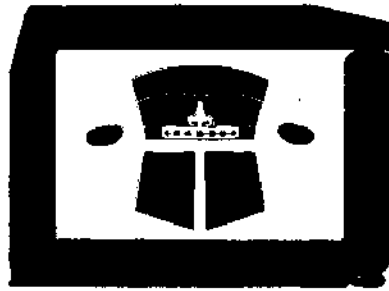


**COLLECTIVE AGREEMENT BETWEEN
LAX KW'ALAAMS BAND**



-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2365**

APRIL 1, 2022 – MARCH 31, 2027

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AGREEMENT BETWEEN
LAX KW 'ALAAMS BAND
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2365

ARTICLE 1 **PURPOSE**

1.01 **Purpose**

It is the purpose of both Parties to this Collective Agreement:

- (1) to maintain and improve harmonious relations and settled conditions of employment between the Employer as represented by the elected Mayor and Council and its employees as represented by the Union;
- (2) to recognize mutual value of joint discussions and negotiations in all matters pertaining to working conditions and conditions of employment between the Employer and its employees;
- (3) to encourage efficiency in operations; and,
- (4) to promote the morale, well-being and security of all Bargaining Unit employees.

1.02 **Collective Agreement**

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 **MANAGEMENT RIGHTS**

2.01 **Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary rights of management and to direct the employees, subject to the terms of this Collective Agreement. Any questions about whether these management rights are limited by this Collective Agreement shall be decided through the grievance and arbitration procedure.

2.02 Progression of Authority

The Employer agrees that it shall as far as possible, follow established procedures when dealing with its employees and that directives and orders originating from the Employer shall follow the progression of authority. Employees shall follow all safe and legal directives or orders.

ARTICLE 3 RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2365 as the sole and exclusive collective bargaining agent for all of its employees, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Excluded employees shall not perform any work regularly performed by the Bargaining Unit, except in an emergency when excluded employees may perform work of the Bargaining Unit. An emergency is defined as an imminent danger to property, or health.

3.03 Part-Time Casual, Temporary and Fixed-Term Employees

This Collective Agreement applies to all fixed-term, part-time, temporary and/or casual employees, unless otherwise specified in this Collective Agreement.

For the purpose of this Collective Agreement, a new employee is an employee who is hired to work for the Employer in a Bargaining Unit position.

For the purpose of this Collective Agreement, a temporary employee is an employee who replaces a regular employee on leave or who are hired for a specific project, not exceeding three (3) continuous months in any one (1) year period.

For the purpose of this Collective Agreement, a casual employee is an employee who is called in to work on a day to day basis and does not work in excess of ninety (90) days in any fiscal year.

Term Employees

For the purpose of this Collective Agreement, a term employee is a person hired for either a specific project or a defined fixed term, longer than three (3) months in duration, and may be linked to specific funding availability. Hire date, wage rate, and projected end date will be included in the letter of hire.

A term employee is an employee who is called in to work on a full or part-time basis and is subject to a probationary period, as per Article 14.03

Term employees are entitled to all the rights and benefits contained within the Collective Agreement.

3.04 No Other Agreements

No employee 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 Collective Agreement.

ARTICLE 4 NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

- (a) The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, color, national origin, religion, political affiliation or activity, sexual orientation, sex or marital status, family relationship, place of residence, physical handicap or their membership or activity in the Union.
- (b) The Parties agree that the Employer may preferentially hire Band members but that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recalls, discipline, classifications, discharge or otherwise by reason of employee membership or Status.
- (c) The Employer shall not employ in Bargaining Unit positions persons holding office as elected members of the Lax Kw'alaams Band Council.

- (d) The Employer shall exercise its rights in a fair and reasonable manner. Management rights shall not be exercised in a discriminatory manner. Nor shall these rights be exercised in a manner that would deprive any employee of their employment, except through just and reasonable cause.

ARTICLE 5 UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) calendar days of employment. The onus shall be on the Union to inform the Employer that an employee is not a member in good standing of the Union.

5.02 Exclusions

The following positions are excluded from membership in the Union:

Housing Manager	Director, Infrastructure
Health Director	Operations Manager
Recreation Manager	HR Manager
Education Manager	Assistant to the CAO
Manager Emergency Services	Chief Administrative Officer
Communications Manager	CFO Chief Financial Officer
Brighter Future Coordinator	

ARTICLE 6 CHECK-OFF OF UNION DUES

6.01 Dues, Initiation Fees, and Assessments

The Employer shall deduct from the wages of each employee in the Bargaining Unit any dues, initiation fees or assessments levied by the Union on its members.

6.02 Deductions

The Union shall notify the Employer in writing of all dues, initiation fees and assessments to be deducted from the wages of each employee and of any changes in the deductions. Deductions shall be made monthly from each payroll of each employee and shall be forwarded to the National Secretary-Treasurer of the Union within ten (10) business days, accompanied by a list of the names and classifications of employees from whose wages the deductions have been made.

ARTICLE 7 EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 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 Membership Requirement and Check-off of Union Dues.

7.02 Copies of Agreement

On commencing employment, the employee's immediate Supervisor shall introduce the new employee to their Union Steward. The Union shall provide the employee with a copy of the Collective Agreement.

7.03 Interviewing Opportunity

A representative of the Union may, without loss of pay, meet with any new employee during regular work hours, for a maximum of thirty (30) minutes, during the first month of employment, to acquaint the employee with the benefits and duties of Union membership.

ARTICLE 8 CORRESPONDENCE

8.01 Correspondence

All correspondence between the Parties, arising out of this Collective Agreement or incidental to it, shall pass to and from the Employer Administrator and the Secretary of the Union, with a copy to the appropriate committee chairpersons.

A copy of any correspondence between the Employer and any employee in the Bargaining Unit, pertaining to the interpretation, administration or application of any part of this Agreement, shall be forwarded to the Secretary of the Union, or their designate, by the Employer.

8.02 Admissible Correspondence

Only correspondence that the Parties are entitled to have access to under this Collective Agreement may be introduced into the grievance and arbitration procedure and collective bargaining.

ARTICLE 9 LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour Management committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both Parties in the interests of improved service to the public and working conditions for the employee.

9.02 Function of Committee

The Labour Management committee shall concern itself with the following general matters:

- (1) improving relations between the Employer and the employees;
- (2) improving services to the public;
- (3) promoting safety and sanitary practices;
- (4) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service); and,
- (5) correcting conditions causing grievances and misunderstandings.

9.03 Meetings of Committee

The committee shall meet at the request of either party at a mutually agreeable time and place. Its members shall receive from the party requesting the meeting a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent attending committee meetings. An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Minutes of each meeting of the committee shall be prepared by the party requesting the meeting.

9.04 Jurisdiction of Committee

- (a) The committee shall not have jurisdiction over collective bargaining, the grievance and arbitration procedure or the administration of this Collective Agreement.
- (b) 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 Parties with respect to its discussions and conclusions.

ARTICLE 10 LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Representation

- (a) The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit that is contrary to this Collective Agreement.
- (b) No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the written authorization of the Union Executive.
- (c) In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union shall supply the Employer with the names of its Executive, committee members and other officers. Likewise, the Employer shall supply the Union with the names of the Employer Administrator, Supervisors and committee members.

10.02 Bargaining Committees

- (a) A Union Bargaining committee shall consist of not more than three (3) members of the Union Local.
- (b) An Employer Bargaining committee shall consist of not more than three (3) representatives of the Employer, one of whom shall be the Chief Administrative Officer.
- (c) The Parties Bargaining committees shall be constituted not more than four (4) months prior to expiry of the Collective Agreement for the purpose of negotiating a new Collective Agreement. The Parties shall advise one another of its respective representatives on Parties committees no less than two (2) weeks after such committees are constituted.

10.03 Function of Bargaining Committee

To the extent there are any unresolved matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions, such matters shall be referred by the Union Bargaining committee to the Employer Bargaining committee within three (3) months of the expiry of this Collective Agreement for discussion and settlement. The Union Bargaining committee shall not refer such matters to the Canada Industrial Relations Board until all reasonable steps have been taken to achieve a settlement through collective bargaining with the Employer.

10.04 Representative of Canadian Union

The Employer shall not object to the Union at any time having the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives or advisors shall have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

10.05 Time Off for Meeting

Any member of the Union or the Union Bargaining committee who is in the employ of the Lax Kw'alaams Band, up to a maximum of three (3) members, shall have the right to attend meetings with the Employer if held within regular working hours, without loss of pay and benefits.

10.06 Union Office

In order that the Union can properly represent the employees in labour management relations, the Employer shall provide the Union with reasonable space in the Employer Administration offices.

10.07 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall not unreasonably deny the Union's written request with reasonable advance notice to sponsor education functions such as seminars, workshops, lectures, and/or other similar such functions, to be held on the Employer's premises for a fee.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties under this Collective Agreement of the Union Grievance committee and the Union Stewards, and the Union acknowledges the rights and duties under this Collective Agreement of the Employer Administrator, Supervisors, the Employer and its committees. The Steward shall assist any employee represented by that Steward, in preparing and presenting their grievance in accordance with the grievance procedure.

11.02 Names of Stewards and Officers

The Union shall notify the Employer in writing of the name of each of its Officers, Stewards and the Chief Steward within ten (10) working days of each of their respective appointments.

11.03 Permission to Leave Work

The Parties agree that the employee's Supervisor, the Grievance committee, Stewards, Employer Administrator, the Employer or a committee of the Employer shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments, as provided in this Article. A Steward may leave their work during their regular working hours to carry out their duties under this Collective Agreement upon obtaining permission from their Supervisor, which permission shall not be unreasonably withheld.

11.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or a case where it is alleged that the Parties have acted unjustly or improperly. Both the Parties have the authority to bring grievances under this Collective Agreement.

11.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

- Step 1 - The aggrieved employee(s) shall report the grievance to their Steward. If the employee's Steward is absent, they may submit their grievance to the Chief Steward and/or another member of the Union Executive Board. At each step of the grievance procedure the employee shall have the right to be present.
- Step 2 - If the Union considers the grievance to be justified, they shall first attempt to settle the grievance with the employee's Supervisor. Supervisor shall render their decision within five (5) working days.
- Step 3 - Failing settlement being reached in Step 2, the Union shall submit the grievance to the Employer Administrator, who shall render their decision within ten (10) working days after receipt of the grievance.
- Step 4 - Failing satisfactory settlement at Step 3, the Union shall submit the grievance to Mayor and Council. The Employer shall meet with the Union in an attempt to settle the grievance. Mayor and Council shall render their decision within five (5) working days.
- Step 5 - Failing a satisfactory settlement within fifteen (15) working days after the grievance was submitted to the Employer, the Union Executive or the Employer may refer the grievance to arbitration.

11.06 Policy Grievance

- (a) Where a grievance involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

Grievance About Employer Administrator

- (b) Where a grievance involves the conduct of the Employer Administrator, it shall be presented to the Human Resources committee if there is one.

11.07 Union May Institute Grievances

The Parties and their representatives shall have the right to originate a grievance within the prescribed time limits, where a dispute involves a question concerning the rights and duties under this Collective Agreement.

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, such a grievance shall commence at Step 3.

The prescribed time limits may be adjusted by mutual consent of the Parties. Agreement will not be unreasonably denied in connection with the adjustment of time limits.

11.08 Replies in Writing

Grievances and replies to grievances shall be in writing and shall state reasons.

11.09 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 12 ARBITRATION

12.01 Composition of Arbitration Board

When either Party, requests that a grievance be submitted to arbitration, the requesting Party shall notify the other Party in writing in accordance with Article 11.05.

The Parties shall use their best efforts to select a mutually agreeable Arbitrator within thirty (30) business days of receiving notice of the intention to advance a grievance to arbitration.

The Parties may agree to place any grievance advanced to arbitration into an expedited arbitration process.

12.02 Failure to Appoint

If the Parties, despite their best efforts, fail to reach an agreement with respect to the appointment of an Arbitrator within thirty (30) calendar days of receiving notice of the intention to advance a grievance to arbitration, the appointment shall be made by the Minister of Labour upon request of either Party.

12.03 Technical Objections to Grievance

No grievance shall be defeated or denied by any formal or technical objection. 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 which it deems just and equitable.

12.04 Decision of the Arbitrator

The Arbitrator shall hear the grievance and provide a decision in accordance with the Canada Labour Code and any other applicable laws.

12.05 Disagreement on Decision

Should the Parties require clarification of the Arbitrator's decision, either Party may apply to the Chairperson to reconvene the Arbitrator to clarify the decision, which it shall do within five (5) days of receiving the Arbitrator's decision.

12.06 Expenses of the Arbitrator

Each Party shall pay:

one-half (1/2) of the fees and expenses of the Arbitrator.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement of the parties. The Arbitration Board has the authority to extend time limits at its discretion.

12.08 Witnesses

- (a) At any stage of the grievance or arbitration procedure, the Parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.
- (b) The Employer agrees that any written statement against any member of the Union by another member of the Union which was not created in connection with the incident or issue being arbitrated shall not be used in the grievance and arbitration procedure.

- (c) The Parties agree to make all reasonable arrangements to permit the conferring Parties or 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.

ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Just Cause for Discipline and Dismissal

No employee shall receive a written or oral warning, be suspended, demoted, dismissed, or disciplined except for just and reasonable cause.

13.02 Burden of Proof

In cases of dismissal or discipline, the burden of proof of just and reasonable cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the dismissal or discipline notice to the employee.

13.03 Warning

Whenever the Employer or its representative deem it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

13.04 Crossing of Picket Lines During Strike

An employee covered by this Collective Agreement shall have the right to refuse to cross a picket line or to handle goods from an employer where a strike or lockout is in effect. Refusal to cross such a picket line or handle such goods shall not be considered a violation of this Collective Agreement, nor shall it be grounds for dismissal or discipline. However, an employee shall not be paid for the time they refuse to cross a picket line or handle goods from an employer where a strike or lockout is in effect.

13.05 Political Action

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies. However, an employee shall not be paid for the time that participation in such political action results in the employee not performing their regular duties.

13.06 Essential Services

Essential Services shall be defined as identified positions with the following Departments:

- Health
- Maintenance
- Administration
- Emergency Services

The Parties will meet to discuss particulars and/or any changes to the above noted list, prior to a work stoppage.

13.07 Adverse Report

- (a) The Employer shall notify an employee in writing of any expression of dissatisfaction concerning their work within ten (10) days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against the employee in regard to dismissal, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to their work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record. The record of an employee, including letters of reprimand or any adverse reports, shall not be used against the employee at any time after twelve (12) months following a suspension or disciplinary action.
- (b) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered admission that such discipline was justified.

13.08 Right to Have Steward Present

An employee shall have the right to have a Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

13.09 Access to Personnel File

An employee shall have the right to have access to and review their personnel file during regular working hours, and to respond in writing to any document contained therein. Such reply shall become part of their record. The employee shall make a request to have access to and review their personnel file to the Employer Administrator or their designate.

13.10 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure. However, the Employer may demote an employee if:

- the employee is unable to carry out their regular duties as a result of causes beyond the control of the employee; or
- the employee's work performance is unsatisfactory and only after the Employer has taken all reasonable steps to correct the employee's performance and all matters have been documented in writing with copies to the Union.

ARTICLE 14 SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer prior to the certification or recognition of the Union. The seniority of qualified employees shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this Collective Agreement. Seniority shall operate on a Bargaining-Unit-wide basis.

14.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April each year.

14.03 Probation for Newly Hired Employees

New employees shall be considered probationary employees until they have completed four hundred eighty (480) hours of employment with the Employer. During the probationary period, the employee shall be entitled to all rights and benefits under this Collective Agreement. After completion of the probationary period, seniority shall be effective from the original date of hire.

14.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- 1) they are discharged for just cause and are not reinstated;
- 2) they resign in writing and do not withdraw their resignation within two (2) days;
- 3) following a layoff, they fail to return to work within ten (10) working days after receiving a notice to do so. Laid off employees who cannot return to work as a result of sickness or other just cause and who are recalled shall be permitted reasonable additional time to return. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall;
- 4) they are laid off for a period in excess of twelve (12) months;
- 5) they fail to return to work within five (5) working days of the conclusion of an approved paid or unpaid leave of absence or fails to report to work for five (5) consecutive working days. An employee who cannot return to work as a result of sickness or other just cause shall be permitted reasonable additional time to return; and,
- 6) they accept full time employment with another employer.

14.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred to a position outside of the Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving the Unit but shall not accumulate any further seniority. Such employees shall have the right to return to their former position in the Bargaining Unit within ninety (90) calendar days. If an employee returns to the Bargaining Unit after ninety (90) calendar days, they shall be placed in a job consistent with their seniority and qualifications. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

14.06 Change in Delivery of Service

Where the Lax Kw'alaams Band takes over a service that another employer has provided, and the Lax Kw'alaams Band retains an employee of that other employer, the employee's seniority and those benefits with the former employer that are consistent with this Collective Agreement shall be transferred as conditions of their employment with the Lax Kw'alaams Band. Where another employer is to take over a Lax Kw'alaams Band provided service, discussions shall be held between all Parties and best efforts will be made to resolve any adverse effects upon those employees so affected.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

If a job vacancy occurs, or a new position is created, which comes within the scope of this Agreement, the Employer shall immediately notify the Union in writing and notices of such vacancy or new position shall be, first internally posted in a manner, including electronically and on bulletin boards, which gives all employees in all departments covered by this Agreement access to the information contained in such notice.

Any such notice shall be internally posted for a minimum of one (1) week, to ensure all employees have an opportunity to know about the anticipated vacancy or new position. The Employer may post externally at the same time, however internal applicants will have priority consideration.

However, any anticipated vacancies arising from retirement shall be posted upon receipt of retirement notification.

Temporary vacancies or projects of less than one (1) month's duration are not required to be posted. However, where an incumbent employee could benefit from the work experience every reasonable attempt shall be made to temporarily transfer the employee.

15.02 Information in Postings

Such notice shall contain the following information:

nature of position, education and required knowledge,
qualifications, skills, shift, hours of work, pay rates.

Qualifications may not be established in an arbitrary or discriminatory manner.

15.03 Role of Seniority in Promotions and Transfers

Both Parties recognize:

- (1) the principle of promotion within the service of the Employer;
- (2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02 shall be appointed. Appointments of existing employees shall be made within three (3) weeks of the closing of a posting.

15.04 Trial Period

The successful applicant shall be placed on trial for a period of three (3) months. The employee shall be confirmed in the position after three (3) months' service, provided that their service has been satisfactory. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new position, they shall be returned to their former position and pay without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and pay without loss of seniority.

15.05 Promotions Requiring Higher Qualifications

Consideration for promotion may be given to an employee who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. Such employee may be given an additional trial period to qualify and shall return to their former position and pay if the required qualifications, or probation are not met within such time.

15.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant, who is an employee, and a copy posted on all bulletin boards. The Employer shall notify the Union Secretary-Treasurer of all promotions, demotions, hiring's, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

15.07 Handicapped and Older Worker Provision

On request, the Employer shall make every reasonable attempt to provide suitable alternate employment with no reduction in pay when, through advancing years, injury, illness or disability an employee is unable to perform their normal duties. Such employee shall not displace an employee with more seniority.

15.08 On-The-Job Training

The Employer may inaugurate and maintain a system of “on-the-job” training so that interested employees may have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising in a particular classification. Employees taking such training shall be allowed regular opportunities to learn the work of higher or equal positions during regular work hours by working together with senior employees for temporary periods, without affecting the pay of the employees concerned. Such opportunities for training shall be allocated to the senior employee, who has the prerequisites for the training, who applies. Job training shall only take place when the senior employee is instructing the trainee.

The Employer shall discuss the prerequisites with the Union prior to posting the training opportunity.

15.09 Training Courses

- (a) The Employer shall post specialized training courses and experimental programs for which employees may be selected. The notice shall contain the following information:

type of course, time, duration and location of the course, minimum qualifications required for applicants.

- (b) This notice shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such courses and programs.
- (c) The senior qualified applicant(s) shall be selected when there are more applicants than required.
- (d) For purposes of pay and benefits, time spent in training courses approved by the Employer shall be considered to be time worked. If such courses are held outside of regular working hours, employees will receive time in lieu, at straight time.
- (e) The Employer will initiate other on-going relevant training courses for all employees, to ensure qualifications remain current. Additionally, the Employer will meet with employees annually to develop a personalized training program that is relevant to the employee’s classification.

15.10 Specified Term Projects

Term programs are defined as programs with targeted funding for a fixed period of time. Term projects will be implemented through joint consultation with the Union.

- (1) Job postings shall clearly state the duration of the employment. All such postings shall be posted in accordance with Article 15.01, unless the Parties agree in writing to waive the posting requirement.
- (2) Qualified employees on layoff shall be given an opportunity for recall prior to new employees being hired and shall be notified in writing of such opportunities. An employee on layoff is responsible for ensuring the Employer has a current mailing address.
- (3) The severance pay provisions of this Collective Agreement shall not apply to employees working on a term project.
- (4) Upon layoff, a new employee's bumping rights shall apply only to the project on which they were employed.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Collective Agreement.

16.02 Role of Seniority in Layoffs

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their Bargaining-Unit-wide seniority, provided the remaining employees are qualified to perform the work available. An employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.

16.03 Recall Procedure

Employees shall be recalled in the order of their seniority, provided they are qualified to perform the available work.

16.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with Article 16.03.

16.05 Advance Notice of Layoff

The Employer shall notify, in writing, employees with six (6) months service who are to be laid off fourteen (14) calendar days prior to the effective date of layoff; and/or in accordance with Labour Standards, whichever is greater. If the

employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

ARTICLE 17 HOURS OF WORK

17.01 Regular Hours of Work

- (a) The regular workday shall not commence before 8:30 a.m. and shall finish no later than 4:30 p.m. The regular daily hours of work shall be seven (7) hours of work (eight (8) hour day with 1-hour unpaid meal break) for all employees except part-time employees. The regular work week shall be five (5) days, Monday to Friday inclusive. Each employee shall be allowed one (1) consecutive hour for a meal break.
- (b) Upon prior agreement, in writing, between the Parties, an employee may be allowed to work other daily hours, but the total hours worked shall not exceed those noted above.
- (c) With prior approval from a Supervisor, an employee may work additional time (bank/flex time). Additional time will be paid at the applicable rates, on each pay period.

Employees must notify the Employer, in writing, if they *do not* want their additional time paid out during the normally scheduled pay period.
- (d) This Article shall not preclude the Employer from establishing, where necessary, part-time positions, provided that the total hours worked shall not exceed those noted above.
- (e) This Article shall not preclude the Employer, in consultation with the Union, from establishing different regular hours of work or a different regular work schedule as operational demands require.

17.02 Working Schedule

The hours and days of work of each employee or department shall be posted in an appropriate place at least two (2) weeks in advance of any change. The Employer shall designate the hours and days of work of each employee and department in accordance with Article 17.01.

17.03 Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Employer. The Employer shall designate when the rest periods shall be taken.

17.04 Definition of Shift Work

Shift work shall be defined as an employee's regular daily hours of work scheduled between 5:01 p.m. and 7:59 a.m.

17.05 Shift Premium

Employees shall receive an hourly premium as set out in Schedule "A" attached hereto for all shift work hours worked. The shift premium shall apply in calculating overtime pay, vacation pay, holiday pay, paid leave of absence and other benefits for employees on shift work.

Employees working outside of their regular workday as provided in Article 18.01 (b), shall not be entitled to the shift premium for such work.

17.06 Reporting Pay Guarantee

An employee reporting for work on their regular shift shall be paid their regular rate of pay, or the higher rate of pay if Article 24.03 applies, for the entire period of work, with a minimum of four (4) hours pay. This Article shall not apply if the employee leaves work without permission from their immediate supervisor.

17.07 Attendance at Workshop

Time spent in workshops and service training courses, with the approval of the Employer, shall be considered as time worked if such workshops or courses are held during regular working hours. An employee attending such workshops and courses shall not be entitled to overtime pay. However, in the event that an employee attends a workshop or course on Saturday, Sunday or a statutory holiday, the employee shall be entitled to equivalent leave of absence on a straight-time basis without loss of pay and benefits.

Upon making a written request to the Employer Administrator or their designate, the leave shall be taken at a time mutually agreeable to the employee and the Employer Administrator or their designate.

17.08 Travelling Time

Employees may be required to travel as part of their employment duties. Such employees may be compensated for such travel only in the circumstances and to the extent provided for in this Article. Upon prior approval:

- (a) Employees will not be paid for travel to or attendance at workshops, or other work-related duties, as directed. (See Article 15.09 for training travel).

- (b) Employees who travel on a normal working day but do not work on that day shall receive their regular pay for that day and no compensation for travelling time.
- (c) When the Employer requires an Employee to travel on Employer business, the Employer shall determine the means of travel and the travel schedule. Employees will be compensated for time spent travelling in accordance with clauses 17.08 (d) and 17.08 (e).
- (d) For the purposes of clauses 17.08, travelling time for which an employee shall be compensated is calculated by the Employer as the normal time to proceed from the appointed point of departure to the point of arrival and vice versa. Any such calculation by the Employer shall include a consideration of the mode of transportation.
 - i. In the event that an alternate time of departure and/or means of travel is requested by the employee, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.
- (e) The Employer shall pay employees for travelling time as follows:
 - ii. if the employee travels and works on a normal working day, the employee shall be compensated. Regular pay for the day for a combined period of travel and work not exceeding their regular scheduled working hours, and/or applicable overtime rates for any hours in excess of their regularly scheduled working hours to a maximum of seven (7) overtime hours.
 - iii. if the employee travels on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for travelling time to a maximum of seven (7) overtime hours.
- (f) Per Diems

Per diems shall be paid at the rate of one hundred and sixty-five (\$165.00) dollars for a full day.

- morning meal \$ 40.00
- lunch meal \$ 45.00
- evening meal \$ 65.00
- incidental costs \$ 15.00

In the event that travel is required for a partial day, the applicable per diem will be pro-rated accordingly.

In the event that an employee is returning to the community on the morning ferry, the per diem will include only the morning meal.

In the event that an employee must depart/return on the evening ferry, the per diem will include the evening meal for the travel day.

(g) **Vehicle Allowance**

The rate be set at the current kilometric rate as per the National Joint Council–Travel Directive as amended from time to time.

17.09 Paid Clean Up or Clothes-Changing Time

Outside employees shall be allowed five (5) minutes wash-up time before lunch periods and before quitting time.

17.10 Power Outages

Whenever an employee's work cannot be reasonably carried out during their regular working hours by reason of a power outage, the Employer shall, within one (1) hour, either provide temporary heat and light arrangements for the employee or allow the employee leave of absence without loss of pay and benefits during the duration of the power outage.

This Article shall not apply if the employee fails or refuses to report to work unless advised by the Employer Administrator or their designate to not report to work.

ARTICLE 18 OVERTIME

18.01 Overtime Defined

- (a) All time worked before or after the employee's regular workday, or regular work week, or on a holiday, shall be considered overtime. Overtime must be authorized in advance by the Employer Administrator or their designate.
- (b) If an employee works outside of their regular work day at their request in order to take an equivalent amount of general leave, with the approval of the Employer Administrator or their designate, such work shall not be considered overtime and the employee shall be paid on a straight- time basis

18.02 Compensation for Overtime

Overtime shall be paid at one and one-half (1½) times the employee's pay rate for the first three (3) hours worked and double time thereafter. Overtime on a statutory holiday, Sunday or the seventh day shall be paid at double the employee's rate.

18.03 Payment for Meals

An employee required to work more than two (2) hours overtime shall be allowed one-half (½) hour meal break with pay. An additional meal break shall be allowed for each additional three (3) hours of overtime.

18.04 Overtime Work Not Required

An employee shall not be required by the Employer to work overtime and will not be disciplined for refusing to work overtime; however, the Employer may, based on operational needs, assign an employee overtime for work that is considered emergent.

18.05 Calculating of Overtime Rates

An employee who is absent on approved time off during their scheduled work week because of sickness, bereavement, holiday, vacation or other approved leave of absence other than general leave shall, for the purpose of computing overtime pay, be considered as if they had worked during the regular hours during such absence.

18.06 Overtime for Part-Time Employees

A part-time employee working less than the regular working hours per day or week shall be paid straight-time pay until their hours exceed the regular working hours for full time employees.

18.07 Sharing of Overtime

Overtime and call-back time shall be divided equally among employees who are willing and qualified to perform the available work.

18.08 Minimum Overtime

Overtime work shall be on a voluntary basis. The Employer shall keep overtime to a minimum.

18.09 Call-Back Pay Guarantee

An employee who is called into work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. The employee shall be paid from the time they are called to report for duty until the time they arrive back upon proceeding directly to and from work.

18.10 Time Off in Lieu of Overtime

Employees who work overtime shall record overtime hours in writing. Instead of cash payment for overtime, an employee volunteering to work overtime shall receive time off at the appropriate overtime rate at a time mutually agreeable to the employee and the Employer Administrator or their designate.

ARTICLE 19 HOLIDAYS

19.01 Paid Holidays

New Year's Day	(January 1)
Family Day	(third Monday in February)
B.C. Day	(first Monday in August)
Labour Day	(first Monday in September)
Good Friday	(Friday before Easter Sunday)
Thanksgiving Day	(second Monday in October)
Easter Monday	(Monday after Easter Sunday)
Remembrance Day	(November 11)
Christmas Day	(December 25)
Boxing Day	(December 26)
Canada Day	(July 1)
Victoria Day	(Monday before May 25)
National Indigenous Peoples Day	(June 21)
Truth and Reconciliation Day	(September 30)

and any other day declared or proclaimed as a holiday by the Federal or Provincial governments or Band Council, plus:

the last four (4) hours on the employee's last regularly scheduled day or shift prior to New Year's Day; and

the last four (4) hours on the employee's last regularly scheduled day or shift prior to Christmas Day.

Subject to operational requirements as determined by the Employer, the Employer may institute a Winter shutdown coinciding with the normal Christmas closure. Whether there is to be a shutdown or not, the Employer will inform the Union of its intention and if there is to be a shutdown, the Parties agree to discuss and plan for the shutdown. Such discussions will take place two (2) months prior to the scheduled closure.

19.02 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Collective Agreement.

19.03 On Call Pay for Statutory Holiday

All employees who are "on-call" and required to remain in the community or at a designated location on a statutory holiday will receive pay at a rate of two (2) times their regular rate for all hours they are "on-call" on that shift or day.

19.04 Pay for Regularly Scheduled Work on a Holiday

An employee who, at the request of the Employer Administrator or their designate, works on any of the above-noted holidays shall be paid the rate of double time and shall receive another day off with pay at a time mutually agreeable to the employee and the Employer Administrator or their designate.

19.05 Compensation for Holidays Falling on Scheduled Day Off

When any of the above-noted holidays fall on an employee's scheduled day off the employee shall receive another day off with pay at a time mutually agreeable to the employee and the Employer Administrator or their designate.

ARTICLE 20 VACATIONS

20.01 Length of Vacation

(a) All regular, temporary and Term employees shall receive an annual vacation with pay in accordance with their years of employment as follows:

First year or more:	15 working days
In the fiscal year of the 5 th anniversary and each year thereafter:	20 working days
In the fiscal year of the 15 th anniversary and each year thereafter:	25 working days

(b) On request, an employee shall qualify for an extra twenty (20) working days unpaid vacation after every five (5) years of employment.

- (c) Casual employees will receive vacation pay, at four percent (4%) of gross earnings, to be paid each pay period.

20.02 Minimum Vacation

Upon making a written request to the Employer Administrator or their designate, an employee with less than three (3) weeks' vacation entitlement shall be granted sufficient leave of absence without pay to allow a minimum of three (3) weeks' vacation. This Article shall not apply if an employee banks vacation time for use in the following year and such choice results in less than three (3) weeks' vacation in the current year.

20.03 Banking Vacation Credits

An employee entitled to three (3) weeks' vacation or more shall be entitled to bank up to a maximum of ten (10) working days annual vacation. The banked vacation shall be taken within the following vacation year. However, the Employer may limit a vacation period in the following year to four (4) consecutive weeks with remaining vacation entitlement, if any, being scheduled at a time mutually agreeable to the employee and the Employer Administrator or their designate.

20.04 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreeable to the employee and the Employer Administrator or their designate.

20.05 Vacation Pay on Termination

An employee whose employment ceases prior to taking their vacation shall be paid an amount equal to the vacation pay they are entitled to, at the time their employment ceases.

20.06 Vacation Pay on Retirement

On retirement, an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the fiscal year.

20.07 Vacation Requests

Vacation requests shall be in writing and are subject to mutual agreement between the employee and the Employer. An employee shall endeavor to submit a vacation request at least two (2) weeks in advance, and the Employer shall respond within five (5) business days of the request being submitted. Once agreed upon, the vacation shall not be changed without the consent of the employee and the Employer Administrator or their designate.

20.08 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation, except as provided in Article 20.01 (b) unless the employee and the Employer Administrator or their designate agree otherwise.

20.09 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement leave or any other approved leave with pay during their vacation period, the leave shall be either added to the vacation period or reinstated for use at a later date mutually agreeable to the employee and the Employer Administrator or their designate.

ARTICLE 21 SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by reason of being sick or disabled, exposed to a contagious disease or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under WorkSafeBC

21.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one-half (1½) working days for every one hundred forty (140) hours worked by an employee to a maximum of eighteen (18) sick days a calendar year.

21.03 Illness in the Family

- (a) Upon making a written request to the Employer Administrator or their designate, an employee shall be allowed a maximum of three (3) days paid leave per fiscal calendar year to provide for the needs during illness of their spouse, parent, or child.
- (b) Upon making a written request to the Employer Administrator or their designate, an employee shall be entitled to take earned sick leave to provide for the needs of an immediate family member during illness, including the employee's spouse, parent, child, grandparent, immediate in-law, sister or brother.

21.04 Deductions from Sick Leave

A deduction, hour for hour, shall be made from accumulated sick leave credits of all normal working days (exclusive of holidays) absent on sick leave.

An employee who qualifies for weekly indemnity insurance payments may have their payments topped up to their regular pay over the period of sick leave by making a deduction from their unused accumulated sick leave. Topping up shall result in a proportionate deduction from the unused accumulated sick leave credits.

21.05 Proof of Illness

An employee may be required, at the request of the Employer, to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness or that a member of their immediate family was ill.

21.06 Sick Leave During Layoff

When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence, but shall retain their accumulated credit, if any, existing at the time of such layoff.

21.07 Extended Sick Leave

An employee who has exhausted their sick leave credits shall be granted extended sick leave without pay. No employee shall be terminated by reason of having exhausted their sick leave credits.

21.08 Sick Leave Records

Immediately after the close of each fiscal year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

21.09 Payment for Unused Sick Leave on Termination of Employment

- (a) In the event of the death of an employee, the value of all accrued sick leave credits shall be paid to the employee's beneficiary as designated in the Group Life Insurance coverage.
- (b) On severance or retirement after three (3) years' service, an employee having accrued sick leave credits shall receive an allowance in lieu of sick leave equal to fifty percent (50%) of the credits at the rate of pay effective immediately prior to severance or retirement. An employee who is terminated for cause shall be disqualified from payments of unused sick leave credits.

ARTICLE 22 LEAVE OF ABSENCE

22.01 Leave Approval

All requests for leave of absence shall be in writing. Leave of absence shall be deemed to be approved unless the employee is advised in writing that the leave is not approved, within ten (10) working days of submitting the leave request.

22.02 Grievance and Arbitration Pay Provisions

Up to three (3) employees, who are members of the Union identified to the Employer in advance by the Union, shall receive their normal pay and benefits for the total time they are involved in grievance and arbitration procedures with the Employer during their regular working hours. Employees shall not receive overtime pay for time involved in grievance and arbitration procedures.

22.03 Leave of Absence for Union Functions

Upon the Union making a written request to the Employer, an employee elected or appointed to represent the Union at conventions, Executive and committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, or to attend training or workshops, or participate in any other Union work, shall be granted leave of absence without loss of benefits and seniority to participate in such Union functions.

The Employer shall continue to pay any such employee's regular wages while they are on leave of absence for Union functions and shall invoice the Union for any such wages. The Union will reimburse the Employer for such wages within fifteen (15) business days of receiving such an invoice from the Employer.

22.04 Leave of Absence for Full-Time or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Upon making a written request to the Employer Administrator or their designate an employee shall be granted leave of absence without pay but without loss of benefits and seniority so that the employee may be a candidate in federal, provincial, Band or municipal elections.
- (b) Upon making a written request to the Employer Administrator or their designate, an employee who is elected to a federal, provincial or municipal office or Band Council shall be granted leave of absence without pay and benefits but without loss of seniority during their term of office.

- (c) An employee who is elected as a member of the Lax Kw'alaams Band Council shall take mandatory leave of absence without pay and benefits but without loss of seniority during their term of office. The employee shall cease to be a member of the Union during such leave of absence.
- (d) Upon the Union making a written request to the Employer Administrator or their designate, an employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay and benefits but without loss of seniority for a period of one (1) year, on request by the Union, during their term of office.

22.05 Pay During Leave of Absence for Union Work or Conventions

Upon the Union making a written request to the Employer Administrator or their designate an employee shall receive the pay and benefits provided for in this Collective Agreement when on unpaid leave of absence for Union functions other than a full-time position with the Union. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

22.06 Paid Bereavement Leave

- (a) Upon making a written request to the Employer Administrator, or their designate, an employee shall be granted a minimum of three (3) regularly scheduled work days leave without loss of pay or benefits, in the case of the death of a member of their immediate family or extended family member including in-laws.
- (b) When travel is required, the employee shall be granted up to two (2) additional regularly scheduled workdays' leave, without loss of pay or benefits.
- (c) An employee may take up to one (1) day of their entitlement after the funeral.

22.07 Mourner's Leave

(a) Mourner's Leave

Upon making a written request to the Employer Administrator or their designate, an employee shall be granted leave without loss of pay and benefits to actively participate in a funeral.

(b) Band Members Funeral

In the event of a funeral being held at Lax Kw'alaams for a Band member, all employees who attend the funeral shall do so without loss of pay or benefits, with the condition that the employee returns to work thereafter.

22.08 Medical Leave

Upon making a written request to the Employer Administrator or their designate, an employee shall be granted up to five (5) working days per fiscal year leave of absence without loss of pay and benefits in order to engage in personal health-related appointments. On request, employees may be required to show proof of health-related care in order to qualify for medical leave.

22.09 Maternity Leave



- (1) A pregnant employee who requests leave under this subsection is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins:
 - (a) no earlier than thirteen (13) weeks before the expected birth date, and
 - (b) no later than the actual birth date and ends no later than seventeen (17) weeks after the leave begins.
 - (1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than seventeen (17) weeks after that date.
- (2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.
- (3) An employee who requests leave under this subsection is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends.
- (4) A request for leave must:
 - (a) be given in writing to the employer,
 - (b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and

- (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave.
- (5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than six (6) weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

In Accordance with the Canadian Labour Code.

Entitlement to Leave

Every employee is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks, which leave may begin not earlier than thirteen (13) weeks prior to the estimated date of their confinement and end not later than seventeen (17) weeks following the actual date of their confinement, if the employee:

- (a) has completed six (6) consecutive months of continuous employment with an Employer; and
- (b) provides their Employer with a certificate of a qualified medical practitioner certifying that they are pregnant.

Extension of Period

If the confinement has not occurred during the seventeen (17) weeks of their leave of absence, the leave of absence is extended until the date of their confinement.

Extension of Period – Child in Hospital

If, during the period of seventeen (17) weeks following the date of confinement, the child who was born is hospitalized, the period is extended by the number of weeks during which the child is hospitalized.

Limitation

An extension under this section must not result in the period being longer than fifty-two (52) weeks.

Parental Leave



- (1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to,
 - (a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under section 50,
 - (b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children, and
 - (c) [Repealed 2011-25-327.]
 - (d) for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken.
- (3) A request for leave must:
 - (a) be given in writing to the employer,
 - (b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.

- (4) An employee's combined entitlement to leave under section 50 and this section is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

Shared Parental Leave

Parents who share the parental leave may share up to seventy-one (71) weeks of leave. Parents have the option of taking their parental leave at the same time, or one after the other, so long as the total combined parental leave does not exceed seventy-one (71) weeks.

22.10 Special Leave

Upon making a written request to the Employer Administrator or their designate, an employee shall be granted leave of absence with pay and without loss of seniority and benefits for the following reasons:

Leave of Absence one (1) week:

- birth of male employee's child
- adoption of employee's child

Leave of Absence three (3) working days at the discretion of the employee:

- employee's marriage.

Leave of Absence up to three (3) days:

- when weather conditions prevent an employee from reaching Port Simpson (applicable only when an Employee is on Employer Business)

Leave of Absence up to two (2) days:

- serious fire or flood in employee's household,
- serious household or domestic emergency.

Leave of Absence one (1) day:

- marriage of employee's child, brother, or sister,
- birth of employee's grandchild,
- employee's or employee's spouse or dependent's graduation.

22.11 Time Off for Elections

An employee shall be granted four (4) consecutive hours off with pay before the closing of the polls in any federal, provincial, municipal or Band election or referendum at which the employee is eligible to vote.

22.12 Paid Jury or Court Witness Duty Leave

Upon making a written request to the Employer Administrator or their designate, an employee shall be granted leave of absence without loss of seniority and benefits to an employee who serves as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses except where the employee is a party to a court action against the Employer. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered time worked at the regular rate of pay. The employee shall not be entitled to overtime pay.

22.13 Leave for Court Appearance or Incarceration

In the event that an employee or employee's child is accused of an offense or is party to a civil action which requires a court appearance, upon making a written request to the Employer Administrator or their designate, the employee shall be granted leave of absence without pay and without loss of seniority and benefits to appear in court or meet with legal counsel. In the event that the accused employee is jailed awaiting a court appearance, they shall be entitled to an automatic leave of absence without loss of seniority and benefits, but without pay.

22.14 Education Leave

Upon making a written request to the Employer Administrator or their designate, an employee may be granted a leave of absence:

- (a) with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications related to their employment with the Employer;
- (b) without pay but without loss of seniority and benefits to attend a course of studies approved by the Employer.

The Employer will review and consider requests for training and education leaves by reference to the Training Priority Grid attached to this Collective Agreement and will document the reasons for any denial and place them in the employee's file.

22.15 General Leave

Upon making a written request to the Employer Administrator or their designate for good and sufficient cause, an employee shall be granted leave of absence for up to three (3) months without pay but without loss of seniority and benefits. The Employer shall not reasonably withhold such leave.

22.16 Paid Education Leave for Union Training (PEL)

Upon the Union making a written request to the Employer Administrator or their designate, leave of absence with pay shall be granted to one (1) or more employees chosen by the Union for the purpose of attending Union Education Seminars. The leave shall be taken at times agreed upon by the Parties' Administrator or their designate. The leave taken by the employee(s) chosen by the Union shall not total more than five (5) working days per fiscal year. An employee granted such leave shall continue to accrue seniority and benefits during the period of leave.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The Employer shall pay wages bi-weekly by direct deposit, in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

23.02 Equal Pay for Work of Equal Value

Employees shall receive equal pay for work of equal value, free of discrimination.

23.03 Pay on Temporary Transfer, Higher Rated Job

- (a) When an employee, upon request by the Employer Administrator or their designate, agrees to temporarily relieve in or performs the principal duties of a higher paying position within the Bargaining Unit, they shall receive the pay rate for the higher position.
- (b) After temporary assignment in a higher Bargaining-Unit classification for six (6) months cumulative, an employee shall be reclassified into that position permanently.
- (c) When an employee, upon request by the Employer Administrator or their designate, agrees to temporarily relieve in or perform the principal duties of a higher paid position outside the Bargaining Unit, the employee and the Employer Administrator or their designate shall mutually agree on the pay rate for the position. During the period of temporary transfer outside the Bargaining Unit, the employee shall be deemed to be covered by those provisions of the Collective Agreement pertaining to compensation (other than the pay rate), employee benefit plans, just cause for discipline or dismissal and the grievance and arbitration procedure.

23.07 Premium Pay for Abnormal Working Conditions

In addition to the basic wage, a ten percent (10%) per hour premium shall be paid to employees performing work that the Parties have agreed to be dirty or hazardous.

23.08 Rates for Charge Hands

- (a) A Charge Hand is one who, over and above their regular work, supervises two (2) or more employees.
- (b) A Charge Hand shall receive not less than ten percent (10%) above the highest rated classification supervised.

23.09 Professional Fees and Licenses

The Employer shall pay professional and/or license fees other than for a British Columbia driver's license for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

23.10 Legal Fees

The Employer shall pay all legal and court costs as well as judgment costs, if any, for any action initiated against an employee by reason of the performance of their employment duties. This benefit does not apply when the action is initiated by the Employer against the employee or if the employee was not performing their duties in accordance with the directives and orders.

23.11 Premium Pay for Work on Scheduled Saturday or Sunday

Employees shall receive an hourly premium as set out in Schedule "A" attached hereto for all regular daily hours of work scheduled on Saturday or Sunday.

23.12 Severance Pay

An employee shall be given sixty (60) calendar days' notice and severance pay on the basis of four (4) weeks' pay at the regular rate for the position last occupied for each year of employment if the Employer:

- (1) ceases wholly or partly the operations; or
- (2) merges with another employer; or
- (3) changes operating methods; and the Employer is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work.

ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be discussed with the Union.

24.02 No Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior agreement between the Union and the Employer. This Article shall not be construed as requiring the Employer to fill existing vacancies.

24.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to collective bargaining between the Parties. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

ARTICLE 25 EMPLOYEE BENEFIT PLANS

25.01 Hospital, Medical and Dental Insurance

(a) The Employer shall pay the full cost of the following plans for all employees and their dependents where similar coverage is not available through First Nations Health Authority funded programs:

- (1) a vision care plan providing similar coverage to that available through First Nations Health Authority funded programs;
- (2) a dental plan providing similar coverage to that available through First Nations Health Authority funded programs.

In the case of absence for illness or disability, the Employer 's contribution will be paid to the above plans for a maximum of one (1) year from commencement of absence. Thereafter, the employee may pay the full premiums through the Employer. In the event of death of an employee, the Employer shall continue to pay the required premiums for the survivor and his dependents for a maximum of one (1) year.

25.02 Group Life Insurance Program

The Employer shall pay the full cost of the premium for a Group Life Insurance and Accidental Death and Dismemberment Plan, mutually agreeable to the Parties, for all employees. The amount of life insurance shall be two (2) times the employee's annual earnings to a maximum of two hundred thousand dollars (\$200,000) for each employee.

25.03 Long Term Disability Plan

- (a) The Employer shall pay the full cost of the premium for a Long-Term Disability (L.T.D.) Plan, mutually agreeable to the Parties. The Plan shall provide, after a seventeen (17) week qualifying period, coverage for seventy-five percent (75%) of an employee's pay, up to a maximum of four thousand dollars (\$4,000) monthly, to continue until age sixty-five (65).
- (b) While on Long Term Disability, an employee shall accumulate seniority and shall be entitled to all rights and benefits under this Collective Agreement, except pay.
- (c) An employee who is no longer deemed disabled under the provisions of the Long-Term Disability Plan shall be placed in their former position or an equivalent position with the Employer.

25.04 Retirement Plan

The Employer and its employees agree to participate in a retirement plan mutually agreeable to the Parties, as a condition of employment for all employees upon completion of upon completion of the probation period. The Employer shall contribute three percent (3%), five percent (5%), or eight percent (8%) of the employee's pay to the Retirement Plan, in order to match the amount of contribution the employee chooses to make.

25.05 Weekly Indemnity Insurance

The Employer agrees to pay the full cost of the premium for a weekly indemnity insurance plan, mutually agreeable to the Parties. The Plan shall provide coverage for seventy-five percent (75%) of an employee's pay up to a maximum of seven hundred and fifty dollars (\$750) weekly, for up to a maximum of seventeen (17) weeks.

26.06 Contribution of Benefits on Layoff

In the event that an employee is laid off, the Employer agrees to pay its share of the premium for medical, dental, group life insurance and other benefits provided that, where applicable, the employee pays their share of the premium. The Employer's contribution shall be made on the following basis:

- (1) less than three (3) month service – no contribution;
- (2) three (3) months to one (1) year service – contributions for two (2) months;
- (3) more than one (1) year of service – contributions for four (4) months.

25.07 Continuation of Benefits During Work Stoppages

In the event of a work stoppage, the Employer shall pay its share of the premiums for medical, dental and group life insurance and other benefits for up to two (2) months, provided that, where applicable, the employee pays their share of the premiums.

25.08 Workers' Compensation Pay Supplement

- (a) All employees shall be covered by the WorkSafe BC Act. An employee prevented from performing their regular work with the Employer due to an account of an occupational accident that is covered by WorkSafe BC Act shall receive from the Employer the difference between the amount payable by WorkSafe BC and their last rate of pay.
- (b) An employee receiving payment for a compensable injury under the WorkSafe BC Act shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. While on a WorkSafe BC claim, the Employer shall continue to pay its share of the premiums for medical, dental and group life insurance and other benefits, provided that, where applicable, the employee pays their share of the premiums.
- (c) An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer.

ARTICLE 26 HEALTH AND SAFETY

26.01 Co-operation on Safety

The Parties shall co-operate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

26.02 Disclosure of Information

The Employer shall, upon the written request of the Union, provide the Union written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment of an employee or group of employees. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment, and antidotes.

26.03 Time Off for Health and Safety Training

Union members, with the approval of the Employer, shall be entitled to time off from work with no loss of seniority, benefits or pay to attend seminars sponsored by government agencies or the Union for instruction and upgrading on health and safety matters related to the Employer's operation.

26.04 Right to Refuse Unsafe Work

- (a) An employee shall not carry out, or cause to be carried out, any work process or operate, or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- (b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to his Supervisor. The Supervisor shall forthwith investigate the matter and ensure that any unsafe condition is remedied without delay or if, in their opinion, the report is not valid, inform the employee who made the report. If the employee still refuses to carry out the work process, the Supervisor shall investigate the matter in the presence of the employee and a representative of the Union. If this further investigation does not resolve the matter, then the Parties shall notify the Workers' Compensation Board who shall finally resolve the matter.
- (c) An employee shall not be subject to disciplinary action for refusing to work as provided in this Article. The employee shall be given alternative work at no loss in pay until the matter is resolved.

26.05 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions.

26.06 Injury Pay Provisions

An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

An employee who has received payment under this Article and who later returns to work shall be paid for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

26.07 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

26.08 Excavation Work

When employees are employed in excavation work, there shall be a worker on the surface of the ground to ensure the safety of workers engaged in the trench and to assist in the carrying out of the work.

26.09 Reporting

No employee shall be disciplined, discharged, penalized, or intimidated as a result of reporting any alleged violations to the Employer or to another agency, provided the Employer has been notified of the alleged violation first.

26.10 Workplace Violence

- (a) Definition of Violence: Any incident in which an employee is abused, threatened or assaulted during the course of their employment. This includes the application of force, threats with or without weapons, severe verbal abuse and sexual and racial harassment.
- (b) Reporting Violent Incidents: The Employer agrees that all cases of violence whether involving major injury, minor injury, threats, verbal abuse or sexual and racial harassment, must be reported to the Employer and to the Joint Union/Employer Health and Safety committee.

- (c) Development of Policies Against Violence: The Employer agrees to develop explicit policies for dealing with the problem of violence. The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have faced violence. The policies detailing the organization and arrangements for dealing with the problem will be part of the Employer's health and safety policy. The violence policy will be brought to the attention of all employees.
- (d) Joint Consultation for Developing Policies: The Employer agrees that the development and implementation of policies to address violence in the workplace must be subject to negotiation and must be agreed to at all stages by the Union. Full use must be made of the Union Employer Health and Safety committees.

ARTICLE 27 TECHNOLOGICAL AND OTHER CHANGES

27.01 Technological Change Defined

Technological Change means:

- (a) the introduction by the Employer of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the Employer in its work, undertaking or business; or
- (b) a change in the manner the Employer carries on its work, undertaking or business related to the introduction of that equipment or material.

27.02 Technological Change - Notice and Consultation

The Employer shall notify the Union three (3) months before the introduction of any technological changes which affect the rights of employees, conditions of employment, rates of pay or workloads. If the Parties fail to agree on how the technological change shall be implemented, the outstanding matters shall be determined through the arbitration procedure. The technological change shall not be introduced by the Employer until such determination is made.

27.03 Technological Change - Attrition Arrangements

No regular employee shall be dismissed or have their regular hours reduced by the Employer because of mechanization, technological or other changes.

27.04 Technological Change - Income Protection

An employee who is displaced from their job by reason of technological change shall suffer no reduction in normal earnings.

27.05 Technological Change - Transfer Arrangements

An employee who is rendered redundant or displaced from their job as a result of technological change shall be given an opportunity to fill any vacancy for which they have seniority and which they are qualified to perform. If there is no vacancy, they shall have the right to displace an employee with less seniority provided they are able to perform the job.

27.06 Technological Change - Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Employer, be given a reasonable period of time during which they may perfect or acquire the skills required by the new method of operation. There shall be no reduction in pay rates during the training period of any such employee and no reduction in normal earnings upon being reclassified in the new position.

ARTICLE 28 JOB SECURITY

28.01 Restrictions on Contracting Out

In order to provide job security for the employees in the Bargaining Unit, the Employer agrees that no work or services performed by the employees shall be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-Bargaining-Unit employee.

28.02 Inclement Weather

Whenever ordinary work cannot reasonably be continued during working hours by reason of inclement weather, the Employer shall either provide indoor work for outside employees or allow them to stand by inside without loss of pay.

ARTICLE 29 UNION LABEL

29.01 Union Label

The CUPE Union Label shall be displayed prominently throughout the Employer's operations. Locations and uses of the Union Label shall be by mutual agreement between the Parties.

ARTICLE 30 GENERAL CONDITIONS

30.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

30.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees shall have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

30.03 Tools and Replacement

An employee who is required by the Employer to furnish his own hand tools shall be reimbursed the cost to replace such a tool(s) when it breaks, wears out or is lost from the workplace through no fault of the employee, or where the tools are stolen from the Employer premises. The Employer shall supply all power tools.

ARTICLE 31 PRESENT CONDITIONS AND BENEFITS

31.01 Present Conditions to Continue

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Collective Agreement, unless modified in writing by mutual agreement between the Parties.

ARTICLE 32 GENERAL

32.01 Gender neutral terms will be applied.

ARTICLE 33 TERM OF AGREEMENT

33.01 Duration

This Collective Agreement shall be binding upon the Parties and in effect from April 1, 2022 – March 31, 2027 and shall be deemed to be automatically renewed in its present form, subject to any changes, from year to year unless the Parties agree to a new Collective Agreement through collective bargaining procedures of the Industrial Relations Act.

33.02 Changes in Agreement

Any changes in this Collective Agreement deemed necessary by Parties may be made by mutual agreement at any time during the existence of this Collective Agreement.

33.03 Retroactive Pay for Terminated Employees

An employee who has severed their employment between the termination date of this Collective Agreement and the signing of the new Collective Agreement shall receive the full retroactivity of any increase in wages.

33.04 Retroactivity

All changes in this Collective Agreement shall be adjusted retroactively unless otherwise specified.

Signed this _____ day of _____, 2022

FOR THE EMPLOYER:

Tec Acosta, CAO

Reginald Sampson, Housing Manager

FOR THE UNION:

Polly Dudward, President Local 2365

Cory Thomas, CUPE National Rep

SCHEDULE "A" - WAGE GRID

Level	Classification	01-Apr-21	Equity	New/Adj.	01-Apr-22
		31-Mar-22		Wage	31-Mar-23
		Current	Increase	Effective	2.5% or
		Wage Level		1-Apr-22	COLA
					Increase
Supervisor Level 1	Public Works Foreman	\$25.01	\$1.50	\$26.51	\$27.17
	Daycare Supervisor			\$26.51	\$27.17
Program Officer Level 7	Environmental Assessment Coordinator			\$46.70	\$47.87
Program Officer Level 6	Uks-Baask Reconciliation Communication Coordinator			\$34.62	\$35.49
Program Officer Level 5	A&D Counsellor			\$28.00	\$28.70
	Family Services Worker			\$28.00	\$28.70
	C-92 Coordinator				\$30.75
Program Officer Level 4	Personal Care Worker	\$27.53		\$27.53	\$28.22
	Community Health Representative	\$27.53		\$27.53	\$28.22
Program Officer Level 3	Social Development Worker	\$25.51		\$25.51	\$26.15
	Patient Travel Coordinator	\$25.51		\$25.51	\$26.15
	Grant Writer			\$25.51	\$26.15
	Communications Officer			\$25.51	\$26.15
Program Officer Level 2	Health Administrative Assistant			\$23.35	\$23.93
Program Officer Level 1	Home Care Support	\$22.13		\$22.13	\$22.69
	Community Health Representative - Assistant	\$17.00	\$5.13	\$22.13	\$22.68
Educator Level 4	Education Coordinator			\$29.16	\$29.89
Educator Level 3	ECE Infant Toddler			\$23.74	\$24.33
Educator Level 2	Early Childhood Educator			\$22.82	\$23.39
Educator Level 1	Brighter Futures	\$20.28	\$1.22	\$21.50	\$22.04
	ECE Assistant			\$21.50	\$22.04
	Headstart Worker			\$21.50	\$22.04
Administration Officer 4	Senior Financial Clerk	\$37.52	\$0.00	\$37.52	\$38.45
Administration Officer 3	Executive Assistant	\$21.50	\$2.50	\$24.00	\$24.60
Administration Officer 2	Accounts Receivable/Payroll	\$21.50	\$1.50	\$23.00	\$23.58
	Accounts Payable	\$21.50	\$1.50	\$23.00	\$23.58
	Receptionist	\$21.50	\$1.50	\$23.00	\$23.58
	Financial Clerk	\$21.50	\$1.50	\$23.00	\$23.58
	Membership Clerk	\$21.50	\$1.50	\$23.00	\$23.58
	Housing Clerk	\$21.50	\$1.50	\$23.00	\$23.58
Administration Officer 1	Guest Services	\$17.40	\$0.60	\$18.00	\$18.45
	Health Clerk	\$17.54	\$0.46	\$18.00	\$18.45

Level	Classification	01-Apr-21	Equity	New/Adj.	01-Apr-22
		31-Mar-22		Wage	31-Mar-23
		Current	Increase	Effective	2.5% or
		Wage Level		1-Apr-22	COLA
					Increase
Aquatic Technical 2	Aquatic Lead	\$20.38	\$0.62	\$21.00	\$21.52
Aquatic Technical 1	Lifeguard	\$18.15	\$0.85	\$19.00	\$19.47
Public Works 9	*School Bus Driver	\$28.72	\$0.00	\$28.72	\$29.44
	Class 1 Driver	\$21.50	\$0.00	\$21.50	\$22.04
	Elder's Van Driver	\$21.50	\$2.30	\$23.80	\$24.40
Public Works 8	Fully Certified Water & Wastewater Operator #3	\$29.00		\$29.00	\$29.73
	Fully Certified Pool Operator	\$29.00		\$29.00	\$29.73
	Red Seal Journeyman	\$29.00		\$29.00	\$29.73
Public Works 7	Fully Certified Water & Wastewater Operator #2	\$27.00		\$27.00	\$27.68
	Non-Red Seal Journeyman	\$27.00		\$27.00	\$27.68
	Capital Project Liaison	\$27.00		\$27.00	\$27.68
Public Works 6	Senior Maintenance Worker	\$25.51		\$25.51	\$26.15
	Fully Certified Water & Wastewater Operator #1	\$25.00		\$25.00	\$25.63
	Trades Apprenticeship - Year 4	\$25.00		\$25.00	\$25.63
Public Works 5	Certified Water & Wastewater - Small Water Operator	\$23.50		\$23.50	\$24.09
	Trades Apprenticeship - Year 3	\$23.50		\$23.50	\$24.09
	By-Law & Community Safety Officer				\$23.50
Public Works 4	Certified Pool Operator #1 & #2	\$22.48		\$22.48	\$23.04
Public Works 3	Maintenance Worker	\$21.50	\$0.85	\$22.35	\$22.91
	Custodian	\$21.50	\$0.85	\$22.35	\$22.91
	Trades Apprenticeship - Year 2	\$21.50	\$0.85	\$22.35	\$22.91
Public Works 2	First Responders			\$18.35	\$18.81
Public Works 1	Summer Workers	\$18.00		\$18.00	\$18.45
	Grass Cutters	\$18.00		\$18.00	\$18.45
	Casual Labourers	\$18.00		\$18.00	\$18.45
	Trades Apprenticeship - Year 1	\$18.00		\$18.00	\$18.45
	Student Part-Time	\$15.20		\$15.20	\$15.55**

Notes:

COLA calculations are based on January predictions.

***Parties agree to remove all Red Circling**

****Student Part-Time wage adjusted as per Federal Minimum Wage**

In the case that an incumbent is currently receiving wages greater than indicated above, they will be red-circled at that rate until such time as the wage in the grid is met or exceeded. At that time, all increases will be as per the Collective Agreement.

Shift Premium:	\$0.50 per hour Saturday or
Sunday Premium:	\$0.50 per hour
Night Shift Premium:	\$0.50 per hour

Notes:

1. No employee (including those on leave of absence) shall receive a lower rate of pay than they now enjoy as a result of the implementation of this Collective Agreement.
2. 2024 – 2027
2.5% or COLA (BC) Whichever is greater. Wage increase calculation done once percentage has been established.
3. Progression of Authority: See Employer currently approved Organizational Chart (upon request)

LETTER OF UNDERSTANDING #1
BETWEEN
LAX KW'ALAAMS BAND
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2365

Re: Pension Plan

The parties agree that the present pension plan shall be reviewed so that all participants fully understand the plan.

It is further agreed that options to the current plan, including changes, replacement and/or cancellation shall be decided by the participants.

It is the intention of the parties that such review and any decisions made shall be concluded by March 1, 2027.

Furthermore, the Parties agree to participate in a complete review of all current health benefits including quotations on benefits not currently in the Collective Agreement.

Neither Party is under any obligation to agree to any changes in the current benefit plans. The Parties may, however, negotiate an agreement to change carriers, plans, or benefit levels if they so desire.

Signed this _____ day of _____, 2022

FOR THE EMPLOYER:

Ted Adnett, CAO

Reginald Sampson, Housing Manager

FOR THE UNION:

Polly Dudoward, President Local 2365

Cory Thomas, CUPE National Rep

LETTER OF UNDERSTANDING #2
BETWEEN
LAX KW'ALAAMS BAND
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2365

RE: Working Conditions for FIRST RESPONDERS

The Parties hereby agree to provide 24-hour Emergency Service to the Community of Lax Kw'alaams, and have agreed to the following conditions:

- (i) The rate of pay will be as indicated in Appendix A
- (ii) A shift will consist of eight (8) consecutive hours, including a one (1) hour unpaid meal break.
- (iii) A night shift premium of \$.50 will be paid for hours worked between 5pm – 9am
- (iv) All other applicable premiums will apply (weekend premiums)
- (v) Should a Responder be called in to work on scheduled days off, a minimum of four (4) hours will be paid

The Parties further agree that First Responders will be required to hold a valid driver's license and maintain current safety practices. The Employer will incur all associated costs related to the afore mentioned.

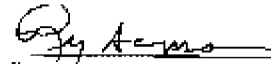
The Parties agree to review and adjust conditions as necessary, related to the work of First Responders.

Signed this _____ day of _____, 2022

FOR THE EMPLOYER:




Ted Adnett, CAO



Reginald Sampson, Housing Manager

FOR THE UNION:



Polly Dudoward, President Local 2365



Cory Thomas, CUPE National Rep