

# B.C. Teachers' Federation

(604) 731-8121, 1-800-663 9163

2235 Burrard Street, Vancouver, BC V6J 3H9

## BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT #45 (WEST VANCOUVER)

Salary Schedule and Agreement between the West Vancouver Teachers' Association and the Board of School Trustees of School District #45 (west Vancouver).

### REGULATIONS AND CONDITIONS:

This Agreement shall apply to teachers employed by the Board who are members of the West Vancouver Teachers' Association.

#### 1. SALARIES

- (a) Schedules A, B, C, D and E, attached hereto, shall be the schedules of salaries and administrative allowances in effect as from January 1, 1985 until termination of this Agreement.
- (b) Placement on salary scale shall be in accordance with the teaching license or certificate awarded by the Ministry of Education and as further categorized by the joint B.C.T.F./B.C.S.T.A. Provincial Teacher Qualifications Service, except where otherwise specifically provided in Clause 3.
- (c) Except as otherwise provided in this Agreement or the Public Schools Act, no teacher on the present staff shall suffer a reduction in salary as a result of implementing this Agreement.

#### 2. INCREMENTS

There shall be two dates on which increments may be due. September 1st or January 1st. A teacher shall receive increments on September 1 of each year if he commenced service in West Vancouver on or before November 1. A teacher shall receive increments on January 1 of each year if he commenced service in West Vancouver between November 1 and the last day of February of the preceding school year and did not receive experience credit for the period September to December.

#### 3. WITHDRAWAL OF INCREMENTS

- (a) Salary shall be reduced by one increment after consideration of two consecutive less than satisfactory reports, in writing, from the Superintendent of Schools and the Principal responsible for the supervision of the teacher. When salary is to be reduced, the teacher concerned and the President of the WVTA shall be notified in writing. Such notification is to include:

SD 45 (west Vancouver)

LE

1

802 9 03602

MAR - 6 1987

05161(01)

- (1) a detailed statement of reason for action:
  - (ii) a statement of assistance to be offered to the teacher;
  - (iii) a statement of earlier indications to the teacher that such action might be taken.
- (b) When a teacher has been notified that an increment is to be withdrawn or withheld under this section, the teacher may submit a grievance, in writing, to the President of the West Vancouver Teachers' Association. A representation shall then be made to a joint committee consisting of the two nominees of the Teachers' Association, two nominees of the Board, and a voting chairman selected by mutual consent of the committee. Neither the superintendent of Schools nor the Principal of the teacher concerned shall be members of the Joint Committee. The chairman shall not be a member of either the West Vancouver Teachers' Association or the Board of School Trustees. The findings of this committee shall be presented to the Board for its decision. The decision of the Board shall be final.
- (c) Whenever the Board reduces salary as above, one of the following steps must be taken, namely, either:

Upon receipt of a satisfactory report the Board shall reinstate teacher on the scale appropriate to the teacher's experience and certification as if no salary reduction had taken place and the teacher shall be so informed in writing.

or

Upon the expiration of the year during which the salary reduction is in effect, if the learning situation of the teacher is then deemed unsatisfactory for the third consecutive report, the Board will institute action under the appropriate section of the Public Schools Act, to dismiss the teacher and the teacher shall be so informed in writing.

056101  
 ENTERTAINMENT

SOURCE	EFF.	TERM	No. OF EMPLOYEES	NUMBER OF DAYS
B.C.T.F.	85	01 01	303	24
		86 06 30		

SD 45--(West Vancouver)



(ii) Up to June 30, 1980, where a teacher has completed in British Columbia public schools two full periods of full-time employment each of less than the above minimum eight months or more, the two such periods may be combined to constitute a year's experience.

(iii) Up to June 30, 1980, 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.

Those teachers holding staff appointments on a part-time basis are excepted. These teachers will accrue experience at the following rate:

4/5 or more time	-	one year experience for each year of teaching.
Between 2/5 and 4/5	-	one year experience for each two years of teaching.
Less than 2/5 time	-	accrue experience until at least eight months have been reached before gaining one year of experience credit.

(iv) From September 1, 1980, teachers having full-time assignments for less than a year, and/or part-time assignments will accrue experience credit at the following rate:

4/5 to full time	-	one year
Less than 4/5 time	-	accrue the equivalent of at least 8 months' experience credit before one year of experience credit will be earned.

Substitute teaching does not earn experience credit.

- (b) (i) Certificated teaching experience in publicly supported schools carries credit where the service is deemed equivalent to that of employment as a teacher in B.C. public schools.
- (ii) Teaching service or appropriate educational administrative service as a member of the staff of the provincial Ministry of Education carries credit.
- (iii) Certificated teaching experience not covered by Clause (i) and (ii) will be considered by the Superintendent in consultation with the President of W.V.T.A.

- (c) service as a member of the Canadian and British Armed Forces during the Second War years (September 1939 to March 31, 1946) carries full experience credit for salary grant purposes. but war employment in other capacities or other 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. Service in 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 credit for salary purposes.

I. SUMMER EMPLOYMENT

- (a) Whenever the Board, upon the recommendation of the superintendent of Schools requires the services of a teacher during the summer recess (excluding Summer School teaching, normal preparation for the teacher's activities in the next school term. and excluding work commissioned by the Curriculum Management Group) the Board shall pay the teacher 11200th of the teacher's annual salary for each day worked.
- (b) Whenever the Board on the recommendation of the Curriculum Management Group. through the Superintendent of Schools. commissions work from a teacher to be done during school holidays. that teacher will be paid by the Board at the rate of \$75.00 for each day worked.
- (c) Any teacher assigned to the position of Facilitator will receive remuneration equivalent to his/her former position. when an administrative allowance is included in the remuneration the allowance percentage shall be fixed at that amount for the duration of the secondment. Since a Facilitator may be required to work 10 days a year during school holidays he/she will be paid for this work during the month of August at the rate of 11200th of the teacher's annual salary for each day worked.

8. BENEFITS

Teachers on leave of absence shall have the option to continue their Long Term Disability. Medical, Dental & Extended Health Benefit Plans by making payments to the Board for their share and the Board's share of the premiums of their benefit plans. Such payments to the Board must be made annually, in advance. by September 30.

(a) Medical Services Plan of B.C.:

Teachers may become members of the Medical Services Plan of B.C. effective on appointment. The costs of such membership shall be borne entirely by each teacher concerned.

If a teacher dies while in the employ of the Board, that teacher's dependents shall continue to receive medical benefits for a period of 4 months from the time of death, providing that the surviving spouse, or family member completes the appropriate application form.

(b) Extended Health Benefits:

The Board agrees to pay 100% of the premium cost of Extended Health Benefits for teachers. Membership in the Extended Health Benefits Plan shall be compulsory for all new teachers who require medical coverage.

(c) Group Life Insurance:

The Board agrees to pay 100% of the premium cost of a mutually acceptable Group Life Insurance and Accidental Death and Dismemberment Plan. Participation in the Plan will be a condition of employment for all new full-time teachers and optional for part-time teachers.

(d) Dental Plan:

The Board agrees to pay 100% of the premium cost of a mutually acceptable Dental Plan. Participation in the Plan will be a condition of employment for all new full-time teachers (unless they are already covered under a spouse's insurance).

If part-time teachers wish to participate in the Plan, the Board's share of the premium cost shall be in the same proportion as their teaching time and the part-time teacher concerned shall pay the balance.

(e) Long-Term Disability:

Teachers may participate in a mutually acceptable Long-Term Disability Plan. The costs of such a plan shall be borne entirely by each teacher concerned. Participation in the Plan will be a condition of employment for all new full-time teachers and optional for part time teachers.

The Board agrees to pay the total premiums of benefit plans of persons on the Salary Indemnity Fund and/or Long Term Disability. Such payment will commence upon written notification to the Board by the teacher that the teacher is receiving benefits from the Salary Indemnity Fund and/or Long Term Disability Plan.

(f) B.C.T.F. optional Term Life Insurance Plan:

The Board will, for the BCTF Optional Term Life Insurance Plan, deduct authorized monthly premiums from the salary of those teachers participating in the Plan and remit the premiums to the BCTF or its designated Agent.

(g) Death Benefit

In the event of the death of a teacher who is in the employ of the Board, the Board shall pay to the designated beneficiary, or to the estate of the deceased if there be no designated beneficiary, an amount equal to one full month's current salary.

This payment shall be in addition to any amount earned by the deceased during the last month he or she served.

9. DEPARTMENT CO-ORDINATORS AND ADMINISTRATIVE ALLOWANCES

on the recommendation of the Superintendent of Schools and the Principal of the school concerned, the Board may appoint one or more Department Co-ordinators. The administrative allowance paid to Department Co-ordinators shall be in accordance with the allowances shown in attached Schedule C and shall be in addition to the regular salary paid in accordance with attached Schedule A. The appointment of a Department Co-ordinator shall continue in effect until terminated by the Department Co-ordinator or by the Board on the recommendation of the Superintendent of Schools. In the event of termination, notice shall be given in writing not later than May 31st and shall be effective June 30th of that year.

The administrative allowances in the Elementary Schools shall be in accordance with the attached Schedule E. Administrative allowances in the Secondary Schools shall be in accordance with the attached Schedule D; such allowances shall be paid in addition to the regular salary paid in accordance with attached Schedule A.

10. RAISED PLACEMENT

The Board reserves the right to raise the placement of any teacher now or hereafter employed in the schools on any schedule applicable to the schools where the position held by or the qualifications of the teacher concerned warrant such placement.

This provision shall not be used as a reason to delay improvement of certification of the teacher concerned and if, in the opinion of the Board, the teacher is not attempting to improve his or her certification, the placement shall be withdrawn.

This clause shall only be used in exceptional circumstances. The Board will not hire non-certificated teachers when suitable certificated teachers are available. **If** the Board raises the placement of a teacher pursuant to this clause, the Association shall be informed of this in writing.

11. PERSONS RELIEVING IN AN ADMINISTRATIVE POSITION

Where a teacher is assigned to substitute in an administrative position for a period of time (in excess of 20 consecutive days) that person will be paid the administrative allowance for that position or their current allowance, whichever is greater.

12. PERSONS ASSIGNED TO CENTRAL OFFICE POSITIONS

Any teacher seconded to a Central Office position will receive remuneration equivalent to his/her former position. When an administrative allowance is included in the remuneration the allowance percentage shall be fixed at that amount for the duration of the secondment. Where this provision is unsatisfactory to either the teacher or the Board, an agreement will be reached to the satisfaction of both parties and the West Vancouver Teachers' Association.

13. PERSONS SERVING AS PRESIDENT OF THE W.V.T.A.

- (i) Where the Board has granted leave to the President of the WVTA, the Board will continue to pay the teacher while on leave, and make all deductions from the teacher. The Board will bill the Association monthly and will receive reimbursement for the Board's cost of salary allowances and fringe benefits applicable to the percentage of leave granted.
- (ii) The teacher will receive full teaching experience credit for the time he/she is on leave.
- (iii) Sick leave will continue to be earned by the teacher on leave, and accumulated sick leave can be used during the period of leave.
- (iv) The teacher on leave will receive the full benefits he/she would be entitled to were he/she not on leave.
- (v) In the event of illness of the President, the Vice-president shall be granted leave, if requested by the Association, to replace the President for the duration of the illness. The cost of the substitute will be borne by the Association for the duration of the replacement. The Association will be liable for the cost of sick leave for the President to the extent that this leave has been accumulated within the term of office.

14. LEAVES OF ABSENCE

The terms of "Leaves of Absence", other than for persons serving as President of the W.V.T.A., will be mutually agreed upon and will be provided for in the Teaching and Working Conditions Agreement.

15. LEAVE OF ABSENCE AND DEFERRED COMPENSATION PLAN

The terms and conditions of the above Plan are detailed in a separate Agreement. A copy shall be sent to each newly-appointed teacher.



16. DEFERRED SALARY RETIREMENT PLAN

The terms and conditions of the above Plan are detailed in a separate Agreement. A copy shall be sent to each newly-appointed teacher.

17. SEVERANCE PAY

A teacher employed on a continuing contract whose employment is terminated for reasons other than those specified in sections 107, 122 and 123 of the School Act, may elect to receive severance pay. Severance pay shall be calculated at 5 per cent of one year's salary (including allowances) for each year of paid service in this District, or prorated paid service in the case of part-time teachers, to a maximum of one year's salary. The salary on which severance pay is calculated is based on the teacher's full-time scale salary (including allowances) at the time of the termination of employment. Years of service shall be calculated to the nearest month. Severance pay shall be paid either on September 30 or March 31. A teacher may choose either date by notifying the Board in writing of his/her intention to collect severance pay at least ten (10) days prior to the payout date.

18. SUBSTITUTE TEACHERS

- (i) A substitute teacher shall be paid according to certification as follows:
  - (a) A substitute teacher with a non-Professional Certificate shall be paid at a daily rate of 1/270th of level 2-0 (EB Min) together with statutory holiday pay.
  - (b) A substitute teacher with a Professional Certificate shall be paid at a daily rate of 1/295th of level 4-0 (PC min), together with statutory holiday pay.
- (ii) A substitute teacher who completes seven (7) or more days of continuous teaching in the same assignment shall be paid according to that teacher's placement on Salary Schedule A commencing with the eighth day. The method of calculation of payment shall be in accordance with Clause 4 of this Agreement.
- (iii) In the event that a substitute teacher's assignment is broken by the return of a teacher who subsequently is absent for the same reason within one (1) working day, the substitute shall be reassigned, and the assignment shall proceed as if it had not been broken for the purposes of determining the number of days of continuous teaching as per Clause (ii) above.
- (iv) (a) Professional days occurring during an assignment of seven (7) or more days of continuous teaching in the same assignment shall count as a day of work.
  - (b) service shall not be considered to have been broken by a professional day.

19. TERM OF AGREEMENT

This Agreement shall continue in effect until amended or terminated. Either party wishing to amend or terminate this Agreement shall give written notice to the other party not later than March 1st in any year; the said notice to take effect on that day. Nothing contained in this clause shall prejudice the rights of either party as provided under the Public Schools Act.

A copy of this Agreement shall be sent by the Board to each teacher in the District in July of the new contract year and to each newly-appointed teacher thereafter.

THIS AGREEMENT is between the West Vancouver Teachers' Association and the Board of School Trustees of school District #45 (West Vancouver).

SIGNED ON BEHALF OF THE BOARD  
OF SCHOOL TRUSTEES OF SCHOOL  
DISTRICT #45 (WEST VANCOUVER)

SIGNED ON BEHALF OF THE WEST  
VANCOUVER TEACHERS' ASSOCIATION

Chairman: \_\_\_\_\_

President: \_\_\_\_\_

Secretary Treasurer: \_\_\_\_\_

Chairman: \_\_\_\_\_

DATED THIS 27th DAY OF MAY, 1985

LEVELS OF TEACHER PREPARATION

APPENDIX A

Level	Old	New	Teacher Preparation
Level 2	<b>E-B</b>	Licence	1 year
Level 3	E-A	Standard	2 years
Level 4	P-C	Standard or Professional	3 years
Level 5	S-B P-B	Professional	4 years
Level 6	S-A P-A	Professional	5 years
			6 years

A teacher's salary level shall be that teacher's Teachers' Qualification Service category, except where a higher classification has been granted under the Raised Placement Clause or Appendix A, Section 3 of this Agreement

1. LETTERS OF PERMISSION

- (a) Persons holding a Letter of Permission to teach in a secondary School shall be placed on the salary category 4/PC Scale.
- (b) Persons holding a Letter of Permission to teach in an Elementary School shall be placed on the salary category 2/ES Scale.

2. TEACHERS HOLDING LEVEL 1 CERTIFICATION

Teachers holding Level 1 Certification will be paid and held at Category 2/ES Minimum.

3. LEVEL 5 (PROFESSIONAL OR PB CERTIFICATE) PLUS 15 UNITS

Teachers holding permanent appointments and possessing permanent Professional (Level 5) or permanent PB certificates, who are not enrolled as graduate students on a Master's Programme, but who have successfully completed 15 units of credit or the equivalent as assessed by a British Columbia University and in accordance with the following "Criteria for Approval" may, upon application supported by documentation to the Superintendent of Schools, move to the same step on the Professional (Level 6) Scale or salary purposes.

Approved transcripts must be in the Board Office by the 15th of any month or pay adjustment. There will be no retroactive adjustments.

CRITERIA FOR APPROVAL

- (1) Credits must be acceptable to a university in British Columbia and/or Provincial Teacher Qualification Board, and approved by the Accreditation Committee.
  - (2) Credits must be in senior courses (i.e., the equivalent of third year courses or above), except in unusual cases where prerequisite courses below the third-year level are required, and in these cases the prior approval of the superintendent of Schools **must** be obtained in writing before credit may be granted for courses below the third-year level for salary purposes.
  - (3) Average standing in courses must be second class or better.
  - (4) Credits must have been earned subsequent to qualifying for Permanent Professional Basic Certification.
  - (5) Credits must not have been used to obtain present or prior certification.
  - (6) courses may be taken in one or more areas of study but at least 80% of them should be in subject areas oriented to instruction or education.
4. LEVEL 6 (PA MASTER'S DEGREE)

Teachers who possess a Master's Degree recognized by the Ministry of Education or by the Teacher Qualification Service will be paid on Level 6 PA(M).

SCHOOL DISTRICT #45 (WEST VANCOUVER)  
SALARY SCALE - EFFECTIVE MAY 1, 1985

<u>EXPERIENCE</u>	<u>LEVEL 2/EB</u>	<u>LEVEL 3/RA</u>	<u>LEVEL 4/PC</u>	<u>LEVEL 5/PB</u>	<u>LEVEL 6/PA</u>	<u>LEVEL 6 PA(M)</u>
0	18271	20098	22080	24052	25847	26439
1	19116	21012	23323	25575	27534	28126
2	19961	21926	24566	27098	20221	29813
3	20806	22840	25809	28621	30908	31500
4	21651	23754	27052	30144	32595	33187
5	22496	24668	28295	31667	34282	34874
6	23341	25582	29538	33190	35969	36561
7	24186	26496	30781	34713	37656	38248
8	25031	27410	32024	36236	39343	39935
9	25876	28324	33267	37759	41030	41622
10	26721	29238	34510	39282	42717	43309
<u>INCREMENTS</u>	10x845	10x914	10x1243	10x1523	10x1687	10x1687

SCHEDULE "B"

ADMINISTRATORS' ALLOWANCES - EFFECTIVE SEPTEMBER 1, 1985

(ELEMENTARY PRINCIPALS & VICE-PRINCIPALS)

Salaries for Principals and Vice-Principals shall be determined by adding the appropriate basic teaching salary and a dollar allowance for services rendered as a Principal or Vice-principal.

(a) The basic salary each year shall be according to teaching certification and step on scale as detailed on Schedule A.

(b) The allowances for 1985-86 school year are:

PRINCIPALS:

1. single school organization: 28% OF PAM (MAXIMUM)
2. Two school organization: 32% of PAM (MAXIMUM)

VICE-PRINCIPALS:

1. All elementary vice-principals: 11% of PAM (MAXIMUM)

SUPERVISING PRINCIPAL, SPECIAL EDUCATION:

The allowance of the Supervising Principal, Special Education. shall be that of an Elementary Principal in a single school organization.

(It is agreed that no administrator shall suffer a reduction in his allowance as a result of this new schedule.)

SCHEDULE "C"

1. DEPARTMENT CO-ORDINATORS--SECONDARY SCHOOLS--ALLOWANCES 1985/86

DEPARTMENT CO-ORDINATORS' ALLOWANCES

Major Departments - 7.5% of PA Master's (Max.)

Minor Departments - 6% of PA Master's (Max.)  
and Assistant Department

2. CO-ORDINATOR OF WORK STUDY--WORK EXPERIENCE EDUCATION  
PROGRAMME ALLOWANCE 1985/86

The Co-ordinator Of the Work Study--Work Experience Education Programme  
shall receive an allowance of 4% of PA Master's (Max).

SCHEDULE "D"

ADMINISTRATORS' ALLOWANCES - EFFECTIVE SEPTEMBER 1, 1985

(SECONDARY PRINCIPALS AND VICE-PRINCIPALS)

Salaries for Principals and Vice-Principals shall be determined by adding the appropriate basic teaching salary and a dollar allowance for services rendered as a Principal or Vice-Principal.

- (a) The basic salary each year shall be according to teaching certification and step on scale as detailed on Schedule A.
- (b) The allowances for 1985-86 school year are:
  - 1. PRINCIPALS: 49% of PAM (MAXIMUM)
  - 2. VICE-PRINCIPALS 15% OF PAM (MAXIMUM)
- 1. After 5 years of successful administrative experience as a Principal or Vice-Principal in West Vancouver, Principals in Secondary Schools will be placed on the step of the PA Master's scale corresponding with their years of teaching experience, if they are not already on that scale.

(It is agreed that no administrator shall suffer a reduction in his allowance as a result of this new schedule.)



SCHEDULE "E"

ADMINISTRATORS' ALLOWANCES 1985/86  
(SUPERVISORS & CO-ORDINATORS)

Salaries for Supervisors and Coordinators shall be determined by adding the appropriate basic teaching salary and a dollar allowance for services rendered as a Supervisor or Co-ordinator.

The Allowances for 1985/86 are:

Instructional Materials Specialist	20%
French Co-ordinator	15%

ALL ABOVE ALLOWANCES EXPRESSED AS A % OF PA MASTER'S (MAX.)

TEACHING AND WORKING CONDITIONS AGREEMENT  
BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
OF SCHOOL DISTRICT NO. 45 (WEST VANCOUVER)  
AND  
THE WEST VANCOUVER TEACHERS' ASSOCIATION

TABLE OF CONTENTS

A. TERMS OF THE AGREEMENT	21
B. SCHOOL STAFF COMMITTEES	22
C. CLASS SIZE	23
D. ANCILLARY SERVICES IN ELEMENTARY SCHOOLS	25
E. SUPERVISION TIME	25
F. FLEXIBILITY	26
G. PROFESSIONAL DEVELOPMENT	26
1. Detached Duty	26
2. Professional Improvement Leave	27
3. Administrators' Leave of Absence	29
4. Facilitators In-service	29
5. Non-Instructional Days	29
H. PROCESS CLAUSES	30
1. Teacher Assignment	30
2. Re-engagement of Teaching Staff	31
3. Recruitment of Teaching staff	31
4. Teacher Appointment	31
5. Transfers Initiated by the Board	32
6. Transfers Initiated by the Teacher	32
7. Transfer of Administrators	32
8. Reports on Teachers by Principals	33
9. Visits to Teachers New to the District	33
10. Probationary Appointments	33
11. Reports on Teachers by Superintendent of Schools	34

TABLE OF CONTENTS (Cont'd.)

I. LEAVE OF ABSENCE	34
1. Procedures	34
2. Short Term Leaves	35
a. Leave of Absence Without Salary Deduction	35
b. Leave of Absence With Salary Deduction	38
3. Long Term Leaves	38
i. Maternity Leave	39
ii. Adoption Leave	40
iii. Personal Leave of Absence	41
iv. Service Overseas with Department of National Defence	41
J. TEACHER EXCHANGE	41
1. Domestic Exchange	41
2. Foreign Exchange	42
K. INSURANCE OF TEACHERS' PERSONAL PROPERTY	42
L. BUDGET DISCUSSIONS	42
M. DEPARTMENT CO-ORDINATORS IN SECONDARY SCHOOLS	43
N. CURRICULUM DEVELOPMENT FUND	44
O. OBLIGATIONS OF TEACHERS	44
P. IMPLEMENTATION, REVIEW AND APPEAL	45
APPENDIX "A" - Committees	47

A. TERMS OF THE AGREEMENT

1. This Agreement is made and entered into on September 9, 1975, between the Board of School Trustees, School District No. 45 (West Vancouver), herein called "The Board" and the West Vancouver Teachers' Association, herein called "The Association" or the "W.V.T.A."
2. The provisions of this Agreement shall be in effect unless changed by mutual agreement.
3. The provisions of this Agreement shall continue until the expiration of six month's notice of termination given at any time by either party. Notice of termination may be for the entire contract or for one or more clauses.
4. Specific provisions of this Agreement may be opened for negotiation at any time by written mutual consent of the parties.
5. On or after February 1st and not later than April 1st in any year, either party to this Agreement may give to the other party written notice of their wish to negotiate specific provisions and a list thereof. Acknowledgement of such notice and plans for negotiations shall be made within 20 days of receipt. Negotiations on these specified provisions shall conclude by May 31st of the same year.
6. Representations to the Board from teachers pertaining to the Teaching and working Conditions Agreement shall only be received from those teachers officially sanctioned by the Association.
7. It is expressly understood and agreed between the Board and the Association that the terms of this Agreement are subject to the provisions of the School Act, the School Act Regulations and all amendments and regulations to such Act or Regulations, including, but without limiting the generality of the foregoing, any amendment or regulation or succeeding statute that may be enacted during the term of this Agreement.
8. The selection, employment, promotion and direction of personnel, and the determination of methods of operation and administration of the school system is vested exclusively in the public through the locally-elected school board; and such matters shall at all times remain in the control of the public through their elected representatives. During the consideration of such matters, as deemed appropriate by the Board, the Board agrees to the principle of consultation with staffs of the schools involved or their elected representatives.

B. SCHOOL STAFF COMMITTEES

There shall be established a staff committee in each school. Such committees shall operate without derogating from the duties and authority vested in the school Principals pursuant to the school Act and the School Act Regulations.

The Committee shall include the Principal or Vice-principal, and teachers elected by the staff. If it is desired by the staff, the entire staff may constitute the committee. It is desirable that the committee should reflect a diversity of the staff.

The Staff committee is charged with the responsibility of:

1. working with the administration in improving learning conditions within the school:
2. self-evaluation of the school programmes:

The self-evaluation should include consideration of:

- a. philosophy and objectives.
  - b. school and community.
  - c. school staff and administration.
  - d. curriculum.
  - e. excursions.
  - f. learning assistance programme.
  - g. educational resource services.
  - h. pupil personnel services.
  - i. school facilities.
  - j. the student activities programme.
  - k. summary of internal evaluation.
  - l. summary of external evaluation.
3. reviewing each teacher's workload under the following headings:
    - a. physical conditions
    - b. suitable class size
    - c. suitable instructional assignment
    - d. adequate supply of learning materials
    - e. adequate ancillary staff
    - f. time to plan, to organize, and to work with individual students and with parents.
  4. liaising with the West Vancouver Professional Development Committee.

Where the provisions of this Agreement concerning staff committees have not been fulfilled, the staff committee shall follow the procedure outlined in Section P of this Agreement.

C. CLASS SIZE

The Board agrees to work to bring about a desirable pupil-teacher ratio in the schools of West Vancouver, always recognizing that such ratios may not be obtainable because of financial restrictions or available classrooms.

1. The Board shall endeavour to provide a pupil-teacher ratio for the District which is no higher than the provincial average.

2. Kindergarten

a. The Board shall endeavour to provide that no Kindergarten class shall exceed 25 pupils. When a Kindergarten class exceeds 22 pupils, an additional 12.5 hours per week shall be added to the teacher aide allotment for the school to be used in the Kindergarten class.

b. Where a school has fewer than 15 pupils of Kindergarten age, the following staffing provisions shall apply to provide flexibility:

i. Where a school wishes to have a Kindergarten only organization, the following fraction of teachers will be allotted to the total staff organization:

Number of Pupils:

4 to 11 - .2 teacher  
12 to 14 - .3 teacher  
15 to 19 - .4 teacher

ii. Where a school with 4 to 14 pupils wishes to combine Kindergarten with other primary grades, it shall have the choice of either of the following 2 alternatives:

Alt. #1 - When it counts its enrolled pupils as .5 equivalents (i.e. 2 pupils equal 1 F.T.E.) it shall have 12.5 hours a week of aide time.

Alt. #2 - When it counts its enrolled pupils as .75 equivalents its teacher entitlement shall be adjusted accordingly. instead of extra aide time.

3. Elementary

The Board shall endeavour to provide that, in each elementary school:

- a. the average class size, not including kindergarten or special classes, not exceed 28 pupils per classroom teacher.
- b. primary classes (those containing grades 1, 2 or 3 pupils) be smaller than the average for the school.
- c. no class exceed 32 pupils per teacher.

4. special Classes

The Board shall endeavour to provide that special classes not exceed 10 pupils per teacher.

4. secondary:

The Board shall endeavour to provide that, in each secondary school:

- a. the pupil-teacher ratio be no higher than the provincial average pupil-teacher ratio for secondary schools.
- b. no class exceed 32 pupils per teacher.
- c. the variation in average class size in each subject area be no more than 20% at the different grade levels. This variation is to be determined by calculating the difference between the largest average class size and the smallest average class size and expressed as a percentage of the smallest average class size.
- d. the number of pupils in a laboratory, shop or classroom not exceed the number for which the facility is designed.
- e. class size in Industrial Education classes not exceed 24 pupils at the junior secondary level, or 20 pupils at the senior secondary level. If these particular criteria are exceeded, the principal and staff committee shall undertake the review process outlined in Section F.



D. ANCILLARY SERVICES IN ELEMENTARY SCHOOLS

Ancillary Services in Elementary Schools include but are not limited to services in the area of learning assistance, library and administration. The number of teachers assigned to a school to provide these services shall be determined by the enrollment of the school including pupils in Kindergarten and Special Classes as full time equivalents.

The Board shall endeavour to provide that, in each Elementary School, the staffing for Ancillary Services be accorded to the following criteria:

<u>school Population</u>	<u>Ancillary Services for Individual Schools</u>
1 - 150	1.5 Teachers
151 - 200	1.8 "
201 - 250	2.1 "
251 - 300	2.4 "
301 - 350	2.7 "
351 - 400	3.0 "
401 -	3.3 "

- a. No school will drop more than one category in any one year.
- b. The Ancillary Services for any year will be determined by the projected enrolment for September as determined by all sources of information available at May 15th of that year.
- c. The following shall apply regarding the Ancillary Services for combined Elementary schools:
  - i. Schools of 1-100 pupils which are combined with another school under one Principal, may have total Ancillary Services of 1.0 Teachers, excluding Administration.
  - ii. They shall have a full-time Administrative Principal.
  - iii. Their administrative Ancillary Services shall not be less than 1.5 Teachers.

E. SUPERVISION TIME

Each Teacher has professional responsibilities to students, parents, the school, and the community (as described in Section "O" of the Teaching and Working conditions Agreement) which are beyond providing regular instruction each school day. Whereas such responsibilities are generally fulfilled during the non-instructional time of the school day, and notwithstanding a teacher's 'in loco parentis' responsibilities prescribed in the School Act, each teacher shall be assigned a maximum of thirty (30) minutes of supervision duty per week.

F. FLEXIBILITY

1. Administrators shall organize their schools in a manner which will provide the best learning environment and make maximum use of the resources given each school.
2. Any teacher or group of teachers who, with the support of the Principal and with Board approval where necessary, wish to experiment in teaching arrangements which vary from the limitations and procedures stated elsewhere in this Agreement. shall have the right to do so.

G. PROFESSIONAL DEVELOPMENT

The goal of the Professional Development Programme is to ensure that District Personnel maintain a high level of professional competence and knowledge of required course content through:

- a. Stimulation of interest in continuing professional development.
- b. Identification of personnel for whom and areas in which, further professional training would be beneficial to staff and District.
- c. Development or selection of appropriate professional development programmes for teachers in the District.
- d. Provision of funds to support participation in the Professional Development Programme.
- e. Assessment of the effectiveness of programmes developed or selected.
- f. Encouragement of District Personnel to develop individual professional growth plans.

1. Detached Duty

This section shall be administered by the Professional Development Committee, using guidelines as established by the superintendent of Schools.

a. Definition

For the purpose of this Agreement, detached duty shall be defined as: attendance at recognized non-credit courses, conferences, workshops, seminars, or other approved educational activities either during regular school hours when leave is granted or on the teacher's own time.

d. Professional Development Fund

- i. A fund shall be established annually, made up of contributions from the West Vancouver Teachers' Association and the Board, for Detached Duty and In-service Training in the district. The fund shall be administered by the Professional Development Committee.
- ii. The fund shall be used to pay the costs of registration, fees and normal travelling expenses of successful applicants for detached duty and the cost of in-service activities promoted by the Professional Development Committee.
- iii. The teacher shall suffer no loss of salary as a result of being on detached duty during regular school hours.
- iv. Substitute service shall be provided by the Board on the recommendation of the superintendent of Schools.

c. criteria

The major criteria to be used in determining who shall be granted Detached Duty shall be the degree to which the granting of such Detached Duty may be expected to result in educational benefit to the West Vancouver school system.

d. Procedure

- i. Application for Detached Duty during school hours shall be made in writing to the Chairperson of the Professional Development Committee of the W.V.T.A. The recommendation of the Committee shall be submitted to the superintendent of Schools for approval.
- ii. Application for payment of expenses from the Detached Duty Fund shall be made in writing to the Chairperson of the Professional Development Committee of the W.V.T.A.

2. Professional Improvement Leave

- a. On the recommendation of the Leave of Absence Committee, the Board in its discretion may grant members of the professional staff Professional Improvement Leave, with full, partial or no salary, subject to regulations approved by the Board and consistent with the School Act.
- b. The selection of candidates for Professional Improvement Leave shall be made by the Leave of Absence Committee. These recommendations shall be submitted to the Superintendent of Schools and the Board for approval.

The major criteria to be employed in the selection of candidates shall be as follows:

- i. Professional Improvement Leave shall be granted with the aim of furthering excellence of instruction in West Vancouver.
  - ii. The selection of candidates shall be based upon the degree to which the granting of such leave will result in an educational benefit to the West Vancouver school system.
  - iii. Professional Improvement Leave shall be granted for the purpose of furthering formal education, of gaining professional experience, or of engaging in other activities approved by the Leave of Absence Committee and the Board.
- c. Application for Professional Improvement Leave shall be made in writing to the Superintendent of Schools who will forward it to the Leave of Absence Committee. The application should include a description of the activity that the teacher proposes to pursue. The recommendation of the Committee shall be submitted to the Superintendent of Schools for Board approval.
  - d. Prior to return to duty, a teacher shall present evidence to the Superintendent of Schools of having engaged in the activity for which leave was granted. Upon such evidence being presented, the teacher shall then be credited with an increment for each year on Professional Improvement Leave.
  - e. When the Board grants a teacher Professional Improvement Leave, it will guarantee to place the teacher on his/her return to the district in a position comparable to the one he/she left. Where possible, the teacher shall return to the position he/she held before going on leave. This guarantee shall be effected by the utilization of temporary teaching appointments.
  - f. The Board reserves the right to reject any or all requests for Professional Improvement Leave when, in the opinion of the Board, such leave would not be in the best interests of the school system.

3. Administrators' Leave of Absence

a. Short Term Leave

The Board may grant two classes of short-term leave for administrators to attend conferences or visit other school districts:

- i. When the administrator represents the Board, 100% of his/her expenses shall be paid by the Board, and a substitute shall be provided so that no reduction in his/her school staff occurs.
- ii. When the administrator goes as an individual, representing himself/herself, only 50% of his/her expenses shall be paid by the Board, but a substitute shall still be provided.

b. Long Term Leave

When the Board grants an administrator leave of a year or more for such purposes as study, travel, exchange, or DND service overseas, it will guarantee to place the administrator, on his/her return to the District, in a position and category at least equivalent to that which he/she occupied when he/she left. This guarantee may be effected by the utilization of an acting administrator. The number of administrative leaves granted at any time shall be the Board's prerogative.

4. Facilitators In-service

In order to stay abreast of curriculum content and teaching strategies in their fields, Facilitators are to table with the Superintendent of Schools annually an in-service plan, such costs of the in-service to be approximately 2.5% of the PA(M) Maximum to be borne by the District.

5. Non-Instructional Days

It is agreed that teachers have a professional responsibility to participate in activities planned for non-instructional days. A teacher who finds the planned activities inappropriate for his/her professional development, should plan his/her own professional development programme for the day. This programme must be approved by the Principal in consultation with the staff committee before the teacher carries out the programme.

H. PROCESS CLAUSES

1. Teacher Assignment

- a. Every effort will be made to allocate the human resources available within the District to satisfy the educational needs of the students to the maximum extent possible.
- b. Preference of individual teachers will be accommodated in their assignment to schools wherever practicable.
- c. Details of all vacant administrative positions shall be circulated throughout the district and may be advertised outside of the school district.
- d. It is mutually agreed between the parties that subject to the provisions of the School Act, and pertinent rules and regulations, all transfers of teachers shall be made in accordance with sound and just management principles.
- e. Assignment to schools shall normally be made for a minimum three-year period unless the teacher is in agreement with a change of assignment within that period.
- f. Teachers are encouraged to broaden their experience by seeking a change of assignment within the District. A change in assignment will in no way affect a teacher's seniority within the District.
- g. The Superintendent of Schools in consultation with District staff, Principals and school staffs shall be responsible for the assignment of teachers to schools.
- h. The assignment of individual teachers within schools will normally be the responsibility of the Principal of that school in consultation with the staff.
- i. Teachers newly assigned to a school staff shall receive an explanation from the Principal or his/her representative of the procedures and practices of the school.
- j. Before applications for vacant teacher positions will be considered as per H.3, all appropriately qualified teachers holding continuing contracts will be assigned:
  - i. Teachers whose school, classroom or department has closed
  - ii. Teachers whose temporary assignments have ended
  - iii. Teachers returning from a Leave of Absence
  - iv. Teachers whose requests for a change of assignment have been approved
  - v. Teachers transferred by the Board

2. Re-engagement of Teaching Staff
  - a. Before applications for vacant teacher positions will be considered, as per H.3, teachers dismissed under Section 153(2) will be re-engaged. Recall decisions shall be based upon qualifications, demonstrated competence, suitability for the position, and seniority.
3. Recruitment of Teaching Staff
  - a. Vacant teaching positions will be filled by the best qualified candidates.
    - i. In addition to demonstrated competence, criteria for selection will include the suitability of the candidate for a particular position as well as the candidate's ability to help achieve the District's goals.
  - b. Vacant positions shall be advertised throughout the District between September 1st and June 30th and, where desirable, outside the District.
  - c. Applications for vacant teacher positions will be considered in the following order:
    - i. Teachers on temporary appointment
    - ii. Teachers on the substitute list who previously held temporary appointments in the District
    - iii. Other teachers on the substitute list
    - iv. other teachers
4. Teacher Appointment
  - a. All appointments shall be made according to the School Act.
  - b. Principals shall be consulted on the selection and assignment of staff to schools.
  - c. Where practical, a teacher at the time of his/her appointment shall be notified by the Principal of the nature of the assignment.
  - d. Newly-appointed teachers shall be made aware of the District's goals and shall receive a copy of the Teaching and Working Conditions Agreement and the Salary Agreement, etc.
  - e. The Board and the W.V.T.A. shall design and provide an orientation programme for teachers newly appointed to the District.

5. Transfers Initiated by the Board

- a. Transfers shall be made for educational reasons.
- b. Discussion with the teacher regarding the proposed transfer shall occur.
- c. The teacher and the Principal concerned shall be notified in writing of the transfer.
- d. If the teacher so wishes he/she may request a meeting with the Superintendent. One other member of the W.V.T.A. may attend the meeting.
  - i. At the request of the teacher, the reason for effecting the transfer shall be given in writing.

6. Transfers Initiated by the Teacher

- a. Teachers wanting to transfer are encouraged to submit the request in writing to the Director of Educational Administration by April 15th.
- b. The teacher and the Principal concerned shall be notified of the decision in writing as soon as possible.
- c. If the transfer cannot be effected, the teacher may request a meeting with the Superintendent. One other member of the W.V.T.A. may attend the meeting.
  - i. At the request of the teacher, the reason for not effecting the transfer shall be given in writing.

7. Transfer of Administrators

- a. The Superintendent shall be responsible for the transfer of administrators,
- b. Included in the criteria that will be considered are:
  - i. The needs of the schools and the District
  - ii. The compatibility of his/her administrative style with those of other administrators in the same school
  - iii. Opportunities for professional growth
  - iv. The individual's wishes
- c. Where possible, transfers of administrators will be completed by April 1st.



8. Reports on Teachers by Principals (Refer to School Act Regulations 95, 96, 97)
- a. A teacher shall be shown a draft of any written report by a principal on his/her performance before the official report is filed with the Superintendent of Schools so that the teacher may have the opportunity of pointing out any technical errors.
  - b. A report written on a teacher shall include an assessment of the learning situation in the teacher's classes and shall include constructive suggestions and advice for improvement where appropriate.
  - c. A teacher, within seven days of receipt of a principal's report on his/her work, may request in writing a hearing with the principal making the report. A copy of this request shall be sent to the Superintendent of Schools.
  - d. Within seven days of receipt of this written request, the principal making the report shall set a date for a meeting of the teacher, the principal, and the superintendent of Schools. At which time the report shall be discussed. At the request of either party. the President of the W.V.T.A. or his/her delegate shall attend the meeting.
  - e. If in the assessment. the teacher's performance is considered to be less than satisfactory. consideration should be given by the parties to a change of assignment.
  - f. When a report indicates that the teacher has an area of weakness. it shall be the teacher's duty to ask for appropriate remediation. i.e. from the services provided by the W.V.T.A., the Superintendent of Schools' Office and the B.C.T.F.
9. Visits to Teachers New to the District
- An initial supervisory visit by a person authorized to do so should take place within three months after commencement of teaching duties. If weaknesses are noted, they should be discussed orally with the teacher and. if advisable. given in writing. Specific suggestions for improvement should be given.
10. Probationary Appointments (Refer to School Act Regulations 59, 60, 61)
- a. Before a teacher is placed on probation. the teacher shall be called in for discussions with the Superintendent of Schools, Director of Instruction. and Principal. to consider the weaknesses recorded in the teacher's official reports.

- b. Any teacher placed on probation will be advised to consult with and utilize the services of the W.V.T.A., the Superintendent of Schools' office and the B.C.T.F., in order to seek a remedy to the apparent weaknesses.
- c. The teacher shall be entitled to have the President and/or one other member of the Association attend the interview, as outlined in Regulation #60.

11. Reports on Teachers by the Superintendent of Schools

(Refer to the School Act, Section 6 (1) (k) and (l).

I. LEAVE OF ABSENCE

I. Procedures

When a teacher desires or is required to be absent from duty, it is expected that the following procedures will be followed:

<u>Reasons for Absence</u>	<u>Teacher's Procedure</u>	<u>Principal's Responsibility</u>
Illness (brief periods as covered in the Act - Section 125)	Phone substitute office and on return to duty complete "Absence Form for Teachers" and return to Principal	Forward "Absentee Form for Teacher" and "Form for Substitutes" to Secretary-Treasurer of School Board
Bereavement Attendance at Funeral Jury or witness Duty court Appearances Examinations University Convocation Public or Civic Duty BCTF or WVA Business Detached Duty	Contact Principal. phone substitute office and on return to duty complete "Absentee Form for Teachers" and return to Principal	As for Illness
Circumstances beyond Teacher's Control Personal Reasons All other Reasons	Contact Principal. phone substitute office and on return to duty complete "Absentee Form for Teachers". Follow with a letter to Leave of Absence Committee, which will make recommendations to the Board. (All information in such letters will be treated in strictest confidence.)	As for Illness

<u>Reasons for Absence</u>	<u>Teacher's Procedure</u>	<u>Principal's Responsibility</u>
Maternity Adoption Leave Study Illness beyond Sick Leave Entitlement	Apply in writing (through the Principal) to the Superintendent of Schools, for per- mission to be absent, giving the reason for the request.	Principal will minute the application and forward to the Superintendent of Schools. On being advised of approval of application, he/she will notify appli- cant and proceed as for illness.

2. short Term Leaves

a. Leave of Absence without Salary Deduction

<u>REASON FOR ABSENCE</u>	<u>LIMITATIONS</u>
ILLNESS (within the limits of accumulated sick leave)	No deduction for the duration of the accumulated sick leave up to the statutory maximum of 120 days in any one school year, where such maximum is applicable.
ACCIDENT	Treated as illness unless the accident is covered by Workers' Compensation. in which case the Board shall pay the teacher his/ her full salary and the teacher will forward his/her W.C.B. pay- ments to the Board as long as his/ her accumulation of sick leave permits. Deductions from sick leave shall be that fraction of a day required to supplement W.C.B. payments.
BEREAVEMENT	To a maximum of five days in the case of the death of a wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, or any other close relative if living in the same household. Where the physical arrangements for the funeral cannot be accomplished in this period. written application shall be made to the Leave of Absence Committee and the Board may grant a longer period of time.

REASON FOR ABSENCE

LIMITATIONS

FUNERALS

One-half day: or one full day if circumstances require. If more than one half day is required, reasons must be indicated on the teacher's absentee form.

STUDY

The last 5 days in June are allowed for approved study providing the teacher has completed all necessary "year-end duties" required by the principal of the school. Application for such leave must be addressed, through the principal to the Superintendent of Schools, prior to June 10th.

UNIVERSITY CONVOCATION

One-half day to a teacher to receive a University degree or to be present when a member of his/her immediate family receives a degree.

EXAMINATIONS

One day to a teacher to undergo an examination in a subject related to his/her teaching qualifications.

B.C.T.F. OR TEACHERS'  
ASSOCIATION BUSINESS

At the superintendent of Schools' discretion leave, beyond the limits set out by Regulation #56, will be granted upon the request of the B.C.T.F. or the West Vancouver Teachers' Association. The B.C.T.F. or W.V.T.A. will pay the cost of the substitute.

REASON FOR ABSENCE

LIMITATIONS

	<p>For the purpose of salary negotiations, conciliation, or arbitration. the W.V.T.A. may have a maximum of three representatives for each meeting at no cost to the Association. If the Association wishes more than three to attend. the Association will meet the cost of the additional substitute teachers.</p>
JURY OR WITNESS DUTY	<p>Granted to a teacher for such time as his/her presence is required by the court, if required for jury duty or subpoenaed as a witness. Jury or witness fees received must be paid to the Board.</p>
PUBLIC OR CIVIC DUTY	<p>At the Superintendent of Schools' discretion leave will be granted to a teacher elected to a public body within School District NO. 45 (Vest Vancouver) for the purpose of fulfilling his/her responsibilities as a member of that body.</p>
ADOPTION	<p>If circumstances require. a teacher may have two days off with pay at the time of the adoption of his/her child.</p>
PATERNITY	<p>If circumstances require, a teacher may have two days off with pay at the time of the birth of his child.</p>
CITIZENSHIP COURT	<p>A teacher who is becoming a Canadian Citizen shall be granted such time to attend the Court, as the Court requires.</p>

MARRIAGE A teacher may have one day of leave with pay on the occasion of his/her marriage, and up to two more consecutive days if the teacher pays the cost of the substitute.

b. Leave of Absence with a Salary Deduction

<u>REASON FOR ABSENCE</u>	<u>RATE OF DEDUCTION</u>
ILLNESS	A teacher shall receive his/her normal salary until his/her accumulated sick leave runs out. For absence beyond this point, the normal rate of deduction shall be 1/200th of the teacher's annual salary for each day absent.
COURT APPEARANCES	At the cost of a substitute, if a teacher is party to a court action.
CIRCUMSTANCES BEYOND TEACHER'S CONTROL	On the recommendation of the Leave of Absence Committee, leave granted at the cost of a substitute up to a maximum of 5 days.
ALL OTHER REASONS	The normal rate of deduction shall be 1/200th of the teacher's annual salary for each day absent.

3. Long Term Leaves

- a. When the Board grants a teacher leave, it shall endeavour to place the teacher on his/her return to the district in a position comparable to the one he/she left. Where possible, the teacher shall return to the position he/she held before going on leave. This placement may be effected by the utilization of temporary appointments.
- b. If all parties concerned are in agreement as to the placement of the teacher on leave when he/she returns, a person with a continuing appointment may be used to fill the position.
- c. The letter sent to the teacher offering a temporary appointment should state the name of the teacher being replaced.

- d. A teacher on leave shall notify the Board. by March 31st of the year following the granting of the leave of absence, of his/her intention to return to the District.
- e. The Principal must receive a copy of all requests for leave of absence.

Types of Long Term Leave

i. Maternity Leave

- a. A pregnant teacher shall apply for and be granted leave of absence, without pay, as set out in the Employment Standards Act (Part 7),
- b. A teacher may commence maternity leave at any time during the pregnancy.
- c. A teacher granted maternity leave. under Item (a). who does not return to continuous employment. shall be granted an extension of her maternity leave, without pay, for any period of time up to the end of that school year. The teacher may return to duty at any time during the school year in which maternity leave is granted provided that written notice of her intention to return to duty is given at least one month prior to the date of her return.

d. Extended Maternity Leave:

- i. A teacher granted leave, under Item (a) above, may apply for an extension of that leave. The Leave shall be granted as Extended Maternity Leave.

ii. Extended Maternity Leave will:

- 1. be granted for a four-month period (September 1st to December 31st) or a ten-month period (September 1st to June 30th);
- 2. provide the teacher with priority for employment in her area of competence over new applicants;
- 3. Teachers granted Extended Maternity Leave. who wish to return to employment effective September 1st, must apply on or before March 31 of the calendar year in which they wish to return. Teachers wishing to return to employment effective January 1st must make application on or before October 30th in the preceding calendar year.

- e. Depending on the provisions of the Employment Standards Act up to 24 weeks increment credit will be given for the period during which a teacher is on maternity leave.

ii. Adoption Leave

- a. A teacher anticipating the adoption of a child may apply for, and shall be granted, leave of absence without pay.
- b. A teacher who wishes leave of absence under this section shall write a letter to the Superintendent of schools as soon as he/she receives notice from the agency handling the adoption that he/she has been accepted for the adoption of a child. The teacher shall then commence Adoption Leave upon receipt of the child. Such leave shall normally be granted for the remainder of the school year in which the leave commenced.
- c. A teacher who has been granted Adoption Leave shall normally inform the Board in writing no later than March 31 of the school year in which the leave commenced of his/her intention to return to duty the following September. If the leave commences after March 31, the teacher shall inform the Board of his/her intentions at the time the leave commences.
- d. Extended Adoption Leave  
A teacher who has been granted Adoption Leave may apply for an extension of that leave. The leave shall be granted as Extended Adoption Leave. Such leave may be granted for a four-month period (September 1 to December 31) or a ten-month period (September 1 to June 30). The teacher shall request Extended Adoption Leave either before March 31 of the school year he/she has commenced Adoption Leave, or if Adoption Leave commences after March 31, at the time the leave commences.
- e. A teacher who has been granted Extended Adoption Leave shall inform the Board in writing no later than March 31 of his/her intention to return to duty the following September of the school year in which Extended Adoption Leave was taken.
- f. Up to 18 weeks increment credit will be given for the period during which a teacher is on Adoption Leave.



iii. Personal Leave of Absence

- a. After each five years of service in the District, a teacher may apply to the Leave of Absence Committee for full-time Personal Leave for whatever reason he/she wishes.
- b. Full-time Personal Leave will be granted for a period of not more than one year and shall be without salary.
- c. A full-time teacher who, prior to March 31st, requests to teach part-time commencing the following school year, shall be granted the request to teach part-time provided the assignment is compatible with the organization in the district.

A teacher may request an extension of his/her part-time assignment for up to three consecutive years.

After three consecutive years on part-time assignment the teacher shall opt, by March 31st, to accept a continuing part-time appointment or revert to a continuing full-time appointment. Up to three consecutive years of part-time leave of absence shall constitute one year's personal leave.

A teacher, who accepts a part-time assignment at the request of the Superintendent of Schools, will not be considered to be using any personal leave.

iv. Service Overseas with Department of National Defence

- a. Applications from teachers for D.N.D. must be made to the Leave of Absence Committee before October 1st of the year preceding the school year in which the D.N.D. leave is to be taken.
- b. Teachers with five years of service in the school district are permitted to apply to the D.N.D. for overseas service and shall be granted leave of absence if selected.

J. TEACHER EXCHANGE

This section shall be administered by the Leave of Absence Committee.

1. Domestic Exchange

The Board shall encourage domestic exchange by permitting as many teachers as possible to take advantage of this opportunity.

2. Foreign Exchange

- a. Information regarding opportunities for exchanging a position should be obtained from the Registrar, Ministry of Education, Victoria, B.C.
- b. Applicants must have completed 5 years of service in the West Vancouver School District.
- c. Each application will be approved conditionally upon the suitability of the qualifications of the incoming exchange teacher.
- d. No teacher will be allowed to go on exchange for more than two consecutive years.

K. INSURANCE OF TEACHER'S PERSONAL PROPERTY

The Board shall make compensation to a teacher who suffers loss or damage to personal equipment or teaching aids brought to school for use in teaching duties, provided that:

- a. each article has been registered with the Principal at the beginning of the time it is kept in the school, and a realistic estimate of value recorded at time of registration:
- b. the loss or damage is not the result of negligence on the part of the teacher claiming compensation.

L. BUDGET DISCUSSIONS

The prime and final responsibility for setting the Budget rests with the Board, assisted by such other Advisory Committees as the Board may deem appropriate.

Teacher involvement regarding the allocation of resources shall be encouraged.

The objective shall be to have consultation regarding resource allocation occur as close to service delivery as possible.

Prior to the submission of the provisional and final budgets to the Ministry of Education, the Finance Committee of the Board and its appointees shall meet with the representatives of the W.V.T.A. to receive and discuss the recommendations of the Association regarding the preparation of the Budget.

The Board shall provide to Association representatives as much information as is needed and at the same time is practical, so as to be able to improve the process of budgetary discussion.

As certain matters contained in the Budget are of a confidential nature, e.g. estimates of salary increases, the Board in its sole discretion shall determine what specific budgetary information shall be made available to Association representatives.

M. DEPARTMENT CO-ORDINATORS IN SECONDARY SCHOOLS

1. The services of department co-ordinators shall be provided in each secondary school if the Board allocates monies in its budget for this purpose.
2. The manner of selection of a department co-ordinator shall be a matter of decision for each school.
3. A teacher selected as a department co-ordinator shall hold that position for a period of one year. This term, however, may be renewed for further one year periods, subject to prior review by the members of the department, the staff committee, and the Principal.
4. The duties of the department co-ordinators shall be determined by each school and may include the following:
  - a. To work with the members of the department in the development of a consistent educational philosophy.
  - b. To organize, in co-operation with the members of the department, the subject matter to be taught.
  - c. To work with department members in selecting new courses to be offered and to co-ordinate curriculum organization.
  - d. To be aware of, and to acquaint members of the department with, course changes, Ministry of Education circulars, in-service opportunities, supplementary texts, other publications, new techniques, and teaching aids.
  - e. To co-ordinate term work, resources, and facilities where more than one teacher is involved with a course.
  - e. To promote, and assist the members of the department in, a continuing co-operative scheme of evaluation of objectives, methods, and techniques employed in the department.
  - g. To establish, in conjunction with department members, budget priorities for supply and equipment needs, and to inform department members of the status of the accounts on a regular basis.
  - h. To co-ordinate the requisitioning, distribution and care of equipment, supplies and materials for the department.

- i. To be involved in the selection of new personnel for the department, and to assist teachers new to the school or to the department.
  - j. To undertake such other duties as shall be determined by the specific needs of the department.
5. Each department shall be allowed to use the amount of the department co-ordinators' allowance (as provided for in Schedule "C" of the current collective agreement between the Board and the Association) in any manner that either pays directly for the service or pays for alternative services which would free members of the department to provide the services of a department co-ordinator. (For example, the funds may be used to buy aide-time or marker-time.) The manner in which a department decides to provide the services of a department co-ordinator shall be subject to the approval of the Principal in consultation with the staff committee.

N. CURRICULUM DEVELOPMENT FUND

- 1. A fund shall be established annually by the Board to facilitate curriculum development in the district. The fund shall be administered by the Curriculum Development Committee to be made up of three persons appointed by the Curriculum Management Group and three persons appointed by the Association.
- 2. The policies and procedures used by the Curriculum Development Committee shall be subject to consultation of both the Curriculum Management Group and the Executive of the Association.
- 3. The expenditures of monies from the fund shall be subject to the approval of the Curriculum Management Group, who shall provide the Board with an Annual Report.

O. OBLIGATIONS OF TEACHERS

- 1. Beyond providing the regular instruction of each school day, each teacher covered by this Agreement shall endeavour to be actively involved in:
  - a. supporting school functions and activities which enhance the learning environment of the school and which promote student participation in co-curricular activities:
  - b. supervising students in such a manner that respect for school property, respect for other people and respect for themselves is reinforced:
  - c. establishing and maintaining co-operation and understanding between the school and parents:

- d. establishing and maintaining co-operation and understanding between the school and the community;
  - e. keeping abreast of current educational thought and practice.
2. Beyond providing the regular instruction of each school day, each teacher covered by this Agreement shall provide, to the extent that time permits, educational advice and instructional assistance to the individual pupils assigned to him/her.
  3. When on school premises or engaged in school activities, teachers shall conduct themselves so as to:
    - a. enhance the dignity of the teacher as an individual and as a professional;
    - b. provide an example to the student of acceptable social behaviour in keeping with the aspirations of the community;
    - c. motivate and assist the student to become a self-sufficient, respected member of society and his community; and
    - d. maintain and enhance the student's respect for himself, for his community, for the school and for the teacher.

P. IMPLEMENTATION, REVIEW AND APPEAL

A member or committee of the Association has the right to appeal any decision related to the interpretation or implementation of provisions in this Agreement. Procedure for appeal should be as follows:

1. An administrator or teacher who wishes to file an appeal shall inform the staff Committee in writing of the nature of the appeal.
2. The staff Committee and the school Principal shall review the situation in an attempt to solve the problem to the mutual satisfaction of the parties involved.
3. If a solution to the problem cannot be found, the staff Committee shall refer the matter to the Learning Conditions Committee of the Association and the Superintendent of schools for resolution.
4. If a mutually agreeable solution to the problem cannot be found by the superintendent and the Learning Conditions Committee, the appeal shall then be heard by a Review Committee composed of two members of the Association, and two members of the Board.
5. The recommendation of the Review Committee shall be submitted to the Board for final decision in the matter.

APPENDIX "A" (committees) is part of this Agreement.

The Corporate Seal of the Board of School Trustees of School District No. 45 (West Vancouver) was hereunto affixed in the presence of: )  
)  
)  
)

---

Chairperson

---

Secretary-Treasurer

The Corporate Seal of the west Vancouver Teachers' Association was hereunto affixed in the presence of:

---

President

---

Chairperson

Dated this 30th day of June 1983

APPENDIX "A"

COMMITTEES

I. The Learning conditions Committee

A Learning Conditions Committee shall consist of W.V.T.A. members who are charged with the responsibility of negotiating changes in the Teaching and Working Conditions Agreement and with ensuring that the terms of the Agreement are carried out.

The Committee shall work for the establishment of optimum learning conditions in School District No. 45 (West Vancouver).

2. Leave of Absence Committee

The Leave of Absence Committee shall consist of W.V.T.A. members, appointed by the Executive of the W.V.T.A., and the Superintendent of Schools or his appointee.

The Committee shall meet monthly with the Superintendent of Schools to make recommendations to the Superintendent of Schools and through him to the Board on matters arising from Sections G-2, I and J.

3. Professional Development Committee

The Professional Development Committee shall consist of 2 representatives of the W.V.T.A., 1 representative of the W.V.T.A. Administrators Group, and 1 representative appointed by the Superintendent of Schools. The Committee shall make recommendations under Section G-1 of this Agreement.

4. Liaison committee

The Liaison Committee will meet at the request of either party to discuss matters of mutual concern and shall be comprised of Members of the Board and Table Officers of the W.V.T.A.,.