



B.C. Teachers' Federation

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2235 Burrard Street, Vancouver, BC, V6J 3H9

SCHOOL DISTRICT NO. 43

1985-86 TEACHERS' SALARY AGREEMENT

Duplicate rec'd
12/3/86
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SCHOOL DISTRICT No. 43
(COQUITLAM)

This Agreement between the Board of School Trustees of School District No. 43 (Coquitlam) and the Coquitlam Teachers' Association is made pursuant to the provisions of the School Act of the Province of British Columbia.

Recognition of the Association

1. The Board recognizes the Coquitlam Teachers' Association as the sole bargaining agency for the negotiation of terms and conditions of employment of all members of the Association employed by the Board.
2. The Board agrees to deduct all dues, fees and levies established pursuant to the constitution and by-laws of the British Columbia Teachers' Federation and the Coquitlam Teachers' Association and remit the same to the appropriate body.

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PART I. SALARIES AND BONUSES

A. BASIC SCALE OF ANNUAL SALARY (1985)

Effective January 1, 1985, teachers' salaries shall be paid on the basis of the following scale:

SALARY SCHEDULE						
Category	2	3	4	5	6	6M
<u>Experience</u>						
0	\$18,747	\$20,648	\$22,532	\$24,600	\$26,490	\$27,013
1	19,802	21,558	23,626	25,887	27,924	28,446
2	20,456	22,468	24,820	27,173	29,357	29,880
3	21,311	23,378	25,964	28,459	30,791	31,313
4	22,166	24,288	27,108	29,746	32,224	32,747
5	23,021	25,198	28,252	31,032	33,658	34,180
6	23,875	26,109	29,397	32,318	35,091	35,614
7	24,730	27,019	30,541	33,605	36,526	37,048
8	35,585	27,929	31,685	34,891	37,959	38,482
9	26,841	29,490	32,830	36,178	39,393	39,915
10			34,592	37,464	40,826	41,349
11				39,582	43,033	43,555

Note: Holiday pay and/or vacation pay is included in the above salaries.

SCORES	BC 7.7
EFF.	01 01 85
TERM.	30 06 86
NO. OF EMPLOYERS	1 125
NUMBER OF EMPLOYERS	123

1. a. Persons holding Letters of Permission (LP) whose years of preparation can be equated to years of university training shall be placed at the same category that would apply if their total years of training had included one of teacher preparation to a maximum credit of Category 5.
b. The assessment of equivalent years of university training shall be that determined by the Teachers' Qualification Service.
2. Persons holding Letters of Permission (LP) whose years of preparation cannot be equated to years of university training shall be placed in a salary category which will provide a salary appropriate to their teaching function as determined by the Board and the Association.
3. Classification of teachers on the salary schedule, except as provided elsewhere in the agreement, shall be:
 - a. for teachers classified by the Ministry of Education for salary grant purposes according to the classification so established. The equivalent Teachers' Qualification Service categories shall be E.C. Category 1, E.B. Category 2, E.A. category 3, S.C./P.C. Category 4, S.B./P.B. Category 5, S.A./P.A. Category 6.
 - b. for all other teachers according to their category as assessed by the Teachers' Qualification Service.

The Teachers' Qualification Service category schedule is attached and marked Exhibit "A".

4. All teaching experience shall be evaluated in accordance with the provisions of that schedule hereto attached and marked Exhibit "B".
5. No teacher shall be paid below the lowest salary scheduled.
6. Teachers with a P.A. certification and/or Category 6, holding a Masters Degree shall be paid \$515 per annum above the salary scheduled to be paid to teachers with Category 6 certification.
7. a. Industrial Education teachers shall be granted one increment on the salary schedule for each year of successfully completed government approved apprenticeship training, or its equivalent at a recognized institution. This allowance shall not exceed five increments and it shall not place the teacher above the scale maximum.

An Assistant Superintendent of Schools named by the Superintendent of Schools will assess all cases in which equivalent training to that of apprenticeship training is claimed.

- b. Graphic Arts Teachers, Teaching Chefs and Community School Co-ordinators shall be granted one increment on the salary schedule for each year Of successfully completed government approved apprenticeship training or equivalent at a recognized institution.

This allowance shall not exceed five increments and it shall not place the teacher above the scale maximum.

The superintendent of Schools will assess all cases in which equivalent training to that of apprenticeship training is claimed. This assessment will be made at the time the teacher is offered an appointment in the School District.

Teachers on staff as at January 1st, 1974 shall be assessed by the Superintendent of Schools as provided for in this clause.

8. The Board shall not, without the consent of the Negotiating Team of the Coquitlam Teachers' Association, compensate any teacher above this schedule.
9. No teacher shall receive a reduction in salary due to the implementation of this schedule.
10. Teachers being paid on the P.A. scale for a P.B. Certificate, Category 5, plus 15 units university credit as at December 31st, 1970, shall continue to be classified for salary purposes as a Category 6 teacher. Teachers wishing to obtain credit for 15 units above Category 5 on and after January 1st, 1971 shall receive such credit in accordance with the following criteria:
- a. Credits "in the opinion of the T.Q.S." must be acceptable to U.B.C.
 - b. Credits must be in courses numbered 300 or above except that one second year course may be used.
 - c. standing must be 65% or better except that one pass of 60 to 64.9% will be accepted.
 - d. The courses must be in no more than 2 areas of study.
 - e. Credits must have been earned subsequent to obtaining requirements for category 5.
 - f. The credits must not have been used to obtain the present or prior certification issued by the Ministry of Education or category as designated by the T.Q.S.
11. Classification of teachers into categories, and P.B. + 15 units credit, shall be made as at September 1st and February 1st each year.

12. a. It is the responsibility of the teacher to apply for category and experience placement and all salary bonuses provided under this Agreement.
- b. Upon application for category placement, category change or salary bonuses where no dates specify otherwise, the teacher shall receive payment as of the date the teacher first becomes eligible for these benefits, or three months prior to the date the teacher makes application for these benefits, whichever is the later.
- c. Teachers applying for initial category placement or a change in category shall produce proof of their certification or the change in category within three months of the date on which application was first made.
- d. Effective January 1st, 1976, teaching experience for the purpose of scale placement not declared at the time of appointment shall not carry experience credit.

In the event that a teacher is unable to prove a category change within the three month period stipulated above, the classification change shall become effective on the first day of the month in which the category change is proven by the teacher. An exception to this three month limit shall be made if the teacher:

- a. has provided all the documents and fees necessary to the Ministry of Education, and,
 - b. provides written proof that the delay in obtaining a transcript, a certificate or category card has been caused by a university, Ministry of Education, the Teachers' Qualification Service, or circumstances beyond the control of the teacher.
13. Industrial Education teachers, employed to commence teaching in September, 1974, and subsequent years, will be placed on the Category 4 salary scale provided they:
 - a. Are assigned to teach in a senior secondary school, and
 - b. Will be teaching more than 50% of their time in the field in which they hold a Journeyman's Certificate and have a maximum of two years' experience at his trade, such experience to have been gained subsequent to having obtained the Journeyman's Certificate. Experience as a teacher does not count as experience in the trade.
 - c. Hold less than a Professional Teaching Certificate.
 - d. Within five years they must complete their Professional Teachers' Certificate.
 14. In December the full salary shall be paid on the last teaching day.

B. SCHEDULE OF PRINCIPALS' ALLOWANCES

<u>Type of School</u>	<u>Enrolment</u>	<u>Allowance rates in dollars</u>		
		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Elementary	up to 200	\$8,195	\$ 9,365	\$10,537
	201 - 400	9,583	10,754	11,925
	401 - 600	10,828	11,998	13,169
	601 - 800	11,998	13,169	14,340
	801 -1000	13,169	14,340	15,510
Jr. Secondary	Up to 400	14,413	15,543	16,713
	401 - 800	15,932	17,103	18,275
	801 -1200	17,495	18,664	19,835
Jr. Senior & Sr. Secondary	Up to 400	16,442	17,614	18,784
	401 - 800	17,898	19,070	20,241
	801 - 1200	19,355	20,526	21,696
	1201 -1600	20,812	21,982	23,152
	1601 - 2000	22,266	23,439	24,610
	2001 - over	23,723	24,894	26,065

C. SCHEDULE OF VICE-PRINCIPALS' ALLOWANCES

Elementary school vice-principals shall receive an allowance equal to 55% of the allowance which would be received by the principal of the school with the same experience.

Secondary school vice-principals shall receive an allowance equal to 60% of the allowance which would be received by the principal of the school with the same experience.

D. SCHEDULE OF ADMINISTRATIVE ASSISTANTS' ALLOWANCES

Administrative assistants shall receive an allowance equal to 40% of the allowance which would be received by the principal of the same school with the same administrative experience.

E. SCHEDULE OF OTHER ALLOWANCES

<u>Position</u>	<u>Allowance rates in dollars</u>		
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
1. supervisors (category 1)	\$12,097	\$13,268	\$14,439
2. Supervisors (Category 2) and Program Co-ordinators	5,072	5,463	5,854
3. Department Heads--Major	2,340	2,731	
4. Department Heads--Minor	1,171	1,366	
5. Head Teachers	2,340	2,731	
6. Project Consultants	2,340	2,731	

F. The schedule set out in B, C, D and E shall be applied in the following manner:

1. Allowances shall be added to the regular scheduled salary which would be received as a teacher, except in the case of secondary principals who were employed as secondary principals on January 1st. 1967. The allowance for such principals shall be added to the salary scheduled to be paid to P.A. teachers or scheduled salary, whichever is higher.
2. Principals and vice-principals shall be given credit on the increment pattern for their administrative experience when transferring to a position in another school of a similar type. (i.e., elementary, junior or senior secondary). When a vice-principal is promoted to principalship of a school or when a principal is transferred to a school of more senior type, he shall be placed on the step of the increment pattern which will result in an increase of at least one increment.
3. Where a number of teachers in a school are assigned specific titles by the Superintendent of Schools in lieu of a vice-principal being appointed, the total allowance called to be paid to a vice-principal shall be divided, on a basis determined by the Superintendent of Schools, and paid to such teachers as an allowance. The minimum allowance paid to any teacher shall not be less than \$975.00.
4. Any principal or vice-principal who transfers to any other principalship or vice-principalship in the district which could result in a reduction of salary shall remain at his/her present salary until the scale placement provides for an increase.

- 5. Schools shall be classified as one of three types:
 - a. Elementary
 - b. Junior Secondary
 - c. senior Secondary (to include Junior-Senior Secondary)

6. Enrolment shall be calculated as follows:

- a. Special classes in elementary schools which are approved by the Board shall be counted as equivalent to 25 pupils in lieu of the actual enrolment in the classes.
- b. Kindergarten: the formula for determining enrolment shall be:

<u>Kinderqarten Enrolment</u>	<u>NO. of Pupils for Salary Placement</u>
1 - 30	20
31 - 59	36
60 - 89	56
90 - 119	72
120 - 149	92

- c. Actual enrolment as at September 30th in each school year shall be used to calculate allowances to be paid under the Schedules of Allowances for Principals, Vice-Principals and Administrative Assistants.
- d. Notwithstanding paragraph 6(c), where a class is transported from one school to another, the number of pupils in the class shall be added to the enrolment figure of the school in which the pupils are accommodated and deducted from the enrolment of the school from which they are transported.

Adjustment in enrolment as a result of the transfer of pupils from one school to another shall be made as at the end of the month in which the transfer takes place.

Where elementary pupils are accommodated in secondary schools, the allowance for these pupils shall be paid to the elementary principal.

- e. Where a principal is in charge of a number of schools, (2 or more) the enrolment for allowance purposes shall be the sum of the number of pupils in all schools.
7. The allowance for a department head (major or minor) shall be paid on the 'Year 2' rate provided the teacher concerned has successfully completed at least one full year as a department head (major or minor) in School District No. 43, and that this experience was gained within the last five-year period.

PART II. SUBSTITUTE TEACHERS

A. Rates of Pay:

Effective January 1st, 1985 substitute teachers' salaries shall be paid on the basis of the following:

1. Non-professional certificated teachers,
 - a. First five consecutive days in the same assignment, 1/250th of Category 2 minimum salary (\$74.98 per day), plus 4% holiday pay to be paid at the end of the calendar year.
 - b. From the 6th to and including the 15th consecutive day in the same assignment, 1/200th of the Category 2 minimum salary (\$93.73 per day), plus 4% holiday pay to be paid at the end of the calendar year.
 - c. 16th day and over in the same assignment, full scale placement according to category and experience on the "Basic Scale of Annual Salary", page (1), (holiday pay is included in this basic scale).
2. Professional certificated teachers,
 - a. First five consecutive days in the same assignment, 1/250th of the Category 4 minimum salary (\$90.12 per day), plus 4% holiday pay to be paid at the end of the calendar year.
 - b. From the 6th to and including the 15th consecutive day in the same assignment, 1/200th of the Category 4 minimum salary (\$112.66 per day), plus holiday pay to be paid at the end of the calendar year.
 - c. 16th day and over in the same assignment, full scale placement according to category and experience on the "Basic Scale of Annual Salary", page (1). (Holiday pay is included in this basic scale).

B. Clauses (Substitute teachers):

1. Substitute teachers substituting for part time teachers shall be paid on a pro rata basis for the percentage of hours taught during the teaching day.
2. Substitute teachers shall not be paid for non-instructional days, that is days on which school is not in session for pupils.
3. service as a substitute teacher shall not be considered broken because the teacher is not paid for a non-instructional day.

4. A substitute teacher shall become eligible for sick leave, medical, dental and group life coverage from the 16th and subsequent consecutive teaching days in any one assignment.
5. A substitute teacher who does not join the dental plan, group life or group disability salary continuance plans the first time they became eligible under this clause may not join these plans on subsequent assignments.

PART III. GRIEVANCE PROCEDURE

- A. A salary grievance committee shall be established.
- B. Representation on the committee shall be made up of two exempt employees of the Board appointed by the Board and two teacher employees of the Board appointed by the Association.
- C. In the event a grievance arises out of the implementation, interpretation or violation of the provisions of this agreement, the following procedure shall be employed:
 1. The teacher shall submit the grievance to the Secretary-Treasurer of the school district for review.
 2. The grievance shall be in writing and be signed by the teacher.
 3. In the event the grievance is not solved under C.1 above within ten calendar days of first submitting the case to the Secretary-Treasurer, the teacher shall present the grievance in writing to the president of the Coquitlam Teachers' Association.
 4. In the event that the grievance is not resolved within fifteen calendar days of the receipt of the written explanation by the Association, the matter shall be referred to the salary grievance committee.
 5. In the event that the grievance is not resolved to the satisfaction of the majority of the members of the salary grievance committee within fifteen calendar days of the matter being submitted to them, the grievance may be submitted by the Association to a single arbitrator.
 6. The arbitrator shall be a person mutually agreed to by the Coquitlam Teachers' Association and the Board. In the event that the Coquitlam Teachers' Association and the Board are unable to agree to an arbitrator within ten calendar days of the end of the time period referred to in C.5 above, the Minister of Labour will be requested to name the arbitrator.
 7. The arbitrator shall render his/her decision within fourteen calendar days of the grievance being referred to him/her.

8. The arbitrator shall have the authority to provide a final and conclusive settlement of a grievance, to order compliance with any provision of this agreement. and to order reasonable steps be taken to rectify any breach of this agreement.
9. Each party shall bear its OWN costs, and the costs of the arbitrator shall be shared equally.
10. The time limitation enumerated in paragraphs C.3, 4, 5, 6 and 7 may be extended by majority agreement of the members of the salary grievance committee.
11. Except as modified by this article, the provisions of the Arbitration Act R.S.B.C. 1979 C. 18 apply.

Part IV - Layoff, Severance, and Recall

1. Where the Board finds it necessary to terminate the appointment of teachers for reasons other than those specified in sections 107, 122, and 123 of the School Act, such terminations shall be in accordance with the provisions of this contract, effective at the end of the school term in which this notice of termination is given.

2. Principle of security

The Board and the Association agree that increased length of service in the employment of the Board entitles teachers who possess the necessary qualifications to security of teaching employment.

3. Definition of Seniority

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a. In this agreement, "seniority" applies to teachers with a continuing appointment and means a teacher's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. For purposes of calculating length of service. part-time teaching shall be prorated.

b. When the seniority of two or more teachers is equal pursuant to paragraph 3(a), the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.

c. When the seniority of two or more teachers is equal under paragraph 3(b), the teacher having served the school district as a substitute teacher shall be deemed to have the greatest seniority.

d. When the seniority of two or more teachers is equal pursuant to paragraph 3(c), the teacher with the earliest written acceptance for employment with the Board shall be deemed to have the greatest seniority.

e. When the seniority of two or more teachers is equal pursuant to paragraph 3(d) the teacher with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.

f. Bridging Re Tie-Breaker

For the purposes of this article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three years, or by termination and re-engagement pursuant to this article.

g. For purposes of this article, leaves of absence in excess of one month shall not count toward aggregate length of service with the Board, except:

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1. maternity leave;
- ii. educational leave;
- iii. parenthood leave to a maximum of three years;
- iv. leave for duties with the association or the B.C. Teachers' Federation;
- v. secondment to the Ministry of Education, a faculty of a Canadian public university, or participation in a teacher exchange program recognized by the Board;
- vi. leave for teaching with the Department of National Defense, Canadian University overseas or Canadian International Development Agency;
- vii. long-term sick leave;
- viii. leave for elected office at the Provincial, Federal or Municipal level;
- ix. jury duty

4. Definition of Necessary Qualifications

a. In this agreement "necessary qualifications", as they apply to a teaching position, mean a reasonable expectation based on:

- i. education
- ii. certification
- iii. relevant pre and in-service training
- iv. relevant teaching and/or work experience
- v. evidence of the successful application of instructional skills
- vi. evidence of ability to perform the duties of the position in a satisfactory manner.

b. Should a teacher wish to appeal a decision of the Board with respect to having the necessary qualifications for a teaching position, the teacher shall appeal in writing to the Qualifications Committee within ten calendar days.

5. Qualifications Committee

The Qualifications Committee shall be composed of four members: two members of the Coquitlam Teachers' Association appointed by the Coquitlam Teachers' Association who hold continuing teaching appointments in the School District, and two members appointed by the Board. The Board appointees shall be from exempt staff, employed by the Board, who hold a valid teaching certificate. The chairperson of the committee shall be appointed by the committee and shall alternate between the Board and the C.T.A. annually.

6. Appeal Procedure

a. The Qualifications Committee shall hear the appeal within five calendar days. The chairperson of the committee will immediately provide each member of the committee a copy of the appeal.

b. A majority decision of the Qualifications Committee shall be final and binding. In the event that no majority decision is reached, the matter shall be settled by the Board or the Association submitting the appeal in writing to a third party as outlined in 6.c below.

c. A third party can be selected from a list established annually on or before January 1st by members of the Qualifications Committee. but if agreement on a third party is not reached then names contained on the list will be drawn by lot.

d. The third party shall hear all appeals not resolved by the Qualifications Committee within five (5) days of the appeal being submitted to him/her in writing. The decision of the third party shall be final and binding on all parties.

e. The cost of arbitration shall be shared equally between the Coquitlam Teachers' Association and the Board.

7. Security of Employment Based on Seniority and Qualifications

a. when, for educational and/or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed on a continuing appointment 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.

b. The Board and the Association agree that the Board may use the powers conferred on it pursuant to Section 120 (1) of the school Act to implement the provisions of paragraph 7.a. and agree that any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this agreement otherwise dealing with transfers.

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c. Nothing in paragraph 7.a. or 7.b. shall be taken to require the Board to transfer a teacher for the purpose of retaining on staff a teacher with less seniority than that teacher.

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d. The Board shall give each teacher it intends to terminate pursuant to this agreement a minimum of thirty calendar days' notice in writing, such notice to be effective at the end of the school term and to contain the reason for the termination. Information on positions held by less senior teachers shall be sent to teachers in receipt of termination notices and the Coquitlam Teachers' Association through the office of the Superintendent of Schools.

8. Teachers' Rights of Recall/Re-engagement

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a. when a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this agreement, except 8.d. below, first offer re-engagement to the teacher who held a continuing contract at the time of termination and who has the most seniority among those terminated pursuant to this article, 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 article.

b. A teacher who is offered re-engagement pursuant to paragraph 8.a. shall inform the Board whether or not the offer is accepted, within five calendar days of the receipt of such offer.

c. The Board shall allow ten days from an acceptance of an offer under paragraph 8.b. 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 sixty days except by Board discretion.

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d. A teacher's right to re-engagement under this article is lost if the teacher elects to receive severance pay under paragraph 12 of this article.

e. A teacher's right to re-engagement under this article is also lost;

- i. if the teacher refuses to accept two positions of equal or greater percentage of time for which he/she possesses the necessary qualifications; or
- ii. three years elapse from the date of termination under this article and the teacher has not been re-engaged.

f. A teacher's right to remain on the re-engagement list is not lost, as outlined in section 8(e) if at the time of such offers the teacher would be entitled to maternity leave, or is attending university.

g. A teacher exempted from section (e) will remain on the recall list on the basis of seniority and will become eligible for re-engagement once his/her university or maternity leave is completed.

h. A teacher on the re-engagement list is responsible for keeping the office of the Superintendent of Schools informed of changes of name, address and phone number.

i. Upon re-engagement, a teacher shall retain his/her former continuing appointment recall status even though the recall assignment may be for a specified term and/or for an amount of employment different from the continuing appointment recall status. This permits the Board to employ teachers on the recall list on temporary appointments without jeopardizing the teacher's right to recall otherwise contained in this agreement.

9. Seniority List

The Board shall, by October 15th of each year, forward to the Association a list of all teachers employed by the Board, in order of seniority calculated according to paragraph 3 setting out the length of seniority as of July 1st of that year. Any errors in the list must be brought to the attention of the Superintendent of Schools on or before November 15th.

10. Sick Leave

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A teacher re-engaged pursuant to this article shall be entitled to all sick leave credit accumulated at the date of termination.

11. Recall/Re-engagement List

Copies of the Recall/Re-engagement List shall be available at the C.T.A. and Board Offices and shall be published once during the fall and once during the spring.

12. Benefits

A teacher who retains rights of re-engagement pursuant to paragraph 8 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by payment of the full cost of such benefits to the Board.

13. Severance Pay

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a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed pursuant to Sections 107, 122 or 123 of the School Act, may elect to receive severance pay at any time during the first twelve months of layoff.

b. Severance pay shall be calculated at the rate of five per cent of one year's salary for each year of service with School District No. 43 to a maximum of two years' salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of his/her termination.

c. A teacher who receives severance pay pursuant to this article and who, notwithstanding paragraph 8, is subsequently rehired by the Board, shall retain any payment made under the terms of this article, and in such case, for purposes only of section b. of this paragraph, the calculation of years of service shall commence with the date of such rehiring.

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT No. 43 (COQUITLAM)

WORKING AND LEARNING CONDITIONS AGREEMENT FOR TEACHERS, 1985

This agreement made the 1st day of January, one thousand nine hundred and eighty-five between the Board of School Trustees of School District No. 43 (Coquitlam), hereinafter referred to as "the Board". and the Coquitlam Teachers' Association, hereinafter referred to as "the Association".

The parties hereto in consideration of the mutual covenants hereinafter contained agree each with the other as follows:

REVIEW PANEL

It is recognized by the Board and the Association that there is need for joint participation of the Board and the Association in the implementation and operation of this agreement.

The function of the Review Panel shall be as indicated elsewhere in this agreement.

The Review Panel shall consist of five members.

The representation shall be made up of two representatives duly delegated by the Board, two representatives duly delegated by the Association executive. and either the Superintendent of Schools or his delegate. The Board and the association shall appoint one delegate annually for a two year term.

The Chairman shall be the superintendent of Schools, or his delegate. who would cast a vote only in case of a tie.

Meetings shall be at the call of the Chair.

Members of the Review Panel shall be given at least three days' notice in writing prior to a meeting. and shall be supplied with an agenda and the nature of the cases to be considered at the meeting.

Any two members of the Review Panel may cause an emergent meeting to be called by submitting in writing to the other members of the Panel, the reasons for such a meeting. Within three calendar days of receiving such submission the Chairman shall call a meeting for the purpose of dealing with the matters described in the submission. This meeting shall be held within ten calendar days of the receipt of the submission.

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GRIEVANCE PROCEDURE

1. The parties agree that this article constitutes the method and procedure for making a final and conclusive determination of any dispute (hereinafter referred to as "the grievance") respecting the interpretation, application, operation or alleged violation of this agreement. including a question as to whether a matter is arbitrable.
2. A committee of four to be known as the joint grievance committee shall be established.

The Board will name two exempt employees of the Board to the committee and the Association will name TWO teacher employees of the Board to the committee.
3. The grievance shall be in writing and signed by the President of the C.T.A. and the teacher.
4. The grievance shall be submitted in writing to the principal of the school (or the Superintendent of Schools in the case of a grievance by a principal or a teacher not assigned to a school) within ten calendar days of the date of the occurrence of the alleged grievance. At the same time, a copy of the grievance shall be sent to the Secretary of the C.T.A. and to the Secretary-Treasurer of the Board for the record of the C.T.A. and the Board.
5. The principal (or Superintendent of Schools where applicable) shall meet within three calendar days, the aggrieved teacher and a member of the C.T.A. appointed by the C.T.A. executive. If the matter is not settled within the aforementioned three calendar days, the grievance may be submitted immediately by the teacher to the joint grievance committee and should the teacher not submit the grievance to the joint grievance committee within fifteen calendar days of the date of the alleged grievance, the grievance shall be considered settled.
6. The joint grievance committee shall meet within five calendar days of receipt of the grievance from the teacher.
7. In the event that the joint grievance committee is unable to settle the grievance within ten calendar days from receipt of the grievance from the teacher. the grievance may be submitted by the Association to a single arbitrator.
8. The arbitrator shall be a person mutually agreed to by the C.T.A. and the Board. In the event that the C.T.A. and the Board are unable to agree to an arbitrator, the Minister of Education will be requested to name the arbitrator.
9. The arbitrator shall render his/her decision within fourteen days of the grievance being referred to him/her.

10. The arbitrator shall have the authority to provide a final and conclusive settlement of a grievance, to order compliance with any provision of this agreement, and to order reasonable steps be taken to rectify any breach of this agreement.
11. Each party shall bear its own costs, and the costs of the arbitrator shall be shared equally.
12. Except as modified by this article, the provisions of the Arbitration Act R.S.B.C. 1979 C.18 apply.

EXCHANGE TEACHERS

Exchange teachers will be granted up to ten days off during the first year they are on exchange (the Board to cover the cost of the substitute teacher) provided that the time off is taken as an addition to the Christmas or Easter vacation.

LEAVE OF ABSENCE FOR TEACHERS

Leave of absence under this agreement shall be granted to teachers in accordance with Board policy number 11-A-11.

Application for leave of absence shall be made in writing to the Superintendent of Schools.

Section 1: -

The Superintendent of Schools shall grant leave of absence with full pay to:

1. A teacher to write an examination in a subject related to the teaching assignment, a maximum of one day.
2. A maximum of six members from the Association to attend negotiation, conciliation or arbitration meetings with the Board of School Trustees or its Negotiating Committee.
3. A teacher to attend court to act as a witness or a member of a jury for the time the teacher's presence is required by a court. Any fees due and payable to the teacher on the issue of a subpoena or for court attendance shall revert to the Board.
4. Bereavement
 - (a) Under the provisions of Section 125(1) of the School Act, the Board shall grant up to five days' leave of absence with pay in the case of the death of a wife, husband, child, mother, father or surrogate person.

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When the physical arrangements for the funeral cannot be accomplished within this period, the Board may grant a longer period of time.

- (b) on the recommendation of the superintendent of Schools or his delegate, the Board may grant leave of absence with pay for bereavement of persons not indicated in (a) above.

The Superintendent of Schools or his delegate may also recommend extended leave of absence in extenuating circumstances.

5. Paternity

At the time of the birth of his child, the father, upon request, shall be granted up to two days' leave of absence. Upon request to the Superintendent of Schools, additional leave may be granted as defined in section 3, item 9.

6. Educational Leave

- (a). The Board shall establish an Educational Leave Fund in the amount of 1/2 of 1% of the teachers' salary section of the budget. This shall be the amount budgeted for teachers' salaries.

The definition of a teacher shall be as defined in the School Act and shall mean a teacher who has been appointed and assigned to a position within the School District. Salaries of substitute teachers shall not be included. This will set the amount of money available for Educational Leave in the school year which commences on September 1st of the budget year.

- (b). The Board may grant Educational Leave on application to teachers with a minimum of five year's service in the District for the purpose of furthering excellence of instruction in Coquitlam School District.

Any of the following general activities may be considered to fulfill such purposes:

- (i) Formal academic training regardless of whether it leads to higher certification.
- (ii) Studies or programmes designed to bring new techniques or educational strategies to the School District.
- (iii) To assist established teachers to refresh and advance their knowledge of method, subject matter or general background for teaching.

- (c) The basic unit of leave shall be one year but, where appropriate, any portion of the school year may be granted from September 1st to June 30th.
- (d) Payments shall be at the rate of ~~six-tenths~~ of annual salary with payments being made at a full monthly rate for the first six-tenths of the leave period. That period is understood to fall within the months spanning the interval September to June. M.S.A. and Group Life Insurance payments will be shared by the Board for the full ten months.
- (e) A teacher granted Educational Leave for less than a year shall receive a salary equal to six-tenths of the salary he would be paid if not on Educational Leave. The Review Panel may recommend a higher payment if special circumstances exist.

Method of Application:

- (a) Application will be made by the teacher applying in writing to the superintendent of schools stating clearly the particular purpose for the leave, and the proposed activities designed to fulfill that purpose. Teachers applying for more than six-tenths salary under paragraph (e) must outline the special circumstances at the time of making application for Educational Leave. ✓
- (b) (i) Application for full or part year Educational Leave must be received prior to March 1st of the school year preceding the year for which the leave will be granted.
 - (ii) Where funds remain unallocated in any school year, applications may be submitted prior to October 15th for partial year Educational Leave.
- (c) The Superintendent of Schools shall submit the application to the Review Panel for recommendation to the Board.

The Review Panel shall consider all applications and make a recommendation to the Board as to priority for granting leave. Such recommendation shall be made to the Board prior to April 15th, in the case of a request made under (b) (i). Recommendation made by the Review Panel under (b) (ii) shall be made prior to October 31st.
- (d) Teachers applying for Educational Leave will be notified by the Board of acceptance or rejection of their application by April 30th if the leave is requested under (b)(i) and November 15th if the leave is requested under (b)(ii).

Teacher's Covenant:

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Full time teachers granted leave under this section shall undertake to return and to stay in the service of the Board for a period of not less than the full time equivalent of two school years. Part time teachers granted leave under this section shall undertake to return and to stay in the service of the Board for a period of not less than the part time equivalent of two school years. Should a teacher fail to fulfill this covenant, he shall be responsible for a refund of monies received while on leave either in whole or in part.

The amount and method of refunding in such cases shall be a Board decision based on a recommendation from the Review Panel.

section 2:

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The Superintendent of Schools may grant permission to teachers to be absent with partial pay, up to a maximum of three days per school year, for illness in the immediate family (i.e. child, spouse, parent).

section 3:

The Superintendent of Schools may grant permission and shall designate whether the leave is granted with pay. with partial pay* or without pay** to:

1. A teacher for one day to receive a degree or diploma from an educational institution or to be present when a member of the teacher's immediate family receives a degree or diploma.
2. A teacher to work with the Ministry, the B.C.T.F. or other Teachers' Associations or School Boards, upon written request by such groups.
3. A teacher to attend negotiation, conciliation or arbitration meetings with the Board of School Trustees, or its Negotiating Committee, where the Association wishes to send more than six representatives. Such leave shall be granted with pay on the understanding that the Coquitlam Teachers' association will reimburse the Board on the partial pay* basis.
4. A teacher for public or civic duty where the teacher is elected or appointed to a public body within School District No. 43 (Coquitlam). such leave shall not exceed six days school is in session in any school year.
5. A teacher for one-half day to attend a funeral in the Vancouver Metropolitan area or one day to attend a funeral outside the Vancouver Metropolitan area.
6. a teacher for early enrolment at a University summer session.

7. A teacher for participation in a National or International competition.
8. A teacher to attend court as a party to an action.
9. A teacher for any other reason.

*Partial pay shall mean regular salary less the salary paid to a Category 4 substitute teacher.

**Any salary adjustment required as a result of a teacher receiving leave of absence for a portion of a month shall be made as follows:

- (a) If there are not more than twenty days in session in a month, deduction for absence shall be 1/200th of the annual salary for each day's absence.
- (b) If there are more than twenty days in session in a month, deduction for absence shall be a fraction based on the number of days school is in session in the month.

Section 4:

The Superintendent of Schools shall grant long term leaves of absence without pay in the following instances:

I. MATERNITY LEAVE (Without Pay)

1. The purpose of this leave is:
 - (a) To afford a pregnant teacher certain security of position on the teaching staff while allowing suitable time free of duty.
 - (b) To ensure for the school and the children in the charge of the teacher continuity of good service with the least disruption of learning growth during the school year.
2.
 - (a) Provided a teacher has forwarded to the Board medical proof of pregnancy, maternity leave, without pay, shall be granted upon request of the teacher.
 - (b) The teacher granted this leave shall be issued with a record of employment by the Board to apply for Unemployment Insurance maternity benefits.
 - (c) The teacher and her physician shall notify the Board as to the date that maternity leave shall commence.

3. The teacher shall be granted leave for:

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a period of time as provided for in the Employment Standards Act, or

✓ 588/025

(b) the maximum period of leave provided for in the Employment Standards Act, together with a further period of time, not to exceed a total of 12 months so that the return to duty would coincide with the commencement of a school term (or in the case of a teacher on leave from a semestered school, a semester) or school year.

4. Teachers granted a partial or full year of maternity leave must confirm in writing their intention to return to duty at least one month prior to approved return date, except when the return to duty date is September 1, then return to duty or intention to resign must be received by March 31st.

II PARENTHOOD LEAVE (Without Pay)

1. Both male and female teachers shall be eligible for parenthood leave, but it may be granted to only one parent at a time.

2. Application is required in writing to the superintendent, in all cases prior to September 30, for parenthood leave to commence January 01 or February 01, or on March 01 for parenthood leave to commence September 01. An exception to the preceding is the case of a female teacher who requests parenthood leave as an extension of maternity leave.

✓ 1634/3

3. Parenthood leave shall be granted, without pay, upon application for a period of time up to 12 months so that the return to duty would coincide with the commencement of a school term (or in the case of a teacher on leave from a semestered school, a semester) or school year.

4. A teacher granted parenthood leave under (3) shall be granted extended parenthood leave, without pay, upon application for a period of time up to 12 months so that the return to duty would coincide with the commencement of a school term (or in the case of a teacher on leave from a semestered school, a semester) or school year. The request for extended parenthood leave commencing July 1st. must be received prior to March 31 of the preceding school year. The request for leave commencing on January 01 or at the beginning of the second semester must be received on or before October 31st.

5. If, at the end of the agreed upon period of parenthood leave, the teacher is unable to return to duty because of ill health, the teacher shall be eligible for sick leave on the certification of the Board's Industrial Medical Officer.

6. Teachers granted parenthood leave who wish to return to teaching effective September 1st must apply on or before March 31st of the calendar year in which they wish to return. Teachers wishing to return to employment effective January 1st or the beginning of the new semester must make application on or before October 31st in the preceding calendar year.
7. Teachers returning from parenthood leave will be given consideration for placement prior to new applicants receiving an assignment, provided they possess the necessary qualifications for the positions available.
1. Any salary adjustment required as a result of a teacher receiving leave of absence under paragraphs I. or II. for a portion of a month shall be made as follows:
 - (a) If there are not more than twenty days in session in a month, deduction of absence shall be a fraction based on the number of days school is in session in the year.
 - (b) If there are more than twenty days in session in a month, deduction for absence shall be a fraction based on the number of days school is in session in the month.
2. Should a question arise of a teacher's ability to maintain satisfactory teaching service, the Association's Grievance Committee will investigate and make recommendation to the teacher.
3. No salary increment credit will be given for the period during which a teacher is on maternity or parenthood leave. except a maximum increment credit of eighteen (18) weeks will be granted for the period of a maternity leave that conforms with the conditions of the Maternity Leave section of the Employment standards Act. It should be noted that this eighteen (18) week period will commence with the "eleventh (11) week prior to the estimated date of confinement or a later time the employee requests" as per the above Act. At no time will credit be granted for any part of the maximum eighteen (18) weeks that falls during July and August.
4. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act, and the Parenthood Leave provision of this agreement.
5. In the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may return to duty earlier than provided in the agreed-upon leave, provided the teacher makes application with a medical certificate of satisfactory health and provided a suitable position, in the opinion of the Superintendent of Schools, is available.

6. In emergency situations, the teacher's application of maternity leave will be considered on shorter notice.

III. ADOPTION

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- (a) In the case of adoption or legal guardianship, maternity leave, without pay, shall be granted and shall commence from the date of arrival of the child in the home. All relevant provisions of Maternity Leave and Parenthood Leave shall apply.
- (b) Leave may be granted to either parent (or both if both are employees of the Board) for mandatory interviews or travelling time to receive the child, if, in the opinion of the Superintendent of Schools, school time is essential.

IV. EXECUTIVE OFFICERS OF THE ASSOCIATION

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1. (a) A President of the Association who is elected to take office effective July 1st shall be seconded by the Association and assigned as President of the Association for the school year July 1st to the following June 30th.
- The Association shall reimburse the Board for the salary and benefits paid to and on behalf of the President.
- (b) Should the President of the Coquitlam Teachers' Association resign from the presidency, or be replaced in the position for any reason, the Board shall grant the new President leave of absence, without pay, for the remainder of that school year.
- (c) The Association shall advise the Board each month of any absence of the President of the Association from his duties for reason of illness or unavoidable quarantine. The Board's record of the President's sick leave shall reflect such absence.
2. The Association President shall:
- (a) receive full credit for experience on the salary schedule, for the time served as President of the Coquitlam Teachers' Association.
- (b) have the opportunity to return to a teaching position similar to that held immediately prior to his election.
3. The Executive Officers shall not hold discussions or meetings with a teacher or teachers at times when the teachers are assigned to a class, except for the Association's Annual General Meeting.

4. Executive Officers of the Association/BCTF or BCTF
Administrative Staff

A teacher on leave with the BCTF to serve as an elected officer or on the administrative staff shall:

- (a) receive full credit for experience on the salary schedule for time served with the BCTF;
- (b) have the opportunity to return to a teaching position similar to that held prior to his/her assignment.

V. TEACHERS RUNNING FOR ELECTION

When a teacher is nominated as a candidate and wishes leave of absence to contest a Provincial or Federal election, the teacher shall apply for and be given leave of absence without pay during the election campaign.

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VI. PRO-D FUNDING

- 1. That the Board shall establish a fund for the purpose of promoting professional development of the teaching staff of the school district.
- 2. The Board will attempt to match teacher funds but not in excess of \$15.00 per teacher per school year.
- 3. When provided for by the budget, the cost of substitutes for those teachers granted any professional development leave of absence shall be borne by the Board and shall be in addition to the Board's regular contribution to the professional development fund.
- 4. The professional development fund as established by the Board shall be administered jointly by representatives of the Board and the Coquitlam Teachers' Association.

SUMMER SCHOOL FEES ASSISTANCE

All teachers applying for summer school fee assistance shall complete and file applications with the Board prior to July 16th in the year in which they wish to attend summer school.

1. Eligibility:

- (a) To be eligible, a teacher must have taught in the school District in the employ of the Board for at least a two-year period.
- (b) Assistance shall be paid for attendance during a regular summer school vacation period only.

- (c) Teachers receiving assistance must agree to return to teach in the School District for at least a one-year period.
- (d) Present certification of teachers will not be considered a factor in determining eligibility for assistance.
- (e) Assistance will be granted only to teachers successfully completing a course.
- (f) No teacher shall apply for or receive assistance from this fund and from the Board/C.T.A. in-service fund for the same course.

2. Payment:

- (a) The Board shall make payment only after receipt of certification FROM the Superintendent of Schools to the effect that, in his opinion, the course will be of value to the teacher in his teaching duties in the Coquitlam School District.
- (b) The assistance shall amount to 50% of the amount of the registration fee required to be paid but it shall not exceed \$145.00 for each three-unit course in which the teacher is registered.
- (c) In the case of non-credit courses, the assistance shall amount to 50% of the amount of the registration fee required to be paid but it shall not exceed \$50.00 for each course in which the teacher is registered.
- (d) The total assistance granted to all teachers in the District by the Board shall not exceed \$13.00 per teacher for each teacher on staff as at June 30th. (The assistance for non-credit courses shall not exceed 50% of this amount.)

3. In the event that it is necessary to restrict the number of whom assistance can be granted (to come within the funds available under 2.(d)), the Executive of the Association shall determine the teachers to WHOM assistance is to be given. This shall be done in consultation with the Board's Administration, i.e., the Superintendent of Schools and the Secretary-Treasurer.

GROUP DISABILITY SALARY CONTINUANCE PLAN

1. A Trust Bank ACCOUNT shall be maintained in the name of the Board in the Royal Bank of Canada, Port Moody Branch.

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2. The Board shall make contributions to the Trust Account monthly in each month except July and August. Board contributions will be 7/40ths of one percent of the gross salary paid to each teacher participating in the fund. The Review Panel may suspend contributions by the Board if at any time the panel feels the fund is large enough to make all benefit payments without receiving contributions from The Board and the Teachers.
3. If, in the opinion of the Review Panel, there are sufficient monies in the trust account to finance benefits without teachers making a contribution, the Review Panel may reduce or suspend teacher contributions. If contributions are suspended by the Review Panel they may be re-instituted by the Review Panel up to 7/40th of 1% of salary.
4. The Coquitlam Teachers' Association will not request The Board to make contributions to any other similar group disability salary continuance plan while The Board is making a contribution to this plan.
5. Payments out of the fund shall be made to School District No. 43 (Coquitlam) payroll account only.
6. Teachers leaving employment of the Board forfeit any right to payment out of the fund as a refund of contribution and/or as a sick-compensation benefit.
7. For the purpose of this agreement, gross salary shall mean the salary as called to be paid in the salary agreement between the Association and the Board.
8. Payments made for disability/illness are to be made effective on the day following the expiration of B.C.T.F. Salary Indemnity Fund benefits (normally the 186th teaching day following the day that the teacher's full sick credit is used up).
9. Teachers drawing benefits from this Group Disability Salary Continuance Plan shall be required to apply for Canada Pension Plan benefits and to authorize Canada Pension Plan authorities to supply information to the Board regarding benefits payable. Payments from the Group Disability Salary Continuance Plan shall be reduced by the amount received from the Canada Pension Plan excluding amounts paid on behalf of dependants. Payments shall also be reduced by any increase in military service pensions received by a teacher after the date that a teacher begins to receive benefits under the plan.

10. Payments for compensable accidents under the Workers' Compensation Act shall be paid from the Group Disability Salary Continuance Plan fund and shall equal full salary less any tax credit which will result from receiving (a) Workers' Compensation Board payments, and (b) payments from the Group Disability Salary Continuance Plan fund. Payments for compensable accidents under the Workers' Compensation Act shall be effective from the day following the date of the compensable accident.
11. All salary reimbursement cheques and/or payments made to, or on behalf of, the teacher receiving benefits under this Plan by the Workers' compensation Board. shall be endorsed and deposited to the credit of the Sick Leave Trust bank account.
12. This agreement shall not apply to teachers on leave of absence due to pregnancy or parenthood leave.
13. To receive benefits, a teacher must have contributed to the Fund for at least one month, and if requested by the Review Panel, be recommended by a panel of three medical doctors named by the Review Panel.
14. The assets of the Sick Leave Trust Account shall be reviewed annually in January of each year and in the event that the parties agree that it is necessary to reduce the benefits paid from the Fund so as to keep the Fund solvent, the benefits shall be correspondingly reduced. Such reduction shall not apply to those already in receipt of benefits.

Definition of Disability/Illness

1. To qualify for benefits, a member must be suffering from a severe physical or mental disability so prolonged that he/she is unable to perform the duties of any substantially gainful employment for which he/she might be qualified by reason of education, training, or experience.
2. During a period of total disability. a member must be under the continuous care and attendance of a legally qualified physician of medicine. Where the disability is a psychotic disorder, the member must be under the continuous and personal care of a legally qualified psychiatrist.
3. For the purpose of the plan, "illness" means either an organic disease or a mental or nervous disorder. A "mental or nervous disorder" means a psycho neurotic or behavioural disorder (which includes anxiety reaction and hysteria and phobic reaction) and psychotic disorders (which include schizophrenic disorders, dementia. praecox, manic depressive reactions, involuntional melancholia. paranoia. senile psychosis. psychosis with cerebral arteriosclerosis, Korsakov's psychosis. or other correspondingly serious psychosis).

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Benefits:

- (a) Payments shall be made each month, excluding the months of July and August, at the rate of 60% of gross salary, plus the cost of premiums for Group Life Insurance, the Medical Services Plan, the M.S.A. Plan of Extended Health benefits and the Dental Plan for a maximum period of time to the end of the school year in which the teacher becomes 65 years of age.
- (b) The gross salary of the teacher shall be at the rate paid on the last day worked. (In the event that a teacher receives pay for unused sick leave granted under the School Act, calculation shall be made at the rate paid on the last day on which such sick leave pay is granted.) An annual cost of living adjustment shall be made on the basis of any changes in the Consumer Price Index published by Statistics Canada for the City of Vancouver. The gross salary shall be revised annually in January of each year by 50% of the percentage change in the Vancouver City consumer Price Index from November in the preceding school year to November in the current school year.
- (c) To receive benefits from the Plan under this clause, teachers shall be required to deposit to the credit of the Sick Leave Trust Account any salary or wages received from any other employer while they are in receipt of benefits from the fund.
- (d) The Review Panel shall review semi-annually in September and February of each year each individual situation where a teacher is receiving long-term disability payment from the Sick Leave Trust Account.

The Review Panel may request a teacher to undergo a medical examination by a medical doctor designated each year in January jointly by the Board and the C.T.A. Executive. Any portion of the fee for this examination not paid for by the medical carrier, shall be charged to the trust account. The medical doctor shall advise the Review Panel on evidence of continuing disability, illness, mental illness and/or nervous disorder of the teacher. The teacher may provide any additional medical evidence to the Review Panel.

After making this review, the Review Panel shall have authority to revise or discontinue payments from the sick Leave Trust Fund.

Benefits Received From Another Source

(a) Definition of Reimbursement

The word "reimbursement" shall mean and include, but not so as to exclude the generality thereof, any payment by way of Court Judgment for general or special damages or monies received for such damages from any Out-of-Court settlement between a teacher and a third party or parties, or from the insurer or a third party or parties, or from any insurer under any policy or policies of insurance.

(b) Repayments

In the event that a teacher shall receive payment at any time under Section 125(2) of the School Act or under the Board's Group Disability Salary Continuance Plan for illness or injury causing absence from work, and in the further event that the teacher has also received reimbursement as heretofore defined for such illness or injury, the teacher shall forthwith repay to the Board for credit to the Board or the Group Disability Salary continuance Plan all amounts received as such reimbursement up to the amount which has been received by the teacher for such illness or injury under Section 125(2) or under the Group Disability Salary Continuance Plan.

(c) Failure to Disclose,

should a teacher fail to disclose to the Board information about reimbursement received as aforesaid, such failure shall be good and sufficient cause for the Board immediately to discontinue payment of any further benefits to such teacher and to take action for the recovery of benefits already paid by the Board to such member.

Duration of Benefits

Benefits shall continue as long as a member remains disabled in accordance with the terms of the definition of disability, and shall cease on the date the member recovers, or dies, or reaches the end of the school year in which he/she attains age 65, or reaches the limit of payment prescribed under Benefit Limits. If death occurs on other than the last day of the month the Benefit payment will be pro-rated.

Benefit Limits

In case of mental or nervous disorders that are psycho-neurotic in nature, benefits shall be paid for a maximum period of 24 months.

Rehabilitative Employment

1. A member who has established a claim under the plan and is in receipt of benefits may engage in remunerative employment, undertaken as rehabilitative employment, that has been recommended by a physician and approved by the Review Panel.
2. The member shall continue to receive benefits from the plan but the benefit shall be reduced by an amount equal to 50% of the amount earned in employment.
3. Any of the following may be eligible for consideration as rehabilitative employment:
 - a) a return to regular employment on a part-time basis:

- b) any gainful occupation that is of a less demanding nature than teaching:
- c) a formal vocational training program.
- 4. The member is responsible for reporting involvement in approved rehabilitative employment in the manner established by the Review Panel.
- 5. The maximum period for which rehabilitative employment may be approved is 24 months.

INSURANCE CONTRACTS

Prior to the Board placing any medical, dental or insurance policy provided for in this agreement with a carrier, the Chairperson of the C.T.A. Working & Learning Conditions Committee shall review the policy. The intent of this review will be to determine that the proposed policy includes the benefits set out in the Working & Learning conditions Agreement. When the Board places the policy with a carrier, the terms of the insurance contract shall govern all benefits to be paid.

GROUP LIFE INSURANCE

1. Cost-Sharing

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Group Life coverage will be on a cost-sharing basis of 60% Board and 40% teacher. The Board shall administer the Group Life Insurance Plan and will call public tenders and select the insurance carrier.

2. Persons To be Insured

Eligibility: Each person within the following classes on the date of issue of the policy (February 1, 1978) became eligible for the insurance afforded by the policy. Each person who subsequently enters an eligible class shall become eligible for the insurance upon the date he has been within such class after a qualifying period of one month.

"Employee": The term "Employee" shall include persons in the following categories:

- (a) Teaching staff, appointed by resolution of the Board. or
- (b) Senior non-union employees of the Board.

Classes of Persons Eligible: The following classes of persons are eligible for insurance:

CLASS :

- 1 Employees with no dependants, or
- 2 (a) Married employees
- (b) Employees with dependants where such dependants are claimed for income tax exemption on Form TD1 as filed with the Board. or
- (c) Employees who make payments to a former spouse by order of a court or under a legal separation agreement for alimony or maintenance. In such cases the employee shall file with the Board a copy of the court order or legal separation agreement. The beneficiary under the policy shall be the person (Persons) named in the court order or the separation agreement.

Insured Persons: Each person who desires to become insured must file with the Board a written application and authorization to make payroll deductions for the amount he must contribute toward the payment of premium. The person who has done so shall become insured on:

- (1) the date he becomes eligible, if the Board receives such application and authorization on or before that date; or
- (2) the date the Board receives such application and authorization, if received within thirty-one days after the date the person becomes eligible; or
- (3) the date the insurance company determines evidence of insurability to be satisfactory, such evidence to be furnished by and at the expense of any eligible person who requests insurance more than thirty-one days after the date he becomes eligible, or who requests reinstatement of his insurance after it has become discontinued because of his failure to make any agreed contributions when due; or
- (4) the date the insurance company determines evidence of insurability to be satisfactory, such evidence to be furnished by an eligible person who had previously elected to apply for the basic insurance hereunder and who now requests to apply for the optional insurance.

If an eligible person is absent from work for any reason when he would otherwise become insured, such eligible person shall become insured upon the date of his return to work.

3. Schedule of Insurance

The amount of insurance for an Insured Person shall be in accordance with the Insured Person's classification in this Schedule of Insurance:

Class Life Insurance

- 1 \$9,000
- 2 Basic Coverage: 2 1/2 times the Category 5 minimum salary stated in the Teachers' salary scale. such amount of insurance being rounded to the nearest \$1,000 if not already a multiple thereof,

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or

Optional Coverage:

<u>Age</u>	<u>Amount of Insurance</u>
Under age 35	400% of annual salary
35 or higher but under 41	375% of annual salary
41 or higher but under 46	350% of annual salary
46 or higher but under 51	325% of annual salary
51 or higher but under 56	300% of annual salary
56 or higher but under 61	250% of annual salary
61 or higher but under 65	200% of annual salary

All amounts of insurance will be rounded to the nearest \$1,000 if the amount is not already a multiple thereof.

Upon being eligible for coverage in class 2, an employee may elect to apply for either the basic or optional coverage.

Adjustments in insurance coverage which result from age or salary changes in the previous calendar year or at January 1st of the current year shall be made effective February 1st each year.

A person who becomes eligible for insurance under Class 2 of this group, and does not apply for insurance under Class 2 within thirty-one days of becoming eligible, may be insured under the Basic or Optional Coverage schedule for Class 2 only upon submission of evidence of insurability satisfactory to the Company, and the insurance will become effective on the date of approval of the evidence.

A person who married during the months of July or August and does not apply for insurance under class 2 within thirty-one days of September 1st, may be insured under the Basic or Optional Coverage Schedule for Class 2 only upon submission of evidence of insurability satisfactory to the Company and the insurance will become effective on the date of approval of the evidence.

On the date a person insured under Class 2 ceases to have dependants as defined under Class 2, the person will have the option of remaining in class 2 or transferring to class 1.

If an insured person included for Optional Coverage has a reduction in earnings then the amount of insurance does not reduce below Basic Coverage.

The maximum amount of insurance on an employee shall be 600% of the Category 5 minimum of the teachers' salary scale.

Changes in Amounts Shown: Should the insurance of an employee change, whether due to a change in classification or salary, such employee must be actively at work on the date of change in order to receive such higher benefits: should he not be actively at work the higher benefit shall not be effective until the first day thereafter on which he is actively at work.

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4. Individual Termination

The insurance of any Insured Person shall terminate:

(a) upon cessation of active work by lay-off, leave of absence, resignation, dismissal, pension or retirement, except that where an insured person ceases to be eligible for insurance because of temporary lay-off or leave of absence, the insurance may be continued for a period of one year or such period of time as leave is permitted under the Board agreement with the Coquitlam Teachers' Association if premiums are paid by the policy holder;

(b) upon attaining age 65:

whichever shall first occur.

5. Coverage shall be placed on the basis of proven certification and experience on January 1st each year, or where the employee is not on staff at January 1st, on the date that the employee commences employment.

6. Subject to the approval of the Department of National Revenue, any premium contributed by an employee toward the total premium payable under this policy for insurance on the life of such employee shall be deemed by the employer to be applied first to the premium for the amount of his insurance (if any) in excess of \$25,000.00 and the balance (if any) of the employee's premium shall be deemed by the employer to be applied to the first \$25,000.00 of his insurance.

MEDICAL AND EXTENDED HEALTH BENEFITS

1. A contract shall be entered into by the Board with a carrier to provide medical and other health benefits for all teachers who wish to participate.
2. The coverage shall include:
 - (a) the basic coverage provided under the Medical Services Plan of B.C., and
 - (b) the Medical Services Association Plan of Extended Health Benefits:
 - (i) with a maximum lifetime limitation for any one member or dependant of \$25,000.00, and
 - (ii) 100% of the excess over the accumulation of the first \$25.00 deductible. and
 - (c) the Medical services Association vision care Benefits. the maximum amount claimable during any consecutive twenty-four month period shall be \$100.00.
 - (d) the Medical Services Association hospital co-insurance coverage at 100% coverage.
3. M.S.P. premiums shall be paid on a cost-sharing basis of 70% Board and 30% teacher, M.S.A.E.H.B. premiums shall be paid on a cost-sharing basis of 75% Board and 25% teacher. (Coverage under the plan shall be continued for teachers on leave of absence due to illness. Premiums shall also be paid by the Board for a period of sixty days beyond the employee's regular sick leave with the employee's 30% contribution to be recovered from the employee when and if he or she returns to work.)

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DENTAL PLAN

A Dental Plan shall be implemented. The plan shall include the following:

1. Basic dental services including diagnostic, preventive, surgical, restorative, prosthetic, endodontics and periodontics services,
2. Prosthetic appliances, crown and bridge procedures.
3. orthodontics.

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costs paid by the plan shall be the following percentage of dentists' charges:

1. Basic dental services--80%.

2. Prosthetics, crown and bridge procedures--50%.
3. Orthodontics--50% with a lifetime limit of \$1,250.00 for each insured.

E/075

Premiums shall be shared 75% by the Board and 25% by the teacher, Teachers not enrolling in the plan when first eligible. or who withdraw from the plan. shall not be eligible to join at a later date unless:

1. They have been covered on another acceptable plan and lose their eligibility under that plan. or
2. They submit written evidence from their dentist certifying that they and their dependants do not require basic dental services, prosthetics, crown and bridge procedures or orthodontics work. Where a teacher provides this certification, a six month waiting period shall apply from the first day of the month following that on which the certificate is filed with the Board. During this six month period. premiums will be shared by the Board and the teacher but no work during this six month period shall be paid for by the plan.

Coverage shall be continued for teachers on educational leave with the same premium sharing.

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The dental plan shall specify that

- a dependant spouse includes a man or woman who, not being married to each other, live together as husband and wife, and
- parents or grandparents are not considered eligible as dependants.

The Board shall call tenders and select the insurance carrier.

MEDICAL, DENTAL, AND INSURANCE BENEFITS

A teacher may maintain medical. dental and life insurance benefits while on leave by arranging to pay (in advance) both the teacher's share and the Board's share of the premiums.

TRAVEL ALLOWANCES

1. Teachers required to use their own automobiles on a casual basis in travelling on Board business shall receive a mileage allowance equal to that provided for in the current Collective Bargaining Agreement between Local 561 of the Canadian Union of Public Employees and the Board.

2. Teachers, designated by the Superintendent of Schools, who are required to use their own vehicle to carry out their normal teaching or supervisory assignment shall receive a basic travel allowance of \$12.00 per month, plus the mileage allowance set out in item 1.
3. Mileage allowance shall not be paid from the teacher's residence to the place of work, nor from the place of work to the residence.

SUBSTITUTE TEACHERS

1. The C.T.A. shall be provided from time to time with the names of substitute teachers employed by the Board.
2. A teacher employed by the Board on a temporary appointment will be given priority when the list of substitute teachers is prepared for the subsequent school year.
3. A substitute teacher when given reasonable notice shall be paid a full day's wage if called by the substitute office for a full day.
4. Service in the same assignment shall not be considered broken by a non-instructional day.
5. A substitute teacher shall receive mileage allowance equivalent to that of the itinerant teacher for whom he/she is substituting.

ACCESS TO INFORMATION

The office of the Secretary-Treasurer of the Board shall provide the President of the C.T.A., at his request, with the following data:

- a scattergram of teachers employed by the Board as at July 30th of the current calendar year. The scattergram shall indicate,
 - (a) the full time equivalent number of teachers at each step on the current salary schedule.
 - (b) the number of teachers who receive an allowance at each step of the schedule of allowances for principals, vice-principals, administrative assistants and the schedule of other allowances.
 - (c) the total annual salary cost to employ the teachers recorded in (a) and (b) at the salary rate effective September 1st in the current year.
- the estimated cost of employing substitute teachers in the current fiscal year.

the estimated cost to the Board, in the current fiscal year, of benefits paid on behalf of teachers such as dental plan, group life insurance, medical services plan, extended health plan. education leave plan, summer school fees assistance, group disability salary continuance plan, etc.

- such information as is normally available to the public.

Contract Review

That a joint Board/C.T.A. committee review the layout or organization of items in the Salary/Working and Learning Conditions Contract book and, in particular, the placement of cost items presently in the Working and Learning Conditions as well as a more extensive table of contents or index.

DURATION OF AGREEMENT

This agreement shall become effective January 1, 1985, and remain in effect from year to year thereafter unless prior to September 15th in any year. either party requests that the agreement be reopened. In the event that either party does request the agreement to be reopened, the parties shall attempt to reach by negotiation a mutually satisfactory new agreement or modification of the existing agreement on or before October 31st of that year. when the agreement is opened by either party for negotiation, all items in the agreement are subject to negotiation. A new item may not be negotiated into the agreement unless both parties agree to negotiate the item. If negotiations have not been completed by October 31st, the parties shall select and appoint, by mutual agreement, an arbitrator. The function of the arbitrator shall be to consider and rule on all items which both parties had agreed to negotiate and which the parties have not reached a mutually satisfactory agreement on during negotiation. The arbitrator's award shall be binding on both parties, so long as they do not contravene any statute. and must be made on or before December 1st. In the event that both parties do not select and appoint an arbitrator by mutual agreement on or before November 11th, all items in the existing agreement not resolved by negotiation shall remain in effect.

In witness whereof the parties hereto have caused this agreement to be executed on the day of , one thousand nine hundred and eighty-five.

THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 43 (COQUITLAM)

COQUITLAM TEACHERS' ASSOCIATION

Chairman

President

Secretary-Treasurer

Chief Negotiator

APPENDIX A

EMPLOYMENT STANDARDS ACT

Maternity Leave

51. (1) An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen consecutive weeks or a shorter period the employee requests, commencing eleven weeks immediately before the estimated date of birth or a later time the employee requests.
- (2) Regardless of the date of commencement of the leave of absence taken under subsection (1), the leave shall not end before the expiration of six weeks following the actual date of birth of the child unless the employee requests a shorter period.
- (3) A request for a shorter period under subsection (2) must be given in writing to the employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- (4) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (1), the employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- (5) Where an employee who has been granted Leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six consecutive weeks.

PART V

The Board agrees to establish a Deferred Salary Retirement Plan and a Deferred Salary Leave Plan.



This agreement takes effect January 1, 1985 to June 30, 1986.

Signed at Coquitlam, B.C. this 29 day of October, 1985.

COQUITLAM TEACHERS' ASSOCIATION

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 43 (COQUITLAM)

President

chairman

Chief Negotiator

Secretary-Treasurer

EXHIBIT "A"

TEACHERS' QUALIFICATION SERVICE CATEGORY SCHEDULE

	<u>CERTIFICATION</u> (issued by the Ministry of Education)	<u>Teacher Training</u> <u>University Work</u> <u>Completed</u> (including at least 1 year basic teacher training)	<u>Teacher</u> <u>Qualification</u> <u>Service</u> <u>Category</u>
Licence	EC	One Year	1
	EB	Two Years	2
Standard certificate	EA	Three Years	3
	SC/PC	Four Years	4
	SB/PB	Five Years	5
Professional certificate	SA/PA	six years with Masters Degree or Higher	6

SCHOOL DISTRICT No. 43 (COQUITLAM)

EXHIBIT "B"

EVALUATION OF TEACHING EXPERIENCE

1. a. Teachers employed in public schools for a minimum of eight months full time employment during one school year in,
 1. Canada and the United States of America--full experience credit.
 2. The British Commonwealth of Nations--full experience credit for experience gained while teaching in a country during the period that such nation is a member of the British commonwealth of Nations.
 3. Other countries--experience credit as granted by the Superintendent of schools at the time the teacher is offered an appointment with the School District. This clause becomes effective January 1st, 1974, and is not retroactive.
- b. Where a teacher has completed in British Columbia public schools, in public schools in the United States of America and the British Commonwealth, two periods of full time employment each of less than the above minimum eight months but each **six** months or more, the two such periods may be combined to constitute a year's experience. (See item 5 below.)
- c. Periods of teaching service of less than six months during a school year may not be combined to carry credit. Substitute teaching does not carry experience credit. (see item 5 below.)
- d. Teaching service as specified above in British Columbia Government Schools or similar British Columbia Provincial institutions, carries credit where the service is deemed equivalent to that of employment as a teacher in the public school system. Similarly, teaching service or appropriate educational administrative service as a member of the staff of the Ministry of Education in British Columbia carries credit.

- e. Teachers appointed for the full school year (or eight months thereof) in the British Columbia Public Schools, in the United States of America and the British Commonwealth as bona fide part-time teachers qualify for experience credit proportionate to the percentage of time they are employed. with the requirement that for a year's credit, the cumulative percentage time over a number of years must equate to at least eight months full time employment (e.g., a person who teaches for two full years on forty percent time would qualify for a year's experience). These periods of part-time employment may be added together, but such part-time employment credit may not be utilized with periods of six months service to constitute a year of credit. Eligible part-time teachers qualify for experience credit proportionate to the time they are employed. (See item 5 below.)
 - f. A teacher absent on sick leave with full pay from a British Columbia Public school. as provided under provisions of Section 125, shall be granted full credit for such absence, provided that the absence, when added to the time worked in that year, is not less than eight months.
 - g. Teaching experience gained by a teacher teaching under authority of a Letter of Permit shall receive full credit in accordance with these regulations.
 - h. Service as an instructor in the Faculty of Education at any publicly supported British Columbia University shall receive full credit in accordance with these regulations.
 - i. Except as provided in this paragraph, no credit is allowed for experience in schools other than those under provincial authorities or comparable authorities in the British Commonwealth and the United States of America. Full experience credit shall be granted to a teacher for elementary and secondary private school experience in Canada, provided that prior to obtaining such experience the teacher obtained a valid teaching certificate issued by a Canadian Provincial Department or Ministry of Education.
2. Service as a member of the British Armed Forces during the second war years (September 1939 - March 31, 1946) carries full experience credit, but war employment in other capacities or armed forces is not credited. Twelve months of such service shall constitute a year, and in determining final service credited, a period of eight months shall constitute the final year. Similarly, service as a member of the British Armed Forces during the First World War (1914 - 1918) shall constitute experience credit. Service in the Korean theatre of action, as a member of the British Armed Forces during the Korean War, shall constitute experience credit covering such service time in the theatre of action, provided time requirements are fulfilled (twelve months or a minimum of eight months in calculating the final year.) Service as a member of the Armed Forces other than the above, does not carry experience credit.