

WORKING DOCUMENT
LOCAL COLLECTIVE AGREEMENT
- BETWEEN -
BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT No. 50
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
QUEEN CHARLOTTE DISTRICT TEACHERS' UNION/
BRITISH COLUMBIA TEACHERS' FEDERATION
Effective July 1, 1998 to June 30, 2001

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the Public Education Labour Relations Act, as those terms and conditions are applicable to this school district. In the event of dispute, the original source documents would be applicable.

BETWEEN THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 50 (Queen Charlotte) a corporate body established pursuant to the School Act, 1989, Section 85 (hereinafter referred to as "the Board")

PARTY OF THE FIRST PART

AND THE QUEEN CHARLOTTE DISTRICT TEACHERS' ASSOCIATION, a trade union pursuant to the Industrial Relations Act, (hereinafter referred to as "the Union")

PARTY OF THE SECOND PART

NOW THEREFORE WITNESSETH that the parties agree and covenant as hereinafter set forth:

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SECTION A Collective Bargaining Relationship

ARTICLE A1 PREAMBLE

- A1.1 The parties recognize and support the purposes of this Agreement to be:
- A1.1.1 to set forth the terms and conditions of employment agreed to between the parties;
 - A1.1.2 to promote harmonious relations between the Board and its Officials and the Union;
 - A1.1.3 to encourage cooperation in providing efficient quality education to the pupils in the District, and;
 - A1.1.4 to set forth mechanisms for the expeditious settlement of disputes which may arise from time to time as to the application or interpretation of this Agreement.
- A1.2 This Agreement is made pursuant to and governed by the School Act, 1989, and the Labour Relations Code (1989) and Bill 52. In case of any conflict between this Agreement and those Acts and any Regulations made thereunder, those Acts and Regulations shall prevail.
- A1.2.1 Terms used in this Agreement defined in those Acts shall have the meanings defined in those Acts.

ARTICLE A2 TERM, CONTINUATION AND RENEGOTIATION [P.C. A.1]

- A2.1 Except as otherwise specifically provided, this Collective Agreement is effective July 1, 1998 to June 30, 2001. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they shall commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a collective agreement for the subsequent period.
- A2.2 In the event that a new collective agreement is not in place by June 30, 2001, the terms of this Collective Agreement are deemed to remain in effect until that date on which a new agreement is concluded.
- A2.3 Subject to A.1.4 below, all terms and conditions of the Previous Collective Agreement are included in this Collective Agreement, except where a term or condition is amended or modified by or in accordance with this Collective Agreement.
- A2.4 Where the Previous Collective Agreement contains a term or condition which provides additional or superior provisions to those provided in this Collective Agreement, the additional or superior provisions of the Previous Collective Agreement shall remain part of this Collective Agreement.
- A2.5.1 Where employees are added to the bargaining unit established under section 5 of the PELRA during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.

- A2.5.2 Where the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
- A2.5.3 Where the parties are unable to agree on an arbitrator either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- A2.6 In this Collective Agreement the term "Previous Collective Agreement" means the terms and conditions of employment established by the "Transitional Collective Agreement" between the B.C. Public School Employers' Association (BCPSEA) and the British Columbia Teachers' Federation (BCTF) for the period June 17, 1996 to June 30, 1998, as such terms and conditions apply at June 30, 1998.

ARTICLE A3 RECOGNITION OF THE UNION [P.C.-A.2]

- A.3.1 The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which BCTF is established as the bargaining agent pursuant to PELRA and subject to the provisions of this Collective Agreement.
- A.3.2 Pursuant to PELRA, the employer recognizes the Queen Charlotte District Teachers' Association as the teachers' union for the negotiation in the district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in the district subject to PELRA and the Provincial Matters Agreement.
- A.3.3 The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of PELRA.
- A.3.4 Application to Contract

All of the provisions of this Agreement shall apply to all teachers employed by the Board on a full time or part time basis unless specifically stated otherwise in a particular Article.

A3.5 MEMBERSHIP REQUIREMENT [P.C. - A.3]

All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the Queen Charlotte District Teachers' Association.

A3.6 EXCLUSIONS FROM THE BARGAINING UNIT

Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the Agreement of the parties.

A3.6.1 The Board shall notify the President of the Union of all new positions requiring a teaching certificate (including Administrative officer positions as defined by the School Act), offered in the District, and submit to the President a written job description of the new position(s). It is agreed that such notice does not constitute Posting of the position(s).

A3.6.2 Newly created positions requiring a teaching certificate (excluding Administrative Officer positions, as defined by the School Act), shall be included in the bargaining unit unless the position is excluded by mutual Agreement of the parties.

A3.7 NO CONTRACTING OUT

The employer shall not contract out work of a type and kind normally performed by members of the union.

ARTICLE A4 MANAGEMENT RIGHTS

A4.1 The Union recognizes the responsibility and the right of the Board to manage and operate the School District in accordance with its responsibilities and commitments. The right to assign duties and to manage and direct employees in a fair, reasonable and non-discriminatory manner is vested exclusively in the Board except as otherwise specifically provided for in this Agreement or applicable legislation.

ARTICLE A5 LOCAL AND BCTF DUES DEDUCTION [PC-A.4]

A5.1 The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the Local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the Local respectively. The employer further agrees to deduct levies of the BCTF or of the Local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.

A5.2 At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the Local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.

A5.3 The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.

A5.4 The form and timing of the remittance of Local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the Local and the employer.

A5.5 The employer shall provide to the BCTF and the Local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

ARTICLE A6 GRIEVANCE PROCEDURE [P.C.–A.6]

A6.1 Preamble

The parties agree that this article constitutes the method and procedure for a final and conclusive settlement of any dispute (hereinafter referred to as "the grievance") respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable.

Steps in Grievance Procedure

A6.2 Step One

- a. The Local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the Local, the grievor shall be accompanied at this meeting by a representative appointed by the Local.
- b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

A6.3 Step Two

- a. If the grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in paragraph (A6.2.a) the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the Local to the superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the Local, and attempt to resolve the grievance.
- b. The grievance shall be presented in writing giving the general nature of the grievance.

A6.4 Step Three

- a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in paragraph (A6.3.a) the Local may, within a further ten (10) working days, by letter to the superintendent or official designated by the district, refer the grievance to Step Three of the grievance procedure. Two

representatives of the Local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

If both parties agree and the language of the Previous Local Agreement stipulates:

- i. the number of representatives of each party at Step Three shall be three; and/or
 - ii. at least one of the employer representatives shall be a trustee.
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

A6.5 Omitting Steps

- a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.
- b. Grievances of general application may be referred by the Local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

A6.6 Referral to Arbitration: Local Matters

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in paragraph A6.4a, the Local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addendums, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "local matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

A6.7 Referral to Arbitration: Provincial Matters

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in paragraph A6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addendums, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "provincial matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:

- i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
- ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in A6.7.a and A6.7.b of this article.
- iii. Each party shall determine who shall attend the meeting on its behalf.

A6.8. Arbitration (Conduct of)

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A6.7.c. shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the arbitrator
 - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
 - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
 - iii. The provisions of this article do not override the provisions of the BC Labour Relations Code.
- e. The decision of the arbitrator shall be final and binding.

- f. Each party shall pay one half of the fees and expenses of the arbitrator.

A6.9. General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the Local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the Local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e. Any employee whose attendance is required at any grievance meeting pursuant to this Article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.

ARTICLE A7 EXPEDITED ARBITRATION

A7.1 Any grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by the party originating the grievance

A7.2 All grievances except the following may be referred by the party originating the grievance to expedited arbitration:

A7.2.1 dismissals

A7.2.2 suspensions in excess of 20 days

A7.2.3 policy or general grievances

A7.3 By mutual agreement a grievance falling into the categories in A7.2 may be referred to expedited arbitration.

A7.4 A single arbitrator shall be selected from the list A7.8, subject to A7.5. The arbitrator shall be selected on a rotational basis. Should none be available, the Ministry of Labour shall be requested to name an arbitrator.

A7.5 Within 10 teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within five days. If no

arbitrator from the list is available within 10 teaching days, the first available arbitrator from the list shall be selected.

A7.6 No written reasons for the decision shall be provided beyond that which the arbitrator deem appropriate to convey a decision unless either party requests a detailed written decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter unless a detailed written decision has been given.

A7.7 The parties agree to share equally the costs of the fees and expenses of the arbitrator, and shall be responsible for all expenses incurred by their own side.

A7.8 The list of arbitrators shall be:

A7.8.1 Allan Hope

A7.8.2 Mervin Chertkow

A7.8.3 Nancy Morrison

ARTICLE A8 UNION RIGHTS

A.8.1 ACCESS TO INFORMATION

The Board agrees to furnish to the Union as soon as it is practical the following information:

- a. audited financial reports, Board budgets as presented at public meetings, preliminary and final fiscal frameworks, and statements of final determination;
- b. professional employee information including a list of employees showing the name, category, experience, and staff assignment, mailing addresses and phone numbers, together with an annual list of accumulated sick leave which shall remain confidential. A seniority list is provided under Article C2 (Layoff / Recall);
- c. notification of appointments, reassignments, transfers, resignations, retirements, and employee deaths;
- d. notification of available teaching positions at the time of publication;
- e. notification of suspensions, terminations, and less than satisfactory reports as they occur;
- A8.1.1 f. agendas and minutes of all public Board meetings, and relevant attachments thereto distributed to the Board, at least twenty-four (24) hours prior to the meeting.

A8.1.2 In addition, the Board may provide other information the Union requires to fulfill its role as local representative.

A8.2 ACCESS TO INTERNAL MAIL

The Union shall have access to the District mail service and employee mail boxes, free of charge, for communication to bargaining unit members. The Board shall endeavor to provide weekly service to the schools.

A8.3 ACCESS TO WORKSITE AND USE OF FACILITIES

A8.3.1 Representatives of the Union shall be permitted to transact official Union business on school property and utilize District facilities.

A8.3.2 The Union shall be permitted to use school facilities and equipment for meetings and other Union activities.

A8.3.3 Requests for use of facilities shall be in accordance with Policy 7000 and all expenses incurred shall be charged to the Union at cost.

A8.3.4 The Union shall have the right to post notices of activities and matters of Union concern on staff bulletin boards.

A8.4 PICKET LINE PROTECTION

All Teachers covered under this Agreement shall have the right to refuse to cross or work behind a duly constituted picket line. Failure to report for duty for this reason shall be considered as absence without pay.

A8.4.1 Refusal to cross a picket line encountered in carrying out Board business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Board.

A8.4.2 For the purpose of this Article a picket line shall be considered legal until declared otherwise by the IRC or the courts.

A8.5 RELEASE TIME FOR CONTRACT NEGOTIATION

Bargaining Leave with pay shall be provided for up to five (5) members of the Union Bargaining Committee to conduct contract negotiations. The first order of business for the bargaining committee shall be the completion of a Protocol Agreement.

A8.5.1 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS [P.C.–A.7]

- a. The school board shall grant a leave of absence without pay to an employee designated by the Provincial union for the purpose of preparing for, participating in or conducting negotiations as a member of the Provincial bargaining team of the BCTF.

- b. To facilitate the administration of this Clause, when leave without pay is granted, the school board shall maintain salary and benefits for the employee and the BCTF shall reimburse the school board for the salary costs.
- c. Any other leaves of absence granted for Provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the school board for the salary costs of any teacher employed to replace a teacher granted leave.
- d. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

A8.6 RIGHT TO ATTEND AND CONVENE MEETINGS

School staff representatives (or his/her designate), elected or appointed in accordance with Union procedures shall have the right:

- A8.6.1 outside of instructional hours, to convene meetings in the school to conduct Union business;
- A8.6.2 outside of instructional hours, to be present at a STEP 1 Grievance meeting between an Administrative Officer and a teacher in the school or District;
- A8.6.3 subject to the safety and educational welfare of students to be relieved of instructional duties in order to participate in a grievance, arbitration, or any other meeting with Board representatives when required to be present.
 - a. Adequate notice shall be given to the Superintendent of Schools or his designate when it is necessary for the representative to leave the classroom for periods that would require the services of a substitute.

A8.7 RIGHT TO REPRESENTATION

Whenever a principal or supervising officer requests a teacher to attend a meeting for the declared purpose of discipline, the teacher and/or the administrator may be represented at the meeting by a person of his or her choice.

ARTICLE A9 TEACHER SUPPORT STAFF

- A9.1 Teacher Support Staff hired to assist teachers in carrying out their responsibilities and duties shall be under the direct supervision of teachers and the general supervision of an Administrative Officer.
 - A9.1.1 Formal evaluations of Teacher Support Staff are the responsibility of the principal but directing teachers shall, upon request, provide information to the principal to assist in writing such evaluations.
- A9.2 Teacher Support Staff shall not assume the instructional responsibility for designing the educational programs for students, or for the evaluation of students.

- A9.3 When the classroom teacher is absent from the classroom, Teacher Support Staff may continue instructional assistance as specified by the teacher.
- A9.4 Teacher Support Staff shall not be used to replace qualified teachers except when employed as substitute teachers.
- A9.5 When schedules do not allow adequate time for the teacher to confer with the assigned Teacher Support Staff, the teacher may request time during instructional hours for that purpose.

ARTICLE A10 GENERAL PROVISIONS

A10.1 COLLEGE FEES

The Board shall distribute dues deduction forms to all teachers employed in the District. The Board shall honor the deduction forms signed by teachers and remit the appropriate fee required for membership in the B.C. College of Teachers established under the Teaching Profession Act.

A10.2 COPY OF AGREEMENT

The Board and Union desire every teacher to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Board will provide every teacher covered by this Agreement with a copy of this Agreement within fifteen (15) days following proof-reading of the Agreement, as mutually agreed by the parties, after the conclusion of negotiations. Costs shall be shared 50/50.

A10.3 UNION INVOLVEMENT IN BOARD BUDGET PROCESS

The Union shall have the right to make a formal presentation at a public meeting of the Board prior to the finalization of the Board's preliminary budget submission.

A10.4 POLICY PROPOSALS AFFECTING TEACHERS

Any proposed changes, additions or deletions to School Board policy relating to or affecting teaching staff regarding matters dealt with in this Agreement, shall be provided to the Union at least fourteen (14) days prior to the date of the proposed enactment.

- A10.4.1 The Union will be given the opportunity to discuss the matter with the Board or a Committee of the Board, within the period referred to or in any case prior to final enactment by the Board.

ARTICLE A11 COMMITTEE MEMBERSHIP [P.C.–A.5]

- A11.1 Local representatives on committees specifically established by this Collective Agreement shall be appointed by the Local.

- A11.2 In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the Local about the mandate of the committee, and the Local shall appoint the representatives.
- A11.3 Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Clause A11.1 and A11.2 above, in order to attend meetings that occur during normal instructional hours. Teacher on Call costs shall be borne by the employer.
- A11.4 When a Teacher on Call is appointed to a committee referred to in Clause A11.1 or A11.2 above, and the committee meets during normal instructional hours, the Teacher on Call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A Teacher on Call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the Teacher on Call shall receive a full day's pay.

SECTION B Salary and Economic Benefits

ARTICLE B1 GRID PLACEMENT BY TEACHER CATEGORY

B1.1 Classification of teachers on the salary schedule, except as provided elsewhere in the Agreement, shall be:

B1.1.1 For teachers already classified by the Ministry of Education according to the classification so established which shall relate to the Teacher Qualifications Service categories as follows:

- a. The Equivalent Teacher Qualification Service categories shall be Category 3 (EA); Category 4(SC/PC); Category 5 (SB/PB); Category 6 (SA/PA).

B1.1.2 For all other teachers according to their category by the Teacher Qualification Service Board.

ARTICLE B2 GRID PLACEMENT BY EXPERIENCE

B2.1 RECOGNITION OF EXPERIENCE

All teaching experience in government inspected schools shall be recognized and credited for placement on the salary schedule.

B2.1.1 Evidence of experience must be provided to the Secretary-Treasurer.

B2.1.2 Adjustments to pay, namely increments, will commence on the first pay period of the month following proof of experience and shall be retroactive to the first full month for which the credit would have applied in the current or previous school year.

B2.1.3 Where the Board has overpaid a teacher, the amount recovered shall apply only to overpayments in the current or previous year. The Board shall offer reasonable arrangements for repayment.

B2.2 DEFINITION OF EXPERIENCE CREDIT

A teacher shall be allowed credit for:

B2.2.1 Experience teaching in the British Columbia public school system;

B2.2.2 Experience teaching or appropriate administrative service with the Ministry of Education;

B2.2.3 Experience teaching or appropriate administrative service as a certified teacher as a member of a faculty of education recognized by the Ministry of Education for certification purposes;

B2.2.4 Teaching or appropriate administrative service in school systems of other jurisdictions where the Superintendent of Schools deems the service to be equivalent to that of employment in the public school system;

B2.2.5 Absence while on sick leave, extended sick leave (not including Salary Indemnity Plan), and regular maternity leave;

B2.2.6 Full-time service as a certified teacher on Leave of Absence from a school district to the local Association or the British Columbia Teachers' Federation. Similar part-time service shall be credited as for part-time teaching.

B2.3 CALCULATION OF YEAR'S EXPERIENCE CREDIT

With effect from September 1, 1989, the method of calculation shall be:

B2.3.1 Ten (10) months of full time employment or its equivalent, during a school or calendar year;

B2.3.2 Periods of part-time teaching, long-term substitute teaching and short term appointments may be added together for accumulation of years of experience credit, a year being the equivalent of two hundred (200) school days experience during three (3) years of teaching.

B2.3.3 Experience credit is not interrupted by school closure, non-instructional days, strike or lock-out.

B2.3.4 Experience credit may be granted by the Superintendent of Schools where a teacher has earned work experience in a specialized area acceptable to the Board.

ARTICLE B3 GRID PLACEMENT PROCEDURE

B3.1 METHOD OF DETERMINATION

Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, subject to Article B1 of this Contract and in accordance with years of experience as determined by Article B2 of this contract.

B3.2 DOCUMENTATION BY TEACHER

B3.2.1 At the time of appointment or initial placement on the list of certified substitutes, the Board shall advise the teacher, in writing, of the documentation required to establish initial scale placement, the requirement to advise the Board if any delay is expected in meeting the deadlines and the procedures for re-designation and appeal of any decision with respect to scale placement

B3.2.2 Each teacher shall submit all documentation required by the Board to establish salary placement.

- a. Such documentation shall be submitted within three (3) months of commencement of employment or initial placement on the list of certified substitutes, or change in categorization or certification.

- b. The teacher shall be responsible for advising the Board, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.
- c. Until such documents are delivered, the teacher placed on the salary grid shall be paid at Category 3 at recognized years of experience but shall receive full pay retroactively on proof of eligibility. Otherwise pay shall be adjusted commencing on the next pay period.

B3.2.3 The Board shall not refuse a request for extension of the time limits in extenuating circumstances. The Board shall advise the teacher in writing when any documentation has not been received and shall pursue the matter with the teacher.

B3.3 NOTIFICATION OF PLACEMENT

The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.

B3.4 APPEAL PROCEDURE

In the event that a teacher wishes to appeal his/her placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Chief Executive Officer for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the Grievance Procedure, as outlined in Article A6 of this contract will apply.

B3.5 NO CUTS IN SALARY

No teacher shall suffer a reduction in salary or benefits, exclusive of allowances, solely as a result of implementation of this Contract.

ARTICLE B4 ALLOWANCES FOR EXPENSES

B4.1 PROFESSIONAL DEVELOPMENT ALLOWANCE

The Board shall pay an allowance for Professional Development in ten (10) monthly installments as established in Article F3.

B4.2 MILEAGE ALLOWANCE

Teachers who are authorized to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed at the standard rate set by the Board for all employees. Appropriate insurance is the responsibility of the teacher.

B4.3 MOVING/RELOCATION ALLOWANCE

A teacher transferred within the District at the Board's request, and where such transfer necessitates a move, shall be moved to the new teaching position at the Board's expense.

B4.3.1 The teacher and the Board shall jointly arrange the details of the move, to be completed at no financial loss to the teacher.

B4.3.2 Allowable costs include moving personal and household effects, and travel for the teacher and his/her immediate family. Travel costs include mileage and/or air travel costs, food and lodging. The costs will be reimbursed upon presentation of proof of payment to the Board.

B4.4 OFF-ISLAND TRAVEL ALLOWANCE

The Board shall pay an Off-Island Travel Allowance of \$75 per month, pro-rated for part-time teachers.

April 1, 2000 \$75.00 plus 2% = \$76.50

ARTICLE B5 ALLOWANCES FOR POSITIONS OF SPECIAL RESPONSIBILITY

B5.1 APPOINTMENTS

All teachers shall be given the opportunity to apply for positions of special responsibility.

B5.2 TEACHER IN CHARGE

A teacher in charge may be appointed in a school by the school principal, subject to the approval of the Superintendent of Schools.

B5.2.1 The teacher shall receive a monthly allowance of \$174.00:

a. effective April 1, 2000 \$174.00 plus 2%=\$177.48

B5.2.2 A substitute shall be provided as the need is identified by the Principal in consultation with the teacher-in-charge.

B5.3 DISTRICT COUNSELLOR

The District Counsellor is a teacher who shall have the present salary agreement between himself and the Board red circled for the term of this agreement.

ARTICLE B6 BENEFITS ADMINISTRATION

B6.1 SIGN-UP

The Board shall provide each teacher with an application or enrollment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the teacher and kept on file by the Board.

B6.2 INFORMATION ON BENEFITS

The Board shall advise teachers by letter at appropriate intervals of those benefit plans available to teachers, the cost of those plans, and of those plans in which the teacher is enrolled.

B6.3 ASSISTANCE IN CLAIMING BENEFITS

The Board shall assist teachers in obtaining required benefits from the various benefit plans.

B6.4 PENSION PLAN ELECTION

Within 30 days of hiring, or adjustment of teaching appointment, the Board shall advise the teacher, including a certificated substitute teacher and teacher who is engaged in a less than half time capacity, that the teacher may elect to contribute to the Teachers' Pension Plan through submission of a request to the Board, with a copy to the Commissioner of Teachers' Pensions, that pension contributions be deducted.

ARTICLE B7 BENEFITS COVERAGE

B7.1 MEDICAL INSURANCE

The Board shall pay 95% of the premium cost of the Medical Services plan of B.C. for each full and part-time teacher employed by the Board.

B7.2 EXTENDED HEALTH

The Board shall pay 50% of the premium cost of a mutually agreed upon Extended Health Care Plan for each full and part-time teacher employed by the Board. The plan will currently include the following:

B7.2.1 prescription drugs at \$25 deductible and 80% reimbursement of balance

B7.2.2 vision care at \$200 per two year period

B7.2.3 supplemental travel rider payable at 100% reimbursement for the following Medical Travel Expenses:

- a. Transportation for a member and/or dependents by scheduled air, rail, ferry or bus to and from the nearest locale equipped to provide the treatment required, when ordered by the attending physician and surgeon because, in his opinion, adequate treatment is not available locally. Said transportation must be within two months of referral and will not be provided to points beyond Vancouver, B.C.
- b. Transportation of an attendant for the patient being transported under B7.2.3.a above, when ordered by the attending Physician and surgeon.
- c. Accommodation in a commercial facility for the patient only, before and after medical treatment to a maximum of \$45.00/day for a total of seven days. Accommodation is not provided for the attendant.

B7.3 DENTAL PLAN

B7.3.1 The Board shall pay 100% of the premium cost of a Dental Care plan for each full and part-time teacher employed by the Board. The Board shall retain the right to select or change the underwriters, provided that there is no reduction in the benefits for the teacher. The plan will include the following coverage:

- a. 100% of Plan "A" basic service
- b. 60% of Plan "B" prosthetic appliance, crown and bridge
- c. 50% of Plan "C" orthodontics (no limit)

B7.3.2 Membership in the Dental Plan shall be compulsory for all teachers except for those teachers who have proof of participation in an alternate Plan.

B7.4 GROUP LIFE INSURANCE

The Board shall pay 95% of the premiums of the BCTF/BCSTA Group Insurance Plan "B" for each full- and part-time teacher employed by the Board. Membership in this Insurance Plan shall be compulsory for all teachers.

B7.5 ADDITIONAL COVERAGE

The Board shall administer the following Plans, deduct monthly contributions and submit payments to the carrier with the provision that eligible members participating in the Plans shall pay the full costs of the premiums:

B7.5.1 BCTF Optional Term Life Insurance Plan

B7.5.2 BCTF Salary Indemnity Plan (SIP)

B7.6 CONTINUATION OF BENEFITS

Where a teacher is on medical leave of absence, following the termination of sick leave, as outlined in Article G1 (Sick Leave) of this contract, the teacher will be entitled to continue all benefits at the teacher's expense, during the period the teacher is in receipt of BCTF Salary Indemnity Plan (Short Term) benefits and, where necessary, a further period of one calendar year where the teacher is in receipt of benefits from the BCTF Salary Indemnity Plan (Long Term) for each of the plans the teacher was a participant in at the time the absence began.

B7.7 EI PLAN

The Board and the Union agree to enter into a SUB Plan whereby a teacher who has been in the service of the Board for two (2) consecutive years may apply to receive 95% of her wages for the two week waiting period before collecting UIC Maternity Benefits.

B7.8 DEATH BENEFITS

B7.8.1 In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six (6) months, the Board shall pay one (1) month's salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which he or she was last employed by the Board.

B7.8.2 The Board shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of two (2) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

ARTICLE B8 REGULAR TEACHERS

B8.1 RATES OF PAY

Regular teachers shall be paid according to their placement under the terms of Article B3 on the Salary Grid included in this Article.

B8.1.1 The Salary grids in the Local Agreement have been revised to reflect the following general increases to salaries:

- a. July 1, 1998 to June 30, 1999: no adjustment
- b. July 1, 1999 to March 31, 2000: no adjustment
- c. Effective April 1, 2000 2% increase

Efficiencies, gainsharing and productivity improvements, subject to PSEC approval, may be negotiated at anytime during the life of this agreement, to provide additional one-time bonuses or lump sum payments.

B8.1.2 GRIDS

GRID FOR THE PERIOD APRIL 1, 2000 – JUNE 30, 2001

| Year | Category 3 | Category 4 | Category 5 | Category 6 |
|-------------|-------------------|-------------------|-------------------|-------------------|
| 0 | 38,434 | 39,323 | 42,665 | 45,025 |
| 1 | 39,952 | 40,919 | 44,637 | 48,176 |
| 2 | 41,471 | 42,519 | 46,610 | 50,326 |
| 3 | 42,972 | 44,117 | 48,586 | 52,474 |
| 4 | 44,474 | 45,714 | 50,558 | 54,625 |
| 5 | 45,977 | 47,313 | 52,531 | 56,775 |
| 6 | 47,478 | 48,912 | 54,505 | 58,926 |
| 7 | 48,980 | 50,508 | 56,477 | 61,077 |
| 8 | 50,484 | 52,108 | 58,451 | 63,227 |
| 9 | 51,985 | 53,706 | 60,426 | 65,377 |
| 10 | | 55,303 | 62,399 | 67,526 |

B8.2 PAY PERIODS

Teachers shall be paid in 10 monthly installments.

B8.2.1 Except in December, a mid-month advance of approximately 45% of net salary shall be paid on the last banking day preceding the 16th of the month.

B8.2.2 Except in December, the month end payment will be made on the last teaching day in the month.

B8.2.3 In December, a single payment will be made on the last banking day preceding the 16th of the month.

B8.3 PART MONTH PAYMENTS AND DEDUCTIONS

B8.3.1 The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.

B8.3.2 A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.

B8.3.3 For purposes of the above clause, any prescribed day on which the teacher is on authorized leave of absence shall be deemed to be a day of work and deductions, if applicable, which are authorized by this Agreement and/or statutes in respect of such leave of absence shall be made from the monthly payment required in that Article.

B8.3.4 In the event that a teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be:

- a. for teachers leaving employment with Board, 1/20 of regular monthly salary for each day taught;
- b. for teachers entering employment with the Board, full regular monthly salary less 1/20 of the salary for each day not taught.

B8.4 APPLICATION TO PART-TIME TEACHERS

B8.4.1 A regular part-time teacher is to be paid for that actual portion of time taught, on a pro-rata basis of the salary paid to a regular full-time teacher, based on the qualifications as set out in Article B1 and experience as set out in Article B2.

B8.4.2 Benefits applicable are to be on a pro-rata sharing except as otherwise provided for by this Agreement.

ARTICLE B9 SUBSTITUTE TEACHERS

B9.1 PROOF OF CERTIFICATION AND EXPERIENCE

B9.1.1 CERTIFIED SUBSTITUTES

All certified substitutes are required to present proof of certification and years of experience to the Chief Executive Officer under the terms of Article B3 Placement On The Salary Grid on initial placement on the list of certified substitutes.

B9.2 RATES OF PAY

B9.2.1 SHORT TERM CERTIFIED (July 1,1998 – June 30, 2000)

Except as provided by B9.2.2, Long Term Certified, substitute teachers holding valid B.C. teaching certificates, shall be paid \$126.25 plus the current average grid percentage increase per day for the first five (5) days worked on an assignment.

B9.2.2 LONG TERM CERTIFIED (July 1, 1998 – June 30, 2000)

Substitute teachers holding valid B.C. teaching certificates, working on any assignment longer than five (5) school days, shall be paid 1/200 of their regular scale placement, pro-rated for the percentage of the assignment, for each day of that assignment, beyond the first five (5) days

- a. When a substitute teacher completes twenty (20) days continuous teaching in the same assignment he/she shall receive one tenth (1/10) of the scale placement salary from the first day of the assignment and shall earn one and one half (1.5) sick days for each twenty (20) teaching days. These sick days are cumulative and may be used during any long term assignment of continuous teaching days.

B9.3 TEACHER ON CALL PAY AND BENEFITS [P.C.–B.2]

B9.3.1 All School Districts will ensure that they are in compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.

B9.3.2 Effective September 1, 1997, for the purposes of Employment Insurance, the employer shall report for a Teacher on Call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.

B9.3.3 Effective July 1, 1998, a Teacher on Call shall be entitled to the mileage/kilometer allowance, rate or other payment for transportation costs, as defined by the collective agreement, for which the employee he/she is replacing is entitled to claim.

B9.3.4 Effective July 1, 1998, Teachers on Call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.

B9.3.5 Effective July 1, 2000, Teachers on Call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be pro-rated for part days worked but in no case will be less than \$1.50. Any and all provisions in the previous Collective

Agreement that provide additional or superior provisions in respect of payment in lieu of benefits shall remain part of this Collective Agreement.

B9.3.6 Effective July 1, 2000, employees who are employed as Teachers on Call shall be paid in accordance with the provision of the previous Collective Agreement for the first three (3) days of an assignment. On the fourth consecutive and subsequent consecutive days in an assignment, an employee shall be paid 1/189 of their category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day of the assignment.

B9.4 CALL-OUT

B9.4.1 Certified teachers shall be given first call for substitute assignments.

B9.4.2 A substitute teacher assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.

B9.4.3 A substitute teacher assigned to a school for a fraction of a day and not utilized, or utilized for only a portion of that assignment shall be paid for the entire fraction originally assigned.

a. A full morning assignment shall be considered a sixty percent (60%) assignment.

b. An afternoon only assignment shall be considered to be a 40% assignment.

c. A partial morning only assignment to cover absence of a part-time teacher shall be considered to be the same fraction as the assignment of the teacher replaced, but shall not be less than forty percent (40%) nor more than sixty percent (60%).

d. A combined partial morning and afternoon assignment to cover absence of a part-time teacher shall be considered to be the same fraction as the assignment of the teacher replaced, but shall not be less than the greater of fifty percent (50%) or ten percent (10%) plus the actual percentage of class or prep time assigned on that day.

B9.4.4 Substitute teachers assigned partial assignments shall not be required to be in attendance beyond the periods assigned, except as reasonably required for preparation or cleanup. By mutual agreement, the assignment may be extended to cover urgent circumstances.

B9.5 CONTINUOUS ASSIGNMENT

B9.5.1 A substitute teacher's days of service shall not be considered broken by a non-instructional day.

B9.5.2 A non-instructional day does not count towards days of service unless the substitute is required by the Principal to be in attendance.

B9.6 PAY PERIODS

The Board shall pay each substitute all wages earned in the pay period immediately following that pay period in which the record of employment was received.

ARTICLE B10 UIC REBATE [P.C.–B.4]

B10.1 The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the Employment Insurance premium reduction which has been established as not less than 5/12 of said reduction.

B10.2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Clause 1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

ARTICLE B11 REGISTERED RETIREMENT SAVINGS PLAN [P.C.–B.5]

B11.1 In this Article:

- a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
- b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.

B11.2 Where an alternative plan exists in a district pursuant to paragraph B11.1.b above that plan shall remain in effect for the term of the Transitional Collective Agreement.

B11.3 The BCTF Plan shall be made available in all districts not included in Clause B11.2 above no later than October 15, 1996.

B11.4 The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

- B11.5 a. During the implementation phase of the BCTF Plan, the Local will be responsible for disseminating information about the plan and for distributing enrollment forms or other forms that may be required to employees. Completed forms shall be processed and forwarded to the designated trustee by the employer.
- b. Following the implementation of the BCTF Plan, the employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

- B11.6 If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated Trustee.
- B11.7 Following the establishment of the BCTF Plan pursuant to Clause B11.3 above, employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
- a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment or the establishment of the BCTF Plan in a district.
- B11.8 An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
- B11.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- B11.10 Following the establishment of the BCTF Plan pursuant to Clause B11.3 above, participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
- B11.11 The BCTF Plan established in a district pursuant to Clause B11.3 above shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE C1 EMPLOYMENT STATUS

C1.1 Continuing Appointments

All teachers appointed by the Board to the teaching staff of the District shall be appointed on a continuing contract of employment, except for:

- C1.1.1 Temporary appointments may be granted, for a period not to exceed one (1) year to fill positions.
- a. Created by leaves of absence; or
 - b. After September 30 in any school year.
- C1.1.2 Substitutes.

C1.2 RESIGNATION [P.C.–C.1]

C1.2.1 An employee may resign from the employ of the employer on thirty (30) days' prior written notice to the employer or such shorter period as mutually agreed. Such agreement shall not be unreasonably denied.

C1.2.2 The employer shall provide the local with a copy of any notice of resignation when it is received.

ARTICLE C2 LAYOFF / RECALL

C2.1 SENIORITY DETERMINATION

The Board and the Union agree that increased length of service in the employment of the Board entitles teachers to commensurate increase in security of teaching employment.

C2.1.1 In this Article "seniority" means a teacher's length of continuous present teaching service in the employment of the Board, inclusive of part time teaching, temporary service, and long term substituting.

C2.1.2 When the seniority of two or more teachers is equal pursuant to paragraph C2.1.1, the teacher with the greatest aggregate teaching employment with the Board, inclusive of temporary service, shall be deemed to have the greatest seniority.

C2.1.3 When the seniority of two or more teachers is equal pursuant to paragraph C2.1.2, the teacher with the greatest number of days of long term substitute teaching with the Board since September 1, 1988, and prior to appointment shall be deemed to have the greatest seniority.

C2.1.4 When the seniority of two or more teachers is equal pursuant to paragraph C2.1.3 the teacher with the earliest date on the Chief Executive Officer's appointment memorandum for the present continuous service shall be deemed to have the greatest seniority.

C2.1.5 For the purpose of this Agreement, leaves of absence in excess of one (1) month for the following reasons only shall count toward length of service with the Board

- a. leave for duties with the Union or the British Columbia Teachers' Federation, the College of Teachers, the Canadian Teachers' Federation;
- b. secondment to the Ministry of Education, a Faculty of Education or pursuant to a recognized teacher exchange program;
- c. leave for teaching with the Department of national Defense or Canadian Universities Services overseas

C2.1.6 Continuity of service shall not be broken by an approved leave or by termination and re-engagement pursuant to this Agreement.

C2.1.7 SENIORITY LIST

The Board shall by September 15th of each year, forward to the President of the QCDDTA a list of all teachers employed by the Board, in order of seniority calculated according to paragraph C2.1, setting out the length of seniority as of the first school day of that year. The Union will review the list with its members and any errors in the list shall be brought to the attention of the Chief Executive Officer on or before November 15th by the Union. The list will updated in January.

C2.2 LAYOFF PROCEDURE

When the Board finds it necessary for bona fide educational or budgetary reasons to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

C2.2.1 The Board shall give each teacher it intends to terminate pursuant to this Agreement, sixty (60) days' notice in writing, such notice to be effective at the end of a school term and to contain the reason for the layoff.

C2.2.2 A list of positions held by less senior teachers shall be included with the layoff notice, such list shall be sent to the Union.

C2.3 TEACHER'S RIGHT OF RECALL

When a position on the teaching staff of the District becomes available, the Board shall notwithstanding any other provision of this Agreement except clause C2.3.3, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Agreement, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Agreement.

C2.3.1 A teacher who is offered re-engagement shall inform the Board as to whether or not the offer is accepted within seventy-two (72) hours of the receipt of such an offer.

C2.3.2 The Board shall allow ten (10) days from an acceptance of an offer under paragraph C2.3.1 for the teacher to commence teaching duties; provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed, but not to exceed thirty (30) days.

C2.3.3 A teacher's right to recall under this Article is lost:

a. if the teacher elects to receive severance pay; or

- b. if the teacher refuses to accept two (2) positions for which he/she possesses the necessary qualifications; or
- c. twenty-one (21) months elapse from the date of termination under this Agreement and the teacher has not been re-engaged.

C2.3.4 A teacher on the recall list is responsible for keeping the Office of the Chief Executive Officer informed of changes of name, address and phone number.

C2.3.5 Upon recall in a temporary position a teacher shall retain his/her recall status even though the recall assignment may be for a specific term. This permits the Board to employ a teacher on the recall list on temporary assignments "without jeopardizing" the teacher's right to recall otherwise retained in this Agreement.

C2.3.6 The Board shall maintain a recall list, published in September and updated in January. Copies of that list will be sent to each person on that list and the Union at least once during the fall and once during the spring term of each year.

C2.3.7 SICK LEAVE

A teacher recalled pursuant to this Agreement shall be entitled to all sick leave credit accumulated at the date of termination.

C2.3.8 BENEFITS

A teacher who retains rights of recall shall be entitled, if otherwise eligible, to maintain participation in all benefits provided for in this Agreement, in effect at the time. Payment of the full cost of such benefits will be made by the Board on behalf of the teacher for any remaining portion of benefits already collected by the Board and thereafter by the teacher.

C2.4 SEVERANCE PAY

A teacher who is terminated, save and except a teacher who is terminated under or dismissed pursuant to Sections 107, 122, or 124 of the School Act may elect to receive severance pay as set out in this Article.

C2.4.1 Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary for each year of service with this Board or portion thereof to a maximum of one year's salary. The salary on which severance pay is calculated shall be based on the teacher's salary at the time of his/her termination.

C2.4.2 The teacher may elect within twenty-one (21) months of termination to receive severance pay in one (1) lump sum within thirty (30) days of election.

C2.4.3 A teacher who receives severance pay pursuant to this Agreement and who, notwithstanding C2.3, is subsequently re-hired by the Board, shall retain any payment

made under the terms of this Article and in such case for purposes only of C2.3.1 the calculation of years of service shall commence with the date of such re-hiring.

C2.5 APPEAL PROCEDURE

Any question regarding the interpretation, application, or enforcement of this Article shall be subject to the Grievance Procedure.

ARTICLE C3 SUSPENSION / DISMISSAL / DISCIPLINE

C3.1 MISCONDUCT (Suspension / Dismissal / Discipline)

- C3.1.1 The Board may not dismiss or take disciplinary action save and except for just and reasonable cause.
- C3.1.2 Procedures regarding dismissal for less than satisfactory performance are addressed in Article C3.2 of this Agreement.
- C3.1.3 Where a teacher is under investigation by the Board for any cause, the teacher and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any action is taken by the Board, and the teacher shall be advised of the right to be accompanied by a representative of the Union at any interview or meeting in conjunction with such investigation or discipline.
- C3.1.4 The parties shall not release to the media or public information in respect of the suspension or dismissal of a teacher except as agreed by both parties or except by joint release agreed upon by both parties.
- C3.1.5 The Board shall neither suspend (other than a suspension to which Section 15 of the School Act applies) nor dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:
 - a. the teacher and the Union shall be given seventy-two (72) hours notice of the hearing and a written statement of the grounds for the contemplated action including all available documentation.
 - b. twenty-four (24) hours prior to the hearing, both parties exchange all documents that will be considered at the hearing;
 - c. the Union on behalf of the teacher may file a written reply to the allegations prior to the meeting;
 - d. at such meeting the teacher shall be accompanied by a representative and/or advocate appointed by the Union and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the

Board, to call witnesses on behalf of the teacher, and to ask questions of clarification, or procedure and information;

- e. in the case of suspension the meeting referred to herein may be waived by mutual Agreement.

C3.1.6 Differences respecting dismissal and disciplinary action shall be subject to the Grievance Procedure in Article A6 (Step 3) of this Agreement or may be referred directly to arbitration Article A6 (Step 5).

C3.1.7 A teacher will receive written reasons for any formal discipline at the earliest possible time, and such reasons will contain a statement of the grounds for discipline.

C3.1.8 Provided the conduct of a teacher subsequent to the decision to discipline does not give rise to the need for further discipline, the Board agrees that the statement of the grounds for discipline, and related information, shall be the material relied upon during the arbitration process.

C3.2 DISMISSAL BASED ON PERFORMANCE

C3.2.1 The Board shall not dismiss a teacher except where the Board has received three (3) consecutive reports pursuant to Evaluation Procedures, established in Article E7 Evaluation of Teachers, indicating that the learning situation in the class or classes of the teacher is less than satisfactory. The reports shall have been issued in a period of not less than eight (8) or more than twenty-four (24) months;

C3.2.2 The Board shall not dismiss a beginning first year teacher except where the Board has received two (2) consecutive reports pursuant to Evaluation Procedures, established in Article E7 Evaluation of Teachers, indicating that the learning situation in the class or classes of the teacher is less than satisfactory. The reports shall be issued in a period of not less than six (6) or more than eight (8) months;

C3.2.3 The reports referred to in C3.2.1 and C3.2.2 shall be prepared in accordance with the process established in Article 7 Evaluation of Teachers, and in accordance with the following conditions:

- a. at least one of the reports shall be a report of a Superintendent of Schools, a Director of Instruction, or an Assistant Superintendent of Schools;
- b. the other two reports shall include only reports of:
 - i. a Superintendent of Schools or an Assistant Superintendent of Schools,
 - ii. a Director of Instruction, or
 - iii. the principal of a school to which the teacher is assigned;
- iv. the reports shall be written by at least two (2) different evaluators;

- c. if two (2) reports are by the same person then these reports shall be written no less than six (6) months apart;
- d. evaluators may discuss the work of a teacher and decide jointly what steps should be taken to correct any weaknesses observed, but formal reports shall be written independently.

C3.2.4 Where a teacher receives a less than satisfactory report, the teacher may:

- a. request a transfer in which case the Board shall make all reasonable efforts to arrange the transfer of the teacher to a mutually agreeable assignment or school; or
- b. request and be granted leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) months nor more than six (6) months after the teacher has returned to teaching duties.

C3.2.5 Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching situation, it shall, no later than two (2) calendar months prior to the end of a school term, notify the teacher and the president of the Union of such intention and provide an opportunity for the teacher and her/his representative to meet with the Superintendent of Schools and the Board within fourteen (14) days of such notice.

C3.2.6 Where, subsequent to such meeting, the Board decides to dismiss a teacher pursuant to Article C3.2 it shall issue notice of dismissal at least one (1) month prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.

C3.2.7 Where the Board takes any action against a teacher pursuant to Article C3.2 a grievance in respect of such action shall, notwithstanding Grievance Procedure, be referred to an arbitration board comprised of a representative of the Board, a representative of the Union, and a chairperson chosen by the representatives of the parties. When a matter is referred to arbitration under this Article, the Union shall name its representative. The Board shall notify the Union of its representative within seven (7) days of receiving such notification, and the representatives shall agree upon a chairperson within fourteen (14) days of the Union being notified of the Board representative. In all other respects the Grievance Procedure shall apply.

ARTICLE C4 PART TIME ASSIGNMENTS

C4.1 A teacher with a full-time appointment to the teaching staff of the district may, without prejudice to that appointment, request a part-time assignment, specifying the percentage and length of time requested.

C4.1.1 Requests for part-time assignments shall be submitted in writing to the Chief Executive Officer by March 31.

- C4.1.2 Each part-time assignment shall be granted for a specified term of up to one (1) school year.
- C4.1.3 A teacher wishing to continue with a part-time or job-sharing assignment must re-apply under C4.1 or he/she will return to full-time employment at the conclusion of the term of the part-time appointment.
- C4.2 When a request for part-time is granted by the Board, the teacher shall be considered to be on leave of absence with respect of the time not worked.
 - C4.2.1 The teacher shall be entitled to return to a similar full-time assignment at the expiration of the part-time assignment.
 - C4.2.2 The Board may permit the teacher to return to a full-time assignment at an earlier date or may extend the period of part-time teaching.
- C4.3 Two teachers employed full-time by the Board may jointly request a job-sharing assignment.
 - C4.3.1 Requests for job sharing assignments shall be submitted in writing to the Chief Executive Officer by March 31.
 - C4.3.2 Salary shall be pro-rated according to the percentage of time worked by each teacher.
 - C4.3.3 When one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata scale placement for all such work;
 - C4.3.4 Each job sharing assignment shall be granted for a specified term of up to one (1) school year.

SECTION D Working Conditions

ARTICLE D1 WORK PERIOD

D1.1 REGULAR WORK YEAR FOR TEACHERS

D1.1.1 The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year.

D1.1.2 All days in session shall normally be scheduled between the first Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, Christmas break and spring break.

D1.1.3 The days in session in the regular work year of the teacher shall include:

- a. five non-instructional days for professional development;
- b. at least one year end administrative day.

D1.1.4 The first day of Christmas break shall be on the Monday preceding December 26.

- a. School shall reopen on the Monday following January 1;
- b. if January 1 is a Sunday then school shall reopen Tuesday, January 3.

D1.1.5 The first day of Spring break shall be the third Monday in March.

- a. School shall reopen the fourth Monday in March.
- b. If the fourth Monday in March is Easter Monday, school shall reopen on the Tuesday following the fourth Monday in March.

D1.1.6 Any work required by the Board to be performed by teachers beyond the teacher's regular work year as specified by the school calendar Article D1.1.8 shall be voluntary and paid at a daily rate of 1/200 of scale pursuant to Article B8 (Grid).

D1.1.7 No teacher shall suffer loss of pay in the event of an emergency closure of a worksite or cancellation of student attendance.

- a. No teacher shall be required to report to work or remain at work in the event of an emergency closure.

D1.1.8 The school calendar is attached as Local Appendix A.

D1.2 HOURS OF WORK

D1.2.1 No elementary teacher shall be required to offer instruction for more than five (5) hours per day, or twenty five (25) hours per week, including preparation time.

D1.2.2 No secondary teacher shall be required to offer instruction for more than five and one quarter (5.25) hours per day, or twenty six and one quarter (26.25) hours per five day week, including preparation time.

D1.2.3 Hours of work limitations shall not be triggered solely by a school staff's agreement to bank time for non-instructional days.

D1.3 DURATION OF THE SCHOOL DAY

D1.3.1 Duration of the school day in elementary school:

- a. In elementary schools the school day for instructional purposes shall not exceed five (5) hours and thirty (30) minutes inclusive of 15 minutes for recess in the forenoon, and the total hours in the school days in any calendar week shall be twenty-five (25).
- b. Except in exceptional circumstances where special permission has been obtained from the Board, no elementary school shall commence instruction before 8:30 a.m., or continue it after 3:30 p.m.

D1.3.2 Duration of the school day in secondary school:

- a. In secondary schools the school day for instructional purposes shall not exceed six (6) hours, and the total hours in the school days in any calendar week shall not be less than twenty-seven and a half (27.5) or more than thirty (30).
- b. Except in exceptional circumstances where special permission has been obtained from the Board, no secondary school shall commence instruction before 8:00 a.m., or continue it after 5:00 p.m.

D1.3.3 Duration of the school day limitations shall not be triggered solely by a school staff's agreement to bank time for non-instructional days.

D1.4 PREPARATION TIME

D1.4.1 Each full-time elementary teacher shall be entitled, on a weekly basis, to sixty (60) minutes of preparation time free from instructional and supervisory duties during the school day, exclusive of recess and lunch hour, during the 1992/93 school year. This amount shall increase to ninety (90) minutes during the 1993/94 school year.

D1.4.2 Each full time secondary teacher shall be entitled on a weekly basis, to a minimum of one unscheduled block out of an eight block timetable (12.5%) preparation time free from instructional and supervisory duties during the school day, exclusive of recess and lunch hour.

D1.4.3 A part-time teacher shall be given a pro-rata entitlement based on his/her FTE assignment to the school or, if this is not practicable, an upward adjustment of the assignment to accommodate the entitlement.

D1.4.4 The assigned time shall be scheduled in modules of not less than thirty (30) minutes.

D1.5 SUPERVISION DUTIES

D1.5.1 Supervision schedules for a school shall be set by the principal in consultation with the staff, to ensure adequate safety.

D1.5.2 No teacher shall be required to perform school supervision duties during the school's regularly scheduled noon intermission.

D1.6 EXTRA-CURRICULAR ACTIVITIES

D1.6.1 Extra-curricular activities are defined as being those aspects of pupils' school life provided by teachers which are beyond the activities relating to provincially and locally established curricula.

D1.6.2 While the Board and the Union agree that extra-curricular activities are an important aspect of school programs for pupils, it is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.

D1.6.3 While voluntarily involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance policies or the Board's self-insurance.

D1.7 STAFF MEETINGS

D1.7.1 Teachers shall attend staff meetings in accordance with the provisions of this Article unless excused by their principal.

D1.7.2 The principal shall give seven (7) days notice of a staff meeting. Where seven (7) days advance notice is not given, teachers shall make every reasonable effort to attend the meeting.

D1.7.3 Staff meetings shall be held on school days according to Article D1.1, Regular Work Year. Such meetings shall not be scheduled:

- a. to commence more than one (1) hour prior to the beginning of classes;
- b. to conclude later than two (2) hours after the dismissal of students;
- c. during recess or lunch breaks

D1.7.4 Teachers shall make a reasonable effort to attend staff meetings that fall outside the parameters of this Article.

- a. Teachers shall attend staff meetings held outside the above time frame on a voluntary basis.

D1.7.5 Meetings shall be run according to standard rules of procedure.

- a. An agenda of items shall be given to teachers in sufficient time to prepare for the meeting.
- b. Teachers may place items on the agenda for consideration.
- c. While other persons may be invited to provide input at staff meetings, only members of the College of Teachers shall vote on educational matters.
- d. Written minutes shall be maintained and copies shall be provided to staff within five (5) teaching days.
- e. The school Administrative Officer(s) shall provide the staff with relevant information such as school-level budget and financial information, current and future staffing allocations, etc.

ARTICLE D2 PROVISION OF SUBSTITUTES FOR TEACHERS AND ASSISTANTS

D2.1 When a teacher is absent from a school the Board shall employ a substitute teacher whenever possible.

D2.1.1 When a non-enrolling teacher requests a substitute to continue an on-going program, a suitably qualified substitute shall be provided when available.

D2.2 A substitute teacher may be assigned other duties during teaching hours free from instructional duties provided the absent teacher has not assigned tasks related to his/her regular assignment.

D2.3 Whenever a Teacher Assistant is contracted to act as a Teacher Substitute, the Board shall endeavor to replace the missing Teacher Assistant with a casual employee.

ARTICLE D3 SCHOOL STAFF COMMITTEES

D3.1 If the majority of the teaching staff in the school so decide, there shall be established a recognized staff committee in that school.

D3.2 The size and membership of such a staff committee shall be determined by the teaching staff.

D3.3 Subject to change by a majority vote of the school staff, the staff committee may consider any issue affecting the teaching and learning conditions within the school and make recommendations for improvement in the total teaching and learning situation.

D3.4 The school administration shall consider written recommendations put forward by the staff committee.

D3.4.1 Should the school administration, after consideration, not act on a recommendation of the staff committee, written reasons shall be provided to the staff committee, within a reasonable period of time, with a copy to the Superintendent of Schools.

ARTICLE D4 TECHNOLOGICAL CHANGE

D4.1 The Technological Change provisions and procedures set out in Sections 74 to 78 of the Industrial Relations Act shall be recognized as the requirements of this subject for the term of this Agreement.

ARTICLE D5 CURRICULUM IMPLEMENTATION

D5.1 When new curriculum is being introduced to the District by the Ministry or the Board, at the option of either the Board or the Union it shall become the responsibility of the Board and the Union to strike a joint committee that shall make recommendations to the Board and the Union.

D5.2 The joint committee shall comprise:

D5.2.1 a Board trustee (optional);

D5.2.2 the Superintendent of Schools or designate;

D5.2.3 the Union Professional Development chairperson;

D5.2.4 two elementary school teachers;

D5.2.5 two secondary school teachers;

D5.2.6 an administrative officer.

D5.3 The Board, its officers and the Union agree to abide by the reasonable recommendations of the Joint Committee.

D5.4 The duty of the Joint Committee is to make recommendations to the Board and Union in the following areas:

D5.4.1 The appropriate timing of curricular implementation;

D5.4.2 The nature of Board funded in-service necessary prior to curricular implementation;

D5.4.3 The nature of curricular support material necessary prior to curricular implementation;

D5.4.4 The fairness of the curricular implementation process with respect to teaching staff, students and the community.

D5.5 The Board agrees to provide the Joint Committee with the funds necessary for the adequate performance of its duties.

ARTICLE D6 PROFESSIONAL AUTONOMY

D6.1 Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice, have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course materials in the classes of pupils to which they are assigned.

ARTICLE D7 TUBERCULOSIS TESTING

D7.1 Each teacher shall comply with the ministry requirement and policy statement of the Ministry of Health as adopted by the Skeena Health Unit.

ARTICLE D8 BEGINNING FIRST YEAR TEACHERS

D8.1 The Board and the Union recognize that beginning first year teachers require priority in terms of early formative supervision.

D8.2 The implementation of the intent of D8.1 shall include but not be limited to the following:

D8.2.1 an orientation program;

D8.2.2 a mentor's program for which some release time may be granted;

D8.2.3 thorough, careful, and early supervision;

D8.2.4 a regular review of the teaching assignment;

D8.2.5 priority by the Board and the Union when planning supervision and inservice activities at the District and School level.

ARTICLE D9 HOME EDUCATION

D9.1 Home Schooled students shall have access rights to educational services on the same basis as other students.

D9.2 A teacher accepting responsibility, outside of a regularly scheduled class, for provision of educational services to one or more home schooled students shall be given appropriate release time to enable him/her to provide such services.

ARTICLE D10 HEALTH AND SAFETY COMMITTEE

D10.1 A Health and Safety Committee shall be established by the employer in accordance with WCB regulations.

D10.2 The Health and Safety Committee shall assist in creating a safe and healthful place of work and learning.

D10.3 The committee shall be composed of not fewer than six (6) regular members, chosen by and representing the Union, the employer and any other employee union. In no case shall the employer's representatives outnumber those of the employees.

D10.4 The Chairperson and Secretary shall be elected from and by the members of the committee. Where the Chairperson is an employer member, the Secretary shall be an employee member and vice versa.

D10.5 The committee shall:

D10.5.1 Determine that regular inspections of the place of employment including a health and safety audit by WCB if necessary, are carried out as required by regulation 8.08 of the Industrial Health and Safety Regulations, Workers' Compensation Board of B.C.

D10.5.2 Determine that the provisions of health services as outlined in the School Act are carried out.

D10.5.3 Recommend measures required to attain compliance with the School Act and the Workers' Compensation Board of B.C. and the correction of hazardous conditions.

D10.5.4 Hold meetings five times per year, one at each school site for the review of:

- a. reports of current accidents, their causes and means of prevention;
- b. remedial action taken as required by the reports of investigations and inspections;
- c. any other matters pertinent to health and safety;
- d. recommendations from the Union and other employees of the Board, and recommend implementation where warranted.

D10.5.5 Record the proceedings of the committee and forward the minutes promptly to the employer and the Union.

D10.5.6 Ensure that copies of relevant publications are available in each school.

ARTICLE D11 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS

D11.1 When new school construction or major school renovations are planned, the Board agrees to invite representatives of the teaching staff(s) most closely affected to participate in the planning process.

ARTICLE D12 CLASS SIZE AND COMPOSITION

ARTICLE D.2 K-3 PRIMARY CLASS SIZE

The parties are committed to primary class size maximums as defined in D.2.1 through D.2.4 below.

1. All current class size and composition provisions in the Previous Collective Agreement shall continue to apply, with the exceptions as noted in D.2.2.a through D.2.4 below.

2. (a) Maximum class sizes are to be in effect by September 30 as follows:

| | |
|--------------|----|
| Kindergarten | 20 |
| Grade 1 | 22 |
| Grade 2 | 22 |
| Grade 3 | 22 |
 - (b) Except as provided in D.2.9.h below, the financial obligations of school districts resulting from this article shall not exceed the trust funds made available by Government for this purpose.
 - (c) By May 15 of each year, the Ministry of Education will provide to each district, in writing, an estimated funding amount that will be provided to achieve the goals of this article, subject to all the provisions and expectations of this article.
 - (d) Districts shall utilize the trust funding provided exclusively for the purposes of hiring K-3 classroom teachers to maintain the primary class size and will make all reasonable efforts to comply with the class size maximums set out in Article D.2.2.a through D.2.4.
3. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.
 4. Where there is a combined primary/intermediate class, an average of (a) the maximum class size of the lowest involved primary grade and (b) the maximum class size of the lowest involved intermediate grade will apply.
 5. Any provisions found in the Previous Collective Agreement, which would allow class size numbers to exceed those found in D.2.2.a through D.2.4 above, shall not apply.
 6. Spring Process - Staffing Plan:
 - (a) Prior to May 30 each year, each school district shall hold a meeting with representatives of the local for the purpose of general discussion of staffing plans within that district. The district shall make the local aware of any potential non-compliance with the primary class size maximums and the reasons for that potential non-compliance.
 - (b) In the event that the district concludes that it is not able to achieve the primary class size maximums, the district shall, by no later than June 15 of that year, submit its staffing plan to the local, BCTF and BCPSEA and state therein why, in the opinion of the district, it is not possible to achieve the class size maximums which would otherwise apply.

- (c) Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than three representatives of the district and no more than three representatives of the local. Any local believing its board not to be in compliance with respect to meeting the class size maximums, may also call for a meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in order to achieve the class size maximums referred to in this article.
- (d) When this process fails, either party, within five working days, may refer the matter to a mutually acceptable arbitrator from the agreed-upon list for an expedited arbitration pursuant to D.2.7.c below.

7. Fall Implementation Plan:

- (a) By October 15 in each year, each district shall submit to the local a K-3 Implementation Plan, detailing the allocation of staffing and the actual K-3 class size for the district.
- (b) If there is a dispute over the October 15 K-3 Implementation Plan that is not resolved through the grievance procedure, the matter may be referred by either party for expedited arbitration pursuant to D.2.7.c.
- (c) The expedited arbitration will commence no later than 28 days after the referral of the grievance for expedited arbitration. The arbitrator will be from a list of agreed-upon arbitrators, as established by the parties, and will issue a decision no later than 21 days after the conclusion of the hearing.

Note: (Please refer to June 22, 1999 Letter of Understanding No.4 for the list of agreed-to arbitrators).

8. In the event that additional enrollment after September 30 makes it impossible to comply with the maximums set out in D.2.2.a through D.2.4 above, within the resources made available, then in those circumstances only, the provisions of the Previous Collective Agreement shall apply.

9. Dealing With Special Circumstances:

- (a) At any time, the school district or the local may wish to discuss an issue of non-compliance with the K-3 class size provisions at a particular school. Notification shall be provided to the other party, in writing, setting out the issue including: compelling family issues; sibling attendance at the same school; the age of the affected student; distance to be traveled and / or available transportation; safety of the student; physical capabilities of the

student; accessibility to special programs and services; anticipated attrition; and time of year.

- (b) No more than three (3) representatives from each of the parties shall meet, within five (5) working days of receipt of such notification, to clarify the issue and to make all reasonable efforts to achieve a mutually agreeable resolution including:
 - i. provision of additional resources, from any unallocated K-3 trust funds in the district, such that the class size maximums can be achieved or;
 - ii. in the event that the district can demonstrate, to the satisfaction of the local, that all trust funds have been allocated, pursuant to D.2.2.d above; provision of additional resources from any K-3 or non-enrolling trust fund surplus held by government such that the class size maximums can be achieved;
 - iii. reconfiguration of classes/grades such that the class size maximums can be achieved;
 - iv. exceeding the class size maximums where additional support and/or compensation is provided to the teacher(s) affected.
- (c) Where a mutually agreeable resolution is reached that involves a variation to the class size provisions of the Collective Agreement, that resolution is without prejudice and precedent.
- (d) Any such variation to the class size provisions of the Collective Agreement shall be made only to the extent required to resolve the issue.
- (e) Resolutions reached as a result of the process outlined in 9. (a-d) above shall require the approval of the provincial parties.
- (f) If no resolution is reached within ten (10) working days of the meeting held pursuant to 9.b above, either party may refer the matter to expedited arbitration pursuant to D.2.7.c above.
- (g) The arbitrator in 9 f. above shall have the authority to make a final decision on the issue.
- (h) Where the arbitrator determines that it is reasonable, in all of the circumstances, to exceed the class size limits, he/she shall determine what additional support and/or compensation shall be provided to the teacher(s) affected.

10. Where class size or workload maximums/restrictions contained in the Previous Collective Agreement are lower than those in this article the maximums from the Previous Collective Agreement shall apply.

D12.1 A teacher who is concerned that the physical environment, composition, or class size of his/her class seriously affects normal expectations for student learning is expected to bring those concerns to the attention of:

D12.1.1 the principal of the school, and

D12.1.2 the school Staff Committee, and Union representative.

D12.2 PROCEDURE

D12.2.1 STEP 1

The teacher shall meet with principal, with or without another member of the school staff, to resolve or to improve the situation.

D12.2.2 STEP 2

In the event that the concern of the teacher is not resolved at STEP 1, then the teacher, together with a Union representative, shall meet again with the principal who shall have in attendance Superintendent of Schools or designate of the Board.

a. The Superintendent of Schools or designate shall participate on behalf of the Board with delegated authority from the Board to resolve the concern to the mutual agreement of the parties.

D12.3 GENERAL GUIDELINES

D12.3.1 The parties accept the principle that solutions shall be sought within available resources before requesting additional resources in staffing.

a. Additional resources shall be sought only after all other alternatives have been carefully examined.

b. Cases which can be resolved only by employing additional staff shall then be dealt with by the Superintendent of Schools or designate in the most expeditious manner.

D12.3.2 Following agreement under STEP 2, the Union shall assist in the implementation of any organizational changes in the reallocation of resources within the school or District which may be deemed to be necessary to resolve the concern.

- a. These changes may include a more equitable distribution of students to classes, a change in the composition of the class or classes, a change to the physical environment, or the provision of adequate support services acceptable to the teacher.
- b. In some cases all or a mixture of these factors may be necessary. In any case both parties shall endeavor to implement a solution even though other teachers or subordinate staff may be affected and may object.

D12.3.3 In the event that the procedures set out in STEPS 1 and 2 have not been followed or a solution acceptable to the teacher concerned has not been found, the teacher, together with the Union, may initiate a Grievance at STEP 4 of Article A6 Grievance Procedure.

ARTICLE D13 STAFFING FORMULA [P.C.–D.1]

NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS

D13.1 The Government will provide funding in order to decrease the ratios of non-enrolling teachers to students. Notwithstanding the ratios established in this article, in no event will the financial obligations to Government or School Districts resulting from this article exceed the funding being made available by Government, in each year of the Agreement, as follows:

| | |
|--|--------------|
| Year 1 (July 1, 1998 to June 30, 1999) | \$20 million |
| Year 2 (July 1, 1999 to June 30, 2000) | \$5 million |
| Year 3 (July 1, 2000 to June 30, 2001) | \$5 million |

D13.2 Districts shall utilize the funding outlined above, exclusively for the purposes of hiring additional non-enrolling teachers and will make all reasonable efforts to comply with the non-enrolling staffing ratios agreed by the Parties, which are estimated to be achievable within the allocation of funding and are described below.

D13.3 Non-enrolling staffing ratios

- i. Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530 as follows:

| | |
|--------------------------------------|----------|
| Teacher Librarians: | 1:1205.9 |
| Counsellors: | 1:902 |
| Learning Assistance Teachers: | 1:817 |
| Special Education Resource Teachers: | 1:214 |

Support for ESL Students: 1:212.5

ii. Teacher Librarians

Effective July 1, 1999, teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to **seven hundred and two (702) students.**

iii. Counsellors

Effective July 1, 1998, counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to **six hundred and ninety-three (693) students.**

iv. Learning Assistance Teachers

Effective July 1, 1998, learning assistance teachers shall be provided on a minimum pro-rated basis of learning assistance teachers to students in **the ratio of 1:619**

Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to **five hundred and four (504) students.**

v. Special Education Resource Teachers

Special education resource teachers shall be defined as those teachers assigned to programs 1.16, 1.17 and 1.18 by School Districts on Ministry form 1530, September 1997.

Effective July 1, 1998, special education resource teachers shall be provided **on a minimum pro-rated basis of 1:214.**

D13.4 Support for ESL Students

- i. ESL students shall be defined pursuant to the definition used for reporting to the Ministry in the 1996 form 1701, "those students whose English language performance is sufficiently different from standard English to prevent them from reaching their potential".
- ii. Effective July 1, 1998, teachers specifically assigned to providing instruction to ESL students shall be provided on a minimum pro-rated basis of at least one (1) ESL teacher to **seventy four (74) identified students.**

D13.5. Process [New Process Provisions as revised by June 4, 1999 Letter of Understanding]

- i. By May 15, 1998, the Ministry of Education will provide to each district, in writing, an estimated funding amount that will be provided to achieve the goals of this article, subject to all of the provisions and expectations of this article. This funding will be based on the non-enrolling requirements as delineated in Appendix A.
- ii. Prior to June 10, 1999 and May 30 in subsequent years, each school district shall hold a meeting with representatives of the Local for the purpose of general discussion of staffing plans for schools within that school district. The district shall make the Local aware of any potential non-compliance with non-enrolling/ESL staffing ratios and the reasons for that potential non-compliance.
- iii. In the event that the District concludes it is not able to achieve the required ratios with the estimated funds, or that implementation of the article creates other costs which cannot be met with the allocated funds, the District shall, by no later than June 15 of that year submit its staffing plan to the Ministry, with copies to the Local, BCTF and BCPSEA and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios which would otherwise apply.
- iv. Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local. Any Local believing its Board not to be in compliance with respect to meeting required ratios, may also call for and have a meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in order to achieve the non-enrolling/ ratios referred to in the Agreement.
- v. When this process fails, either party, within 5 working days, may refer the matter to a mutually acceptable arbitrator from the agreed upon list for an expedited arbitration.
- vi. By September 30, the Ministry of Education shall communicate to School Districts, in writing, the level of funding the District will receive in each year to support increased levels of non-enrolling staffing.
- vii. By September 30 in each year of this agreement, each District shall submit to the Ministry with copies to the Local and the BCTF, the Staffing Formulae Implementation Plan detailing the actual staffing formulae for the categories identified in paragraphs 3 and 4 above.

[Note: Please refer to June 22, 1999 Letter of Understanding #4, page 80, for list of agreed-to arbitrators.]

D.13.6 The process set out in paragraph D.13.5 will be implemented on an accelerated schedule as determined by the Ministry of Education, in consultation with the Parties, for years 2 and 3 of the Agreement.

D13.7 All provisions regarding non-enrolling teachers, in the previous Collective Agreement shall apply, except as modified by this article. Where the previous Collective Agreement provides for services, case load limits or ratios additional or superior to those established through this process, the services, case load limits or ratios from the previous Collective Agreement shall continue to apply.

ARTICLE D14 SPACE AND FACILITIES

D14.1 In consultation with the teaching staff, the Administrative Officer shall determine the best use of space and facilities in a school.

SECTION E Personnel Practices

ARTICLE E1 JOB ASSIGNMENT

E1.1 APPOINTMENT TO THE DISTRICT

The Board appoints the teacher to employment in School District #50 (Queen Charlotte) on a continuing or temporary basis.

E1.2 ASSIGNMENT TO THE SCHOOL

The Chief Executive Officer assigns the teacher on a full-time or specified part-time basis to a designated school or location.

E1.3 TEACHING ASSIGNMENT

The principal determines the teaching assignment of each teacher within the school.

E1.3.1 A meeting shall be held prior to the end of the school year for the purpose of discussing the proposed course offerings and assignments for the following year.

E1.3.2 It is the responsibility of the principal to make such assignments in consultation with the teachers affected.

E1.3.3 Each continuing teacher shall be given his/her teaching assignment for the following term prior to the end of the school year.

E1.3.4 A teacher's assignment shall be based on the qualifications, training, experience, equitable distribution of workload, and personal preference of the teacher.

a. A teacher who is not satisfied with a proposed assignment in a school may appeal his/her assignment to the Staff Committee.

b. The Committee may, after hearing the principal, teacher, and any other teacher directly affected, recommend to the principal that the teacher's assignment be changed.

c. Any dispute not resolved through this process shall be referred to the grievance procedure for resolution.

E1.4 POSTING OF VACANT POSITIONS

E1.4.1 "Vacancy" means a newly created or an existing position vacated by the incumbent.

E1.4.2 The Superintendent of Schools shall maintain a file of requests from teachers desiring a change of assignment within the district.

a. Such requests shall be made in writing by March 31.

- b. The file of requests shall be renewed annually.
- E1.4.3 Requests for change of assignment shall be given first consideration for a vacant position for which the teacher possesses the necessary qualifications.
- E1.4.4 Teaching vacancies and new positions shall be posted in all schools for two (2) days. If deemed appropriate by the Superintendent of Schools, the position may be advertised externally.
- E1.4.5 Positions which become vacant at other than natural breaks in the school year shall be filled by the Superintendent of Schools in the most educationally sound manner.
- E1.5 FILLING VACANT POSITIONS
- E1.5.1 The board shall fill vacancies other than for positions of special responsibility or those occurring during the school year, on the basis of seniority, provided that applicants have the necessary qualifications.
- E1.5.2 The Board shall fill vacancies in the following priority, provided always the teacher concerned has the necessary qualifications as judged by the Superintendent of Schools.
- a. Teachers who have requested a transfer;
 - b. Teachers on the recall list;
 - c. Teachers transferred on the initiative of the Board;
- E1.6 TRANSFERS: TEACHER INITIATED
- Teachers may apply for transfer by request in writing to the Chief Executive Officer prior to March 31.
- E1.6.1 Teachers requesting a transfer should advise their present principal that a request for transfer has been submitted to the Chief Executive Office.
- E1.6.2 Requests for transfer shall be filled according to Article E1.5, Filling Vacant positions.
- E1.7 TRANSFERS: BOARD INITIATED
- E1.7.1 The Chief Executive Officer may reassign teachers to positions on the teaching staff of the District.
- E1.7.2 Reduction of staff and/or educationally sound concerns shall be the sole reasons for Board initiated transfers or changes in assignment.
- E1.7.3 At least 30 calendar days written notice shall be given except by agreement of the teacher.

ARTICLE E2 PERSONNEL FILE

- E2.1 The Board agrees there will be only one personnel file which shall be maintained at the Board Office, for each teacher.
- E2.2 The Board agrees that only factual material relevant to the employment of the teacher may be placed or maintained in the personnel file.
 - E2.2.1 All items contained in a teacher's personnel file shall be dated.
 - E2.2.2 The teacher shall be in receipt of a copy of material placed in his/her personnel file.
 - E2.2.3 The teacher shall be informed when any item of a disciplinary nature is placed in his/her personnel file.
 - E2.2.4 The personnel file shall be in the custody of the Chief Executive Officer and shall not be accessible to other than appropriate administrative officers and the employee and/or his/her representative by legal power of attorney.
- E2.3 A teacher or representative by legal power of attorney shall have the right to have access to and review his/her personnel file. No items may be removed from the file at the time of viewing, however, the teacher may request copies of items in the file. The following conditions apply:
 - E2.3.1 viewing will be by prior appointment;
 - E2.3.2 the file normally may be viewed not more than once per calendar year, but may be viewed at any time a teacher files a grievance;
 - E2.3.3 the viewing will be done in the presence of an Official designated by the Chief Executive Officer and the teacher shall have the right to be accompanied by an individual of his/her choosing.
- E2.4 The teacher may challenge the validity of any item contained in his/her personnel file in writing. Such challenge or request shall become part of the file if the material is not removed or corrected.
 - E2.4.1 In the event that the appropriate Board official does not agree to removal of specified material, the teacher may file a grievance pursuant to Article A6 at Step 3.
- E2.5 Any file relating to a teacher kept at the school shall be destroyed when the teacher leaves that school with the exception of evaluation reports which the principal or vice-principal has written and may retain.
 - E2.5.1 The principal of the school shall grant the teacher access to any file, records or other material relating to him/her, kept at the school.
 - E2.5.2 Evaluation reports may be kept in the school by the author but shall be retained by the author when he/she leaves that school.

ARTICLE E3 HARASSMENT

E3.1 PREAMBLE

The Board recognizes the right of all employees to work, to conduct business, and otherwise to associate in an environment which is free of harassment.

- E3.1.1 The Board considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to disciplinary actions, up to and including dismissal.
- E3.1.2 The Board will ensure that the working environment is conducive to the performance of work and is such that employees are not hindered from carrying out their responsibilities.
- E3.1.3 The Board will ensure that the victims of harassment are able to register complaints without reprisal.
- E3.1.4 Any employee who registers a complaint which is found to be malicious shall be subject to disciplinary actions, up to and including dismissal.
- E3.1.5 All parties involved in a complaint agree to respect confidentiality.

E3.2 DEFINITIONS

- E3.2.1 Employee means any person in receipt of a wage, a salary, or an honorarium.
- E3.2.2 Harassment means any improper behaviour by an employee that is directed at and offensive to any person and which the employee knew or ought reasonably to have known would be unwelcome. Harassment comprises objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, or causes personal humiliation or embarrassment. Harassment does not include behaviour within the bounds of acceptable professional practice.
- E3.2.3 Harassment also includes the abuse of authority which means the improper use of power and authority inherent in the position held, to endanger a job or grades, to undermine performance, to threaten economic livelihood, or in any way to interfere with career or success. It includes such acts or misuses of power as intimidation, threats, coercion, and blackmail.
- E3.2.4 Without limiting the foregoing, harassment includes "harassment" within the meaning of the Canadian Human Rights Act, i.e. harassment on the basis of the following prohibited grounds of discrimination: race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, or conviction for an offence for which a pardon has been granted. In addition, harassment includes discrimination on the following grounds not mentioned in the Act: health, sexual orientation, political affiliation, or union membership and activity.

E3.2.5 For the purposes of this Policy and Regulation, sexual harassment means any conduct, comment, gesture, or contact of a sexual nature, whether on a one-time basis or continuous series of incidents, that might reasonably be expected to cause offence or humiliation; or that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training, promotion, or grades, etc.

E3.3 RESOLUTION PROCEDURE

E3.3.1 STEP 1

Sometimes a person does not realize that a particular habit, action, reaction, or attitude is unwelcome. Therefore, it is strongly recommended that the complainant speaks or corresponds directly with the alleged harasser to express his/her feelings about the situation. An open and honest communication may be welcome and effective.

E3.3.2 STEP 2

If STEP 1 is not utilized or is unsuccessful, the complainant shall contact a representative from those listed under Representatives.

E3.3.3 STEP 3

Within two (2) working days, the complainant's representative will arrange a meeting with the alleged harasser to be held within a further two (2) working days. The alleged harasser should also have a representative present at this meeting, which representative shall be from those listed under Representatives. Should there be no resolution at the conclusion of this meeting, the complainant's representative shall immediately contact the Chief Executive Officer (C.E.O.) who shall immediately inform the Presidents of the local Unions and/or Associations involved. In the event the C.E.O. is involved as complainant or as alleged harasser, the Board shall immediately contact an Arbitrator from those listed under Arbitrators, to arrange arbitration for the earliest possible date.

E3.3.4 STEP 4

Within two (2) working days, the C.E.O. will convene a meeting of all parties, as identified in Step 3, and attempt to resolve the complaint.

E3.3.5 STEP 5

Should there be no resolution, the C.E.O. shall immediately contact the earliest available Arbitrator from those listed under Arbitrators. In the event that none is available within fourteen (14) calendar days, the C.E.O. shall meet with the Presidents of the local unions and/or associations involved, to secure the services of another arbitrator.

E3.3.6 STEP 6

- a. Within fourteen (14) calendar days of the conclusion of the arbitration hearing, the Arbitrator shall deliver a decision to the Board and the parties involved regarding:
 - i. whether harassment did or did not take place;
 - ii. the extent of the harassment, if harassment did take place;
 - iii. whether the complaint was malicious; and
 - iv. whether disciplinary action, if any, is to be taken by the Board against the harasser and/or the complainant utilizing the standard of just and reasonable cause.

E3.4 TRAINING FOR REPRESENTATIVES

All representatives must receive formal training. The Board shall sponsor a half-day workshop each year in September for the C.E.O., the Assistant Superintendent of Schools, and those listed as follows:

- E3.4.1 all C.U.P.E. Shop Stewards and Representatives
- E3.4.2 all Q.C.D.T.A. Staff Representatives and the President
- E3.4.3 all Administrative Officers
- E3.4.4 all School Counsellors
- E3.4.5 Superintendent of Maintenance
- E3.4.6 Assistant Secretary Treasurer

E3.5 ARBITRATORS

There shall be a minimum of three (3) potential Arbitrators listed herein, to be selected by consensus among the following groups from lists of Arbitrators submitted by each of the Board, the Q.C.D.T.A, the Q.C.D.A.A., and C.U.P.E.

E3.6 COST OF ARBITRATION

The cost of arbitration will be shared equally between the Board and employee group of the harasser or person who makes a malicious complaint.

E3.7 REVIEW DATE

This clause is based on Board policy which shall be reviewed in November, 1993 by a committee of representatives from each employee group and a representative of the Board.

- E3.7.1 In the event that the Board revises its Harassment Policy in accordance with recommendations of the committee referred to in E3.7, the parties agree to meet to adjust this clause to reflect any such changes to the Board policy, retroactive to the effective date of revision by the Board.

ARTICLE E4 STAFF ORIENTATION

- E4.1 All teachers new to the staff of the Board shall receive, within the first thirty (30) days of commencing duties, an orientation to be developed by the Board and the Union.
- E4.2 The orientation to be developed by the parties, shall be designed to acquaint teachers with the basic operation of the School District and the school as well as the teachers' rights and responsibilities as set out in the Collective Agreement.

ARTICLE E5 EMPLOYEE ASSISTANCE PROGRAM

E5.1 STATEMENT OF PRINCIPLE

- E5.1.1 The Employee Assistance Programme has been established to assist all employees who may have a personal problem which affects their job performance and to help them gain assistance at the earliest possible time before their condition renders them unemployable.
- E5.1.2 This programme is entirely voluntary. The decision to take advantage of the Employee Assistance Programme is always left to the individual.
- E5.1.3 Both union and management recognize that almost any human problem can be successfully treated, provided it is identified in its early stages and referral is made to an appropriate treatment resource. This is true whether the problem is one of physical, mental or emotional illness; drug abuse; alcoholism; marital or family distress; financial or legal problems; or other concerns.
- E5.1.4 These concerns are serious health and behavioural problems which have a potentially serious impact upon the lives of those employees so afflicted and, in turn, their families.
- E5.1.5 The Queen Charlotte District Teachers' Association, Canadian Union of Public Employees Local 2020 and management have established a Joint Committee, the Employee Assistance Committee, to implement the Employee Assistance Programme. This Committee will include representation from all employee groups. It must be recognized that successful resolution of such problems require a high degree of employee personal motivation and co-operation.
- E5.1.6 Nothing in this statement or policy is to be interpreted as constituting a waiver of the management's right to take disciplinary measures, nor of an employee's right to grieve within the framework of the respective agreement, nor of an employee's right to appeal within the provisions of the School Act.
- E5.1.7 This statement or policy is not designed to act as a shelter for any one who is charged with a criminal offence.

E5.2 OBJECTIVES

- E5.2.1 To establish guidelines for dealing with personal problems that may cause declining work performance.
- E5.2.2 To inform employees and their families about the programme.
- E5.2.3 To help provide channels for correct referral for assessment, treatment and follow-up so as to ensure maximum rehabilitation.
- E5.2.4 To ensure that confidentiality is maintained.

E5.3 DEFINITION

For the purposes of this policy "we" shall be defined as any and all members of the Queen Charlotte District Teachers' Association; the Canadian Union of Public Employees, Local 2020; the Board of School Trustees; their Executive Officers; and all other non-aligned staff.

E5.4 OPERATION OF PROGRAMME

This programme is in no way meant to interfere with the private life of the employee.

E5.5 TYPE OF REFERRAL

E5.5.1 SELF REFERRAL

We agree to the earliest possible utilization of the Employee Assistance Programme on a voluntary basis for an employee showing indication of a personal problem which may affect his/her job performance.

- a. Any employee who feels he or she has such a problem is encouraged to seek help, either through Employee Assistance Programme channels or privately.
- b. Any decision on the part of the employee to seek help will not interfere with his or her position or employment. Confidentiality will be maintained at all times.

E5.5.2 VOLUNTARY FORMAL REFERRAL

In the absence of a self referral and when unsatisfactory job performance persists, if an employee's job is in jeopardy, that employee may request a formal referral to the Employee Assistance Programme.

- a. The key features of this procedure are:
 - i. that the employee agrees to seek treatment from the Employee Assistance Programme and to follow the treatment recommendations of the Employee Assistance counsellor;

- ii. the Employee Assistance Programme counsellor will confirm the employee's participation or non-participation to the employer on a regular basis;
- iii. following the initial assessment session, the Employee Assistance Programme counsellor will estimate a time period for treatment. In no case will this estimate exceed six (6) months;
- iv. the employee will not be terminated during the treatment period as long as the employee is following the Employee Assistance Programme counsellor's recommendations;
- v. a formal referral is a mutual agreement between the district and the specific employee. Neither party is obligated to consent to a formal referral;
- vi. the employee might choose to include a union or association representative in any formal referral discussion or to have the initial request be presented by such a representative;
- vii. at the conclusion of the estimated treatment time, the formal referral is no longer in effect. If the employee desires the protection of an additional formal referral, it must be re-negotiated. A pre-condition to the re-negotiating process is the Employee Assistance Programme counsellor's assessment that a further formal referral period will be beneficial;
- viii. if, at any time, the employee refuses to follow the Employee Assistance Programme counsellor's treatment recommendation, the counsellor is obliged to inform the employer of the refusal and the formal referral is nullified.

E5.6 REFERRAL PROCEDURES

E5.6.1 SELF REFERRAL

There are various routes for an employee to self refer to the Employee Assistance Programme.

- a. The employee can seek assistance by contacting a Joint Committee member or by directly contacting the Referral Agent provided by the Queen Charlotte Islands Health Care Society.
- b. Employees may also request direction from a shop steward, staff representative or from their supervisor.

E5.6.2 VOLUNTARY FORMAL REFERRAL

- a. When an employee begins to experience difficulties that effect his job performance, the supervisor should, in practice, discuss the performance with the employee.
 - i. The employee should be informed of the specific nature of the performance difficulties and be provided with a direction and an opportunity to resolve these difficulties (this may include information about the E.A.P.);
 - ii. Only normal notations, regarding job performance, along with the date and time of the discussions are kept;
- b. If the employee elects to use the Voluntary Formal Referral, the supervisor may contact a Referral Agent or a Joint Committee member directly to make the necessary referral arrangements. Alternatively, the employee may choose any of the routes described in the Self Referral to resolve the problem;

If performance returns to normal standards and is maintained, there is no longer considered to be a problem. If, after a reasonable period of time, the employee's performance fails to return to normal standards, the supervisor would:

- c. Hold an informal interview, in a confidential setting, with the employee to again review the performance difficulties and specifically recommend that the employee consider making use of the E.A.P. or be subject to normal disciplinary action;
- d. If the employee elects to use the voluntary Formal Referral, the employee may contact a Joint Committee member or Referral agent directly to make the necessary referral arrangements or may request the supervisor to do so on his/her behalf.

E5.6.3 If periods of time off from work are deemed necessary, leave of absence arrangements will be made by policy and/or the respective agreement's sick leave plan as for any other illness.

E5.7 JOINT COMMITTEE

There shall be a Joint Committee composed of a representative of the Board, an Executive Officer, a representative from each of the Queen Charlotte District Teachers' Association, Canadian Union of Public Employees, Local 2020 and non-aligned staff:

- E5.7.1 to review and recommend changes in the policies and procedures of the Employee Assistance Programme;
- E5.7.2 to establish the responsibilities of the staff representatives and administrative and supervisory personnel in the programme;

- E5.7.3 to determine training needs for staff representatives and administrative and supervisory personnel and ensure that such training is provided;
- E5.7.4 to ensure that the programme and its intent are communicated to all employees and their families;
- E5.7.5 to evaluate the effectiveness of the programme and the referral agency;
- E5.7.6 to receive reports from the referral agency with respect to usage of the programme without reference to individual personal information;
- E5.7.7 to stay updated on school district employee benefits and make recommendations as to how they may be used in relation to the programme;
- E5.7.8 to ensure the maintenance of absolute confidentiality by all persons involved in the programme.

E5.8 RESPONSIBILITIES OF THE PARTIES

E5.8.1 EXECUTIVE OFFICERS (Management Team)

The Executive Officers shall be responsible:

- a. for fully understanding the Employee Assistance Programme;
- b. for ensuring that all employees are aware of the programme;
- c. for encouraging employees to make use of the self-referral procedure;
- d. for participating in such training as is provided by the programme;
- e. for having a member on the Joint Committee;
- f. for co-operating with the treatment agency to the extent deemed reasonable in providing required information, arranging leaves or modifying assignments, where practical;
- g. for maintaining absolute confidentiality except as provided herein.

E5.8.2 Q.C.D.T.A./C.U.P.E. LOCAL 2020/NON-ALIGNED STAFF REPRESENTATIVES

The representatives for each of the Queen Charlotte District Teachers' Association, Canadian Union of Public Employees, Local 2020 and non-aligned staff members shall be responsible:

- a. for fully understanding the Employee Assistance Programme;
- b. for ensuring that all employees are aware of the programme;

- c. for encouraging employees to make use of the self-referral procedure;
- d. for participating in such training as is provided by the programme;
- e. for being a member of the Joint committee;
- f. for maintaining absolute confidentiality

E5.8.3 ADMINISTRATIVE and SUPERVISORY PERSONNEL

The administrative and supervisory personnel shall be responsible:

- a. for fully understanding the Employee Assistance Programme;
- b. for ensuring that all employees in his/her area are aware of the programme;
- c. for encouraging employees to make use of self-referral procedures;
- d. for participating in such training as is provided by the programme;
- e. for recognizing deteriorating work performance which may be caused by problems capable of being treated through the programme and for recommending voluntary formal referral to the programme;
- f. for assessing work performance on a regular basis and reporting same to the Executive Officer responsible;
- g. for maintaining absolute confidentiality.

E5.8.4 STAFF REPRESENTATIVE/SHOP STEWARD

The staff representative shall be responsible:

- a. for fully understanding the Employee Assistance Programme;
- b. for ensuring that all employees in his/her area are aware of the programme;
- c. for encouraging employees to make use of the self-referral procedure;
- d. for participating in such training as is provided by the programme;
- e. for assisting in any interview upon request of the employee;
- f. for maintaining absolute confidentiality.

ARTICLE E6 EVALUATION OF TEACHERS

E6.1 The purpose of evaluation is to assess teacher competence and reinforce quality education.

- E6.2 Evaluation shall be completed within a school year. The evaluation shall be completed for each teacher no more frequently than every three (3) years and no less frequently than every five (5) years.
- E6.2.1 Evaluations must be completed for any
- a. any teacher having several areas needing improvement as identified in a previous less than satisfactory report;
 - b. teacher for whom the Superintendent of Schools, Board, Minister or College of Teachers requests an evaluation.
- E.6.2.2 Evaluation should be completed as far as practicable, for any
- a. teacher in his/her first year in the District,
 - b. teacher with substantial changes in assignment as determined by the principal, or
 - c. teacher who requests an evaluation. Such requests must be made in writing prior to January 31st of the school year.
- E6.3 Formative supervision shall be provided for every first year teacher.
- E6.4 Evaluations shall be completed within a school year by an Administrative Officer, a Superintendent of Schools, or an Assistant Superintendent.
- E6.5 Evaluation procedure shall be as follows:
- E6.5.1 All reports on the work of a teacher shall be in writing;
- E6.5.2 At least ten (10) teaching days prior to commencing observations, the evaluator shall meet with the teacher to discuss the purpose of evaluation, the time span and schedule of observations, and the criteria to be used in evaluation.
- E6.5.3 Prior to each observation, the teacher and the evaluator will meet to discuss the goals and objectives for the teaching situation to be observed.
- E6.5.4 Periods chosen for evaluation shall not be at abnormal or inappropriate times and the teacher shall have the right to select up to half of the observation times.
- E6.5.5 Each report shall be based on not less than three (3) and not more than six (6) personal observations, as defined above, which reflect the teacher's assignment.
- E6.5.6 The report shall deal only with aspects of the assignment over which the teacher has both responsibility and control.

- E6.5.7 Following each observation, the evaluator shall discuss with the teacher his/her observations. Such observations and impressions shall be provided to the teacher in the form of a written anecdotal statement within two (2) school days of the discussion.
- E6.5.8 The evaluator shall give the teacher advice and assistance in overcoming any weakness observed
- E6.5.9 The report shall be based on the observations of the evaluator in the classroom. Involvement or non-involvement in extra-curricular activities, participation in union activities or matters not directly related to teaching duties are outside the scope of evaluating and reporting on the work of a teacher. Notwithstanding this article, a letter of recognition for extracurricular activities shall be written upon request and forwarded to the teacher.
- E6.5.10 The report will include the teacher's main area of assignment and shall comment on all instructional areas observed. Should the report not cover all areas of the assignment and/or there is a discrepancy between the teacher's assignment and his/her expertise or professional training, such will be noted in the report should the teacher so request.
- E6.5.11 With the teacher's knowledge, evaluators may discuss the work of the teacher and may consider jointly what steps should be taken to improve performance, but any report shall be written independently based upon the writer's personal observations.
- E6.5.12 The closing statement of the report shall be a statement of whether the teacher's performance is "satisfactory" or "less than satisfactory".
- E6.5.13 In the event of a less than satisfactory report the President of the Union shall be informed. The evaluator will confer with the teacher and, if requested, an advocate of the teacher's choice to develop a plan of assistance which shall include a specified date for completion and will determine the time and resources that may be required. Where a plan of assistance is implemented, it shall be completed before another evaluation is implemented.
- E6.5.14 The teacher shall be given a draft report at least forty-eight (48) hours prior to the preparation of the final copy. He/she shall have the right of a meeting with the evaluator and an advocate of his/her choice if he/she so desires, to propose changes to the draft.
- E6.5.15 Any written report of a teacher which includes areas of criticism shall include constructive suggestions and advice for improvement in these areas.
- E6.5.16 The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report provided that such a commentary is received by the Superintendent of Schools within thirty (30) days of the date of the final report.
- E6.5.17 The final report shall be filed prior to March 31 in the teacher's personnel file at the School District office. A copy shall be given to the teacher at the time of filing, and a

copy shall be retained, in confidence, by the author of the report for record purposes only. There shall be no other copies of the report filed except as required by The School Act and Regulations.

- E6.5.18 A teacher may agree to arrange a later date for filing with the person writing his/her evaluation.
- a. Such an arrangement shall be in writing and shall include a specific date for filing which shall not be later than May 31.

E6.6 Certified Substitute Evaluation

- E6.6.1 At the request of a certified substitute teacher one or more single observation reports shall be provided by the principal of a school to which the substitute teacher is assigned.
- E6.6.2 Upon completion of three (3) or more single observation reports, the certified substitute may request that a full formal report be drafted based on the same observations.
- E6.6.3 In all evaluations of substitute teachers, the criteria and their specific applications must be altered to suit the scope and duration of the teaching assignment upon which the evaluation is based.
- E6.6.4 All reports mentioned above shall be in writing.

E6.7 TEACHER EVALUATION CRITERIA

The following shall be the reference criteria used in preparing an evaluation report:

- E6.7.1 Knowledge of Subject Matter and Child Development
- E6.7.2 Preparation and Planning
- E6.7.3 Instructional Skills
- E6.7.4 Classroom Management and Professional Relationships
- E6.7.5. Student Achievement and Management of Records

E6.8. Examples of Elements for Each Criterion are:

- E6.8.1 Knowledge of Subject Matter and Child Development
- a. demonstrates knowledge of the subject matter being taught
 - b. utilizes knowledge of appropriate developments and trends in the subject area being taught and in child development.

- c. endeavors to keep his/her knowledge current and his/her teaching techniques effective for the teaching areas and children he/she is assigned.

E6.8.2 Preparation and Planning

- a. develops appropriate long and short-term objectives providing a variety of learning experiences.
- b. identifies daily learning objectives.
- c. plans for sequentially ordered activities which permit flexibility in instruction.
- d. utilizes appropriate material and personnel resources.
- e. plans for individual differences and class characteristics.
- f. cooperates with other personnel and parents to plan and implement programs that provide for individual differences among students.
- g. creates a physical setting that contributes to learning.
- h. provides plans and clear directions for substitute teachers.

E6.8.3 Instructional Skills

- a. motivates students to achieve their potential.
- b. uses various resources to promote learning.
- c. uses relevant classroom displays and displays of student work to promote learning.
- d. presents skills and content clearly and cogently.
- e. asks questions which promote a higher order of thinking skills.
- f. effectively monitors individual understanding.
- g. creates assignments which utilize, reinforce, or expand upon the content of the lesson.
- h. involves students in experiences and activities designed to develop and stimulate thought with due consideration for individual differences.
- i. is available to his/her students as a resource person.
- j. employs a variety of instructional strategies with differing learning styles in mind.

- k. conveys clearly course objectives and expectations to students.

E6.8.4 Classroom Management and Professional Relationships

- a. develops positive rapport with students.
- b. promotes positive relationships with and among students.
- c. speaks and acts toward pupils with respect and dignity, and attempts to maintain a mutual respect between himself/herself and his/her students.
- d. encourages students to assume responsibility for their own actions, to practice self-discipline, and to develop a positive self-concept.
- e. demonstrates consistency, respect and fairness in dealing with students.
- f. establishes consistent routines and clear expectations for appropriate student conduct.
- g. maintains an orderly environment and is well organized for lesson presentations.
- h. encourages student on-task behaviour.
- i. encourages all students to achieve to their fullest potential.
- j. maintains individually and cooperatively a high standard of professional conduct with pupils, colleagues and parents.
- k. develops a positive classroom climate.
- l. shares with colleagues, students and parents his/her educational objectives and practices.

E6.8.5 Student Achievement and Management of Records

- a. establishes a variety of procedures for assessing student performance and communicates these procedures clearly to students, parents and other personnel.
- b. interprets the results of student assessments.
- c. identifies the reasons students have or have not met instructional objectives.
- d. utilizes the results of student performance assessments to plan for future instruction.
- e. maintains appropriate, accurate records of student achievement, attendance, and other necessary data, and reports effectively to parents.

- f. respects the confidentiality of information concerning students.

ARTICLE E7 SCHOOL ACT APPEALS

- E7.1 Where a pupil and or parent/ guardian files an appeal under the School Act Section 11 and Board By-law of a decision of a Teacher, or in connection with or affecting such a Teacher,
 - E7.1.1 the Teacher and the Union shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
 - E7.1.2 the Teacher shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union; and
 - E7.1.3 the Teacher shall have the opportunity to provide a written reply to any allegations in the appeal.
- E7.2 The board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the Teacher(s) who made the decision.
- E7.3 No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit of process contained in this agreement, or deprive the Teacher of any right, benefit or process otherwise provided by law.

ARTICLE E8 NON-SEXIST ENVIRONMENT [P.C.–E.1]

- E8.1 A non-sexist environment is defined as that in which there is no discrimination against females or males by portraying them in gender stereotyped roles or by omitting their contributions.
- E8.2 The employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the employer and the Local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
- E8.3 The employer and the Local shall promote a non-sexist environment through the development, integration, and implementation of non- sexist educational programs, activities, and learning resources for both staff and students.

SECTION F Professional Rights

ARTICLE F1 PRO-D GOALS

- F1.1 The Board and the Union jointly affirm the importance of Professional Development to the quality of education in the District. Accordingly, Professional Development shall be actively encouraged by the Board and its officers and by the Union.
- F1.2 The Board and the Union jointly affirm that the goal of Professional Development is the advancement of professional practice and understanding in the teachers of the District. Each professional teacher should be encouraged and assisted throughout his/her career to achieve the following goals:
 - F1.2.1 Understanding and application of a professional code of ethics and conduct.
 - F1.2.2 Achievement of the highest possible standard of professional training and practice.
 - F1.2.3 Commitment to self-directed continuing education.
 - F1.2.4 Assistance in the development of colleagues and the profession.

ARTICLE F2 PRO-D COMMITTEE

- F2.1 For the purposes of achieving the Pro-D goals (Article F1) the Board and the Union shall establish a Professional Development Fund to be controlled and administered by a Joint Professional Development Committee. The Committee shall have the responsibility for adopting guidelines and procedures which take fairly into account the professional development needs of individuals, schools, or groups of teachers or schools, in the best interest of education in the District.
- F2.2 The Joint Professional Development Committee shall be chaired by the Union's professional development chairperson and shall comprise:
 - F2.2.1 one Board trustee (optional)
 - F2.2.2 the Superintendent of Schools or designate
 - F2.2.3 one teacher from each school
 - F2.2.4 the Union's professional development chairperson
 - F2.2.5 and an administrative officer (optional)
- F2.3 All decisions relating to professional development at the school level, including the use of funds and the use of professional development days, shall be made by school professional development committees, elected by school staffs. These committees shall comprise:
 - F2.3.1 one administrative officer

F2.3.2 at least two members of the Union on the school staff

F2.3.3 the committee shall elect its own chairperson

ARTICLE F3 PRO-D FUNDING

F3.1 Professional Development shall be funded by an allowance paid to each FTE teacher, pro-rated for part time teachers.

F3.1.1 The Board shall contribute an amount equivalent to one percent (1%) of a teacher's annual salary (rounded to the nearest dollar) at category 5 at 6 years' service.

a. The allowance shall be paid regularly into the Professional Development Fund in ten (10) monthly installments.

b. The same amount shall be deducted by the Board from the salary of each teacher in receipt of allowances as part of the QCDTA dues in accordance with Article 3 and paid directly into the Professional Development Fund.

F3.1.2 The Union shall contribute \$100 per FTE teacher, pro-rated for part time teachers.

a. The amount shall be paid regularly into the Professional Development Fund in ten (10) monthly installments;

F3.1.3 Programs which may create a shortfall shall be planned in cooperation with the Board so that sufficient funds are available to ensure the continuance of the Professional Development program.

F3.2 Any credit balance or deficit of the Professional Development Fund shall be carried forward to the next school year and reallocated at the discretion of the Professional Development Committee.

F3.3 Records pertaining to the fund shall be maintained by the Chairperson of the Professional Development Committee and shall be subject to the usual audit procedures and standards of the Board.

F3.3.1 The Professional Development Chairperson shall provide the Board with an accounting report December 31 and May 31 of each year.

F3.3.2 The financial records of the Professional Development Committee shall be subject to an audit, with cost charged to the Professional Development Fund, as of June 30 of each year.

F3.3.3 All financial audit reports shall be provided to the Board.

ARTICLE F4 PROVISION OF PRO-D SUBSTITUTES

F4.1 Substitute costs incurred by teachers on professional development leave from normal duties shall be charged by the Secretary Treasurer to the Professional Development Committee and shall be invoiced monthly.

ARTICLE F5 ATTENDANCE AT PROFESSIONAL DEVELOPMENT ACTIVITIES

F5.1 All Teachers will attend District or school based professional development activities when schools have been closed for that purpose.

F5.1.1 Attendance at such activities is compulsory except when a teacher is on authorized leave or on an alternate assignment prearranged with the principal.

F5.2 Attendance at all other Professional Development activities shall be strictly voluntary.

ARTICLE F6 NON-INSTRUCTIONAL DAYS

F6.1 For the purposes of this contract, the following definitions shall be used:

F6.1.1 Non-instructional days are non-teaching days approved by the Board.

a. Regular non-instructional days are five (5) non-instructional days, approved by the Board, to which a school staff is entitled.

b. Banked-time non-instructional days are up to three and a half (3.5) non-instructional days available to each school staff, the time of which is generated by additional time of instruction provided during regular instructional days.

F6.2 All non-instructional days shall be considered as regular instructional days for the purposes of salaries and benefits.

F6.3 All non-instructional days shall be used only for staff-chosen professional development activities as approved by the school Pro-D Committee. Proposals will be forwarded from the principal to the Superintendent of Schools who maintains the right of refusal.

ARTICLE F7 FIRST AID

F7.1 Each teacher in School District No.50 may be given the opportunity to acquire or renew a certificate in first aid. Material and course costs will be covered by the Board.

F7.2 First aid courses may be held on non-instructional days, however, where only small numbers of teachers are involved, release from regular instructional duties to attend first aid courses may be granted with substitute costs to be borne by the Board.

F7.3 Application shall be made to the Chief Executive Officer through the Principal of the School.

ARTICLE F8 SCHOOL ACCREDITATION

F8.1 The Board and the Union agree that the following terms and conditions should expedite the process:

F8.2 GENERAL

F8.2.1 The purpose of school accreditation is to provide school staffs with an opportunity to develop, in cooperation with their local communities, the best possible school climate and selection of programs.

F8.2.2 Resources as provided in the Block Funding shall be used as determined by the School Accreditation Committee.

F8.2.3 Resources provided for follow-up activities in the Block Funding shall be so used.

ARTICLE F9 TEACHER UPGRADING

F9.1 The Board shall encourage teacher upgrading by:

F9.1.1 assisting in the provision of courses locally,

F9.1.2 providing financial assistance towards the cost of such local initiatives, and

F9.1.3 reimbursing teachers for costs of off-island courses and materials pre-approved by the Chief Executive Officer.

SECTION G Leaves of Absence

ARTICLE G1 SICK LEAVE

- G1.1 Sick leave shall ensure that the teacher receives full pay while absent from school for reasons of illness, medical disability, or quarantine.
- G1.1.1 Any days which the teacher has been absent with full pay for the reasons of illness, medical disability, or quarantine shall be charged against any sick leave accumulated by the teacher. A maximum of one hundred and twenty (120) days may be used in any school year.
- G1.1.2 A teacher on sick leave or requesting medical leave may be required to obtain a written statement from a registered medical practitioner or the Board's medical officer indicating inability to work.
- G1.2 ACCUMULATION OF SICK LEAVE DAYS
- Teachers will be advised of their accumulated days as of the previous June 30 in September of each year. In addition, the Board shall forward a final statement to all teachers who leave the employ of the Board and who have provided a forwarding address.
- G1.2.1 Sick leave accumulated by each teacher prior to June 30, 1988, shall continue to be credited to that teacher.
- G1.2.2 A teacher shall accumulate sick leave days, pro-rated to the assignment, at the rate of 1.5 prorated days per month to a maximum of fifteen (15) prorated days per year to be credited at the beginning of the assignment.
- G1.2.3 Sick leave unused in any school year shall accumulate to the benefit of the teacher's record of sick leave.
- G1.2.4 Upon return from leave, or on re-engagement, a teacher shall receive all unused sick leave unless otherwise provided for in the Agreement.
- G1.3 WORKERS' COMPENSATION BOARD PAYMENTS
- G1.3.1 Compensation received from the Workers' Compensation Board for a work-related illness or injury shall be paid to the Board and the teacher shall continue to be paid full salary for six (6) months with no charge against the accumulated sick leave.
- a. Subsequently, the difference between regular salary and the compensation payment shall be charged against the teacher's sick leave credit until no accumulated sick leave remains, whereupon the teacher will receive the WCB payments directly and the Board's responsibility to maintain salary and benefits shall cease.

G1.3.2 Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

G1.4 BOARD RECOVERY OF OVERPAYMENTS

Upon cessation of employment, recovery of any sick leave overpayment shall be made by deduction from the teacher's final cheque or in extenuating circumstances, by mutual agreement.

ARTICLE G2 MATERNITY LEAVE SEE ALSO B7.7.0 UIC SUB PLAN

G2.1 SHORT-TERM MATERNITY LEAVE:

As soon as the condition of pregnancy has been established and upon written request to the Chief Executive Officer stating the expected date of birth, a pregnant teacher shall be granted a leave of absence:

G2.1.1 as provided for in Part 7 of the Employment Standards Act (1980), or

G2.1.2 for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester;

G2.1.3 credit for increments shall be granted if a teacher has taught six (6) months in a school year in which Leave of Absence has been taken.

G2.2 EXTENDED MATERNITY/PATERNITY LEAVE:

G2.2.1 Teachers granted leave under G2.1 who choose not to return to work at the expiration of that leave may apply for extended maternity/paternity leave, four (4) weeks prior to the start of a semester or term or by May 31 in respect to leave expiring on June 30;

G2.2.2 Leave shall be granted upon request, for either parent, for a period of up to a maximum of thirty (30) school months, with return to coincide with the commencement of a term or semester;

G2.2.3 Credit for increments and for cost to the Board of benefits do not apply to extended maternity/paternity leave.

G2.2.4 Teachers applying to return to employment following extended maternity/paternity leave shall make application on or before May 31 in the calendar year of which they wish to return to employment.

G2.2.5 Teachers who are on extended maternity/paternity leave who do not give the Board the required notice of their intention to return to teaching shall be deemed to have resigned and the Board shall give one month's notice to this effect to the teachers.

G2.3 USE OF SICK LEAVE

If at the end of the agreed-upon period of leave in G2.1, the teacher is unable to return to duty because of ill health, she shall present the Board with an acceptable medical certificate and shall qualify for her sick leave provisions.

G2.4 EARLY RETURN AND EMERGENCY SITUATIONS

G2.4.1 in the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may be permitted to return to duty earlier than provided in the agreed-upon leave;

G2.4.2 the teacher intending to make an early return to duty shall submit a written application and a medical certificate stating fitness to work;

G2.4.3 in emergency situations, the teacher's application for leave will be considered on shorter notice;

G2.4.4 a terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act (1980) and the maternity and extended maternity leave provisions of the Agreement.

G2.5 EXTENDED MATERNITY LEAVE BENEFITS

When a teacher has been granted extended maternity leave the Board will pay its share of all benefit premiums during the period of the leave, if the teacher so requests and makes suitable arrangements for the continuation of her share of the premiums.

G2.6 ADOPTION

In the case of adoption, maternity leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of this section shall apply including all rights guaranteed under the Employment Standards Act (1980). Leave shall be granted to either parent, or both, if both are employees of the Board.

G2.7 ASSIGNMENT

G2.7.1 a teacher returning from short-term maternity leave within a school year shall be reassigned to the same school whenever possible;

G2.7.2 a teacher returning from extended maternity leave shall be assigned to a reasonably comparable position within the District.

G2.7.3 these items notwithstanding, a teacher may choose to apply for a transfer to another position.

ARTICLE G3 SHORT TERM LEAVES

G3.1 AUTHORITY / PROCESS / PROCEDURES

- G3.1.1 Requests for leave of absence are to be submitted through the Principal of the school to the Chief Executive Officer using the request for leave of absence form.
- a. Request forms, complete with supporting documents, should be filed at least two (2) weeks before the effective date of leave of absence in order to provide time for the approval to be processed.
 - b. Sufficient details should be provided so that the request can be processed without further reference to the applicant.

G3.1.2 No teacher is to take leave without approval:

- a. When the approval has not been received by the date of the requested leave it may be obtained by the Principal telephoning the Chief Executive Officer.
- b. Emergency leaves may be approved by the Principal and are subject to the follow-up request in writing to the Chief Executive Officer.

G3.1.3 All personal leaves require that a substitute is available.

G3.1.4 CALCULATION OF LEAVE WITHOUT PAY

Deductions for such leave shall be computed on the basis of the following formula:

$$\frac{\text{Number of Days Absent} \times \text{Annual Salary}}{200 \text{ DAYS}}$$

G3.1.5 LEAVES OF ABSENCE CAP

- G3.1.5 a. Leave of absence, with pay or at cost of short term certified substitute, shall not exceed five (5) teaching days per school year in total, for the following leaves:
- i. Leave for Personal Reasons
 - ii. Leave for Exceptional Circumstances
 - iv. Travel time, over and above that necessary for taking the last scheduled means of transport, for any short term leave.
- b. Leaves of absence in excess of this five (5) day cap may be granted and shall be without pay.

G3.2 LEAVE FOR JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS

Upon written request, the Board shall grant leave of absence with pay to any Teacher summoned for jury duty or required to attend any legal proceedings by reason of subpoena.

G3.2.1 A Teacher on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances.

G3.3 BEREAVEMENT LEAVE

G3.3.1 The Board shall grant leave with pay to a maximum of five (5) days in the case of the death of a wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other person living in the same household.

G3.3.2 Leave of absence in excess of five (5) days may be granted upon written request to the Chief Executive Officer.

G3.3.3 In the event of the death of any relative not mentioned above or a friend of the teacher, the teacher shall be entitled to special leave for one (1) day, with pay, for the purpose of attending the funeral and additional days, if necessary, for travel.

G3.4 FAMILY LEAVE

G3.4.1 Leave of absence at cost of short-term substitute may be granted for illness or injury of a family member serious enough to require the presence of the teacher or requiring travel off-Island.

G3.4.2 The Board recognizes that at the time of the birth of a child, or time of adoption or legal guardianship, the family commitment may make it difficult for a parent to carry out his/her regular teaching responsibilities.

a. At the time of birth of a child, the Board shall grant the father up to three (3) full days' leave of absence with pay.

b. At the time of adoption or legal guardianship, the Board shall grant parents up to one (1) full day's leave of absence with pay.

G3.5 LEAVE FOR PERSONAL REASONS

G3.5.1 Leave of absence at cost of short-term certified substitute may be granted for personal reasons such as

a. candidacy in a municipal, regional, provincial or federal election;

b. the attendance at a seminar or conference that is political, cultural, religious;

c. participation in an official sporting event;

d. for urgent personal business;

e. a delegate or a representative of a community organization, or

- f. a teacher elected or appointed to municipal, provincial government, or regional district offices or public board.

G3.5.2 Discretionary leave with pay to a maximum of

- a. one (1) day per year, not cumulative, may be granted to members with two (2) or more years' service to the District;
- c. two (2) days per year, not cumulative, may be granted to members with five (5) or more years' service to the District.

G3.6 TRAVEL-DELAY

Teachers who are unable to return to work because of travel-delay, and who do not notify the Principal of the school or the School Board office, as soon as possible, will be considered on unauthorized leave in direct contravention of the School Act. These instances will receive automatic referral to the Personnel Committee for final decision of the Board.

G3.6.1 Teachers who are delayed in returning to their schools solely due to maintained road closure, and who notify the Board as soon as possible, shall be charged incurred costs of short-term substitute.

G3.6.2 Teachers on Board-approved leave of absence who suffer travel-delay solely because of maintained road closure, equipment failure, or cancellation or delay of a scheduled public carrier, and who notify the Board under G3.6.0, shall receive the required extension of the leave provided the next available public carrier is taken.

G3.6.3 Teachers not on Board-approved leave of absence and who suffer travel-delay because of cancellation of arrival by scheduled public carrier on-island more than eight (8) hours before start of class on the next school day, and who notify the Board under G3.6.0, shall be charged the cost of a short-term certified substitute, provided the next available public carrier is taken.

G3.6.4 Teachers not covered by G3.6.1, G3.6.2, or G3.6.3 shall have deductions for this leave based on 1/200 of annual salary.

G3.7 LEAVE TO ATTEND RETIREMENT SEMINARS

G3.7.1 A Teacher who is forty (40) years of age or older shall be granted, upon request, up to a maximum of one day's leave of absence, with pay, on one occasion, to attend a BCTF sponsored retirement planning seminar.

G3.7.2 In all other cases the cost of a short-term certified substitute will be charged.

G3.8 EXCEPTIONAL CIRCUMSTANCES LEAVE

From time to time, circumstances may arise under which teachers may request a leave of absence and, because of which, a deduction of a full day's pay is deemed to be inappropriate. The deduction from the teacher's salary shall be the cost of a short term certified substitute. Examples of such leave may include:

- G3.8.1 Attendance at a professional development activity which cannot be funded by the joint Board/Union professional development fund.
- G3.8.2 Activities of benefit to the community but which are not covered under Article G3.5.1.
- G3.8.3 Situations, other than subpoena, under which a teacher is asked to appear before a duly constituted court, coroner's inquest, or commission hearing.
- G3.8.4 Other circumstances approved by the Chief Executive Officer.

ARTICLE G4 LONG TERM LEAVE

G4.1 ELIGIBILITY

- G4.1.1 A teacher is eligible for long term leave of absence after he/she has completed three (3) years' service in the District.
 - a. No more than: one (1) teacher per school for schools of less than ten (10) full time equivalent teachers; two (2) teachers per school for schools of ten (10) or more full time equivalent teachers; or five (5) teachers in the District may be granted long term leave in any one (1) year.
 - b. Leaves associated with the Deferred Salary Plan are included in these totals.
 - c. Preference will be given to those teachers who are engaged in professional development.
- G4.1.2 Notwithstanding the above, a teacher elected as a Member of Parliament or Member of the Legislative Assembly, shall be granted an appropriate long-term leave of absence under reasonable terms of notice to the Superintendent of Schools.

G4.2 APPLICATION PROCEDURE

The teacher must apply in writing to the Chief Executive Officer not later than March 31st for the following school year.

G4.3 LEAVE END PROCEDURE

The teacher on leave must inform the Chief Executive Officer in writing, not later than March 31st of the calendar year in which he or she is due to resume teaching, of his/her intention to return.

- G4.3.1 Such notice will be interpreted as commitment to a contract of employment effective July 1.
- G4.3.2 Failure to provide this notice shall be construed as being a resignation, effective June 30th of that year.
- G4.3.3 Returning teachers must provide the Chief Executive Officer with teaching assignment and school preferences not later than March 31st. Every attempt will be made to place the teacher accordingly.

ARTICLE G5 DEFERRED SALARY LEAVE PLAN

G5.1 The Board and the Union shall enter into a Deferred Salary Leave Plan provided the practice remains legal.

G5.2 PREAMBLE

The Board of School Trustees and the Queen Charlotte District Teachers' Association have joined together to implement the Deferred Salary Plan in recognition of continuous service for those teachers who may wish to take a preplanned leave of absence from their teaching duties with School District No. 50.

G5.3 PURPOSE

The purpose of the plan is to allow teachers to take a year's leave of absence with the assurance that the salary which had been deferred will be available to them during the leave of absence and taxes to be applicable upon receipt of monies not when monies are earned.

G5.4 CARRIER

The carrier for this plan is Royal Trust Company.

G5.5 ELIGIBILITY

The eligibility to participate in the Deferred Salary Plan will be governed by regulations covering limitation on entry to the plan, participation on a yearly basis and within any given school.

- G5.5.1 In making application, participating teachers must clearly set out the actual year in which the leave is to be taken.
 - a. A teacher not currently eligible for Long Term Leave under G4.1.1 may apply to enter the plan but must be eligible for Long Term Leave in the year the leave is actually taken.
- G5.5.2 Eligibility criteria is agreed as being:

- a. Entry into the Plan at the District level shall be limited to four (4) persons in any given year.
 - i. Only two (2) of the four (4) may be scheduled for leave of absence in the same year. The other two (2) must select another year.
- b. In order that this programme does not interfere with any school operation, a formula will be used of fifteen percent (15%) or one (1) person per school whichever is the greater.
- c. The onus is placed upon the teacher participant to set out clearly in the original application request the year in which the leave is to be taken.
- d. Maximum applications which will be granted in any given year will be two (2) participants.

G5.6 APPLICATION PROCEDURE

- G5.6.1 The application deadline is on or before March 31st in any given year.
- G5.6.2 All applications must be in writing and all responses are to be in writing with final notification to be received no later than May 15th in any given year.
- G5.6.3 The selection is first based on the seniority of the applicant within the District. After seniority factor has been addressed consideration may be given to professional development or upgrading of qualifications.

G5.7 ADMINISTRATION OF THE PLAN

The administration of the plan, is the responsibility of the Chief Executive Officer.

G5.7.1 PENSION PAYMENTS

Pension payments during the deferment period are based on salary earned.

G5.7.2 EXPERIENCE CREDIT

The actual leave of absence year, while not counted as teaching experience, will not be considered as broken service in the district.

G5.7.3 BANK ACCOUNTS

Bank accounts set up for administration of the plan will be by authority of the Board of School Trustees.

ARTICLE G6 RELEASE TIME

G6.1 QCDTA PRESIDENT

The Board hereby agrees to release the president of the Union from teaching duties for up to 50% of one FTE.

G6.1.1 So long as the condition of part time continues, the following shall apply:

- a. The Board will continue to pay the President his/her salary and to provide benefits as specified in the Agreement.
- b. The Union will reimburse the Board for salary and a share of superannuation upon receipt of a monthly statement.

G6.1.2 For purposes of pension, experience, sick leave and seniority, the president shall be deemed to be in the full employ of the Board. The president shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness. Such days or partial days shall be deducted from the president's accumulated sick leave credits.

G6.1.3 The teacher returning to full teaching duties from a term or terms as president shall be assigned to the same school, wherever possible.

G6.1.4 In the event the president is temporarily unable to fulfill the presidential duties the Board shall provide a substitute teacher to permit another Union Member to assume the duties of the president. Provisions of Article G6.1.1, G6.1.2, and G6.1.3 shall also apply.

G6.2 REPRESENTATIVES

A teacher covered by this Agreement who is a member of the Executive Committee, representative assembly, a committee or task force of either the local, the BCTF, the CTF, the Teacher College Council or appointed an official representative or delegate of the local or the BCTF, or who is an Union staff representative, shall be entitled to release time from instructional duties, without loss of pay, to carry out the duties involved.

G6.2.1 Such release from duties shall be granted in accordance with leave procedure subject only to the Board being reimbursed for incurred costs of the substitute teacher.

G6.3 BC TEACHERS' FEDERATION ELECTION / EMPLOYMENT

In the event that a teacher covered by this Agreement is elected to a full-time position as an officer of the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCTF, or secondment to the Federation, leave of absence without pay shall be granted for the duration of those duties.

G6.3.1 For the term of this leave, the teacher shall accumulate pension, experience, sick leave and seniority.

G6.3.2 Written notice will be given by May 31 for commencement or termination of leave.

G6.3.3 The teacher shall be entitled to an assignment comparable to that previously held, and in the same school whenever possible.

ARTICLE G7 MEDICAL SITUATIONS IN THE SCHOOL

G7.1 A teacher who is ordered home because of a medical situation in the school shall not have the day(s) absent for this reason deducted from his/her sick-leave account.

ARTICLE G8 PARTIAL MEDICAL LEAVE

G8.1 Where a full-time employee produces a medical certificate stating that the employee, while unable to work full-time, is capable of working part-time, the employee's assignment may be reduced or he/she may be reassigned to another position mutually agreed upon by the teacher and Chief Executive Officer.

K1 PROVINCIAL LETTER OF UNDERSTANDING NO. 1
(Designation of Local and Provincial Matters)

NOTE

This Letter of Understanding, including Appendix 1 (Provincial Matters) and Appendix 2 (Local Matters) is not reproduced here. It is relevant for purposes of local and provincial negotiations, and for the later stages of processing grievances. Copies of this Letter of Understanding and Appendices are available from the local union office, the board office, British Columbia Teachers' Federation (Bargaining Services Division) or British Columbia Public School Employers' Association.

Provincial Letter of Understanding No. 3: Mid Contract Modifications
Between

The British Columbia Teachers' Federation (BCTF)

And

The British Columbia Public School Employers' Association (BCPSEA)

The parties agree to the following to resolve disputes arising out of the implementation of the Provincial Collective Agreement:

1. Obligations of Boards re: Non-Enrolling/ESL Ratios
 - a. Boards are obligated to maintain the ratios so that they do not decrease below the 1997-98 ratios in Appendix A, including any amendments thereto.
 - b. Where a Board receives funding in order to decrease the ratios of non-enrolling/ESL teachers to students, the Board is obligated to expend the funds received exclusively on hiring additional teachers to those produced by the ratios in (a) above within the category specified including costs necessarily and directly related thereto. A Board is not required to spend funds beyond those allocated by the Agreement for the purpose of decreasing the ratio and thus may not be able to meet the Appendix A ratios set out for Years 2 and 3.
 - c. Where the 1997-98 ratio in Appendix A does not accurately reflect the non-enrolling/ESL service level in place on September 30, 1997, and where disputes regarding compliance have arisen, the 1997-98 ratio will be adjusted to reflect the level of service agreed by the Board and the Local by applying the following principles:
 - i. if the revised ratio remains superior to the provincial minimum ratio, then the revised ratio forms the base and Appendix A will be amended accordingly,
 - ii. if the revised ratio is inferior to the provincial minimum ratio, then the provincial minimum becomes the ratio in either Year 2 or 3.
 - iii. where the ratio in Appendix A included Administrative Officers in the "teacher" column when the levels of service were reported for 1997-98,
 - (i) if removal of the number of Administrative Officers from the 1997-98 ratio results in a ratio that remains superior to the provincial minimum ratio, then the revised ratio forms the base and Appendix A will be amended accordingly.
 - (ii) if removal of the number of Administrative Officers from the ratio results in a ratio that is inferior to the provincial minimum ratio, the incumbent is grandfathered. When the individual leaves the position he/she can no longer be counted for purposes of meeting the ratio and the ratio must be met by counting only teachers within the bargaining unit.
 - d. Should Article A.1.2 of the Provincial Collective Agreement come into effect, the obligations of Boards will continue as outlined in a. and b. above as long as the Ministry continues to replicate both the funding and

the funding distribution system for Year 3 as outlined in Appendix A except where amended by mutual agreement of the parties and subject to the Ministry providing a letter confirming that the funding distribution system and monies in place for Year 3 will be replicated during any bridging period prior to the ratification of a subsequent collective agreement.

2. Resolution of outstanding district-specific disputes.

a. School District No. 6 (Rocky Mountain)

Special Education Appendix A ratio for Years 2 and 3 of the agreement is 1:342

The parties agree to request Ministry funding for the necessary additional FTE teachers to assist in meeting this ratio.

b. School District No. 23 (Central Okanagan)

Learning Assistance Appendix A ratio for Years 2 and 3 of the agreement is 1:490

c. School District No. 33 (Chilliwack)

Special Education Appendix A ratio for Years 2 and 3 of the agreement is 1:342

d. School District No. 43 (Coquitlam)

Learning Assistance Appendix A ratio for Years 2 and 3 of the agreement is 1:504

e. School District No. 64 (Gulf Islands)

Counselling Appendix A ratio for Years 2 and 3 of the agreement is 1:651

f. School District No. 78 (Fraser Cascade)

Teacher Librarian Appendix A ratio for Years 2 and 3 of the agreement is 1:569

g. School District No. 79 (Cowichan Valley)

Teacher Librarian Appendix A ratio for Years 2 and 3 of the agreement is 1:559

3. Process to resolve outstanding district-specific disputes

The parties each agree to name an individual representative to meet and discuss the following disputes (a. and b.) with the local parties and to attempt to achieve a resolution by June 10, 1999.

a. School District No. 40 (New Westminster)

Counselling

Learning Assistance

Teacher Librarian

ESL

b. School District No. 71 (Comox)

Teacher Librarian

Special Education

4. Teacher Librarian Preparation Time Relief

a. The BCTF agrees to withdraw its grievance pertaining to the provision of preparation time relief with respect to the following districts:

i. School District No. 22 (Vernon)

ii. School District No. 27 (Cariboo-Chilcotin)

iii. School District No. 52 (Prince Rupert)

iv. School District No. 67 (Okanagan Skaha)

v. School District No. 75 (Mission)

vi. School District No. 82 (Coast Mountains)

b. The parties agree that any matters in the above mentioned disputes (4.a) that pertain to 1530 reporting not related to the provision of preparation time relief by teacher librarians be referred to the process established in 3 above.

c. The BCTF reserves the right to grieve any allocation of teacher librarian time to preparation time coverage that is not reasonably associated with the duties of a teacher librarian.

5. Primary Class Sizes and Special Needs Reductions

The parties agree that the grievance filed by BCPSEA will proceed to arbitration in an expedited manner such that every effort will be made to conclude the hearing in time to have a decision rendered prior to September 1, 1999.

6. Teachers-On-Call - Employment Insurance

For purposes of Employment Insurance, Boards will report 9.1 hours per day (pro rata for partial days) for teachers-on-call for all time reported on records of employment issued on or after June 11, 1999*. All previously issued Records of Employment, including coverage from September 1, 1997, will be revised on the basis of 9.1 hours per day and re-issued prior to October 31, 1999, unless a ruling from HRDC/Revenue Canada disallows claims based on the reporting level contained in the collective agreement.

Should Employment Insurance not accept 9.1 hours and substitute a lower number, Boards will not participate in any appeal process. Participation in any appeal process is the responsibility of the teacher-on-call and the BCTF.

The grievance filed by the BCTF is hereby resolved.

*Note: this date is dependent upon signing this Letter of Understanding by June 4. Otherwise the date will need to change to reflect a date one week from signing.

7. Teachers-On-Call - Employment Standards Act (ESA) Part 7 (Annual Vacation) and Part 5 (Statutory Holidays)

The B.C. Labour Relations Board Decision No. B551/98 regarding Sections 43, 49 and 61 of the ESA requires “arbitrators to consider together the collective agreement provisions for all employees covered by the agreement, and to compare them to the corresponding requirements of the Act, as also considered together for all of the employees.”

The parties agree that until this decision of the LRB is beyond any form of appeal, that no grievances regarding the above matters will proceed to arbitration. Should Decision No. B551/98 remain the same, the BCTF will withdraw all grievances related to this issue.

8. Teachers-On-Call Benefits

The BCTF has identified 18 districts as not having advised teachers-on-call about their eligibility for benefits. BCPSEA will work with the districts identified to ensure that teachers-on-call eligible for benefits pursuant to Article B.2.4 are advised of that right. Where teachers-on-call have been advised that they are not eligible because of plan limitations, locals in those districts shall be provided with a copy of the master benefit plan identifying such limitations.

9. Accounting Manual Differences

The parties recognize that the methodology used to calculate service levels has varied from district to district.

Differences of interpretation by the parties of the Ministry of Education's Accounting, Budgeting and Financial Reporting Manual shall be referred to a three person committee composed of representatives of BCPSEA, BCTF and the Ministry of Education for final and binding decision.

10. Combined Intermediate/Primary Class Sizes

The parties agree that all fractions occurring from combined intermediate/primary class size splits shall be rounded down.

11. ESL Funding - Appendix A

- a. For 1999/2000 and 2000/2001 school years, ESL PCA funding shall be provided to each district in the same amount as provided in 1998/1999.
- b. The number of ESL teachers required in each district for 1999/00 shall be the same number of ESL teachers as employed in 1998/1999.
- c. An equivalent ESL ratio to that contained in Appendix A shall be calculated for each district by dividing the number of Ministry funded ESL students enrolled in that district on September 30, 1999 by the number of ESL teachers pursuant to 11(b).
- d. The ratio calculated in 11(c) shall be applied to determine the number ESL teachers employed by each district in 2000/2001 in consideration of the number of ESL students enrolled in that district on September 30, 2000.
- e. In no case shall the equivalent ratio of ESL teachers to ESL students be inferior to 1:74.
- f. A correction shall be made to Appendix A for School District No. 39 (Vancouver) to correct the error contained in the 1997 Form 1530 reported level of service. A special purpose grant shall be provided to School District No. 39 to enable the provision of 27 FTE additional ESL teachers such that the total number of ESL teachers employed by School District No. 39 on September 30th, 1999 will be 335.4.

12. Spring Staffing Process

To amend the process outlined in Article D.1 [Provincial [Article D.1.6](#)] and Memorandum of Agreement [clauses 9.b, c](#) and d as follows:

- i. unchanged.

- ii. Prior to June 10, 1999 and May 30 in subsequent years, each School District shall hold a meeting with representatives of the Local for the purpose of general discussion of staffing plans for schools within that school district. The district shall make the local aware of any potential non-compliance with non-enrolling/ESL staffing ratios and/or the primary class size maximums and the reasons for that potential non-compliance.
- iii. In the event that the district concludes it is not able to achieve the required ratios and/or the primary class size maximums with the estimated funds, or that implementation of the article creates other costs which cannot be met with the allocated funds, the District shall, by no later than June 15 of that year submit its staffing plan to the Ministry with copies to the Local, BCTF and BCPSEA and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios or maximums which would otherwise apply.
- iv. Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local. Any local believing its Board not to be in compliance with respect to meeting required ratios, may also call for and have a meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in order to achieve the non-enrolling/ESL ratios and/or the primary class size maximums referred to in the Agreement.
- v. When this process fails, either party, within 5 working days, may refer the matter to a mutually acceptable arbitrator from the agreed upon list for an expedited arbitration.
- vi. By September 30, the Ministry of Education shall communicate to School Districts in writing the level of funding the District will receive in each year to support increased levels of non-enrolling staffing.
- vii. unchanged.

The undersigned agree to recommend this Letter of Understanding to their respective parties.

Date: June 4, 1999

Original signed by Kit Krieger
For the BCTF

Original signed by Charles Hingston
For the BCPSEA

Provincial Letter of Understanding 4

Between

The B.C. Teachers' Federation (BCTF)

And

The B.C. Public School Employers' Association (BCPSEA)

**LETTER OF UNDERSTANDING: APPROVED LIST OF ARBITRATORS—SPRING
STAFFING PROCESS**

The parties agree that the following constitutes the list of agreed arbitrators, as referred to in item 12.v of the Letter of Understanding between the parties dated June 4, 1999:

Robert Blasina

Barbara Bluman

Jim Dorsey

Marguerite Jackson

Stephen Kelleher

Judith Korbin

Don Munroe

Vince Ready

Colin Taylor

Furthermore, the parties agree to divide the agreed to list into three categories, as follows:

“A” – Jim Dorsey, Judi Korbin, Colin Taylor;

“B” – Marguerite Jackson, Don Munroe, Vince Ready;

“C” – Bob Blasina, Barbara Bluman, Stephen Kelleher.

The procedure for choosing an arbitrator under item 12.v of the Letter of Understanding is agreed to be as follows:

When a matter comes forward for reference to arbitration, the first arbitrator to be approached would be an agreed to person on the "A" list. If the parties are unable to agree who on the list should be approached first, then the first person in alphabetical order by last name from that list is to be approached first. If that arbitrator is available within 28 days to hear the dispute, then he or she will be appointed. If not, then the next arbitrator on the "A" list will be approached and the process will be repeated. If no one from the "A" list is available within 28 days, then arbitrators on the "B" list would be approached on the same basis. If, after exhausting both the "A" list and the "B" list, there is still no arbitrator who can hear the case within 28 days, then arbitrators on the "C" list would be approached on the same basis.

If the parties are still unable to find any arbitrator from the list to hear the case within 28 days, then the arbitrator will be the person from the "A" list with the first available time.

The second arbitration to come forward would follow the same system except that in the event that the parties are unable to agree who to approach first, then the first person on the "A" list alphabetically, who has not been assigned a case, would be the first approached. The same process as set out above would be repeated, if necessary, for arbitrators on the "B" and "C" lists. On subsequent arbitrations the arbitrator first approached from the "A" list will be chosen on an alphabetical rotational basis unless there is agreement to the contrary. This same rotational system would apply to the "B" and "C" categories.

This letter of understanding shall expire upon the commencement of a new collective agreement.

For BCPSEA

For BCTF

Original signed by

Original signed by

Kenneth Werker

Kit Krieger

Dated June 22, 1999

ljl/utfe/IWA Local 1-3567

Letter of Understanding 5

Between

The B.C. Teachers' Federation (BCTF)

And

The B.C. Public School Employers' Association (BCPSEA)

Provincial Letter of Understanding No. 5: Provincial Collective Agreement (PCA) Article D.1 Staffing Formula Appendix A – Revised ESL Ratios

The parties agree that pursuant to Letter of Understanding No. 3 (Provincial Collective Agreement – Resolution of Disputes and Mid-Contract Modifications) the ESL ratios for Year 3 on Appendix A have been revised as follows:

| | | | | | | | | |
|----|-------------------|------|----|-------------------|------|----|--------------------|------|
| 5 | Southeast | 55.0 | 43 | Coquitlam | 62.4 | 67 | Okanagan Skaha | 58.1 |
| 6 | Rocky Mountain | 52.3 | 44 | North Vancouver | 55.3 | 68 | Nanaimo- | 63.0 |
| 8 | Kootenay Lake | 74.0 | 45 | West Vancouver | 51.6 | 69 | Qualicum | 35.0 |
| 10 | Arrow Lakes | 74.0 | 46 | Sunshine Coast | 36.9 | 70 | Alberni | 55.0 |
| 19 | Revelstoke | 62.5 | 47 | Powell River | 14.3 | 71 | Comox Valley | 53.2 |
| 20 | Kootenay- | 60.0 | 48 | Howe Sound | 48.0 | 72 | Campbell River | 39.9 |
| 22 | Vernon | 13.5 | 49 | Central Coast | N/ | 73 | Kamloops/Thomps | 64.0 |
| 23 | Central Okanagan | 54.0 | 50 | Haida Gwaii/QC | 27.0 | 74 | Gold Trail | 74.0 |
| 27 | Cariboo Chilcotin | 59.5 | 51 | Boundary | 39.1 | 75 | Mission | 23.5 |
| 28 | Quesnel | 36.1 | 52 | Prince Rupert | 31.8 | 78 | Fraser Cascade | 48.8 |
| 33 | Chilliwack | 74.0 | 53 | Okanagan Sim. | 62.7 | 79 | Cowichan Valley | 74.0 |
| 34 | Abbotsford | 57.9 | 54 | Bulkley Valley | 64.5 | 81 | Fort Nelson | 33.3 |
| 35 | Langley | 34.8 | 57 | Prince George | 44.4 | 82 | Coast Mountains | 74.0 |
| 36 | Surrey | 60.6 | 58 | Nicola | 17.0 | 83 | North Okanagan-S | 24.5 |
| 37 | Delta | 50.9 | 59 | Peace River South | 43.8 | 84 | Vancouver Island W | 74.0 |
| 38 | Richmond | 53.4 | 60 | Peace River North | 74.0 | 85 | Vancouver Island N | 5.0 |
| 39 | Vancouver | 57.5 | 61 | Greater Victoria | 66.0 | 87 | Stikine | 74.0 |
| 40 | New Westminster | 61.4 | 62 | Sooke | 21.5 | 91 | Nechako Lakes | 55.0 |
| 41 | Burnaby | 63.4 | 63 | Saanich | 50.9 | 92 | Nisga'a | N/A |
| 42 | Maple Ridge-Pitt | 33.3 | 64 | Gulf Islands | 17.0 | 93 | CSF | N/A |

The parties agree that this completes the exercise provided for in Letter of Understanding No. 3, paragraph 11 and includes the adjustment required to address the incorrect inclusion of Offshore teachers under the ESL category.

Date: June 19, 2000

David Chudnovsky
For BCTF

Hugh Finlayson
For BCPSEA

Provincial Letter of Understanding No. 6: Grievance Procedure Release and TOC Costs

The parties agree to amend Article A.6.9.e to read as follows:

- i. Any employee, whose attendance is required at any grievance meeting pursuant to this Article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.
- ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
- iii. Unless the Previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher on call that may be required.

For BCTF

For BCPSEA

Neil Worboys

Hugh Finlayson

Dated: 27th day of October, 2000

Provincial Letter of Understanding No. 7

Between

The B.C. Teachers' Federation (BCTF)

And

The B.C. Public School Employers' Association (BCPSEA)

**Provincial Letter of Understanding No. 7 Re: Provincial Collective Agreement Article B.1:
Application of 2% Increase to Allowances**

The parties agree that effective April 1, 2000, the 2% general salary increase has application to allowances as follows:

2% to Apply

Department Head
Positions of Special Responsibility
First Aid
One Room School
Isolation and Related Allowances
Moving/Relocation

2% Not to Apply

Mileage/Auto
Per Diems
Housing
ProD (unless formula-linked to the grid)
Clothing
Classroom Supplies

For BCTF:

For BCPSEA

Neil Worboys

Hugh Finlayson

Dated this 15th day of March, 2001