18.34	18.96	19.60
Clerk Typist	15.72	16.13	16.53
Home-School Coordinator	17.41	17.87	18.30
Janitor I	16.08	16.59	17.09
Janitor in Charge (alone or supervising one other) II	16.71	17.24	17.79
Janitor in Charge (supervising two others or more) III	18.34	18.96	19.60
Labourer	16.08	16.59	17.09
Library Assistant	15.72	16.13	16.53
Maintenance 1 (unskilled/apprentice/helper)	16.08	16.59	17.09
Maintenance 2 (semi-skilled)	17.68	18.29	18.88
Maintenance 3 (skilled)	18.34	18.96	19.60
Maintenance Trades or TQ	21.14	21.94	22.73
Nisga'a Language Assistant I	18.21	18.66	19.10
Nisga'a Language Assistant II	18.63	19.24	19.84
Youth Worker	19.54	20.34	21.14
Payroll Clerk	19.09	19.61	20.15
Receptionist/Typist	17.37	17.83	18.26
Secretary-Elementary School	17.66	18.13	18.55
Secretary-Secondary School	17.98	18.50	19.05
Student Housing Parent*	149.33/day (18.67)	154.63/day (19.33)	160.26/day (20.03)
Supervisor Student Housing*	156.84/day (19.61)	162.31/day (20.29)	167.77/day (20.97)
Teacher Assistant	17.83	18.25	18.66

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

SCHEDULE "A"

Classification	July 1, 2007 Rate of Pay (With 2% general wage increase)		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	18.03	18.66	19.26
Bus Driver	18.71	19.34	19.99
Clerk Typist	16.03	16.45	16.86
Home-School Coordinator	17.76	18.23	18.67
Janitor I	16.40	16.92	17.43
Janitor in Charge (alone or supervising one other) II	17.04	17.58	18.15
Janitor in Charge (supervising two others or more) III	18.71	19.34	19.99
Labourer	16.08	16.59	17.09
Library Assistant	16.03	16.45	16.86
Maintenance 1 (unskilled/apprentice/helper)	16.08	16.59	17.09
Maintenance 2 (semi-skilled)	18.03	18.66	19.26
Maintenance 3 (skilled)	18.71	19.34	19.99
Maintenance Trades or TQ	21.56	22.38	23.18
Nisga'a Language Assistant I	18.57	19.03	19.48
Nisga'a Language Assistant II	19.00	19.62	20.24
Youth Worker	19.93	20.75	21.56
Payroll Clerk	19.47	20.00	20.55
Receptionist/Typist	17.72	18.19	18.63
Secretary-Elementary School	18.01	18.49	18.92
Secretary-Secondary School	18.34	18.87	19.43
Student Housing Parent*	152.32/day (19.04)	157.76/day (19.72)	163.44/day (20.43)
Supervisor Student Housing*	160.00/day (20.00)	165.60/day (20.70)	171.12/day (21.39)
Teacher Assistant	18.19	18.62	19.03

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

SCHEDULE "A"

Classification	July 1, 2008 Rate of Pay (With 2% general wage increase)		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	18.39	19.03	19.64
Bus Driver	19.08	19.73	20.39
Clerk Typist	16.36	16.78	17.20
Home-School Coordinator	18.11	18.59	19.04
Janitor I	16.73	17.26	17.78
Janitor in Charge (alone or supervising one other) II	17.39	17.94	18.51
Janitor in Charge (supervising two others or more) III	19.08	19.73	20.39
Labourer	16.08	16.59	17.09
Library Assistant	16.36	16.78	17.20
Maintenance 1 (unskilled/apprentice/helper)	16.73	17.26	17.78
Maintenance 2 (semi-skilled)	18.39	19.03	19.64
Maintenance 3 (skilled)	19.08	19.73	20.39
Maintenance Trades or TQ	21.99	22.83	23.65
Nisga'a Language Assistant I	18.95	19.41	19.87
Nisga'a Language Assistant II	19.38	20.02	20.64
Youth Worker	20.33	21.16	21.99
Payroll Clerk	19.86	20.40	20.96
Receptionist/Typist	18.07	18.55	19.00
Secretary-Elementary School	18.37	18.86	19.30
Secretary-Secondary School	18.71	19.25	19.82
Student Housing Parent*	155.37/day (19.42)	160.88/day (21.11)	166.74/day (20.84)
Supervisor Student Housing*	163.20/day (20.40)	168.88/day (21.11)	174.56/day (21.82)
Teacher Assistant	18.55	18.99	19.41

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

SCHEDULE "A"

Classification	July 1, 2009 Rate of Pay (With 2% general wage increase)		
	Probation Temporary on Trial	To one year on staff	After one year on staff
Accounting Clerk	18.76	19.41	20.04
Bus Driver	19.46	20.12	20.80
Clerk Typist	16.68	17.12	17.54
Home-School Coordinator	18.48	18.96	19.42
Janitor I	17.06	17.61	18.14
Janitor in Charge (alone or supervising one other) II	17.73	18.30	18.88
Janitor in Charge (supervising two others or more) III	19.46	20.12	20.80
Labourer	17.06	17.61	18.14
Library Assistant	16.68	17.12	17.54
Maintenance 1 (unskilled/apprentice/helper)	17.06	17.61	18.14
Maintenance 2 (semi-skilled)	18.76	19.41	20.04
Maintenance 3 (skilled)	19.46	20.12	20.80
Maintenance Trades or TQ	22.43	23.28	24.12
Nisga'a Language Assistant I	19.32	19.80	20.27
Nisga'a Language Assistant II	19.77	20.42	21.05
Youth Worker	20.74	21.58	21.43
Payroll Clerk	20.26	20.81	21.38
Receptionist/Typist	18.43	18.92	19.38
Secretary-Elementary School	18.74	19.24	19.69
Secretary-Secondary School	19.08	19.63	20.22
Student Housing Parent*	158.48/day (19.81)	164.09/day (20.51)	170.07/day (21.26)
Supervisor Student Housing*	166.48/day (20.81)	172.24/day (21.53)	178.00/day (22.25)
Teacher Assistant	18.92	19.37	19.80

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

Notes

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

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

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

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

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

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

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

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

SCHEDULE "B"

Bus Drivers on Extended Trips

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

Definitions

Waiting Time:

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

Driving time:

is time spent driving including bus warm-ups and preparation, loading, unloading, parking, meals and short stops enroute.

SCHEDULE "C"

APPRENTICESHIP TRAINING PROGRAM

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

5.

Apprentice	Effective January 1, 1999 (1%)	Effective January 1, 2001 (2%)	Effective January 1, 2002 (1%)*
Start	\$12.68	\$12.93	\$13.03
After 60 worked days	\$13.32	\$13.59	\$13.73
Upon successful completion of:			
1 st Year	\$14.34	\$14.63	\$14.78
2 nd Year	\$15.29	\$15.60	\$15.76
3 rd Year	\$16.41	\$16.74	\$16.91
4 th Year	\$17.46	\$17.81	\$17.99
Journeyman	\$17.91	\$18.27	\$18.45

* Plus the average in the broad public sector.

SCHEDULE "D"

APPOINTMENT TO ADMINISTER BURIAL RESPONSIBILITIES

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

LETTER OF UNDERSTANDING #1

between

SCHOOL DISTRICT NO. 92 (NISGA'A)

and

CUPE LOCAL 2298

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

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

SIGNED THIS 19th DAY OF January, 1996

Clarence Robinson
Clarence Robinson
CUPE Local 2298

Hubert E. Stevens
Hubert E. Stevens, Chairman
School District 92 (Nisga'a)

LETTER OF UNDERSTANDING #2

between

SCHOOL DISTRICT NO. 92 (NISGA'A)

and

CUPE LOCAL 2298

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

SIGNED THIS 19th DAY OF January, 1996

Clarence Robinson

Clarence Robinson
CUPE Local 2298

Hubert E. Stevens

Hubert E. Stevens, Chairman
School District 92 (Nisga'a)

LETTER OF UNDERSTANDING #3
BETWEEN
SCHOOL DISTRICT NO.92 (NISGA'A)
AND
CUPE LOCAL 2298

Re: Job Evaluation Maintenance Plan

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

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

SIGNED THIS _____ DAY OF _____, 2006

President
CUPE Local 2298

Chairman
School District 92 (Nisga'a)