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COLLECTIVE AGREEMENT

between

**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 38 (RICHMOND)**



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and

SCOTT MORGAN
PERSONNEL & EMPLOYEE RELATIONS MANAGER

SCHOOL DISTRICT No. 38 (RICHMOND)
7811 GRANVILLE AVENUE, RICHMOND, B.C. V6Y 3E3



THE RICHMOND TEACHERS' ASSOCIATION

JULY 1, 1990 to JUNE 30, 1992

ENTERED

5/27/92

JUL - 6 1992

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COLLECTIVE AGREEMENT

This Agreement made and entered into this 19th day of FEBRUARY, A.D. 1991.

BETWEEN: The Board of School Trustees of School District No. 38 (Richmond), a corporate body established pursuant to the School Act, RSBC 1979, C375. (Hereinafter called "the Board")

AND The Richmond Teachers' Association, a trade union pursuant to the Industrial Relations Act, RSBC 1979, C212 (Hereinafter called "the Association")

PREAMBLE

The parties **recognize** and support the purposes of this Agreement to be:

- a) to set forth the terms and conditions of employment agreed to between parties;
- b) to promote harmonious relations between the Board and the Association;
- c) to set forth mechanisms for the expeditious settlement of disputes which may arise as to the application or interpretation of the Agreement without interruption of services or stoppage of work; and
- d) to encourage cooperation through **collegial** decision making in providing efficient quality education services to the pupils in the District.

This Agreement is made pursuant to and governed by the School Act and Regulations, and the Industrial Relations Act. In case of any conflict between this Agreement and those Acts and Regulations made thereunder, those Acts and Regulations shall prevail. Further, terms used in this Agreement defined in those Acts shall have the meanings defined in those Acts.

Should an amendment to any statute or regulation render any part of this Agreement unenforceable or null and void, the remainder of the terms of the Agreement shall continue and in that event, the parties shall meet to determine mutually acceptable provisions which will achieve the original intent of the Agreement to the full extent legally possible.

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

Article 1 - TERM OF AGREEMENT

- 1.1 The term of this agreement shall be July 1, 1990 to June 30, 1992, and from year to year thereafter unless either party, within four (4) months immediately preceding the date of **expiry** of this Agreement (June 30, 1992 or any subsequent June 30 if this Agreement is not renegotiated) by written notice, requires the other party to commence collective bargaining.
- 1.2 In the event that the parties are unable by the **expiry** date of this Agreement to conclude a Collective Agreement for the subsequent period, the terms and conditions provided for in this Agreement will continue to have full force and effect until a subsequent Agreement is reached, and without prejudice to the provisions of the new Agreement.
- 1.3 The operation of Section **66(2)** of the Industrial Relations Act is specifically excluded from this Agreement.
- 1.4 There shall be no interruption of normal instructional services or stoppages of work or work to rule or other strikes or lockouts so long as the Agreement continues to operate, without prejudice to the right of either party to take action permitted under Part 5 of the Industrial Relations Act.

Article 2 - ASSOCIATION RECOGNITION

- 2.1 Subject to relevant legislation, the Board **recognizes** the Association as the exclusive bargaining agent for the negotiation of all terms and conditions of employment of all continuing contract, temporary contract, probationary and substitute teachers, area counsellors, head teachers, curriculum coordinators, program coordinators, resource teachers, learning services teachers, speech/language pathologists and clinicians, and psychologists employed by the Board.
- 2.2 All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Association and its provincial **organization**, the British Columbia Teachers' Federation.
- 2.3 The Board agrees to deduct dues, fees and levies from the salaries of all members covered by this agreement as advised by the Association and the British Columbia Teachers' Federation and to remit the same to the respective bodies by the fifteenth (15th) of the month following such deductions.
- 2.4 All new teachers covered by this agreement will be required to complete at the time of hiring the membership and assignment of fees form supplied by the Association. Completed forms shall be forwarded to the Association no later than fifteen (15) calendar days following the date of receipt.

Article 3 - MANAGEMENT RIGHTS

3.1 The Association **recognizes** the right and responsibility of the Board to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, except as otherwise specifically provided in this agreement or applicable legislation and provided such rights and responsibilities are not exercised capriciously or arbitrarily.

Article 4 - RELEASE TIME

4.1 President's Release

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4.1.1 The Board **hereby agrees** to release the President of the Association from teaching duties **for one** year with option for renewal.

4.1.2 In the event of illness the President of the Association shall be granted sick leave. The Vice-President of the Association or a delegated person shall be granted leave of absence to replace him/her when such replacement is deemed to be necessary by the Association. The Association shall pay the costs of a substitute teacher, for the period of such replacement, to the Board.

4.1.3 The Board will continue to pay the President his/her salary and to provide benefits as specified in the agreement. The Association will reimburse the Board for such salary and benefit costs upon receipt of a monthly statement.

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

4.1.5 The teacher returning to full teaching duties from a term or terms as President shall be assigned to the position held prior to the release unless otherwise agreed to by the teacher. If the said position has been eliminated due to school closure or declining **enrollment** the teacher will be offered a comparable grade level and subject area assignment to that previously held.

4.2 Release Time for Association, Federation or College Business

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4.2.1 The Board **agrees** to release, with pay, teachers **covered** by this Agreement, selected or appointed, to work for the Association, the British Columbia Teachers' Federation, the Canadian Teachers' Federation and the British Columbia College of Teachers, subject to the Board being reimbursed for the cost of required substitute teachers. Seven (7) days notice should be given whenever possible.

Release time should not exceed twenty (20) working days except for teachers participating in contract negotiations, grievance or arbitration hearings as provided for in Article 11 (Grievance Procedure) of this Section.

4.2.2 The Board agrees to grant leave of absence without pay to teachers elected or seconded as officers or staff to the Association, the British Columbia

Teachers' Federation, the Canadian Teachers' Federation or the British Columbia College of Teachers.

4.2.3 For purposes of pension, experience, sick leave and seniority credit, teachers elected or seconded according to Clause 4.2.2 of this Article, shall be deemed to be in the full employ of the Board. Further, when a teacher is elected or seconded to the Association, the provisions of Clauses 4.1.3 and 4.1.4 of this Article will apply.

4.2.4 A teacher elected or seconded under the provisions of Clause 4.2.2 of this Article shall be entitled, on written notice, at least one month prior to the commencement of the school term or semester, wherever possible, to return to employment with the Board effective the commencement of that term or semester and shall be entitled to an assignment with a comparable grade level and subject area to that previously held.

4.3 Leave for Contract Negotiation and Grievance and Arbitration Hear-

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4.3.1 Effective July 1, 1991, release time with pay shall be provided for up to five (5) authorized representatives of the Association for the purpose of Collective Agreement negotiations. Substitute costs shall be paid by the Board for up to fifteen (15) days per representative in any set of negotiations.

4.3.2 Release Time with pay shall be provided for a designated Association Representative to participate in Grievance meetings with representatives of the Board or of the Joint Grievance Committee.

Whenever possible such meetings shall be conducted outside instructional hours. If such meetings occur during instructional hours at the request of an Administrative Officer or Board official substitutes, if required, will be provided at the cost of the Board.

4.3.3 Release time with pay shall be provided for a designated Association Representative to participate in an Arbitration Hearing provided the Association reimburses the Board substitute costs.

Article 5 - ASSOCIATION USE OF BOARD FACILITIES AND RESOURCES

5.1 The Association shall have access, following established procedures, without cost, to District facilities, services and equipment for the purposes of communication with the membership and Association business or activities, providing the Board bears no additional cost.

Article 6 - STAFF REPRESENTATIVES

6.1 The Chief Staff Representative or designated Staff Representative in each school shall convene in the school, outside of instructional hours, meetings of members to conduct Association business.

SECTION A

- 6.2 Release time with pay shall be provided for the Chief Staff Representative or designated Staff Representative to be present upon request at a meeting between a teacher and an Administrative Officer or Board official.

Whenever possible such meetings shall be conducted outside instructional hours. If such meetings occur during instructional hours at the request of the Administrative Officer or Board official substitutes, if required, will be provided at the cost of the Board.

- 6.3 Release time with pay shall be provided for the Chief Staff Representative or designate to participate in an arbitration hearing provided the Association reimburses the Board substitute costs.

Article 7 - ACCESS TO INFORMATION

- 7.1 The Board, upon request of the President of the Association or designate, agrees to furnish, within a reasonable period of time, information concerning the district financial resources and district professional staff. The nature of such information shall be in keeping with past practice and shall include:

- a. Financial information including annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks, and statements of final determination and other information available to the public.
- b. Professional teacher information including a list of teachers, showing their names, addresses, phone numbers, a seniority list, a staff school assignment list and a temporary teacher employment journal.
- c. Notifications of job postings, transfers, reassignments, hirings, resignations, retirements, teacher deaths, dismissals, suspensions and less than satisfactory evaluations as they occur.
- d. Agendas and minutes of all regular Board meetings and all attachments thereto at the time of distribution to the Board.

Article 8 - PICKET LINE PROTECTION

- 8.1 All teachers covered under this Agreement have the right to refuse to cross or work behind a picket line established by a trade union unless such picket line is declared illegal by the Industrial Relations Council or the courts.
- 8.2 Failure to cross such a picket line shall not be considered a violation of this Agreement nor shall it be cause for disciplinary action by the Board.
- 8.3 Any teacher failing to report for work under this Article shall ~~be~~ considered to be absent without pay.
- 8.4. Teachers covered under this Agreement shall not be directed by the Board to do work or carry out duties normally performed by Board employees locked out or engaged in a legal strike except for emergency matters which would present an immediate threat to the health and safety of students.

Article 9 - COPY OF AGREEMENT

9.1 The Board shall provide every teacher with a printed copy of this agreement as soon as possible following the **finalization** of the Collective Agreement.

Article 10 - STAFF ORIENTATION

10.1 Within **60** days of the commencement of a new school term, all teachers new to the staff of the Board will be offered an orientation provided by the Board. The orientation will acquaint new teachers with the basic operation of the school district. The President of the Association or designate will be invited to participate in the orientation.

Article 11 - GRIEVANCE PROCEDURE

11.1 Where a difference arises between a teacher and the Board or between the Association and the Board related to the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is **arbitrable**, it shall be finally and conclusively resolved in the following manner without stoppage of work.

11.2 Procedure

Step 1

A teacher, or the Association on behalf of the teacher, alleging a grievance shall, without **delay**, but within twenty **(20)** working days of:

- i) when the alleged violation occurred, or
- ii) when the teacher ought reasonably to have known it occurred,

first discuss the grievance with the immediate supervisor or Board official concerned and shall attempt to resolve the grievance. The teacher may be accompanied by a representative named by the Association.

Step 2

Within a further five **(5)** working days, the grievance shall be referred in writing, by the President of the Association, to the Superintendent of Schools. The written grievance shall provide full details and identify the provision of the Agreement allegedly violated. The Superintendent of Schools or designate shall meet with the President of the Association or designate, the **grievor** and, where appropriate, the immediate supervisor to attempt to resolve the grievance.

Should the grievance not be resolved within five **(5)** working days of such a meeting then the Association may refer the matter to Step 3.

Step 3

Within a further five **(5)** working days, the grievance shall be referred in writing, by the President of the Association, to the Joint Grievance Committee. This Committee shall be composed of two representatives of the Board assigned by the Superintendent of Schools and two representatives of the Association assigned by the Association. The Joint Grievance Committee shall meet within seven **(7)** working days of the receipt of the grievance and attempt to resolve the matter to the satisfaction

of both parties. The Association and the Board shall have the opportunity to make submissions to the Joint Grievance Committee on the matter.

Should the grievance not be resolved within ten (10) working days of the meeting, then either party may refer the matter to Step 4.

Step 4

Within a further fourteen (14) working days, the party proceeding with the matter shall notify the other party that the grievance will be referred for final determination to arbitration pursuant to Clause 11.3 of this Article. The decision of the arbitrator or the arbitration board or a majority thereof shall be rendered within sixty (60) calendar days of the hearing and shall be binding upon the Board, the Association and the teachers concerned.

11.3 Arbitration

- 11.3.1 The party referring the grievance to arbitration shall notify the other party in writing and shall propose the name or names of persons acceptable to it as arbitrator. The parties shall agree upon an arbitrator within ten (10) working days of such notice.
 - 11.3.2 Nothing in this agreement shall prevent the parties from mutually agreeing to submit a grievance to a three person arbitration board instead of a single arbitrator.
 - 11.3.3 In the event that a three person arbitration board is selected, then:

The Arbitration Board shall consist of three members, one (1) to be selected by the Board, one (1) to be selected by the Association, and a third mutually acceptable person who will act as Chairperson of the Arbitration Board to be chosen by the two (2) persons thus selected within ten (10) working days of their appointment.
 - 11.3.4 In the case of a sole Arbitrator, where the parties cannot agree on the name of an Arbitrator either party may, within ten (10) working days of a referral of a matter to arbitration, request the Minister of Labour to make the appointment.
 - 11.3.5 In the case of a three-member Arbitration Board, where one party fails to appoint a nominee within ten (10) working days of referral of a matter to arbitration, either party may request the Minister of Labour to make the appointment.
 - 11.3.6 Where both parties appoint nominees, but cannot agree on the name of a chairperson within ten (10) working days of the last nominee's appointment, either nominee may request the Minister of Labour to appoint a chairperson.
 - 11.3.7 Each party will bear fifty (50) per cent of the cost of arbitration meeting facilities and arrangements and of the fees and expenses of the sole Arbitrator or chairperson. Each party will be responsible for the full costs, fees and expenses of their nominee, advocate, witnesses, etc.
- 11.4 Either the Board or the Association may submit, in writing at any time, grievances of general application at Step 3 of the Grievance Procedure.

SECTION A

- 11.5 The time limits herein may be extended by mutual agreement in writing.
- A request for a time limit extension for reasons of the unavailability of the **grievor** and/or Association representative during school vacation periods shall be considered legitimate grounds for extending the stated time limits by the length of time the individual is not available.
- 11.6 All discussions and correspondence concerned with the Grievance Procedure shall be without prejudice.
- 11.7 The Board agrees that, after a grievance has been initiated, the Board's representatives shall not enter discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved member without the consent of the Association. Furthermore, teachers covered by this Agreement shall be required to follow the procedures laid down in this Article to resolve their grievance and shall not approach trustees or officials or use other channels to further their grievance.
- 11.8 Whenever possible meetings held under this Article shall be conducted outside instructional hours. If such meetings occur during instructional hours at the request of an Administrative Officer or Board official substitutes, if required, will be provided at the cost of the Board.
- 11.9 No teacher shall suffer any form of discrimination or discipline by the Board as a result of his/her having filed a grievance or for having taken part in any proceedings under this Article.

Article 12 - EXCLUSIONS FROM THE BARGAINING UNIT

- 12.1 Any position as defined in Article 2 of this Section that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
- 12.2 Notwithstanding Clause 12.1 of this Article and in accordance with Section D, Article 13.1.1 of this Collective Agreement, in any school with a Head Teacher and more than **5.0 FTE** teachers, the Board may redesignate the position to that of Administrative Officer.
- 12.3 The Board shall notify the Association of any new educational job classification offered in the district and submit to the Association offices a written job description of the new position(s).
- 12.4 Newly created job classifications or reclassified positions except those excluded under the Industrial Relations Act, or those with responsibilities for evaluation of teachers as provided for in the School Act and Regulations, shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.

Article - BOARD-ASSOCIATION LIAISON

- 13.1 The Board and the Association **recognize** that, under the School Act and under the School Act Regulations, it is the Boards responsibility to establish and to maintain policies and regulations to govern educational practices in the School District.
- 13.2 The Board and the Association **recognize** the desirability of maintaining and, when necessary and possible, improving present School District policies and regulations adopted or approved by the Board.
- 13.3 The Board and the Association **recognize** that, before the Board revises present policies and regulations which are directly concerned with learning conditions of students and/or the working conditions of teachers or before the Board adopts or approves new policies or regulations which directly affect learning and teaching conditions, such policies or regulations will be discussed with the Association through-the Board/Association Liaison Committee in order to obtain the Association's point of view. Further, the Board and the Association agree that matters of concern to either party that are not covered by this Collective Agreement will be discussed with the Association through a Board/Association Liaison Committee. 6/1
- 13.4 The Board and the Association **recognize** the need for meetings of the Board/Association Liaison Committee (Superintendent, Secretary-Treasurer, and/or their appointees, two Trustees, the President of the Association, the Vice-President of the Association, Learning Conditions Committee Chairperson, Bargaining Committee Chairperson or their appointees and one other member of the Association) which should be held at least once every two months, unless otherwise agreed (normally on the third Wednesday of October, December, February, April and June).
- 13.5 The President of the Association and the Superintendent shall meet at least one week prior to the Board/Association Liaison Committee meeting to set and agree on an agenda for that meeting.
- 13.6 The minutes of each meeting will be mutually agreed upon by the Board **Secretary-Treasurer** and the Association President, or their designates, and then circulated by the Board to each Association Chief Staff Representative and School Principal.

Article 14 - STAFF COLLEGIAL COUNCIL

- 14.1 The Board and the Association endorse the concept of a Staff **Collegial** Council to be established by September 30 in each school.

14.1.1 Support Services Personnel

For **purposes** of this Article, Support Services personnel reporting to the Superintendent of Schools or designate shall be considered to be a school staff and may establish a Staff **Collegial** Council pursuant to this Article.

In the event that a recommendation of the Support Services **SCC** is in conflict with a recommendation of a school **SCC**, the recommendation of the school **SCC** shall prevail,

- 14.2 The size and membership of the Staff **Collegial** Council shall be determined by the staff and shall include two (2) school-based Administrative Officers.
- 14.3 The Staff **Collegial** Council shall operate without taking away from the duties and responsibilities of the school principal as set out in the School Act and Regulations. The Council may make recommendations to the staff, subject to Board goals, policies and regulations and the provisions of this Collective Agreement. The Council may perform the following functions:
- a. Review and make recommendations on the basis of sound educational process, class composition and class size, the **utilization** of staff including the use of auxiliary staff, to facilitate the most effective **utilization** of staff resources at the school level.
 - b. Study and make recommendations, as necessary on:
 - i. Educational objectives and philosophy of the school.
 - ii. Changes in curriculum offerings, school **organization**, timetabling, the use of new teaching techniques, media, materials or equipment.
 - iii. School policies with respect to student evaluation and report procedures.
 - iv. Professional development programs and non-instructional days.
 - v. School regulations, routines and policies.
 - vi. The most effective use of school financial resources.
 - vii. Any other policy or procedural matter relating to the operation of the school exclusive of personnel or Association business.
 - c. To review and make recommendations upon the request of a teacher, the teacher's assignment with regard to:
 - i. Suitable **instructional assignment**.
 - ii. Class size issues other than violations of the maximums pursuant to Article **D-2** of this Agreement.
 - iii. Suitable class composition
 - iv. An adequate supply of learning materials.
 - v. Time to plan, and prepare for class and individual instruction, peer coaching, professional development and consultation and reporting to students and parents.
 - vi. Adequate physical requirements and auxiliary staff.

14.4 Procedures

- 14.4.1 The Staff **Collegial** Council shall be elected at least annually in accordance with procedures established by the staff.
- 14.4.2 A teacher shall be elected Chairperson of the Council by secret ballot.
- 14.4.3 Regular council meetings shall be held throughout the year, an agenda shall be prepared by the chairperson in consultation with the senior administrative officer and published prior to the meeting and a record of the proceedings shall be distributed.
- 14.4.4 Decisions and/or recommendations of the council shall be made by consensus or by a two thirds majority vote of the votes cast.
- 14.4.5 A quorum of the Staff **Collegial** Council shall be determined by the school staff and shall include one administrative officer.

14.4.6 Meetings of the School Staff shall be called for the purpose of consideration or ratification of Council recommendations.

14.5 Implementation of Council Decisions and/or Recommendations

14.5.1 Staff Collegial Council decisions and/or recommendations which have been ratified by a two thirds majority secret ballot vote of the votes cast shall be binding on all members of the staff upon implementation.

14.5.2 Should the school administration choose not to implement a Staff Collegial Council decision or staff recommendation, reasons shall be provided to the Council chairperson within seven (7) working days. Such reasons shall, upon request be in writing.

Should the Council wish to pursue the matter further, a written request to the senior administrative officer for a meeting may be made by the Council chairperson within seven (7) working days. The meeting, to be called within ten (10) working days of delivery of the request, shall include the chairperson of the council, the President of the Association, the senior administrative officer of the school and the Director of Instruction - Administration or designate. Following the meeting, the senior administrative officer of the school shall render a decision in writing.

14.5.3 Should the meeting referred to in Clause 14.5.2 of this Article fail to resolve the matter, the issue in question may be referred in writing by the Council chairperson to the Superintendent of Schools, or his designate, who shall within seven (7) working days render in writing, a final and binding decision.

14.6 It is agreed that the subject of this Article, as itemized in Clause 14.3, the decision of the senior administrative officer in Clause 14.5.2 and the decision of the Superintendent, or designate, in Clause 14.5.3, is specifically excluded from the provisions of Article 11 (Grievance Procedure) of this Section.

A 5 - TEACHER ASSISTANTS

15.1 All teacher assistants employed by the Board to assist teachers in carrying out their responsibilities and duties under the School Act and Regulations shall be assigned to classes and/or students by the Principal and shall be assigned specific duties by the teacher during the designated periods of time. Teachers shall not assume employment supervision responsibilities for teacher assistants.

15.2 Teacher assistants shall not assume the instructional duties and responsibilities of teachers pursuant to School Act Section 17(1), 17(2), and School Regulation 4.

NOTE: See Appendix A - Duties of Teachers

15.3 Teacher assistants shall not assume whole class instructional responsibilities when a teacher is absent from the classroom but may continue small group instructional assistance as specified by the teacher.

Article 16 - NO CONTRACTING OUT

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- 16.1 Except as provided for in Regulation 5 (6), all work performed by members of the bargaining unit as part of their regular duties and responsibilities as enumerated in the School Act, shall continue to be performed only by members of the bargaining unit. The Board shall not contract out duties of the type and kind that would normally and regularly be performed by members of the bargaining unit.

SECTION B - SALARY AND ECONOMIC BENEFITS

Article 1 - REMUNERATION

1.1 The schedule attached to this agreement shall form a part thereof, and shall prevail and govern during the term of this agreement (Schedule 'A' - Basic Salary Grid.)

1.1.1 Effective July 1, 1989 the Salary Grid shall be amended by having the dollar value of experience level 0 equal to the dollar value of experience level one.

1.2 A part time teacher's salary shall be pro-rated from a full time teacher's salary.

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Article 2 - PLACEMENT ON SALARY GRID

2.1 A teacher's salary shall be determined by placement on the salary grid adjusted to accord with the percentage of teaching assignment stipulated in the terms of employment. Placement on the salary grid shall be determined by Article 3, Educational Qualifications and Article 4, Teaching Experience.

2.2 At the time of appointment, the Board shall advise the teacher, in writing, of the documentation required to establish initial salary grid placement, the requirement to advise the Board if any delay is expected in meeting the deadlines and the procedures for redesignation and appeal of any decision with respect to salary grid placement.

2.3 Each teacher shall submit all documentation required by the Board to establish salary grid placement. The teacher shall be responsible for advising the Board, in writing, if delays occur in obtaining the documentation.

2.4 The Board shall not refuse a reasonable written request for extension of the time limits. The Board shall advise the teacher in writing when any required documentation has not been received.

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

2.6 In the event that a teacher wishes to appeal his/her placement on the salary grid, for category and/or experience, the teacher must apply in writing to the Superintendent or designate for adjustment. In the event that the matter is not satisfactorily resolved, the teacher may refer the matter in writing to the Grid Placement Committee for final disposition.

The Grid Placement Committee shall be comprised of the President of the Association and the Superintendent of Schools or their designates.

Article 3 - EDUCATIONAL QUALIFICATIONS

3.1 At the time of initial appointment or re-employment teachers shall be placed on the category scale assigned them by the Teacher Qualification Service.

SECTION B

- 3.2 Teachers who receive Teacher Qualification Service approval for a reclassification to a higher category shall receive the higher salary effective September 1st, providing their application, including a copy of a revised TQS card and latest university transcript has been submitted to the office of the Superintendent by November 30th of that school year or, January 1st providing their application, including a copy of a revised TQS card and latest university transcript has been submitted to the office of the Superintendent by March 31st of that school year.
- 3.3 Notwithstanding Clause 3.1 and 3.2 and subject to the conditions which follow, teachers with Category 5 and 15 units of acceptable credit shall be paid on the Category 5 + 15 Scale and teachers with Category 6 and 15 units of acceptable credit shall be paid on the Category 6 + 15 Scale.
- 3.3.1 Credits have been earned after the date which the Teacher Qualification Service indicates was the date when the qualification for Category 5 or Category 6 was earned.
- 3.3.2 (a) Credits have been earned;
- i. for Category 5 + 15 scale in senior university courses numbered 300 (U.B.C. equivalent) or higher.
 - ii. for Category 6 + 15 scale in senior university courses numbered 300 (U.B.C. equivalent) or higher, 6 units of which are numbered 500 (U.B.C. equivalent) or higher.
- (b) Credits may be given for prerequisite courses to a maximum of three units or for a Technical School program providing;
- i. the Grid Placement Committee has given approval before the course or program has been undertaken.
 - ii. the senior level courses for which the prerequisites were approved are taken.
- 3.3.3 Application, along with supporting documentation, for placement on Category 5 + 15 scale or for payment of Category 6 + 15 scale must be submitted to the Grid Placement Committee.
- 3.3.4 Salary increases resulting from placement on the Category 5 + 15 scale or Category 6 + 15 scale will be paid effective September 1st providing application has been made before November 30th, or January 1st providing application has been made before March 31st of that year.
- 3.3.5 Credits from different universities shall be equated according to the following formula:
1 UBC unit = 2 SFU semester hours = 3 WWU quarter hours
- 3.4 Notwithstanding Clause 3.1, 3.2 and 3.3, a teacher who successfully completes a Masters Degree program but fails to acquire Teacher Qualification Service Category 6 will be paid a bonus equal to one-half the difference between Category 5 and Category 5 + 15 at Step 5, in addition to their category scale placement assigned by the Teacher Qualification Service.
- 3.5 Notwithstanding Clause 3.1 and 3.2 teachers employed on Letters of Permission from the Ministry of Education or the College of Teachers shall be paid on the Category 4 scale and teachers employed with EB/License qualifications shall be paid on the Category 3 scale to a maximum of experience level 8.

Article 4 TEACHING EXPERIENCE

- 4.1 Full increment credit will be granted for appropriately certified full-time teaching experience acquired while employed as:
- a. A teacher in a public school system as defined in the appropriate legislation in Canada, the Commonwealth and the USA.
 - b. A member of the staff or a teacher in any Canadian Commonwealth or US Faculty of Education or Federal, Provincial or State Ministry of Education.
 - c. A teacher in a private **school in** Canada which receives public funding under legislation similar to the Independent School Support Act of British Columbia.
 - d. Other teaching experience where the Grid Placement Committee determines the experience to be equivalent to that of experience gained in a, b and c above.
- 4.2 A full year of increment credit will be granted for each year of service as a member of a Commonwealth Armed Forces during the Second World War or in the theatre of action during the Korean War.
- 4.3 Teachers of I.E. and Chef Training and approved Career Preparation Programmes will be granted one half year increment credit to a maximum of five years for each year of apprenticeship training and/or trade experience provided that the training and/or experience has been gained in the major area being taught.
- 4.4 Increment Credit Procedures**
- 4.4.1 The anniversary date on which teaching experience shall be credited for all teachers is the first day of September.
- 4.4.2 Verified experience credit for continuing and temporary contract teachers covered by this Agreement will be received upon initial appointment to the District for each full month of said experience, or major portion thereof rounded to the nearest tenth of a year, earned according to Clause 4.1 of this Article.
- 4.4.3 After initial appointment to the District, experience credit for temporary and continuing contract teachers while in the employ of the Board will be received for each full month of said experience or major portion thereof rounded to the nearest tenth of a year for the period September 1 to June 30 of each year until the maximum number of increments has been obtained.
- 4.4.4 Continuing and temporary contract teachers on a part-time assignment shall receive experience credit according to the portion of a full time teacher's assignment that they work. Such experience will be credited annually in accordance with Clause 4.4.1 of this Article.
- 4.4.5 Notwithstanding clause 4.4.2 and 4.4.3 of this article, teachers covered by this agreement seconded to Post-Secondary Educational Institutions, the Ministry of Education and/or the College of Teachers for one or more academic years shall receive **10** months experience credit for each such year.
- 4.5 Absence while on paid sick leave, **BCTF** Salary Indemnity Plan and to a maximum of eighteen (18) weeks maternity leave in accordance with the maternity leave Section of the Employment Standards Act shall carry full experience credit.

- 4.6 Full **time** service to the Association and/or the British Columbia Teachers' Federation, shall carry full experience credit. Part time service shall be credited according to Clause 4.4.4 of this Article.

Article 5 - SUBSTITUTE TEACHERS' PAY AND BENEFITS

5.1 Salary

Substitute teachers with valid **B. C.** Teaching Certificates will be paid as follows:

- a. Effective July 1, 1990 - a daily rate of salary calculated at 1/235 of Category 4 (**min**) inclusive of annual holiday pay,
- b. Pro-rated for:
 - i. 1.0 per diem salary for a full day assignment in the same school.
 - ii. .6 per diem salary for a morning assignment.
 - iii. .5 per diem salary for an afternoon or Kindergarten assignment.
 - iv. the per diem salary for partial day assignments which exceed the normal duration of a morning or afternoon assignment shall be adjusted upward accordingly.
 - v. the maximum daily rate available for a substitute shall not exceed 1.0 per diem.
- c. On scale, determined by the substitute teachers' **T.Q.S.** placement plus **recognized** experience, retroactive to the first day of the assignment and upon completion of the sixth (**6th**) day of continuous substitution for the same **teacher**.
- d. **Bi-weekly**, all wages earned for the pay period inclusive of allowances in lieu of benefits. To be implemented no later than September 1, 1991.

5.2 Length of Service

- a. When a substitute teacher is reassigned to the same substitute teaching assignment within two (**2**) days of having served six (**6**) or more consecutive days in that assignment, the assignment shall resume, as if it had not been interrupted.
- b. Non-instructional days occurring during an assignment of seven (**7**) or more consecutive days shall count as a day of work, provided the substitute teacher is in attendance and carries out professional duties. A substitute teacher on a long-term assignment who does not attend a non-instructional day shall not be paid for that day. Non-instructional days shall not count as a break in service in an assignment regardless of the length of the assignment or time at which the non-instructional day occurs.
- c. A substitute teacher's long term assignment shall not be considered broken by:
 - i. a non-instructional day
 - ii. a strike or lockout
 - iii. the substitute teacher's illness for one day provided a substitute is still required in that position

5.3 Benefits

During a long term substituting assignment, a substitute teacher may be absent on sick leave without pay for a period not exceeding 1 & 1/2 days per month pro-rated, and shall continue, on return to his/her assignment, to be paid at the rate applicable

for long term placement. Such periods of permitted absence shall not accumulate and shall not be transferred from one assignment to another assignment.

Article 6 - ASSOCIATED PROFESSIONALS

- 6.1 Associated professionals such as speech/language pathologists and clinicians and psychologists shall be paid in accordance with the salary schedule established in Section B, Article 2 (Placement on Salary Grid).
- 6.2 Placement on the salary grid shall be determined by the Grid Placement Committee and:
 - a. at the category which is most nearly equivalent to the category of teachers based on years of university-level training in the discipline, and
 - b. at the experience level as determined by Article 4 of this Section.
- 6.3 Salary placement upon request for reclassification shall follow the timelines as stated in Article 3.2 of this Section.
- 6.4 All other terms and conditions of employment established in this agreement shall apply to associated professionals.

Article - POSITIONS OF SPECIAL RESPONSIBILITY

7.1 Job Descriptions

The Board, in consultation with the Association through Board/Association liaison will draw up job descriptions for all Positions of Special Responsibility, including, but not limited to, Head Teachers, Coordinators, Resource Teachers, Teacher Consultants, Psychologists and Area Counsellors. These descriptions shall be the **recognized** job descriptions for such positions.

7.2 New Positions

The Board, in consultation with the Association through Board/Association liaison and with reference to Section A, Article 12.3, shall prepare a new job description whenever a new Position of Special Responsibility is created or whenever the duties of any such position are changed. When such a position is created or changed, the allowance, if applicable, shall be subject to negotiations between the Board and the Association.

7.3 Elimination of Positions

Existing positions of special responsibility shall not be eliminated or changed without prior agreement with the Association as per Article 12.4 of Section A. The Board retains the right to not re-fill a position of special responsibility at the end of a given term.

7.4 Allowances

The following positions of special responsibility shall receive allowances as listed. Each allowance, expressed as a percentage of the P.A. Masters Maximum Grid Category, shall be in addition to the grid placement.

- a. Psychologists & Area Counsellors 7%
- b. Head Teachers 6%

SECTION B

- c. District Curriculum Coordinators
(fulltime) 10%
(part time) 7%
- d. District Program Coordinators
(full time) 10%
(part time) 7%
- e. School Curriculum Coordinators 2 - 5%
As determined by the particular school's **organization.**

Notes:

- 1. Junior Secondary Schools - Effective July 1, 1991: the total allocation for School Curriculum Coordinator's allowances shall not exceed **25%** of P.A.M.A. Max.
- 2. Senior Secondary Schools - Effective July 1, 1991: the total allocation for School Curriculum Coordinator's allowances shall not exceed **30%** of P.A.M.A. Max.

Article 8 - TEACHER IN CHARGE

- 8.1 In each school one or more teachers shall be appointed Teacher In Charge from members of the staff who are interested in the position.
- 8.2 In the event that all administrative officers assigned to the school are absent from the school for a 1/2 day or more, the Teacher in Charge may be requested to assume the duties specified in this Article for periods not exceeding five (5) consecutive days at any one time. Absences of Administrative Officers for more than five(5) consecutive days shall be filled by an acting appointment to the vacant position.
- 8.3 The Teacher in Charge shall strive to assure that the safety of students and the security of the school are maintained, and shall deal with such emergent matters as may arise with assistance as requested from the district office staff. Routine attendance recording and information reporting as required shall be maintained. However, the Teacher in Charge shall not be responsible for major administrative or managerial duties, and specifically shall not have supervisory responsibilities in relation to other teachers.
- 8.4 While acting as Teacher in Charge, for a half-day or more, the teacher shall be provided with sufficient substitute teaching time to be relieved of his/her teaching duties. In circumstances where a substitute is not provided, the teacher shall not be called from regular duties except in emergencies.

Article 9 - FIRST AID

- 9.1 The Board shall pay an annual allowance to a qualified teacher who agrees to act as a designated First Aid attendant in a school:

-\$100 to a teacher who holds a valid Emergency (SOFA) First Aid Certificate ,or

-\$200 to a teacher who holds a valid Standard First Aid Certificate, or

-\$300 to a teacher who holds a valid Industrial First Aid Certificate, and

reimburse the teacher for the cost of the course fees subject to the successful completion of the course. It is the responsibility of the teacher to apply for this reimbursement and provide proof of completion.

Article 10 - PART MONTH PAYMENT AND DEDUCTIONS

10.1 The calculation of a day's pay for salary deduction purposes shall be 1/200 of current annual salary for each day of absence.

Article 11 - NO LOSS OF SALARY

11.1 No teacher shall suffer a reduction in salary as a result of implementation of this contract.

Article 12 - PAY PERIODS

12.1 Teachers shall be paid in **10** monthly instalments, with a mid-month advance of **50%** of their net salary except for the month of December. Such mid-month advances will normally be paid on the teaching day closest to the **15th** of the month. The month end payment will be made on the last teaching day in the month. For the month of December teachers will receive a single monthly instalment on the last teaching day of the month.

12.1.1 This salary shall be inclusive of statutory holiday and vacation pay.

Article 13 - BENEFITS

13.1 General

13.1.1 Benefits incorporated in this Article apply to Temporary and Continuing Contract teachers covered under this Agreement.

13.1.2 The Board shall provide each teacher, at the time of employment, with an application or **enrollment** form for participation in all benefit plans that are considered to be a condition of employment.

13.1.3 The Board shall inform all new teachers of optional benefit plans and shall provide an opportunity for enrolling in these plans.

13.1.4 If a teacher receives benefit coverage through their spouse they may apply for an exemption from the plan. All applications for opting out of or exemption from participation in benefits shall be kept on file by the Board.

13.1.5 Participation in the benefit plans shall be compulsory for all continuing and temporary teachers covered by this Agreement save

and except when the teacher has similar coverage under a spouse's plan for the benefits in Clauses 13.2.2, 13.2.3 or 13.2.4 of this Article.

- 13.1.6 Upon the request of a teacher, the Board shall provide information concerning the following:
 - a. The benefit plans in which the teacher is enrolled and the cost to the Board and the teacher.
 - b. The optional benefit plans available to the teacher and the cost of participation.

13.1.7 The Board shall assist the teacher in claiming benefits under the various benefit plans by providing the necessary application forms and the name and address of the carrier.

13.2 - Benefits - Coverage and Cost Sharing

13.2.1 Life Insurance

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- a. The Board shall pay one hundred per cent (100%) of the cost of premiums of a group life insurance plan which shall provide life insurance in an amount approximately equal to four times annual earnings. Participation in the plan is considered to be a condition of employment.
- b. An Accidental Death and Dismemberment Plan shall be made available by the Board to all teachers on a voluntary basis.

13.2.2 Medical Services Plan

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The Board shall pay eighty-five per cent (85%) of the cost of the premium for the B.C. Medical Services Plan.

Effective July 1, 1991, the Board shall pay eighty per cent (80%) of the cost of the premium for the B.C. Medical Services Plan.

13.2.3 Extended Health Benefits

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The Board shall pay eighty-five per cent (85%) of the cost of premiums of an extended health benefits plan which shall include:

- a. medically advised speech-therapy,
- b. hospital co-insurance coverage,
- c. maximum lifetime benefit payable to any one member or dependent shall be \$100,000,
- d. any other coverage options that may be available at no additional cost.

Participation in the extended health benefit plan is contingent upon participation in the Board's group of the Medical Services Plan under Clause 13.2.2 above.

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Effective July 1, 1991, the Board shall pay ninety per cent (90%) of the cost of premiums of an extended health benefits plan which shall include:

- a. medically advised speech therapy,
- b. hospital co-insurance coverage,
- c. maximum lifetime benefit payable to any one member or dependent shall be \$500,000,

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- d. vision care providing a benefit of \$150 per 24 month period
- e. any other coverage options that may be available at no additional cost.

"D"

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Dental Plan

The Board shall pay eighty-five per cent (85%) of the cost of premiums of a dental plan which shall include:

- Plan A - 80 per cent
- Plan B - 50 per cent
- Plan C - 50 per cent

The maximum lifetime payment under Plan C shall be \$1500 lifetime per member, spouse or dependent child effective September 1, 1989.

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Effective July 1, 1991, the Board shall pay ninety percent (90%) of the cost of the premium and the maximum life-time payment under Plan C shall be \$2500.

13.2.5 Death Benefit

In the event of the death of a teacher who, at the time of death had served the Board continuously for six months and has received salary from the Board or BCTF SIP Short Term Benefits during any of the immediately preceding three (3) calendar months, the Board shall pay one month's salary to the widow or widower of the deceased, or to the estate if there be no widow or widower. This sum shall be paid in addition to any amount earned by the deceased up to the date of death. The Board shall also maintain the teacher's benefit plans (Medical, Extended Health, Dental) for a sixty (60) day period following death if so required by the widow or widower.

13.2.6 Continuation of Premiums

Where a teacher is on medical leave of absence the Board will pay its share of the premiums for the following benefits :

1. Medical Services Plan
2. Extended Health Benefits Plan
3. Group Life Insurance
4. Dental Plan

while the teacher is in receipt of BCTF Salary Indemnity Plan (Short-term) Benefits and to a maximum of one year while the teacher is in receipt of BCTF Salary Indemnity Plan (Long-term) Benefits.

13.2.7

The selection of benefit plans for teachers including all benefits covered in Section B, Article 13 of this Agreement shall be determined by the Board following consultation with the Association. The Board shall provide the Association with information available to the Board regarding all benefit plans covered in Section B, Article 13 of this Agreement.

Article 14 - UNEMPLOYMENT INSURANCE/SIP REBATE

14.1 The Board shall remit semi-annually, in July and January, to the BCTF (Salary Indemnity Plan) the teachers' share of the savings resulting from reduced Unemployment Insurance Premiums.

Article 5 - LOSS OR DAMAGE

15.1 Vandalism of Vehicles

Teachers covered by this Agreement shall be reimbursed up to one **hundred** dollars (\$100.00) deductible for insurance plans on vehicles which may be damaged through vandalism at a school function or other school building. Claim forms shall be available from the school office. Original receipts will be required.

SECTION C - EMPLOYMENT R I -**Article 1 - EMPLOYMENT CONTRACTS**

- 1.1 Subject to the provisions of this Agreement, appointments to the teaching staff of the district shall be on a continuing contract except:
- a) temporary appointments; and
 - b) substitute assignments.
- 1.2 Continuing appointments shall be defined as a contract in force year to year, subject only to:
- a) the Board's right to dismiss pursuant to Section C, Article 2 of this Agreement;
 - b) resignation or retirement of the employee;
 - c) the employee ceasing to be a member of the College of Teachers;
 - d) the employee no longer having a valid and subsisting B.C. Teaching Certificate.
- 1.3 Temporary appointments shall be defined as a contract which is in force for a specific duration or purpose which shall begin and end in the same school year subject only to:
- a) the Board's right to dismiss pursuant to Section C, Article 2 of this Agreement;
 - b) the employee ceasing to be a member of the College of Teachers;
 - c) the employee no longer having a valid and subsisting B.C. Teaching Certificate;
 - d) resignation or retirement of the employee.
- 1.4 Temporary Appointments**
- 1.4.1 The Board may appoint teachers to temporary contracts in the following circumstances:
- a) to replace a teacher during that teacher's leave of absence, for more than 40 consecutive days, not to exceed one year.
 - b) where a teaching position exists for less than a school year.
- 1.4.2 The Board agrees to provide to the Association, no later than November 1 in any school year, a list of teachers hired on temporary contract for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
- 1.4.3 Teachers who are employed by the Board on full time temporary contracts of eight (8) months or more duration shall be evaluated and, upon completion of their current temporary contract, be entitled to further available temporary contracts provided they are certified, possess the necessary qualifications and have received a satisfactory report.
- 1.5 Conversion to Continuing Contract**
- 1.5.1 Teachers who are certified, possess the necessary qualifications and have not received a less than satisfactory report shall have their temporary contracts converted to continuing upon:
- a) the completion of more than one (1) year of continuous full time aggregate employment with the Board, or:

- b) the completion, within a period of four (4) years, of two (2) F.T.E. years of aggregate employment with the Board. For the purpose of **this** clause, each temporary **contract shall** be at least three (3) months in length, or:
- c) the completion of two (2) years of continuous employment with an assignment of **0.4 F.T.E.** or greater in each year.

1.6 Probation

- 1.6.1 During the first nine (9) months of a teacher's continuing employment with the Board, the teacher may be placed on probation subject to the following provisions:
 - a) An evaluation, pursuant to Section E Article 4 of this Agreement has resulted in a report that the teaching performance is less than satisfactory.
 - b) Subsequent to such a report, and prior to any decision to place the teacher on probation, the teacher and the Association shall be notified that the Board is considering such action, and the teacher, who shall be accompanied by a representative of the Association, shall have an opportunity to meet with the Superintendent or Designate.
 - c) Once a teacher has been placed on probation, a plan to assist the teacher in overcoming the deficiencies identified in the report will be formulated jointly by the Principal and the teacher and will be made available as soon as possible. The Association shall be notified by the Board of the proposed plan. An additional resource person may be provided with the agreement of the teacher. A reasonable period of time for improvement of performance, not less than forty (40) working days, shall be provided.
- 1.6.2 No teacher shall be placed on probation save for reasons related to the performance of educational duties.
- 1.6.3 No teacher who has, within a period of two (2) years, received a satisfactory evaluation for a temporary appointment in the district shall be placed on probation.
- 1.6.4 In the event that the Board places a teacher on probation, it shall provide written reasons to the teacher.
- 1.6.5 The maximum period of probation shall be eight (8) teaching months.
- 1.6.6 During the period of probation, the requirements of Section C Article 2.5 (Dismissal Based on Performance) shall not apply, but the Board shall not dismiss the teacher unless:
 - a) A further evaluation pursuant to Section E Article 4 (Evaluation of Teachers), written by the Superintendent, Deputy Superintendent, Assistant Superintendent, Director of Instruction, or District Coordinating Principal and commencing following the completion of the plan of assistance, indicates that the teaching performance is less than satisfactory.

- b) Subsequent to the receipt of the report, the Board gives written notice to the teacher and the Association that it is considering dismissal of the teacher, and the teacher, who shall be accompanied by a representative of the Association shall have an opportunity to meet with the Board.
- c) The Board, subsequent to such meeting, give the teacher at least one (1) month's notice of dismissal or pay in lieu of notice. The notice shall contain the reasons for the action.

1.6.7 No employee shall be dismissed pursuant to this article except for just and reasonable cause.

Article 2 - DISCIPLINE AND DISMISSAL

- 2.1 The Board shall not discipline or dismiss any teacher bound by this agreement except for just and reasonable cause.
- 2.2 Differences respecting disciplinary action and dismissal shall be subject to the Grievance Procedure in Section A, Article 11 of this Agreement.
 - 2.2.1 Dismissal grievances may be initiated at Step 4 of the Grievance Procedure (Arbitration).
 - 2.2.2 Notwithstanding Clause 11.3.1 of the Grievance Procedure dismissal grievances shall be submitted to a three person arbitration panel.
- 2.3 The teacher shall be advised by the Board's representative of his/her right to be accompanied by a representative of the Association at any meeting in connection with any allegation that could reasonably result in disciplinary action or dismissal.

2.4 Discipline and Dismissal for Misconduct

- 2.4.1 Where a teacher is under investigation by the Board for any cause, the teacher and the Association shall be advised in writing of that fact and of the nature of the allegations as soon as possible unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event the teacher shall be notified at the earliest reasonable time and before any action is taken by the Board. The teacher shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such an investigation.
- 2.4.2 The Board, though it may discipline, ~~&@ neither suspend~~ (unless the Superintendent of Schools is of the opinion that the welfare of the students is threatened by the presence of the teacher and may suspend the teacher, with pay) nor dismiss any person bound by this agreement unless it has held a meeting of the Board with the teacher entitled to be present, in respect of which:
 - a. The teacher and the Association shall be given at least seventy two (72) hours' notice of the meeting,
 - b. at least forty eight (48) hours prior to the meeting, held under Clause 2.4.2, (above), both parties shall exchange all documents that will be considered at the meeting.
 - c. at least twenty four (24) hours prior to the meeting held under Clause 2.4.2 (above), the teacher, or Association on behalf of the

teacher, may file a written reply to the allegations prior to the meeting.

- d. At the meeting, the teacher shall be accompanied by a representative and/or advocate appointed by the Association, they shall be entitled to hear all of the information presented to the Board, to receive copies of all documents placed before the Board, to ask questions of clarification or procedure and information and to provide any information necessary to meet the case presented by Board Officials.
- e. The meeting referred to herein, may be waived by mutual agreement in writing.
- f. The foregoing shall not be interpreted as preventing the Board from holding a meeting under **2.4.2** at which disciplinary action will be contemplated.

2.4.3 Where a teacher is suspended, with pay, due to the Superintendent of Schools being of the opinion that the welfare of the students is threatened by the presence of the teacher, the Board shall, before taking any disciplinary action, hold a meeting in accordance with the foregoing provisions, unless the right to such a meeting is waived by the Association in writing.

2.4.4 Where the Board suspends a teacher without pay who is charged with an offence that the Board considers renders the teacher unsuitable to perform his/her duties, the teacher shall be reinstated with full pay for the period of such suspension if the teacher is subsequently acquitted of the charges and the Board determines through an investigation pursuant to **2.4.2** above, that there were insufficient grounds for disciplinary action. In the event that the teacher grieves the disciplinary action, the arbitrator shall have final authority for the recovery of salary.

2.4.5 A decision of the Board pursuant to Article **2.4.2** or **2.4.3** Section **122.3** of the School Act shall be communicated in writing to the teacher and the Association and shall contain a statement setting out the grounds for the decision.

2.4.6 The Board will consult with the Association and will attempt to agree with the Association on the release of information to the media or the public with respect to the suspension or dismissal of a teacher. However, the board reserves the right to release such information which it considers must be released in the public interest.

2.5 Dismissal Based on Performance

2.5.1 Except as provided in Article **1.6** of this section, the Board shall not dismiss a continuing contract teacher for reasons of less than satisfactory performance except where the Board has received three consecutive (3) reports pursuant to Section **E**, Article 3 of this Agreement indicating that the learning situation in the class or classes of the teacher is less than satisfactory.

2.5.2 The reports referred to in Clause **2.5.1** of this Article shall be prepared pursuant to Section **20 (3)** of the School Act and regulations **4, 5** and **6** of the School Regulations and in accordance with the process established in Section **E**, Article 3 (Evaluation of Teachers) of this Agreement, and in accordance with the following conditions:

SECTION C

- a. the reports shall have been issued in a period of not less than ten **(10)** months or more than twenty-four **(24)** months. The three reports shall be based upon the teacher's performance during not less than three **(3)** school terms. A school term shall be defined as the period of September 1 to December **31** or the period of January 1 to June **30** of any school year.
 - b. at least one of the reports shall be a report of the Superintendent of Schools, the Deputy Superintendent of Schools, an Assistant Superintendent or a Director of Instruction.
 - c. the other two reports shall include only reports of:
 - i. the Superintendent of Schools, the Deputy Superintendent of Schools, or an Assistant Superintendent.
 - ii. a Director of Instruction
 - iii. a District Coordinating Principal;
 - iv. the principal of a school to which the teacher is assigned;
 - d. no more than two reports may be written by any one evaluator.
- 2.5.3** After the first less than satisfactory report, a plan to assist the teacher in overcoming the deficiencies identified in the report will be formulated jointly by the Principal and the teacher and will be made available as soon as possible. The Association shall be notified by the Board of the proposed plan. An additional resource person may be provided with the agreement of the teacher. A reasonable period of time for improvement of performance, not less than forty **(40)** working days, shall be provided. This period of time shall be excluded from the twenty-four **(24)** months referred to Clause **2.5.2(a)**.
- 2.5.4** Where a teacher receives a first or second less than satisfactory report, the teacher may:
- a. request a transfer for the subsequent school year only once. Such a request will not be unreasonably denied, or
 - b. request and be granted leave of absence without pay of up to one **(1)** year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation(s) shall be undertaken within the balance of the twenty-four **(24)** months exclusive of the leave of absence period. Unless otherwise mutually agreed the commencement and termination dates of such leave of absence shall coincide with the beginning and end of school terms.
- 2.5.5** Where a teacher receives a less than satisfactory report, any absence that is greater than ten **(10)** consecutive days in duration shall be excluded from the twenty-four **(24)** months referred to in Clause **2.5.2.a** of this Article. If the length of absence exceeds sixty **(60)** consecutive working days then the evaluation process will not resume for at least twenty **(20)** working days after return to teaching duties, all of which shall be excluded from the twenty-four **(24)** months referred to in Clause **2.5.2(a)** of this Article.
- 2.5.6** Where the Board intends to dismiss a teacher on the grounds of a less than satisfactory teaching situation, it shall no later than thirty **(30)** days prior to the end of the school term notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and his/her representative to meet with the Superintendent and the Board within seven **(7)** days of such notice.

- 2.5.7** Where, subsequent to the meeting referred to in Clause **2.5.6** (above), the Board decides to dismiss a teacher pursuant to this Article, it shall issue notice of dismissal at least fourteen (**14**) days prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.
- 2.5.8** It is the intent of both parties to this Agreement that no evaluation or any other action taken in accordance with Section C Article 2 of this Agreement will fail merely because of a technical error. For purposes of this section a technical error shall mean either an error in procedure, a clerical error or a simple mistake which could not reasonably detract from the evaluation or other action.

2.6 Medical Examination Procedures

- Ca 9.1*
- 2.6.1** Where the Board requires a teacher to undergo an examination under Section **110** of the School Act, the process shall be as follows:
- a. The teacher and the Association shall be advised in writing that the examination is required pursuant to that section, and of the possible consequences of the examination as set out in the Act;
 - b. the medical practitioner shall be agreed to by the Association, the teacher, and the Board on the recommendation of the school medical officer pursuant to Section **110** of the School Act. In case of failure to agree, the medical practitioner shall be appointed by the Dean of the Faculty of Medicine at **U.B.C.**
 - c. the teacher shall receive a copy of the certificate as well as copies of any report or other information that is received by the Board.
- 2.6.2** Where the certificate shows that suspension of the teacher is warranted, the Board shall, prior to any determination or suspension:
- a. advise the teacher in writing of the particulars,
 - b. advise the Association in writing that a certificate recommending suspension has been issued,
 - c. comply with **2.6.1 (c)** above, and
 - d. hold a meeting with the teacher, at which the teacher is entitled to be represented by a member of the Association and/or counsel, and give the teacher opportunity to be heard and to meet the case presented to the Board.

Arti - EMPLOYMENT - PART TIME

- 3.1** A teacher on continuing contract appointment with a full time assignment may without prejudice to that appointment request a part-time assignment of **0.4 to 0.7 F.T.E.**, and the length of time for which the part-time assignment is requested. The Board will make a reasonable effort to accommodate such a request.
- 3.2** A teacher on continuing contract appointment with a full time assignment may without prejudice to that appointment request a part-time assignment of **0.1 to 0.39 or 0.7 to 0.99 F.T.E.** and the length of time for which the part-time assignment is requested. The Board reserves the right to limit the number of requests granted under this clause.

- 3.3 When the request under clauses 3.1 and 3.2 of this Article is granted by the Board, the teacher shall be entitled to return to a comparable full time assignment at the same school, should such an assignment be available, unless otherwise agreed to by the teacher at the expiration of the period of time for which the Board has made the part time assignment. Should a comparable full time assignment not be available at the same school then the teacher will be reassigned through the posting process pursuant to Section E, Article 2 of this agreement. The teacher may return to a full time assignment at an earlier date or may extend the period of part time teaching, by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
- 3.4 The Board reserves the right to limit the number of part-time teachers. For the school year 1989/90, the maximum number of part-time teachers shall be no more than 25% of the total number of full-time teachers as at February 28, 1989. ($.25 \times 830 = 207$). Upon request, additional part-time assignments in excess of the 25% maximum may be granted by the Superintendent or designate.
- 3.5 Requests for part-time employment shall be received no later than March 31st in any year, Each request will be date-stamped and considered in chronological order until the maximum set in Clause 3.4 (above) is reached.
- 3.6 The Board reserves the right to determine if any Positions of Special Responsibility, as defined in Section B Article 7, are to be assigned on a part-time basis.

Article 4 - JOB SHARING

4.1 Definition

Job Sharing is defined as any mutually accepted arrangement between two (2) teachers sharing one full time position in a manner which meets the educational objectives of the School and District and the approval of the Principal, the Superintendent and the Board.

4.2 Procedure Guidelines

- a. Any two (2) teachers in the District may make a mutual application to the Principal in whose school the Job Sharing position would exist. A copy of this application is to be forwarded to the Superintendent of Schools or designate.
- b. Applications may be made only by continuing contract teachers presently employed in the District or who are on the recall list.
- c. Teachers interested in job sharing are to make their intentions known to the Superintendent of Schools or designate by March 15th.
- d. Applications are to be teacher initiated.
- e. Teachers in a school requesting to begin or continue Job Sharing must notify their current Principal and the Superintendent of Schools or designate by March 15th in writing. The commencement or continuation of the Job Sharing assignment shall be subject to the approval of both the Principal and the Superintendent or designate annually.
- f. Teachers wishing to terminate job sharing shall do so only at the end of the school year. If one teacher is unable to continue to the end of the year, or needs a leave of absence for a portion of the year, then the other will be expected to:

- i. take over the full position, or
 - ii. assist in finding a suitable replacement. The replacement teacher must meet the expectations and qualifications required by the principal and the Superintendent or designate.
 - g. When the Job Sharing arrangement is terminated, the partner who formerly held the position retains the same. If neither partner held the position, both will be offered part time or full time assignments in the District.
- 4.3 The Association and the Board will sponsor a meeting each year to allow prospective teachers to meet and sign in the Job Sharing Registry maintained by the Association.
- 4.4 Job Sharing teachers who have a continuing contract appointment/full time assignment shall be deemed to be part-time teachers according to Section C, Article 3.
- 4.5 A Job Sharing Team that has obtained approval for the succeeding school year in a school, in accordance with 4.2(e) above before a principal is appointed to that school shall be allowed to continue for the approved year.

Article 5 - EMPLOYMENT - SUBSTITUTES

5.1 Substitute List

- 5.1.1 The Board shall maintain a list of substitutes who are qualified, possess a valid B.C. Teaching Certificate and have requested to be placed on the list of substitute teachers. The Board shall forward a copy of such a list to the Association and the Staff Representative of each school at the end of September, at the end of November, at the end of Semester break and after Spring Vacation.
- 5.1.2 The Board shall endeavour to limit the list to provide the fullest possible employment of substitutes.

5.2 Substitute Assignment

- 5.2.1 Substitute teachers shall be dispatched for day to day service from a list maintained by the personnel office.
- 5.2.2 The Board shall endeavour to first offer substitute assignments to the persons on the list qualified to teach the assignment, in the following priority:
- a) as requested by the teacher or Administrative Officer
 - b) rotation system
- 5.2.3 The Board may assign persons not on the list to a substitute teaching assignment only in the event that no available person on the list possesses the necessary qualifications for the assignment.
- 5.2.4 Where a teacher has been absent for more than forty (40) consecutive working days, the substitute filling the position will be appointed to a temporary contract retroactive, for experience purposes, to the first day of his/her placement in that assignment, provided he/she has worked forty (40) consecutive days within that assignment.

- 5.2.5 Wherever possible the substitute teacher initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns. However, the Board reserves the right to interview and appoint other candidates in the case of absences extending beyond seven (7) days.

5.3 Performance Assessment of Substitute Teachers

- 5.3.1 After thirty (30) accumulated days, or less if mutually agreed upon, in a school year at any one school a substitute teacher may request a Letter of Assessment from an Administrative Officer that reflects their performance of the duties assigned to them. Such a request must be made to allow time for some observation to take place, and should not be unreasonably refused.

Article 6 EMPLOYMENT AND RE-ENGAGEMENT OF TEACHERS ON CONTINUING CONTRACT

6.1 Principle of Security Based on Seniority & Qualifications

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e The Board and the Association agree that increased length of service in the employment of the Board entitles teachers to commensurate increase in security of teaching employment. For the purpose of staff reductions, therefore, the Board shall retain those teachers who have the greatest seniority provided they possess the necessary qualifications for the positions available.

6.2 Definition of Seniority

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c 6.2.1 In this Article, "seniority" refers to a teacher on 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 the purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.

- 6.2.2 When the seniority of two or more teachers is equal pursuant to Clause 6.2.1 above, the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- 6.2.3 When the seniority of two or more teachers is equal pursuant to Clause 6.2.2 above, 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.
- 6.2.4 When the seniority of two or more teachers is equal pursuant to Clause 6.2.3 above, the teacher with the earliest date and time of offer of employment with the Board shall be deemed to have the greatest seniority.
- 6.2.5 For the purposes of this article, leaves of absence in excess of one month shall not count toward aggregate length of service with the Board, except:
- a. maternity leave;
 - b. educational leave with pay;
 - c. parenthood leave;
 - d. leave for duties with the Association, the British Columbia Teachers' Federation or the College of Teachers.
 - e. **secondment** to the Ministry of Education, a Faculty of a university or pursuant to a **recognized** teacher exchange program;
 - f. long- term sick leave;

- g. leave for teaching with the Ministry of National Defence or Canadian Universities Service Overseas;
- h. leave for elected office at the municipal, provincial or federal level.

6.3 Definition of Qualifications

- 6.3.1 In this Article "**necessary** qualifications" in respect to a teaching position means the possession of a valid teaching certificate for the **Province** of British Columbia and one **(1)** or more of the following:
- a. a university teaching major, or its equivalent directly related to the teaching position, or
 - b. at least one **(1)** full time equivalent year of successful teaching experience in the position or in a similar position, or
 - c. a reasonable expectation based on a teacher's skills, abilities, professional development and overall classroom teaching experience that the teacher will be able to perform the duties of the position (such duties to be determined by the Board) in a successful manner.
- 6.3.2 Subject to the foregoing definition, those Board Officials responsible for teacher assignment will determine whether a teacher has the necessary qualifications for a particular teaching position subject only to **6.4** of this Article.
- 6.3.3 Should a teacher wish to appeal a decision of the Board with respect to having the necessary qualifications for a particular teaching position the teacher shall appeal in writing to the Qualifications Committee within ten **(10)** calendar days of being notified of the Board's decision.

6.4 Appeal Procedure

- 6.4.1 The Qualifications Committee shall hear the appeal within five **(5)** calendar days. The Chairperson of the Committee will immediately provide each member of the Committee a copy of the appeal.
- 6.4.2 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 Clause **6.4.3** below.
- 6.4.3 The Board and the Association shall mutually agree upon a person as a third party as required. Within five **(5)** calendar days of the appeal being submitted in writing to him/her, the third party shall hear each appeal not resolved by the Qualifications Committee and shall render a binding decision within fourteen **(14)** calendar days.

6.5 Qualifications Committee

- 6.5.1 The **Qualifications** Committee shall be composed of four **(4)** members; two **(2)** members of the Association appointed by the Association who hold continuing teaching contracts in the School District, and two **(2)** 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 Association annually.

6.6 Security of Employment Based on Seniority and Qualifications

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6.6.1 When, for bona fide educational or budgetary reasons the Board determines that it is necessary to reduce the total number of teachers employed on continuing contract 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.

6.6.2 The Board and the Association agree that the Board may use the powers conferred on it pursuant to Section 21 of the School Act to implement the provisions of Clause 6.6.1. and agree that any reasonable transfer in good faith for such purpose shall not be subject to any other provisions of this Agreement otherwise dealing with transfers.

6.6.3 Nothing in Clause 6.6.1 or 6.6.2 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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6.6.4 The Board shall give each teacher it intends to terminate pursuant to this Article, a minimum of forty-two (42) calendar days notice in writing, such notice to be effective at the end of a school term and to contain the reason for the termination.

6.6.5 Information on positions held by less senior teachers shall be provided to teachers in receipt of termination notices and to the Association through the Office of the Superintendent of Schools.

6.7 Teachers' Right of Re-engagement

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6.7.1 When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Article except 6.7.4 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 the 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.

6.7.2 A teacher who is offered a **re-engagement** pursuant to Clause 6.7.1 shall inform the Board whether or not the offer accepted, within three (3) working days of the receipt of such offer.

6.7.3 The Board shall allow ten (10) days, from an acceptance of an offer under Clause 6.7.2 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.

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6.7.4 A teacher's right to **re-engagement** under this Article is lost:
a. if the teacher elects to receive severance pay under Clause 6.11 of this Article;
b. if the teacher refuses to accept two positions for which he/she possesses the necessary qualifications; or
c. if three (3) years elapse from the date of termination under this Article and the teacher has not been **re-engaged**.

6.7.5 Upon **re-engagement**, a teacher shall be entitled to a continuing appointment to the teaching staff of the District.

6.7.6 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.

6.8 seniority List

6.8.1 When requested by the Association, the Board shall forward to the Association a list of all teachers on continuing contract employed by the Board, in order of seniority calculated in accordance with Clause 6.2.

6.9 Sick Leave

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

6.10 Benefits

6.10.1 A teacher who retains rights of **re-engagement** pursuant to Clause 6.7 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.

6.11 Severance Pay

6.11.1 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 15, 16 or 110 of the School Act or pursuant to Section C, Article 2 of this agreement, may elect to receive severance pay at any time before the teacher's right to **re-engagement** pursuant to Clause 6.7.4 is lost.

6.11.2 Severance pay shall be calculated on a pro-rated basis at the rate of five (5) percent of one (1) year's salary for each year service with the Board to a maximum of two (2) years' salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of his/her termination.

6.11.3 A teacher who receives severance pay pursuant to this Article and who, notwithstanding Clause 6.7, 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 Clause 6.11.2, the calculation of years of service shall commence with the date of the rehiring.

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Article 7 - RETRAINING

7.1 Teachers' Right to Retraining

7.1.1 A teacher who receives notice of termination under Section C Article 6 (Layoff) shall be entitled to receive a leave of absence without pay for the purpose of undertaking appropriate courses(s) of study, after consultation with Board Officials in order to qualify for another position with the Board. In the event that the teacher elects to take a leave of absence for such purpose pursuant to this article, the Board shall amend the effective date of the termination notice to coincide with the beginning of the school term

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which next follows the **expiry** of the period of the leave, or of any extension thereof.

- 7.1.2 The teacher shall be entitled to a leave of absence for a period of up to one school year. The commencement and termination dates of such leave shall coincide with the beginning and end of a school term.
- 7.1.3 At the commencement of the school term next following the completion of the leave pursuant to this Article, the teacher shall be entitled to be assigned to a position for which he/she possesses the necessary qualifications and appropriate seniority. In such event the termination notice shall be rescinded.

SECTION D - WORKING CONDITIONS**A - STAFFING (effective for the 1991-92 school year)**

- 1.1 The present methodology used in establishing the annual class size report will continue to be used.
- 1.2 Staff assigned as support staff to the school shall be assigned in accordance with the following minimum guidelines listed listed Clauses 1.3 to 1.6 below.
- 1.3 The following minimum guidelines shall be applicable to the provision of qualified teacher-librarians in schools with libraries or resource centres:

<u>Enrollment (FPE)</u>	<u>FTE Teacher-Librarians</u>
0 - 200	0.5
201 - 300	0.6
301 - 400	0.8
401 or more	1.0

The qualifications for teacher-librarians shall be specified in Board policy.

Teachers newly assigned as teacher-librarians shall :

- a) have completed nine (9) units of teacher librarianship or be working to complete those nine (9) units within three (3) years, and,
- b) have had two (2) years classroom teaching experience

It is recommended that teacher-librarians with no formal library training take courses to update their teacher -librarian skills.

- 1.4 The following minimum guidelines shall be applicable to the provision of qualified learning assistance teachers:

a) In Elementary Schools

<u>Enrollment (FPE)</u>	<u>FTE Learning Assistance Teachers</u>
0 - 100	0.2
101 - 200	0.4
201 - 350	0.8
351 - 450	1.0
451 - 550	1.2
551 or more	1.4

b) In Secondary Schools

1.0 FTE Learning Assistance teacher will be provided in each secondary school.

The qualifications for learning assistance teachers shall be as specified in Board policy.

Teachers newly assigned as Learning Assistance teachers shall meet or be working towards qualifications specified in the Ministry of Education Handbook for Special Education.

- 1.5 The following minimum guidelines shall be applicable to the provision of qualified counsellors in schools. The provision of counselling time to schools will be guided by the following ratio of one **(1.0) FTE** counsellor or portion thereof for every:
- **1200 FPE** in elementary schools
 - **360 FPE** in secondary schools

The qualifications for counsellors shall be specified in Board policy.

Teachers newly assigned as school based and area (elementary) counsellors shall have a professional teaching certificate, a minimum of two **(2)** years successful teaching experience and a minimum of twelve **(12)** units course work in counselling psychology or equivalent.

- 1.6 To the extent possible the following minimum guidelines shall be applicable to the provision of **ESL** resource teachers where district identified **ESL** students are enrolled, and where **ESL** classes are not established (years three through eight):
- 0.2 FTE** for every **10 ESL** students

All new appointees to **ESL** positions shall have training or be working on course work in linguistics and **ESL** methodology wherever possible.

- 1.7 Nothing in this article shall preclude the Board from employing support personnel beyond that provided pursuant to clauses **1.3, 1.4, 1.5,** and **1.6** of this Article where needs dictate.

- 1.8 The Association **recognizes** the authority of the Board in exceeding any of the guidelines pertaining to teacher-librarians, learning assistance teachers, counsellors, or **ESL** resource teachers when external constraints are imposed and a solution cannot be found through the consultative process.

Article 2- CLASS SIZE

2.1 The parties **recognize** that appropriate class size and class composition are desirable educational priorities.

2.2 Class Size Maximums

2.2.1 'Effective with the 1991/92 school year the following class size maximums will be in effect by September 30th or within three weeks after the commencement date of the second semester in a semestered school, or the commencement date for classes enrolling dual entry students. These maximums shall be in effect through to May 15 of each school year in elementary schools.

	<u>students</u>
First Year Primary	22
Multi-age Primary which include half-time first year students	24
Primary	25
Lower Intermediate(4-7)	28
Upper Intermediate/Graduation (8-12)	30
Science Labs	29
Secondary English	29
Home Economic Labs, Drafting, Electronics, Grade 8 Industrial Education & Home Economics Secondary Modified	26
Grades 9 - 12 Shops (Woodwork, Metalwork, Automotive, Power Mechanics)	24 (firm)
*ESL, *Pre-Employment (Work Experience) * at any one time	20 (firm)
Integrated Program (Sec.) (F.P.E.) Pre-employment (class)	15 (firm)
District Special Classes - EMH/TMH/LD/BD/REENTRY	10 (firm)

2.3 Flexibility Factor

2.3.1 When additional students enrol in the school after September 30th the guidelines may be exceeded by up to:

- a) one student in first year primary classes (not multi-aged);
- b) three students in lower intermediate classes;
- c) Two students in all other primary, intermediate and graduation classes with the exception of those classes designated as "firm" in clause 2.2.1 of this article.

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- 2.3.2 At any time during the school year the guidelines may be exceeded by up to two students in a secondary class but in such event the total teaching load of any secondary teacher thus affected shall not exceed the sum of the maximum guidelines for the classes taught by that teacher during the year.
- 2.3.3 Where special needs students are included in the class pursuant to Article 4 of this Section, it is desirable that classes be smaller than the maximum stated in 2.2.1 above.
- 2.4 First Year Primary
- 2.4.1 With the agreement of the teacher, a morning or afternoon first year primary class taught by the same teacher may accommodate more than the class size maximum provided that the daily regular average is not in excess of the maximum.
- 2.5 Elementary
- 2.5.1 In a class which contains pupils in primary and lower intermediate, the class size maximum shall be the one which applies to a majority of pupils in the class on September 30.
- 2.6 Exceptions
- 2.6.1 Notwithstanding Clause 2.3.2 above, Band, Choir, or other **specialized** classes may exceed the class size maximum where the teacher is in agreement.
- 2.6.2 Class size maximums may be exceeded when a teacher chooses to **fulfill** a particular educational purpose through a larger grouping of students, for a short period of time.
- 2.6.3 Notwithstanding clauses 2.6.1 and 2.6.2, it is **recognized** that class size maximums may be exceeded due to unforeseen circumstances but may be exceeded for no longer than two weeks unless the Association agrees otherwise.
- 2.7 Remedies
- 2.7.1 When class size problems are identified, the parties will meet to discuss the matter and attempt to find a solution.
- 2.7.2 The Board and the Association agree that if financial or regulatory constraints require the Board to exceed the class size maximums set out in this article, then the Board may do so only after consultation with representatives of the Association.

Article 3 INTEGRATION AND MAINSTREAMING

- 3.1 The Board and the Association agree that students with special educational needs should be served in regular classrooms in neighbourhood schools, whenever possible and appropriate. For purposes of this article, special needs students are those identified according to Ministry definitions for the following:

3.1.1 Low Incidence Students

- a) Dependently Handicapped
- b) Moderate to Severe Mental Handicap
- c) Physical Disabilities or Chronic Health Impairment
- d) Visual Impairment
- e) Deaf or Hard of Hearing
- f) Autism

3.1.2 High Incidence Students

- g) **Severe** Learning Disabilities
- h) Mild Mental Handicaps
- i) Severe Behaviour Disorders

3.2 School Based Support Team

- 3.2.1 Where special needs students are integrated/mainstreamed, the school shall establish a School-Based Support Team, if necessary, for the purpose of supporting regular classroom teachers and discussing the educational programming of students in order to recommend action plans and resources. The School-Based Support Team shall meet on an 'as needed' basis.
- 3.2.2 The School-Based Support Team for a particular student shall include an Administrative Officer and, may include additional personnel as determined by each school staff. In elementary schools the classroom teacher(s) enrolling a special needs student(s) shall be involved as necessary in team meetings when that student(s) is being discussed. In secondary schools one or more of the enrolling teachers enrolling a special needs student(s) shall be involved as necessary in team meetings when that student(s) is being discussed.
- 3.2.3 The School-Based Support Team shall meet to recommend to school and district staff the specific support necessary for the successful integration/mainstreaming of the special needs student into the regular classroom. When the School-Based Support Team's recommendations cannot be fully implemented, reasons will be provided by the principal.

3.3 Consultation

- 3.3.1 When a low incidence special needs student is enrolled in a regular classroom on a permanent basis there shall be consultation between district staff, parents/guardians, teachers and administrators who may be affected. This consultation shall begin prior to the student's assignment to the class on a permanent basis. On an emergency basis, a special needs student may be placed in a classroom with classroom assistant time provided, or in an appropriate district class until arrangements are **finalized** for a permanent placement.
- 3.3.2 When a high incidence special needs student is enrolled in a regular classroom there shall be consultation, if required by the teacher. On an emergency basis, a Severe Behaviour Disordered student may be placed in a classroom with classroom assistant time provided or in an appropriate district class until arrangements are **finalized** for a permanent placement.

3.4 Placement

In making a decision on the placement of a special needs student in a regular classroom, the School-Based Support Team shall take the following factors into account:

- a) The special needs student's educational needs
- b) The proposed educational program for the student
- c) The class size and composition
- d) Parental preferences regarding regular class or special class placement
- e) Other available school or district programs and/or settings.

Any permanent placement shall occur only after the above factors have been considered.

Integration/Mainstreaming Limiting Levels

The Board and the Association intend that classes which include special needs students continue to meet the needs of all students in those classes. Integration/mainstreaming levels should, therefore, be maintained at manageable levels.

3.5.1 Maximum Integration

- a) A maximum of one (1) low incidence special needs student, whose need has not been adequately compensated through the use of adaptive devices, may be enrolled in a regular class. This limit may be exceeded if the classroom teacher, the Association President and the Superintendent or designate agree that the instructional situation is acceptable. This agreement shall not be unreasonably withheld or withdrawn.
- b) A maximum of three (3) high incidence special needs students may be enrolled in a regular class. This limit may be exceeded if the classroom teacher, the Association President and the Superintendent or designate agree that the instructional situation is acceptable. Students shall be designated as high incidence students only for those instructional settings in which their I.E.P. recommends significant adaptation of the curriculum or classroom practices for that setting. This agreement shall not be unreasonably withheld or withdrawn.
- c) In schools where a district special class of low incidence students is established, a maximum of two (2) of these students may be included in a regular class for short periods when the classroom assistant(s) assigned to the special class or another staff member accompany the student(s) to assist the classroom teacher. This limit may be exceeded if the classroom teacher, the Association President and the Superintendent or designate agree that the instructional situation is acceptable. This agreement shall not be unreasonably withheld or withdrawn.
- d) In schools where a district special class of high incidence students is established, a maximum of two (2) of these students may be included in a regular class. The classroom assistant(s) assigned to the special class or another staff member will be available to accompany the student(s) on an as needed basis in order to assist the classroom teacher. This limit may be exceeded if the classroom teacher, the Association President and the Superintendent or

designate agree that the instructional situation is acceptable. This agreement shall not be unreasonably withheld or withdrawn.

- e) A maximum of three (3) identified special needs students, as per Clause 3.1 above, may be included in any one regular class from Sections (a) through (d) above.

3.5.2 Special Class Location

With the exception of the **D.P.C.** and the **S.A.C.** programs, the Board will locate a maximum of one district special class enrolling high incidence students in any elementary school in the district. Placement of such a class shall occur only after consultation among district staff, administrators, teachers and parents concerned. This consultation shall begin as early as possible and preferably three (3) months prior to placement.

3.6 Release Time and Inservice

3.6.1 The Board shall **provide** in each school year one-half (1/2) day release time per identified special needs student that is enrolled in regular classes for the purposes of **conferencing**, observation, inservice and/or training with regards to the integration/mainstreaming of special needs students.

3.6.2 Where the teacher is **authorized** by the Board to participate in inset-vice training during the months of July or August, the teacher shall be paid in accordance with Section D Article 5.6 of this Agreement.

3.7 Individual Educational Programs

Where an Individual Educational Program is needed teachers of special needs students in regular classes shall share the responsibility for the preparation of **I.E.P.'s** with the appropriate member(s) of the School-Based Support Team and specified district staff. Support from district resource personnel shall also be available to assist in the process and shall include examples and written suggestions to clarify district expectations. One half (1/2) day release time shall be provided for preparing the initial **I.E.P.** Further time may be requested for follow-up reviews of the **I.E.P.**

3.8 Teacher Assistants

3.8.1 When a low incidence special needs student is placed into a regular classroom, the Superintendent or designate, in consultation with the **School-Based Support Team**, shall provide teacher assistant time to support the successful integration/mainstreaming of the student.

3.8.2 When high incidence students are assigned to a regular classroom, the teacher assistant(s) assigned to the district special class shall be available to work with the regular classroom teacher.

3.9 Emergency Provisions

The school principal, in consultation with the School-Based Support Team, shall take into consideration the unique needs of each special needs student. Administrative procedures shall be established in the **I.E.P.** for the carrying out of emergency procedures.

3.10 Physical Facilities

Required facilities modifications shall be completed as soon as possible in order to appropriately accommodate special needs students.

Article 4 - WEEKLY INSTRUCTIONAL ASSIGNMENT / PREPARATION TIME

- 4.1 A full time teacher will not be required to offer instruction for more than 1345 minutes per week.
 - 4.1.1 Notwithstanding the above, semestered schools may average a teacher's weekly instructional assignment over the school year.
 - 4.1.2 Notwithstanding 4.1 above, a teacher's preparation time may, with agreement of the teacher, be scheduled on a monthly basis provided that the average weekly allotment is maintained.
 - 4.1.3 Notwithstanding the above, those secondary schools currently operating on a timetable which yields more than 1345 minutes of instructional time will, prior to the 1990/91 school year and through the Staff Collegial Council (Section A, Article 14), determine the school's timetable.
- 4.2 A part-time teacher assigned 0.3 or more will receive preparation time pro-rated from a full time teacher's weekly preparation time allotment in the same school.
- 4.3 When scheduling makes the provision of preparation time for part-time teachers (under 4.2 above) impractical, salaries shall be increased on a prorated basis.
- 4.4 Non-instructional time for full-time elementary school teachers shall be scheduled in blocks of not less than forty (40) consecutive minutes, exclusive of daily recess.
- 4.5 Teachers of the first year of the primary program whose students do not participate in the daily recess break shall meet with the principal to jointly determine, in consultation with the Staff Collegial Council, how best to meet the requirements outlined in 4.1 above.
- 4.6 Teacher-librarians shall not provide preparation time during their library assignment.

Article 5 - REGULAR WORK YEAR FOR TEACHERS

- 5.1 The regular work year for teachers shall not exceed one hundred ninety-five (195) days in session per school year inclusive of five (5) Non-Instructional Days and one (1) year end Administrative Day.
- 5.2 All such days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year.
- 5.3* The regular work year shall include two (2) early dismissal days in the first reporting period and two (2) early dismissal days in the second reporting period for the purposes of conferencing with parents.
- 5.4 The first day of Christmas break shall be the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday, then school shall reopen Tuesday, January 3.

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- 5.5 The first day of spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Tuesday following the fourth Monday in March, except for 1991 when spring break shall commence on March 28.
- 5.6 All work performed at the Board's request by teachers covered by this agreement beyond the regular school year shall be voluntary and shall be paid at the rate of 1/200 of their basic annual salary per diem or be granted equivalent time in lieu of such pay during the school year. Time off shall be taken at such times as mutually agreed between the teacher and the supervisor.

* See Letter of Understanding.

Article 6 - DUTY FREE LUNCH

- 6.1 No teacher shall be required to perform noon-hour supervision duties during the schools regularly scheduled noon intermission.
- 6.2 The scheduling of teacher supervision will be in accordance with Section A, Article 14.3 of the Collective Agreement.

Article 7 - EXTRA CURRICULAR ACTIVITIES

- 7.1 In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
- 7.2 While the Board and Association **recognize** extra-curricular activities as an integral part of the school program, the Board and Association agree that teacher participation in extra-curricular activities is voluntary.
- 7.3 The Association agrees not to call for bans on extra-curricular activities while this agreement remains in full force and effect.

Article 8 - AVAILABILITY OF SUBSTITUTE TEACHERS

- 8.1 When for any reason a teacher is absent from a school, or a District workplace, the Board shall make every reasonable effort to employ a substitute to replace that teacher unless there is agreement with the staff affected that this requirement be waived. The foregoing shall only apply to school-based teachers and to the teachers of the hospital and homebound program if the hospital and homebound program teachers are absent for more than two consecutive days.

Article 9 - STAFF MEETINGS

- 9.1 Staff meetings shall be called as necessary by the Principal in consultation with the Staff Collegial Council chairperson.
- 9.2 Notice
- 9.2.1 Teachers shall receive a schedule of the year's regular staff meetings in September.

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- 9.2.2 At least seven (7) days notice of regular staff meetings shall be given.
- 9.2.3 Special staff meetings may be called by the Principal after consultation between the Principal and the Staff **Collegial** Council Chairperson or designate.
- 9.2.4 Meetings of the School Staff shall be called by the Principal and/or the Chairperson of the Staff **Collegial** Council for the purpose of consultation or ratification of Council recommendations pursuant to Section A, Article 14.4.6.

9.3 Agenda

- 9.3.1 All staff members shall have the right to place items on the agenda.
- 9.3.2 When possible, agenda items will be circulated five (5) days before the meeting.

9.4 Minutes

- 9.4.1 Written minutes of staff meetings shall be kept and circulated to all staff members.

9.5 Attendance

- 9.5.1 Teachers shall be required to attend regularly scheduled staff meetings, and shall endeavour to attend meetings called to deal with unexpected circumstances.
- 9.5.2 Unless otherwise determined by the staff, teachers shall not be required to attend staff meetings:
- (a) which commence prior to one (1) hour before classes begin or which conclude later than two (2) hours after dismissal of pupils;
 - (b) during recess or during the noon intermission;
 - (c) on weekends, holidays or other days when school is not in session.

Article 10 - TECHNOLOGICAL CHANGE

10.1 Definition

For purposes of this Agreement the term “technological change” shall be as defined in the Industrial Relations Act (Sections 74 -78).

10.2 Notice and Consultation

When it is determined that the introduction of a technological change is under consideration or is to be introduced, the Board shall notify the Association in writing. Such notice shall be given at least ninety (90) days before the introduction of the technological change. Once notice is given, the Board agrees to consult with the Association over the matter.

10.3 Information

The notice of intent to introduce technological change shall include:

- a) the nature of the change;
- b) the effective date of the change;
- c) the approximate number, type and location of Association members likely to be affected by the change;

- d) the effects the change may be expected to have on Association members' working conditions and terms of employment;
- e) other pertinent data relating to the anticipated effects on Association members
- f) an update of this information as new developments arise and modifications are made.

10.4 Negotiations

- 10.4.1 Once notice of a technological change has been given pursuant to Article 10.2 of this Section, the Board shall, within thirty (30) days of such notice, negotiate with the Association measures to be taken to protect teachers from any adverse effects and ways in which teachers can adjust to the effects of the technological change.
- 10.4.2 Should the parties fail to reach agreement, either party may refer the matter to Arbitration as set out in Section A, Article 11 of this Agreement.
- 10.4.3 Sections 74-78 of the Industrial Relations Act apply to this Agreement except as modified in the Article.

Article 11 - HEALTH AND SAFETY

- 11.1 Classes shall be conducted only in safe, clean, well maintained facilities with appropriate lighting, heating, ventilation and sound levels.
- 11.2 The following health standards shall be maintained in so far as possible:
 - (a) Temperature must be maintained above 18.0°C and below 24.0°C.
 - (b) There must be an uninterrupted supply of water for drinking and washing.
 - (c) Washrooms must be functional and sanitary.
 - (d) Waste must not accumulate in such a way as to cause unsanitary conditions.
 - (e) All classrooms, halls and exits must be adequately lighted.
 - (f) Rooms designated as lunchrooms and/or cafeterias must be in a sanitary condition.
 - (g) Dust levels must be at a level where there is no discomfort for students or staff.
 - (h) Combustible materials shall not be kept in hallways, stairs, walls, furnace rooms; nor can fire exits be blocked in any way.
 - (i) Specific problems which endanger the health and safety of individual teachers or students must be eliminated.
 - (j) Adequate supplies of soap, towelling and tissue must be maintained.
 - (k) An adequate, accessible supply of disposable gloves and disinfectant shall be provided in each school for teachers required to deal with students' blood or other bodily fluids.
- 11.3 The Board shall maintain policies that require schools to establish procedures for administering medication to students after consultation with teachers, parents, family physicians, the public health nurse and the school medical officer.
 - 11.3.1 Teachers have a duty to render assistance in an emergency, but shall not be called upon to administer medication on a regular or predictable basis.

11.4 The Board shall develop directives and provide advice regarding earthquake preparedness in accordance with Regulation 504.9 and 504.10-R. Earthquake drills will be held in schools as directed by the Superintendent of Schools or designate.

Article 12- HEALTH AND SAFETY COMMITTEE

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12.1 A District Health and Safety Committee shall be established and maintained by the Board.

12.2 The Committee shall comprise not less than six (6) members, chosen by and representing the Association, the non-teaching employees and the Board. The committee shall include not less than two (2) representatives of the Association. The number of employee representatives (representing the Association and the non-teaching employees union) and Board representatives shall be equal.

12.3 The chairperson and recording secretary shall be elected from and by the members of the Committee. Where the Chairperson is a Board representative, the secretary shall be an Association representative or non-teaching employees union representative or vice versa.

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

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- a) determine that regular inspections of the place of employment are carried out as required by Regulation 8.08 of the Industrial Health and Safety Regulations, Workers' Compensation Board of British Columbia.
- b) determine that the provisions of health services as outlined in the School Act are carried out.
- c) recommend measures required to attain compliance with the School Act and the Industrial Health and Safety Regulations of the Workers' Compensation Board and the correction of hazardous conditions.
- d) Consider recommendations from the Association and/or the non-teaching employees union and recommend where warranted.
- e) hold regular meetings at least once a month for the review of:
 - i) reports of accidents, their causes and means of prevention;
 - ii) remedial action taken or required by the reports of investigations and inspections.
 - iii) other matters pertinent to health and safety.
- f) record the proceedings of the Committee and forward such record to the Board, the Association and the non-teaching employees union.

Article 13 - HAZARDOUS MATERIALS

13.1 The parties to this Agreement recognize and shall comply with Federal, Provincial, and Municipal Health and Safety Legislation and Regulations such as the Industrial Health and Safety Regulations established under the Workers' Compensation Act and regulations established under WHMIS (Workplace Hazardous Materials Information System).

13.2 The Board shall ensure the adequate direction and instruction of workers in the safe performance of their duties.

Article 14 - SUBSTITUTE TEACHER WORKING CONDITIONS

- 14.1 The substitute teacher shall be required to assume all of the supervision duties and instructional responsibilities of the teacher(s) being replaced.
- 14.2 The substitute teacher is entitled to the scheduled preparation time of the teacher being replaced. Nothing in this clause shall preclude a substitute teacher from voluntarily performing supervision or instructional duties during this period of time.

Article 15 - HEAD TEACHERS

15.1 Appointment

- 15.1.1 Head Teachers shall be appointed to schools or annexes which are under the jurisdiction of a principal responsible for more than one school site.
- 15.1.2 Head Teachers shall normally be assigned for a three year term.
- 15.2 A teacher assigned as Head Teacher according to Clause 15.1 of this Article shall receive an allowance in addition to their grid placement according to Section B, Article 7 (Positions of Special Responsibility).
- 15.3 A Head Teacher shall attend to routine and emergent matters as required and in accordance with Board Policy and Regulations but shall not be responsible for assigning duties to, or the evaluation of, teachers covered by this agreement.

Article 16 - TRAVEL ALLOWANCE

- 16.1 Teachers who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed as follows:
 - (a) Less than 320 kilometres per month: 23 cents per kilometer plus \$1.80 per day.
 - (b) More than 320 kilometres per month:

321-480 kilometres per month -	\$43/month
481-640 kilometres per month-	\$58/month
641 plus kilometres per month-	\$72/month
plus 23 cents per kilometre	

Article 17 - BEGINNING TEACHERS

- 17.1 The Board and the Association encourage school administrators and experienced teachers to support and assist beginning teachers in their adjustment to teaching. The assistance shall include:
 - a) an appropriate teaching assignment and
 - b) an orientation and teacher induction program.

The teacher induction program shall be initiated by the Board in consultation with the President of the Association. Any advisory committee established to assist in the administration of the teacher induction program shall include no less than two representatives appointed by the Association.

Article 8 - HOME EDUCATION

- 18.1 Pursuant to the School Act and regulations a home-schooled student is a child who is :
- a. educated at home or elsewhere by a parent who has registered the child in a school of the parent's choice over which the Board has jurisdiction; and
 - b. provided access to a school's educational services in accordance with the Regulations.
- 18.2 A teacher assigned responsibility for any educational services to home-schooled students shall be given adequate time to provide such services within the weekly instructional assignment.
- 18.3 Teachers may be required to loan educational resource materials that are **authorized** and recommended by the Ministry of Education but will not be required to provide separate additional materials, evaluations or reports on home-schooled students.

Article 19 - STUDENT REPORTS

- 19.1 Pursuant to section 4 (2) of the School Regulation, teachers will be responsible for providing at least five (5) reports of student progress to parents per year as follows:
- (a) **Elementary Schools**
Three (3) written formal reports and two (2) informal reports. Informal reports shall consist of parent-teacher or student-led conferences. If such a conference is not possible then a telephone conference shall be conducted with documentation maintained by the teacher.
 - (b) **Secondary Schools**
 - i. In non-semestered schools, three (3) written formal reports and two (2) informal reports.
 - ii. In semestered schools, four (4) written formal reports and one (1) informal report.
 - iii. Informal reports may consist of parent-teacher or student-led conferences. If such a conference is not possible then a written interim report shall be provided or, as an alternative, a telephone conference shall be conducted with documentation maintained by the teacher.

Article 20 - DURATION OF THE SCHOOL DAY

- 20.1 No teacher in an elementary school shall be required to offer instruction beyond an interval of six (6) consecutive hours inclusive of a regular noon intermission, recess, and preparation time.
- 20.2 No teacher in a secondary school shall be required to offer instruction beyond an interval of six and one-half (6.5) consecutive hours inclusive of a regular noon intermission, homeroom, preparation time, and time for students to change classes.
- 20.3 Notwithstanding the above:
- a) Teacher attendance at staff meetings shall be in accordance with Article 9 of this section.

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- b) Schools electing to operate on alternate hours will do so in compliance with Board Regulation 601.4.

Article 2 - OUT OF POCKET EXPENSES

- 21.1 Teachers shall be reimbursed for **pre-authorized** out of pocket expenses incurred when carrying out their regularly assigned duties or when participating in school approved/ sponsored programs or activities.

Article 22 - STAFF ROOMS

- 22.1 As new schools are planned and constructed and as existing facilities are renovated and/or expanded, the Board shall ensure that such workplaces shall have a **self-contained** staff/lunch room available for the use of the staff.

SECTION E - PERSONNEL PRACTICES

Article 1- APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT

1.1 Continuing Contracts

1.1.1 As positions become available, the Board shall grant continuing contracts to teachers in the following priority provided they have the necessary qualifications:

- a. Teachers entitled to be **re-engaged** on continuing contract from the recall list under Section C, Article 6 of this agreement;
- b. Teachers on continuing part-time contract who wish to increase their percentage appointment up to and including full-time;
- c. Teachers on temporary contract who have, pursuant to Section C, Article 1.5 of this agreement, had their contracts converted to continuing;
- d. Other qualified applicants.

1.1.2 Teachers on temporary contract shall be considered for a new position provided they possess the necessary qualifications with consideration being given to their length of service to the district.

1.2 Temporary Contra

- 1.2.1 In filling temporary positions the Board will give consideration to:
- a. qualified temporary teachers with previous temporary teaching experience in the Richmond School District.
 - b. qualified substitute teachers on the current Richmond School District substitute teacher list.
 - c. other qualified applicants

1.3 Procedures for Appointment to the Teaching Staff of the District

1.3.1 Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extracurricular activities and programs, and such matters shall not form part of any contract of employment.

The Board reserves the right to request a resume from an applicant seeking employment with the Board.

1.3.2 An applicant for appointment shall be entitled to rely on an offer of appointment, and the terms of such an offer, made by the Superintendent or designate.

1.3.3 It is the responsibility of the appointee to ensure that B.C. teacher certification and B.C. College of Teachers membership, Teacher Qualification Service salary category, experience verification and medical certificate documentation is received by the Board prior to or as soon as possible following appointment to the District.

1.3.4 Prospective appointees shall be informed of the general nature of the assignments, if possible, prior to appointment.

- 1.3.5 Should an unexpected decrease in **enrollment** occur which results in an appointee not being required for a regular teaching position then that teacher shall be placed on the substitute list with full pay and benefits and shall be placed in the first regular position that becomes available for which that teacher is qualified pursuant to Article **2.2.6** of this Section.
- 1.3.6 The Board reserves the right to **require** a criminal record check of each person offered an appointment with the Board.

1.4 Resignation

Notice of resignation shall be given at least thirty (30) days prior to the effective date. It is desirable that such resignation be effective at the end of a term or semester. **Where** the Board cannot obtain the services of suitable replacement, the teacher may be requested to stay until the end of the term or semester.

Article 2 - REASSIGNMENT OF TEACHERS

2.1 Board Initiated Reassignment

- 2.1.1 Reassignments may be initiated by the Board pursuant to the provisions of this Article.
- 2.1.2 A teacher who is under consideration for Board initiated reassignment shall be informed, in writing, at least seven (7) days prior to the date of reassignment and to be provided with the reasons for reassignment. A copy shall be forwarded to the **RTA** President.
- 2.1.3 Notwithstanding 2.1.2, above, teachers who are under consideration for Board initiated reassignment for the next school year, shall be notified in writing by the April **15th**, whenever practicable.
- 2.1.4 When the Board initiates a reassignment, the Superintendent or designate shall review the reasons for the reassignment with the teacher and offer the teacher a new teaching assignment based upon his/her qualifications as defined in clause **2.2.6** of this article.

The teacher has the right to be accompanied at this meeting by a representative of the Association.

- a) The teacher being considered for reassignment has the right to apply for positions, other than a position in his/her current school listed in Posting I and/or Posting II as an alternative to accepting a position offered by the Board.
- b) Where declining **enrollment** in a school necessitates a reduction in a school's teaching staff, teachers in that school may wish to volunteer for Board initiated reassignment,
- c) If no teacher volunteers, then those teachers judged to be most surplus, based on the educational needs of the school and the qualifications of the teacher, will be reassigned by the Board.
- d) A teacher reassigned as surplus staff under (b) above shall have the opportunity of returning immediately to his/her previous position if said surplus does not in fact occur.

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- 2.1.5 Reassignments shall not be initiated by the Board for arbitrary or capricious reasons.
- 2.1.6 Any teacher who has been reassigned by the Board shall not be so designated within three (3) years unless the teacher agrees.
- 2.1.7 The Board will provide adequate assistance and support; and where necessary in the opinion of the Board, provide the needed retraining.

2.2 Posting and Filling Vacancies (General)

- 2.2.1 Teachers are encouraged to seek professional growth through occasional changes in teaching assignment.
- 2.2.2 The term vacancy shall mean an existing or newly created teaching to which a teacher is not assigned.
- 2.2.3 Prior to each of Posting I and Posting II, teachers in a school shall have an opportunity for internal reassignment, provided they are qualified pursuant to Clause 2.2.6 of this article. Where two or more teachers request the same position the teacher with the greater length of service shall be given the assignment.
- 2.2.4 Principals in consultation with **SCC** will prepare a job vacancy description for each job vacancy according to a district standard form. The majority of the job vacancy description shall not be changed once it is posted. Job vacancies shall reflect the educational needs of the school.
- 2.2.5 The vacancy list shall be posted in all schools, the Board office and the **RTA** office.
- 2.2.6 A shortlist for each vacancy will be prepared by the board based upon the qualifications of the applicant matching the qualifications of the position. A minimum of three (3) applicants shall be shortlisted unless fewer than three have qualified. The following shall be assessed when determining qualifications:
 - Certification, academic and professional preparation related to the job vacancy description, teaching experience related to the job vacancy description and quality of service as reflected in satisfactory teaching reports.
 - Length of service shall be used as a tie-breaker where two (2) or more candidates have equal qualifications pursuant to 2.2.6 above.
- 2.2.7 Where only one candidate is qualified pursuant to 2.2.6 above, that candidate shall be awarded the position.
- 2.2.8 All continuing contract teachers are eligible to apply for posted vacancies.

~~2.3~~ **Posting I**~~2.3.1~~ **Vacancy List I**

A District vacancy list shall be compiled from the school lists of job vacancies. Vacancies for Posting **I** shall include:

- a) Leave of absence for one year or more (excluding illness pursuant to Section **G**, Article **4.1** of this agreement)
- b) Vacancies created due to **enrollment** or program changes for the subsequent school year
- c) Vacancies created by the opening of a new school, pursuant to **2.3.2** below
- d) Vacancies due to resignations, retirements, etc.
- e) Vacancies resulting from Board reassignments
- f) Vacancies filled by temporary appointment subsequent to the opening of school in September, pursuant to Section **C**, Article 1 of this agreement

2.3.2 When a new school is built to replace an existing school or causes an existing school to be closed, the new school shall be staffed by those members of the teaching staff of the school being closed who have a desire to teach at the new school providing there are sufficient positions available for which they are qualified. If any positions remain vacant they shall be posted or filled by Board initiated reassignment.

2.3.3 Notice of posting procedures and timelines shall be sent to all teachers who are returning from a leave of absence of one year or more and the **RTA** president and shall be posted in schools by February **28th** or as soon as possible thereafter.

It is the responsibility of teachers on leave of absence to provide the Board with a current address and telephone number to facilitate this process,

2.3.4 A list of available job vacancies as outlined in **2.3.1** shall be prepared and distributed to teachers who are returning from a leave of absence of one year or more, principals and the **RTA** President and posted in schools by the third Friday in April or as soon as possible thereafter.

It is the responsibility of teachers on leave of absence to provide the Board with a current address and telephone number to facilitate this process.

2.3.5 Within one (1) week of posting, applications for posted vacancies shall be submitted to the Superintendent or designate on the appropriate application form.

2.3.6 A shortlist for each vacancy pursuant to Clause **2.2.6** of this Article will be prepared by the Board and a copy forwarded to the **RTA** President. Principals shall contact shortlisted candidates to arrange for interviews. Where an applicant on leave cannot attend an interview a decision shall be based upon the documentation submitted by the applicant. The principal shall recommend to the Superintendent or designate the best qualified candidate pursuant to the qualifications listed in **2.2.6** above.

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- 2.3.7 **Specialized** or hard to fill positions remaining on Vacancy List I may be filled with other candidates in accordance with Section E, Article 1 of this agreement with the agreement of the **RTA** President. Such agreement will not unreasonably be denied.

2.4 Posting II

- 2.4.1 Upon completion of the Posting I process, a second vacancy list shall be prepared and posted by the third Friday in May or as soon as possible thereafter.

2.4.2 Vacancy List II

Vacancies for Posting II shall include:

- a) Vacancies not filled in Posting I pursuant to Clause 2.3 of this Article,
 - b) Other emergent vacancies
- 2.4.3 The vacancy list shall be mailed to all teachers on leave of absence who were not assigned during the Posting I process and who are returning to active duty.
- 2.4.4 Within one (1) week of posting applications for posted vacancies shall be submitted to Superintendent or designate on the appropriate application form.
- 2.4.5 A shortlist for each vacancy pursuant to Clause 2.2.6 of this article, will be prepared by the Board and a copy forwarded to the **RTA** President. Principals shall contact shortlisted candidates to arrange for interviews. Where an applicant on leave cannot attend an interview a decision shall be based upon the documentation submitted by the applicant. The principal shall recommend to the Superintendent or designate the best qualified applicant pursuant to the qualifications listed in 2.2.6 above. Vacancies shall be filled by the third Friday in June or as soon as possible thereafter.

2.5 Post Posting Placement

- 2.5.1 Following completion of the posting process, all remaining leave of absence returnees who were not successful in finding a position will be placed by the Superintendent or designate.
- 2.5.2 Vacancies remaining on Vacancy List II or other emergent vacancies may be filled by the Board with other candidates, in accordance with Section E, Article 1 of this Agreement.
- 2.5.3 Following the opening of school in September, emergent vacancies shall be filled on a temporary basis pursuant to Section C Article 1 of this Agreement.

2.6 Assignment in School

- 2.6.1 Initial staffing discussions shall be held at a staff meeting prior to the second Monday in March for the purpose of discussing the proposed timetable and staff assignments for the next school year.
- 2.6.2 Pursuant to 2.2.3 of this Article, teacher requests for reassignment within a school shall be submitted in writing to the school principal by March 15th.

- 2.6.3 Revised staff discussions shall be conducted at a staff meeting held prior to the third Friday in April.
- 2.6.4 Further staffing discussions shall be conducted at a staff meeting held prior to the second Friday in May and pursuant to Clause 2.2.3 of this Article requests for reassignment within the school **shall** be submitted in writing to the school principal, prior to Posting II.

Article . EVALUATION OF TEACHERS

3.1 General Considerations

- 3.1.1 All reports on the work of a teacher shall be in writing. This Clause does not preclude clarification or discussion of material presented in the report.
- 3.1.2 A teacher shall not be evaluated more than once every five (5) years unless:
- a. A report issued pursuant to this Article is less than satisfactory, or
 - b. A teacher requests that a report be written, or
 - c. A written request is made by the Superintendent, the Board of School Trustees, the Minister of Education, or by the College of Teachers established under the Teaching Profession Act. A copy of such a written request will be sent to the Association President.
- 3.1.3 Each report shall be based on a reasonable number of personal observations which reflect the teacher's assignment.

3.2 Evaluation Process

When observations are undertaken for the purpose of an evaluative report on a teacher, the following shall apply:

3.2.1 Informing the Teacher

- a. By the end of September, and at least ten (10) working days prior to the commencement of the first classroom observations, the evaluator will call a meeting of the total teaching staff and describe the purposes and process for formal evaluation. At this time, each teacher shall be given a copy of the "Criteria of Evaluation".
- b. A teacher shall be notified at least ten (10) working days prior to commencing classroom observations, that an evaluation is to be conducted.

3.2.2 Pre-Observation Conference

- a. A **pre-observation** conference shall be held with the teacher before classroom observations begin to collaborate on the following:
 - i. the criteria of evaluation
 - ii. the classroom observation process
 - iii. the data gathering/sharing process
 - iv. the draft report
 - v. the presentation of the final report
 - vi. the expected **timeline** of the process
- b. **Subsequent pre-observation** conferences which focus on 3.2.2.(a)(ii) above will be held prior to each classroom observation if requested by the teacher. These conferences may be combined with the post-observation conferences described in Clause 3.2.4

3.2.3 Classroom Observations

- a. Data related to the stated criteria shall be gathered and **analyzed** by the evaluator through a number of formal classroom observations. Each report shall be based on not less than three (3) formal classroom observations.
- b. Data shall be collected over a reasonable period of time allowing the opportunity for the teacher to incorporate suggestions for improvement.
- c. At least one of **the** classroom visits shall be at a time mutually agreed upon between the teacher and the evaluator. Observations should not occur at abnormal times.
- d. Where applicable, observations should cover a representative sample of subjects, classes and grade levels. No formal observations as a component of the formal process of evaluation shall be made during the month of September.

3.2.4 Post-Observation Conference

- a. A post **conference** shall be held at an appropriate time as soon as practicable after each classroom observation.
- b. During this conference the data shall be reviewed and discussed, with the objective of identifying specific strengths to be maintained and/or areas that need improvement. This information shall be provided to the teacher in written form on or attached to a district "Comments on Observation" form. This information shall be provided to the teacher upon request at least one (1) working day prior to the meeting.
- c. If desired, a teacher may respond in writing to the post observation conference information.

3.2.5 Draft Report

- a. A draft report shall be written, presented and discussed with the teacher at least three (3) working days prior to the preparation of the final copy. Reports shall be prepared only by the Principal or Vice Principal of the school to which the teacher has been assigned, a District Coordinating Principal, a Director of Instruction, an Assistant Superintendent, a Deputy Superintendent or the Superintendent of Schools.
- b. Specific strengths, weaknesses and/or recommendations for improvement should be stated and discussed.
- c. The report should reflect any differences between the teacher's assignment and professional training and/or experience.
- d. When suggestions for amendments to the draft report are not agreed upon, the teacher has the right to make a written response which will be filed with the final report.

3.2.6 Final Report

- a. The final report shall be shown to the teacher prior to its submission to the Superintendent of Schools.
- b. The final report shall be filed pursuant to the School Act and Regulations. The original copy shall be sent to the Superintendent of Schools. One copy shall be given to the teacher at the time of filing, one copy shall be retained by the author of the report for his/her record, and one copy shall be sent to the **Secretary-Treasurer**.

- 3.3 **Recognizing** the voluntary nature of extra curricular activities, the evaluator may choose to commend the teacher's contribution to school activities if agreed to or requested by the teacher.
- 3.4 An Administrative Officer who is responsible for evaluating a teacher in a **specialized** assignment may consult with a resource person who who has relevant **specialized** technical knowledge to obtain background information prior to beginning the evaluation process, and may use information obtained from the consultation in the evaluation.

Article 4 - NO DISCRIMINATION

- 4.1 The Association and the Board **recognize** the right of all teachers to work in an environment free from discrimination.
- 4.2 There will be no discrimination against any teacher covered by this agreement on the basis of **age, race**, sex or sexual orientation, colour, creed, religious or political affiliation, national origin, marital or parental status, physical disability or **authorized** activities on behalf of the Association or the Teachers' Federation; in particular, there shall be no such discrimination in terms of hiring, promotion, salary, discipline or dismissal.

Article 5 - SEXUAL HARASSMENT

- 5.1 The Association and the Board **recognize** the right of all teachers to work in an environment free from sexual harassment. The Board undertakes to discipline any person employed by the Board, pursuant to the provisions of this Article, who engages in the sexual harassment of a person covered by this Agreement.
- 5.2 Sexual harassment shall be defined as any repeated unwelcome sexual comment, look, suggestion or physical contact that creates an uncomfortable working or learning environment for the recipient, made by a person who knows or ought to know it is unwelcome. Sexual harassment may include a single sexual advance made by a person in authority over the recipient that includes or implies a threat; and may include a reprisal made after a sexual advance is rejected.
- 5.3 Complaints of sexual harassment shall be treated seriously and in strict confidence.
- 5.4 In the first instance, attempts shall be made to resolve an alleged complaint through informal means. The complainant teacher may attempt to resolve the matter by requesting a meeting with the alleged harasser, at which the complainant may be accompanied by another member of the Association.
- 5.5 In the event that:
- a. no resolution is reached at the meeting described in 5.4,
 - b. such resolution is subsequently breached by the alleged harasser, or
 - c. the complainant reasonably believes that no useful purpose would be served by such a meeting,
- then the complainant may request in writing a meeting with the Superintendent or designate.

- 5.6 The Superintendent shall, with all possible dispatch, convene a meeting at which the teacher alleging harassment and the alleged harasser shall be present in an attempt to resolve the matter.
- 5.6.1 Both the complainant and the alleged harasser shall be entitled to be represented at this meeting.
- 5.7 Failing resolution of the matter at the meeting referred to in Clause 5.6 of this Article, the matter may be referred directly to arbitration as provided in Section A, Article 11 (Grievance Procedure).
- 5.8 The Board shall give consideration to granting leave of absence without pay pending the resolution of the matter, to the teacher alleging harassment and /or the alleged harasser, upon the request of either teacher.

A 6 - GENDER EQUITY

- 6.1 The Association and the Board agree that an environment that promotes gender equity in the district is desirable. Such an environment shall be defined as that in which there is no discrimination against females and/or males by portraying them in gender stereotyped roles or by omitting their contributions to a particular curriculum area.
- 6.2 The Board shall discourage within its jurisdiction any written or verbal expression of sexism.
- 6.3 The Board and the Association will encourage the review of prospective learning materials for gender bias prior to purchase.

Article 7 - PERSONNEL FILES

- 7.1 There shall be only one (1) personnel file for each teacher, maintained in the District Office. Following review by the principal and the teacher, any other file relating to a teacher kept at a school shall be destroyed or transferred to the District file when the teacher leaves the school.
- 7.2 After receiving a request from a teacher, the Superintendent, in respect of the District file, or the principal of the school, in respect of the school file, shall grant access to that teacher's file in normal business hours, by appointment.
- 7.3 An appropriate school board official shall be present when a teacher views his/her file, and the teacher may be accompanied by an individual of his/her choosing.
- 7.4 The Board agrees that only material relevant to the employment and performance of the teacher, shall be maintained in personnel files. In the event that the teacher believes that any material in the files does not meet this criteria and the appropriate board official does not agree to the removal of the specified material, the teacher may file a grievance pursuant to Section A, Article 11 of this agreement.

- 7.5 Where material critical of the teacher, or in the nature of a reprimand, is placed in the file:
- a. the teacher shall receive a copy,
 - b. the **teacher may** elect to attach an addendum to the material.
 - c. unsubstantiated critical material shall be removed **from** the file(s) subsequent to the investigation.
- 7.6 No material from a teacher's file shall be used as evidence in cases of discipline, suspension or dismissal unless the material was placed in the teacher's file in accordance with Clause 7.5 above.
- 7.7 Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate officials of the School District for bona fide reasons.

Article 8 - RACE RELATIONS

- 8.1 The Board and the Association do not condone and will not tolerate any expression of racism.
- 8.2 Any written allegation of racism within the District will be investigated by the Superintendent of Schools or **designate** and the results reported to the Board.

Article 9 - HARASSMENT OF TEACHERS

- 9.1 The allegation of harassment could be in response to actions on the part of:
- a. students
 - b. parents
 - c. administrative officers or excluded district staff.
- 9.2 Such allegations are to be put forward, in writing, to the Superintendent of Schools through the Association President.
- 9.3 If the allegation is substantiated, the Superintendent or designate shall act and attempt to resolve the situation and report the circumstances to the Board.

Article 10 - SCHOOL ACT APPEALS

- 10.1 Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and Board by-law of a decision of a teacher covered by this Agreement, or in connection with or affecting such a teacher:
- a) The teacher and the Association shall immediately be notified of the appeal and shall be entitled to receive all documents relating to the **appeal**;
 - b) the teacher shall be entitled to attend any formal meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Association; and
 - c) the teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.

- 10.2 The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the teacher(s) who made the decision.
- 10.3 No decision or by-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

Article 11 - FALSELY ACCUSED TEACHER ASSISTANCE

- 11.1 When a teacher has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and
- a) an investigation by the Board has concluded the accusations are false; or
 - b) the teacher is acquitted of criminal charges in relation to the accusations and an arbitrator considering discipline or dismissal of the teacher finds the accusations to be false and finds that no disciplinary action is appropriate,
- the teacher shall be entitled to assistance from the Board as provided in this Article.
- 11.2 The teacher and the teacher's family shall be entitled to reasonable specialist counselling and/or medical assistance to deal with negative effects of the allegations as agreed by the Superintendent or designate and the President of the Association..
- 11.3 The teacher shall be assisted by the Board in assuring a successful return to teaching duties, including any necessary leave of absence with pay, first priority for reassignment to a vacant position for which the teacher is qualified if requested by the teacher, and provision of factual information to parents by the Board, if requested by the teacher.

SECTION F - PROFESSIONAL DEVELOPMENT

Article 1 - PROFESSIONAL DEVELOPMENT

1.1 Statement of Purpose

The Board and the Association agree that professional growth for teachers is desirable throughout their career. It is part of each individual teacher's professional responsibility to seek out and pursue opportunities to grow professionally and, since teacher growth enhances education, it is part of the Board's responsibility to support professional development.

1.2 Components of Professional Development

The Board and the Association agree that professional development may involve the following three complementary components, each of which is valid and important:

- a. Individual professional development in which a teacher defines and pursues professional development goals related to their employment.
- b. School-based professional development in which a group of teachers within a single school, preferably the entire staff, collectively defines and pursues professional development goals collaboratively in response to their personal interests and needs, the educational leadership initiatives of the administrative officers, identified school-wide priorities, the educational initiatives of the Ministry of Education and within the educational goals and priorities of the Board.
- c. District-based professional development in which teachers from more than one school participate in activities **organized** by district staff or district committees in response to Ministry mandates, district initiatives or the needs of teachers from more than one school.

1.3 Principles of Professional Development

The Board and the Association agree that professional development is most effective when teachers determine their own needs and set and implement their own goals consistent with or complementary to the goals and priorities of the school, the District and the Ministry. To this end the Board and the Association further agree to the following principles:

- a. Professional growth is a process of adult learning and professional development programs are most effective when the following principles of adult learning are acknowledged in planning and implementing such a program:
 - i. past knowledge and experience is taken into account and built upon;
 - ii. the ideas and shared experiences of the participants are validated;
 - iii. the process is interactive and social;
 - iv. participation is voluntary.
- b. Any new professional development initiative 'should begin with an explicit goal setting process by the participant(s) which not only considers present needs and interests but also attempts to build on previous experience.
- c. Planning for professional development should consider needs for material resources, human resources, **organizational** support and time for learning.
- d. Whenever possible professional development activities should provide for a cycle of presentation, discussion, demonstration or modelling,

- individual practice, practice with feedback and reflective analysis both individually and with colleagues.
- e. All professional development programs should be evaluated for effectiveness by the participant(s).

1.4 Funding of Professional Development

- 1.4.1 School based funds shall be used to support both individual and School Board professional development activities.
- 1.4.2 The President of the Association will be advised annually of the amount of school-based funds allocated to the schools.
- 1.4.3 School-based professional development shall be administered by the Staff **Collegial** Council or an appropriate sub-committee under the educational leadership of the principal. They shall:
- establish a professional development plan identifying both long-term goals and short-term objectives. This plan shall be regularly reviewed and revised as necessary in response to a process of formative evaluation and/or goal setting.
 - determine the amount of school-based funding to be used for individual and school-based professional development purposes.
 - administer the funds for school-based professional development.
- 1.4.4 Individual professional development shall be funded from school-based funds and/or from a Joint Professional Development Trust Fund established for this purpose.
- 1.4.5 The Board and the Association shall establish and maintain a Joint Professional Development Trust Fund in the manner and for the purposes outlined below:
- The fund shall be brought to a balance equal to **35%** of P.A. Masters Max. in July of each year. Contributions to the fund shall be borne **60%** by the Board and **40%** by the Association.
 - Any surplus shall be carried forward and added to the following year's fund.
 - The Joint Professional Development Trust Fund shall be administered by a committee consisting of two (2) Board representatives; two (2) Association representatives and a mutually agreed upon non-voting recording secretary, with decisions to be made by consensus.
 - The guidelines for the Joint Professional Development Trust Fund shall be prepared by the Joint Professional Development Trust Fund Committee.
 - The Joint Professional Development Trust Fund shall be used for two purposes:
 - to support district-based professional development activities initiated and **organized** by the Association; and
 - to support the attendance of Association contributors to the Fund at national or international conferences.

- 1.4.6 The Board and the Association shall establish and maintain a Joint Professional Development Committee in the. manner and for the purposes outlined below:

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- a. The Joint Professional Development Committee shall consist of up to five **(5)** representatives appointed by the Board and five **(5)** representatives appointed by the Association.
- b. The Guidelines for the Joint Professional Development Committee shall be prepared by that Committee and published.
- c. Annually, the Joint Professional Development Committee shall be made aware of the amount of funding allocated for **district-**based professional development.
- d. The Joint Professional Development Committee shall:
 - i. Meet regularly on a mutually agreed upon schedule.
 - ii. Have the position of chair alternate each meeting between the Board and Association.
 - iii. Collate district and school professional initiatives in order to facilitate professional development throughout the district.
 - iv. Provide an annual summary of professional development activities that have occurred during the year which will assist in planning at the individual, school and district level.
 - v. Provide recommendations to the Superintendent about district level professional development goals and the funding needed for implementation.

Article 2 - NON-INSTRUCTIONAL DAYS

- 2.1 Non-instructional days are provided for in Section D Article 5 of this Agreement.
- 2.2 Non-instructional days shall be used primarily for the improvement of the learning situation, and as such, are intended as an opportunity for teachers to pursue professional activities related to educational objectives, philosophy, **organization**, teaching methods, curriculum, or program development and planning.
- 2.3 Non-instructional days shall be considered as instructional days for salary purposes for those teachers who would normally work on a day that a non-instructional day is scheduled.
- 2.4 One-half non-instructional day in September and/or one-half non-instructional day in June may be used for school opening and/or closing.
- 2.5 Following consultation with the Superintendent of Schools, one non-instructional day may be used as an Association District-wide convention day.
- 2.6 The remainder of the non-instructional days shall be used for professional development activities.
- 2.7 By September **30**, for the first term, and January **15**, for the second term, each school shall submit to the Board for approval its schedule and plan for **non-**instructional day activities.
- 2.8 Participation in non-instructional day activities shall be voluntary for those teachers not normally scheduled to work on that day.

Article 3 - PARENT/TEACHER CONFERENCE DAYS

- 3.1 The Board and the Association are guided by the philosophy that parent/teacher communication is an essential component of the education process.
- 3.2 Parent/Teacher conference days shall be provided as set out in Section D Article 5 - Regular Work Year-Letter of Understanding.

Article 4 - EDUCATIONAL CHANGE**4.1 Educational Implementation Committee**

- 4.1.1 When new or revised curriculum and/or educational change is being introduced to the school district, it shall be the responsibility of the Board to plan for its implementation at the district level. It will be the responsibility of schools to plan for implementation at the school level in cooperation with the Board.
- 4.1.2 Where the extent of the revision and the number of teachers involved warrants, an Educational Implementation Committee, which includes a majority of teacher representatives selected in consultation with the Association, shall be struck in advance of the beginning of the implementation process. This committee shall continue to meet and to advise for an appropriate period of time during the implementation process.
- 4.1.3 The Board shall provide release time to assist an implementation committee in its work. The committee shall meet either within school hours or outside of school hours as agreed to by the Superintendent or designate in consultation with members of the committee.

4.2 Support for Curriculum And/or Educational Change

- 4.2.1 In planning for the implementation of educational and/or curriculum change the Board, in consultation with the Educational Implementation Committee, if one exists, will support the implementation process by providing for the following.
- a) Clarity: Teachers, both individually and collectively, must develop clarity about the concept, the value and the process of the change which is being implemented. Since there will be both individual and collective adaptations of the change as it is implemented, the Board will assist teachers both prior to and throughout the implementation process to develop clarity about the change as follows.
 - i) Conceptual Clarity: Teachers understand the proposed change and how it differs from current practice.
 - ii) Value Clarity: Teachers understand how the proposed change can improve upon current practice.
 - iii) Procedural Clarity: Teachers understand the steps to be taken during the implementation and how these steps will affect their practice.
 - b) Time Required for Implementation: Teachers will require time both before and during implementation in order to plan, review and modify aspects of the change individually and collectively.
 - c) In-Service Support
 - d) Instructional Materials
 - e) Facilities and Equipment

- 4.2.2 As a part of the original implementation planning provision will be made for an ongoing process of both individual and collective reflection on the curricular change and the change process itself. The Educational Implementation Committee will ensure that such formative evaluation is conducted at the district level and will encourage schools to include a similar process in their own implementation planning.

4.3 Centralty of Teaching

Although the Ministry and the Board have both the right and the responsibility to exercise instructional leadership in curriculum, teachers, both individually and collectively, shall be **recognized** as the key agents of educational and/or curriculum change.

4.4 Coordination with Other Activities

Since **successful implementation** requires professional growth it cannot proceed solely through district level initiatives but will require school-based activity over a period of time sufficient for human change as well as **organizational** adaptation . In planning for the implementation of new and revised curricula the Board will consider the competing demands for time and resources by the on-going tasks for which teachers are responsible as well as by school-based, individual and district professional development programs.

Article 5 - SCHOOL ASSESSMENT/ACCREDITATION

- 5.1 Prior to undertaking the Ministry of Education's required school assessment/accreditation program, or a district self-assessment program, the staff of the school, in consultation with Board Officials, shall develop a process and **timeline** for implementing the assessment/accreditation process.
- 5.2 The Board shall provide appropriate release time for school staff and other resources to carry out the assessment/ accreditation, as determined following consultation with the school staff,
- 5.3 The external assessment/accreditation Team's report shall be provided only to the school staff concerned, the Board, and the Ministry of Education.

Article 6 - PROFESSIONAL AUTONOMY

- 6.1 While it is **recognized** that the Board has the responsibility to exercise instructional leadership through its Administrative Officers in order to promote effective educational practise, teachers shall, within the bounds of the prescribed and locally developed curriculum, and consistent with effective educational practice have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course materials in the classes of pupils to which they are assigned.
- 6.2 It is also **recognized** that the Board retains the right to evaluate a teacher's effectiveness pursuant to Section E, Article 3 of this agreement.

SECTION G . LEAVES OF ABSENCE**Article 1 - LEAVE OF ABSENCE PROCEDURES**

1.1 The following procedures apply when a teacher desires or is required to be absent from duty on short term leave:

<u>REASON</u>	<u>PROCEDURE</u>
Illness	. notify substitute callboard
Critical Illness	. written request to Superintendent of Schools or designate complete an SA47
Bereavement	. notify the principal notify the substitute callboard . leave in excess of five (5) days requires written request to Superintendent of Schools or designate complete an SA47
Funeral	notify the principal notify substitute callboard additional leave on written request to Superintendent of Schools or designate complete an SA47
Detached Duty	. written request to the Superintendent of Schools or designate . complete an SA47
Jury or Witness	. notify the principal notify substitute callboard complete an SA47 upon return, forward a xerox copy of the cheque received for Jury duty, along with a statement outlining other expenses and the balance of the amount received for such service to the Personnel Department
Discretionary (without salary deduction) University Examinations Personal Graduation Citizenship Child Adoption Paternity Leave Professional Leave	notify the principal notify substitute callboard items #4 and #5 , written request for additional leave to Superintendent of Schools or designate . item #6 , authorization of principal or other Board official . complete an SA47

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Education	request of the principal written request to the Superintendent of Schools or designate for additional days complete an SA47
Amateur Competition	request of the principal notify substitute callboard written request to Superintendent of Schools or designate for additional days complete an SA47
Hospitalization of Immediate Family	request of the principal notify substitute callboard complete an SA47
Religious	forward request to Superintendent of Schools or designate notify substitute callboard complete an SA47
Graduation of Immediate Family	notify the principal notify substitute callboard complete an SA47
Public or Civic Duty	notify the principal notify Superintendent of Schools in writing regarding details notify substitute callboard
Community Service	written request to the Superintendent of Schools or designate notify substitute callboard
Absence Caused by Unforeseen Emergency Situations Beyond the Teacher's Control	request leave from the principal notify substitute callboard complete an SA47
Discretionary (cost of substitute deducted)	notify the principal notify substitute callboard complete an SA47
All other reasons	*Notify Principal *Written request to the Superintendent of Schools or designate *Complete an SA47 * Notify Sub call-Board

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1.2 The following procedures apply when a teacher desires or is required to be absent from duty on ~~1 & g~~ term leave:

- Category A . written application to the Superintendent of Schools or designate
- Category B and C . written request to the Superintendent of Schools or designate prior to March **31st** for leave commencing at the beginning of **the** next school year or October 3 **1st** for the second term or semester.
- Other . written requests to the Superintendent of Schools or designate by March 3 **1st** for leave commencing at the beginning of the school year or October 3 **1st** for the second term or semester
- Maternity . written notification to the Superintendent of Schools or designate stating commencement and **return** dates (include medical certificate) extensions may be requested no later than three (3) school months prior to stated date of return early return on written application accompanied by medical certificate
- Adoption . as above
- Paternity . notify the principal
 . notify substitute callboard
 . additional days at cost of substitute - written request to the principal
 . complete an **SA47**
- All Other Reasons . written request to Superintendent of Schools or designate
 . notify substitute callboard

NOTE: Any letter to the Superintendent of Schools or designate regarding a leave of absence request should specify a covering copy for the principal.

A - SHORT TERM LEAVE ILLNESS

- 2.1 Sick leave allowance means the number of sick days that a teacher has been credited through employment with the Board and for which he/she will be entitled to sick leave at his/her regular rate of pay.
- 2.2 Sick leave accumulated by each teacher prior to June **30, 1988** shall continue to be credited to that teacher.
- 2.3 Sick leave allowance shall be credited to a teacher on the basis of one-and one-half (1 1/2) days for each month of employment with the Board.
- 2.4 ~~A part-time~~ teacher shall accumulate sick leave in the same proportion as that **determined** for payment of salary.

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SECTION G

- 2.5 Each year no less than fifteen (15) days of sick leave will be available to each teacher at the beginning of the school year.
 - 2.5.1 Any amount paid to a teacher for sick leave, advanced but not earned during the school year, shall be repaid by the teacher through payroll deduction.
 - 2.5.2 Where the Board is unable to collect any outstanding balance, as provided for in Clause 2.5.1 above, the Association will join with the Board and undertake a course of action as appropriate to recover any outstanding amount from the teacher.
- 2.6 Any days during which the teacher has been absent with full pay while ill, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act, shall be charged against any sick leave accumulated by the teacher.
- 2.7 In any one year when a teacher has not used his/her sick leave allowance or has only used a portion of it, the entire unused allowance shall accumulate for his/her future use.
- 2.8 Deductions shall be made from sick leave allowance on the basis of one (1) full day for one (1) full working day (exclusive of holidays) of sick leave granted.
- 2.9 The number of days for which a teacher may be allowed to receive his/her regular rate of pay under this Article, in any one school year, shall not exceed one hundred twenty(120).
- 2.10 A record of all unused sick leave allowance will be kept by the Board. The Board shall advise each teacher by September 30th of each year of the amount of his/her accumulated sick leave allowance as at June 30 of the previous year. Any teacher shall be advised, upon application, of the amount of his/her sick leave allowance.
- 2.11 If a teacher is returning to the District after a previous termination of employment previously accumulated sick leave with the Board will be reinstated.
- 2.12 Leave in excess of forty (40) working days shall be considered to be long-term leave as described under Article 4.1 Category A of this Section.

Article - SHORT TERM LEAVE

- 3.1 Leaves of Absence Without a Salary Deduction
The Board shall, unless otherwise stated, grant leave of absence to teachers without salary deductions to a maximum of twenty (20) working days.

REASON FOR ABSENCE

LIMITATIONS

CRITICAL ILLNESS

In case of critical illness in the family of a teacher, the teacher shall be entitled to leave for up to three (3) days with pay upon written request to the Superintendent of Schools or designate. Leave in excess of three (3) days may be granted with or without pay or with the cost of substitute deducted

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upon written request to the Superintendent of Schools or designate.

BEREAVEMENT

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The Board shall grant leave with pay to a maximum of five days in the case of the death of a spouse, child, mother, father, stepmother, stepfather, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, **daughter-in-law**, grandparent, grandchild, or any other person living in the same household or who is a dependent of the teacher. Leave in excess of five days may be granted with or without pay or with the cost of substitute deducted upon written request to the Superintendent of Schools or designate

FUNERAL

In the event of the death of any relative not mentioned above or a friend of the teacher, the teacher shall be entitled to leave up to one half (1/2) day with pay. Upon request of the Superintendent or designate an additional one half (1/2) day with pay may be granted for the purpose of attending the funeral. Upon request additional days for travel, if necessary, with the cost of substitute deducted may be granted by the Superintendent or designate. The Board reserves the right to limit the number of leaves in the event there is a significant number of requests for teachers to attend the same funeral.

DISCRETIONARY

1. University examinations for courses related to teaching (one day)
2. Personal graduation to attend one's own convocation or the convocation of an immediate family member (one-half / one day).
3. Citizenship-limited to the time required to attend official proceedings (one-half / one day)
4. Child adoption (two days). Upon request, where extensive travel is required, up to an additional three (3) days may be granted with the cost of substitute deducted.
5. Paternity leave (two days). Up to an additional three days may be granted with the cost of substitute deducted,
6. Professional leave to attend workshops, clinics, or conferences **authorized** by a principal or other Board Official

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Short-Term Leave not restricted to the twenty (20) working day limitREASON FOR ABSENCELIMITATIONS

DETACHED DUTY

Leave may be granted with pay for services requested by the Ministry of Education, Faculties of Education, other school districts and other **organizations** as approved by the Board provided that all costs are borne by the requesting **organization**.

JURY OR WITNESS

The Board shall grant leave of absence with pay to a teacher summoned for jury duty or required to attend any legal proceedings by reason of subpoena. A teacher on such leave shall pay over to the Board any sums received for such service, exclusive of travelling costs or meal allowances .

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3.2 Leave of Absence With Salary DeductionREASON FOR ABSENCELIMITATIONS

EDUCATION

Leave may be granted to a maximum of five **(5)** days with cost of substitute deducted for attendance at University, College, or Institute of Technology courses. Additional days may be granted upon written request to the Superintendent of Schools or designate.

AMATEUR COMPETITION

Leave may be granted with cost of substitute deducted for preparation and participation in a Provincial, National or International competition to a maximum of **(5)** five days. Leave in excess of five days may be granted with the cost of substitute deducted, upon written request to the Superintendent of Schools or designate.

HOSPITALIZATION OF IMMEDIATE FAMILY

Leave may be granted to a maximum of five **(5)** days with cost of substitute deducted for **hospitalization** of immediate family. A letter of verification by the attending physician may be requested by the Board.

RELIGIOUS

The Board may grant leave of absence with the cost of substitute deducted to a maximum of **(5)** five days for religious observance upon written request to the Superintendent of Schools or designate.

ABSENCE CAUSED BY UNFORESEEN EMERGENCY SITUATIONS BEYOND THE TEACHERS CONTROL

Teachers may be granted up to (3) three days absence for emergencies beyond the teacher's control with the cost of a substitute deducted.

DISCRETIONARY

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Annually, teachers shall be granted one day of discretionary leave, for reasons other than outlined in 3.1 (Discretionary) of this Article, with the cost of substitute deducted. Such leave shall not be for the purpose of holiday extension.

PUBLIC OR CIVIC DUTY

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When a teacher is nominated as a candidate and wishes to contest a municipal, provincial, or federal election, he/she shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted leave through the end of the school year in which the term in office expires. Teachers elected or appointed to municipal or regional district offices or public Boards shall be granted leave of absence with full salary deduction for each day of absence.

COMMUNITY SERVICE

Teachers serving on the boards of community service, philanthropic and/or charitable **organizations**, such as United Way, may be granted leave with pay or with the cost of a substitute deducted, upon application to the Superintendent of Schools or designate.

ALL OTHER REASONS

The normal rate of deduction shall be 1/200th of the teacher's annual salary for each day absent.

Article 4 - LONG TERM LEAVE

4.1 Leave may be granted for teachers on continuing contract under the following categories:

Category A:

1. Illness
2. Further Study
 - a. part time
 - b. full time
3. Political

Category B:

1. Exchange
2. On loan
3. Department of National Defence, etc.

Category C:

1. Travel
2. Competitive Sports

- 4.2 No limitations shall be placed on the number of requests under Category A.
- 4.3 Except for competitive sports, requests under Categories B and C shall not be considered from teachers who have not completed three years of service in Richmond School District.
- 4.4 Teachers who have been granted leave under Category B - Item 1, shall not be granted further leave of absence of such a kind until an additional three (3) years of service has been completed.
- 4.5 Teachers granted leave of absence under Category A I-Illness may be requested to support such absence by written documentation from a medical practitioner. A teacher returning from an indefinite leave of absence under Category A-I Illness shall in advance of their return notify the Teaching Personnel Office
- 4.6 Requests in Categories B and C shall be considered in the order in which they are received by the Board. Requests, in most cases, must be made in writing no later than March 15 for leave commencing at the beginning of the next school year and no later than October 31 for leave commencing at the beginning of the second term or second semester provided a suitable replacement can be made. A teacher granted a leave of absence under Categories A-2, A-3, B and C must inform in writing the Superintendent or his designate no later than March 15 of his/her intent to return to the teaching staff at the beginning of the next school year or by October 1 of his/her intent to return to the teaching staff at the beginning of the second term or second semester.
- 4.7 All requests for leave of absence (other than illness) for an ensuing school year under this article shall be made in writing and shall be received in the School Board Office on or before March 15.
- 4.8 Leave of absence for teachers to enter politics shall be subject to the following:
- 4.8.1 Reasonable leave shall be granted without pay to enable any teacher to campaign for any political office.
- 4.8.2 A teacher elected to political office shall be granted leave of absence without pay.
- 4.8.3 It is understood that teachers returning from a leave (granted to hold political office) will be accepted back on staff at the beginning of a school year or sooner if a suitable placement becomes available.
- 4.8.4 Where a teacher left an administrative position, he/she will be accepted back on staff as a teacher, and will be given consideration for any suitable administrative vacancy that should occur.
- 4.9 The Board makes no guarantee that a teacher will be returned to his/her former position; only that he/she will be accepted back on staff in a comparable position.

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Article 5 - LONG TERM LEAVE - OTHER

- 5.1 Long term leave without pay may be granted for teachers on continuing contract subject to the following conditions:
- 5.1.1 Leave applicants must have a minimum of four (4) years of service with the Board.
 - 5.1.2 Leaves shall be for a period of up to ten (10) consecutive teaching months with preference given to the beginning of the school year and then only to the beginning of the second term or second semester.
 - 5.1.3 Requests should be made in writing no later than March 15th for leave commencing at the beginning of the school year and no later than October 31st for leave commencing at the beginning of the second term or second semester.
 - 5.1.4 A teacher granted a leave of absence under this Article must inform, in writing, the Teaching Personnel Department no later than March 15th of his/her intent to return to the teaching staff at the beginning of the school year or by October 1st of his/her intent to return to the teaching staff at the beginning of the second term or second semester.
 - 5.1.5 Leave granted under this article cannot be combined with other leaves of absence.
 - 5.1.6 Applications for leave under this Article must be recommended by the Superintendent or designate.

Article 6 - ABSENCES UNDER WORKERS' COMPENSATION

- 6.1 When a teacher is absent from work and is in receipt of **Workers'** Compensation wage loss benefits in respect of the absence, the Board will make up the difference between the amount of the benefit and the teacher's full pay, provided that the teacher has sufficient sick leave to his/her credit. One-quarter (1/4) of a day will be deducted from the teacher's accumulated sick leave for each day he/she is absent and receives the **W.C.B.wage** loss benefit. When the teacher's accumulated sick leave is exhausted, he/she shall receive the Workers' Compensation benefit only.
- 6.2 During the period of absence the Board shall continue to pay its share of Dental, Medical Services Plan, Extended Health Benefit and Group Life Insurance premiums.

Article 7 - MATERNITY/PATERNITY LEAVE

7.1 Short-term Maternity Leave:

- 7.1.1 A pregnant teacher shall be granted, upon request, a leave of absence:
- a. as provided for in Part 7 of the Employment Standards Act (1980),
 - or

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- BIP

- b. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or the following Spring Break.

7.2 Supplemental Unemployment Benefits on Maternity Leave:

7.2.1 When a pregnant teacher takes a maternity leave to which she is entitled pursuant to Employment Standards Act, the Board shall pay the teacher:

- a. 95% of her current salary for the first two weeks of the leave;
- b. and, when the teacher is eligible to receive UIC maternity benefits the difference between 60% of her current salary and the amount of UIC maternity benefits received by the teacher for a further fifteen (15) weeks.

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7.2.2 The Board agrees to enter into a Supplementary Employment Benefit (SUB) plan agreement requirement by the Unemployment Insurance Act in respect of such maternity payment.

7.3 Extended Maternity Leave:

7.3.1 Continuing contract teachers granted leave under clause 7.1.1 who choose not to return to work at the expiration of that leave may apply for extended maternity leave, at least three (3) teaching months prior to the beginning of the school term or semester in which duty is to commence.

7.3.2 Leave under 7.1 and 7.3 shall be granted upon request for a period of up to a maximum of twenty (20) school months, with return to coincide with the commencement of a term or semester;

7.3.3 Teachers returning from extended maternity leave shall do so at the commencement of a term or semester and shall confirm in writing their return at least three (3) teaching months prior to the beginning of the school term or semester in which duty is to commence.

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p. 77

7.4 Early Return and Emergency Situations:

7.4.1 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;

7.4.2 the teacher intending to make an early return to duty will submit a written application and a medical certificate;

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

7.4.4 a terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act (1980) and the maternity leave provisions of this Article.

7.5 Use of Sick Leave

In the event of medical complications which require an employee to be absent from work for a period of time before the date of the employee's maternity leave is scheduled to commence or which require an employee to be absent from work for a period of time after the date the employee's maternity leave is scheduled to conclude and the employee provides the School Board with a medical certificate verifying that the teacher is unable to work for medical reasons, the employee will be entitled to **utilize** any sick leave which the employee has accumulated.

7.6 Extended Maternity Leave Benefits

A **teacher** may maintain **benefits while** on maternity leave by making arrangements with the Secretary Treasurer's office in advance of the leave, paying the full share of the **premiums** for the leave of absence

7.7 Adoption

In the case of adoption, maternity leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of this section shall apply including all rights guaranteed under the Employment Standards Act (1980). **Paid leave of two (2) days** shall be granted to either parent, or both (if both are teachers of the Board), for mandatory interviews or travelling time to receive the child.

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7.8 Assignment:

7.8.1 A teacher returning from short-term leave within a school year shall be reassigned to the same position held prior to the leave, provided that position still exists;

7.8.2 A teacher returning from extended leave shall be assigned to a reasonably comparable position within the District.

7.8.3 These items notwithstanding, a teacher may choose to apply for a transfer to another position.

7.9 Paternity Leave

7.9.1 On the birth of his child or in the case of adoption or legal guardianship, the teacher may apply and shall be granted paternity leave with pay of up to two (2) days.

7.9.2 The teacher may request and shall be granted up to an additional three (3) days with the cost of substitute deducted.

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Article 8 - PARENTHOOD LEAVE

8.1 Parenthood leave shall not be combined with maternity leave under Article 7 of this section to provide a leave of absence in excess of two (2) years.

8.2 Where written application is made to the Superintendent of Schools or designate by a continuing contract teacher, leave without pay shall be granted for a four (4) month period (September 1 to December 31), a six month period (January 1 to June 30) or for a ten (10) month period (September 1 to June 30).

- 8.3 Applications for parenthood leaves commencing September 1st must be submitted by March 15th. Leaves commencing January 1st must be submitted by October 31st.
- 8.4 In emergency situations, the leave periods in Clause 8.1 and the applications in Clause 8.2 may be waived upon request to the Superintendent or designate.
- 8.5 If an application for early return to duty is received, the request may be granted if a suitable position is available.
- 8.6 A teacher may maintain benefits while on parenthood leave by making arrangements with the Secretary Treasurer's office in advance of the leave, paying the full share of the premiums for the estimated leave of absence.
- 8.7 A teacher returning from a four (4) or six (6) month parenthood leave shall be reassigned to the same position held prior to the leave, provided that position still exists. A teacher returning from a ten (10) month parenthood leave shall be assigned to a reasonably comparable position within the district.

Article 9 - SELF-FUNDED LEAVE PLAN (DSLPL)

- 9.1 The Board shall administer a Self-Funded Leave Plan for continuing contract teachers.
- 9.2 The Self-Funded Leave Plan shall be governed by a Self-Funded Leave Plan committee composed of three members appointed by the Association and three members appointed by the Board. The committee shall select a chairperson from amongst its members.
- 9.3 The committee shall determine any questions referred to it regarding the operation of the Self-Funded Leave Plan including the selection and election of an eligible financial institution for the deferred compensation amounts.
- 9.4 During the period of leave, the teacher shall continue to receive medical, extended health, group life insurance and dental benefits in accordance with the agreement.
- 9.5 On return from leave, the teacher shall be assigned to a grade level and subject area assignment comparable to that held prior to taking the leave, unless a different assignment is mutually agreed upon.

Article 10 - EARLY RETIREMENT INCENTIVE

- 10.1 The Board and the Association agree to establish a joint committee to study the feasibility of a retirement incentive plan. This study will include, but not be limited to, criteria for eligibility and the possible method of payment. The committee will also make reference to existing Board policy and other similar plans before making recommendations to the Board by March 30, 1991.

SIGNED THIS 7TH DAY OF MARCH IN THE YEAR 1991

FOR: THE BOARD OF SCHOOL TRUSTEES,
SCHOOL DISTRICT NO. 38 (RICHMOND)

original signed: Patricia Gudlaugson
PATRICIA GUDLAUGSON, CHAIRPERSON

original signed: Ken Morris
K.L. MORRIS, SECRETARY-TREASURER

FOR: THE RICHMOND TEACHERS' ASSOCIATION

original signed: B. A. Morley
BARRY Morley, PRESIDENT

original signed: Janice Beck
JANICE BECK, BARGAINING CHAIRPERSON

SCHOOL DISTRICT NO. 38 (RICHMOND)
 INTERIM TEACHERS' SALARY SCHEDULE
 FOR THE PERIOD JULY 1, 1990 TO JUNE 30, 1991
 AS PER BOARD RESOLUTION #437/91

EXPERIENCE	3	4	5	5+15	6	6+15 BONUS
0	27,086	29,602	32,522	35,021	35,739	38,366
1	27,086	29,602	32,522	35,021	35,739	38,366
2	28,223	31,037	34,285	36,988	37,706	40,333
3	29,360	32,472	36,048	38,955	39,673	42,300
4	30,497	33,907	37,811	40,922	41,640	44,267
5	31,634	35,342	39,574	42,889	43,607	46,234
6	32,771	36,777	41,337	44,856	45,574	48,201
7	33,908	38,212	43,100	46,823	47,541	50,168
8	35,045	39,647	44,863	48,790	49,508	52,135
9	36,182	41,082	46,626	50,757	51,475	54,102
10	37,319	42,517	48,389	52,724	53,442	56,069
11		43,952	50,152	54,691	55,409	58,036
INCREMENT	1,137	1,435	1,763	1,967	1,967	1,967
SUBSTITUTE DAILY RATE		125.97	118.41			

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SCHEDULE 'A'

BASIC SALARY GRID

JULY 1, 1990

<u>YEARS OF EXPERIENCE</u>	<u>CATEGORY 3</u>	<u>CATEGORY 4</u>	<u>CATEGORY 5</u>	<u>CATEGORY 5+15</u>	<u>CATEGORY 6</u>	<u>CATEGORY 6+15 BONUS</u>
0	\$27,231	\$29,760	\$32,699	\$35,210	\$35,932	\$38,573
1	\$27,231	\$29,760	\$32,699	\$35,210	\$35,932	\$38,573
2	\$28,375	\$31,203	\$34,471	\$37,188	\$37,910	\$40,551
3	\$29,519	\$32,646	\$36,243	\$39,166	\$39,888	\$42,529
4	\$30,663	\$34,089	\$38,015	\$41,144	\$41,866	\$44,507
5	\$31,807	\$35,532	\$39,787	\$43,122	\$43,844	\$46,485
6	\$32,951	\$36,975	\$41,559	\$45,100	\$45,822	\$48,463
7	\$34,095	\$38,418	\$43,331	\$47,078	\$47,800	\$50,441
8	\$35,239	\$39,861	\$45,103	\$49,056	\$49,778	\$52,419
9	\$36,383	\$41,304	\$46,875	\$51,034	\$51,756	\$54,397
10	\$37,527	\$42,747	\$48,647	\$53,012	\$53,734	\$56,375
11		\$44,190	\$50,419	\$54,990	\$55,712	\$58,353
INCREMENT	\$1,144	\$1,443	\$1,772	\$1,978	\$1,978	\$1,978

BASIC SALARY GRID

JANUARY 1, 1991

<u>YEARS OF EXPERIENCE</u>	<u>CATEGORY 3</u>	<u>CATEGORY 4</u>	<u>CATEGORY 5</u>	<u>CATEGORY 5+15</u>	<u>CATEGORY 6</u>	<u>CATEGORY 6+15 BONUS</u>
0	\$27,639	\$30,206	\$33,189	\$35,738	\$36,471	\$39,152
1	\$27,639	\$30,206	\$33,189	\$35,738	\$36,471	\$39,152
2	\$28,800	\$31,671	\$34,988	\$37,746	\$38,479	\$41,160
3	\$29,961	\$33,136	\$36,787	\$39,754	\$40,487	\$43,168
4	\$31,122	\$34,601	\$38,586	\$41,762	\$42,495	\$45,176
5	\$32,283	\$36,066	\$40,385	\$43,770	\$44,503	\$47,184
6	\$33,444	\$37,531	\$42,184	\$45,778	\$46,511	\$49,192
7	\$34,605	\$38,996	\$43,983	\$47,786	\$48,519	\$51,200
8	\$35,766	\$40,461	\$45,782	\$49,794	\$50,527	\$53,208
9	\$36,927	\$41,926	\$47,581	\$51,802	\$52,535	\$55,216
10	\$38,088	\$43,391	\$49,380	\$53,810	\$54,543	\$57,224
11		\$44,856	\$51,179	\$55,818	\$56,551	\$59,232
INCREMENT	\$1,161	\$1,465	\$1,799	\$2,008	\$2,008	\$2,008

SCHEDULE 'A'

BASIC SALARY GRID

JULY 1, 1991

<u>YEARS OF EXPERIENCE</u>	<u>CATEGORY 3</u>	<u>CATEGORY 4</u>	<u>CATEGORY 5</u>	<u>CATEGORY 5+15</u>	<u>CATEGORY 6</u>	<u>CATEGORY 6+15 BONUS</u>
0	\$28,814	\$31,491	\$34,600	\$37,257	\$38,021	\$40,816
1	\$28,814	\$31,491	\$34,600	\$37,257	\$38,021	\$40,816
2	\$30,023	\$33,018	\$36,475	\$39,350	\$40,114	\$42,909
3	\$31,232	\$34,545	\$38,350	\$41,443	\$42,207	\$45,002
4	\$32,441	\$36,072	\$40,225	\$43,536	\$44,300	\$47,095
5	\$33,650	\$37,599	\$42,100	\$45,629	\$46,393	\$49,188
6	\$34,859	\$39,126	\$43,975	\$47,722	\$48,486	\$51,281
7	\$36,068	\$40,653	\$45,850	\$49,815	\$50,579	\$53,374
8	\$37,277	\$42,180	\$47,725	\$51,908	\$52,672	\$55,467
9	\$38,486	\$43,707	\$49,600	\$54,001	\$54,765	\$57,560
10	\$39,695	\$45,234	\$51,475	\$56,094	\$56,858	\$59,653
11		\$46,761	\$53,350	\$58,187	\$58,951	\$61,746
INCREMENT	\$1,209	\$1,527	\$1,875	\$2,093	\$2,093	\$2,093

BASIC SALARY GRID

JANUARY 1, 1992

<u>YEARS OF EXPERIENCE</u>	<u>CATEGORY 3</u>	<u>CATEGORY 4</u>	<u>CATEGORY 5</u>	<u>CATEGORY 5+15</u>	<u>CATEGORY 6</u>	<u>CATEGORY 6+15 BONUS</u>
0	\$29,606	\$32,356	\$35,552	\$38,281	\$39,067	\$41,937
1	\$29,606	\$32,356	\$35,552	\$38,281	\$39,067	\$41,937
2	\$30,849	\$33,925	\$37,479	\$40,432	\$41,218	\$44,088
3	\$32,092	\$35,494	\$39,406	\$42,583	\$43,369	\$46,239
4	\$33,335	\$37,063	\$41,333	\$44,734	\$45,520	\$48,390
5	\$34,578	\$38,632	\$43,260	\$46,885	\$47,671	\$50,541
6	\$35,821	\$40,201	\$45,187	\$49,036	\$49,822	\$52,692
7	\$37,064	\$41,770	\$47,114	\$51,187	\$51,973	\$54,843
8	\$38,307	\$43,339	\$49,041	\$53,338	\$54,124	\$56,994
9	\$39,550	\$44,908	\$50,968	\$55,489	\$56,275	\$59,145
10	\$40,793	\$46,477	\$52,895	\$57,640	\$58,426	\$61,296
11		\$48,046	\$54,822	\$59,791	\$60,577	\$63,447
INCREMENT	\$1,243	\$1,569	\$1,927	\$2,151	\$2,151	\$2,151

APPENDIX A **DUTIES OF TEACHERS**

EXCERPTS FROM THE SCHOOL ACT AND SCHOOL ACT REGULATION

School Act Section 17- Teachers' responsibilities

"17 (1) A teacher's responsibilities include designing, supervising and assessing educational programs and providing instruction to individual students and groups of students.

(2) Teachers shall perform the duties set out in the regulations."

School Act Regulation 4

"Duties of teachers

4. (1) The duties of a teacher include the following:
- (a) providing teaching and other educational services, including advice and instruction assistance, to the students assigned to the teacher, as required or assigned by the board or the minister;
 - (b) providing such assistance as the board or principal considers necessary for the supervision of students on school premises and at school functions, whenever and wherever held;
 - (c) ensuring that students understand and comply with the codes of conduct governing their behaviour and with the rules and policies governing the operation of a school;
 - (d) assisting to provide programs to promote students' intellectual development, human and social development and career development;
 - (e) maintaining the records required by the minister, the board and the school principal;
 - (f) encouraging the regular attendance of students assigned to the teacher;
 - (g) evaluating students' intellectual development, human and social development and evaluating educational programs for students as required by the minister or the board;
 - (h) providing information in respect to students assigned to the teacher as required by the minister, board or, subject to the approval of the board, by a parent;
 - (i) when required to do so by the minister, verifying the accuracy of the information provided to the minister under paragraph (h);
 - (j) regularly providing the parents or guardians of a student with reports in respect of the student's school progress;
 - (k) attending all meetings or conferences called by the principal or superintendent of schools for the district to discuss matters the principal or superintendent considers necessary unless excused from attending the meeting or conference by the principal or superintendent of schools;
 - (l) admitting to his or her classroom to observe tuition and practise teaching, student teachers enrolled in a university established under the University Act or in an institution for training teachers established under any other Act, and rendering assistance to the student teachers, and submitting the reports on their teaching ability or on other matters relating to them or their work, considered necessary for the training of teachers by the university or institution.
- (2) Reports referred to in subsection (l)(j) shall be made at least 5 times during the school year as follows:

- (a) 3 written reports, one of which shall be at the end of the school year
 - (i) on a form approved by the minister, or
 - (ii) on a form approved by the board containing information and, when required, using reporting symbols ordered or approved by the minister,
- (b) at least 2 informal reports.

DEFINITION/DESCRIPTION OF TERMS

For the purpose of this Agreement, the following terms shall be defined as:

Board	The Richmond School Board
Association	The Richmond Teachers' Association
Teacher	All employees covered by this Collective Agreement, including speech/language pathologists and clinicians, and psychologists
Continuing Teacher	A teacher appointed on a continuing contract in accordance with this agreement.
Temporary Teacher	A teacher appointed on a temporary contract for a specified period in accordance with the Section C, Article 1 of the agreement. Unless reappointed to a further specified term, a temporary teachers' employment shall cease at the completion of the term
Probationary Teacher	A continuing teacher placed on a probationary appointment in accordance with Section C, Article 1 of this agreement.
Substitute Teacher	A teacher holding a valid and subsisting B.C. Teaching Certificate, hired on a day-to-day basis
Instructional Assignment	The time during the week devoted to teaching courses and lessons, including time assigned to supervise curricular activities and study periods
Non-instructional Time	Non-instructional time should be of such a nature that the classroom teacher is not required to leave planned or prepared material for a relieving teacher, nor should the classroom teacher be required to mark material left by the relieving teacher. The relieving teacher should be totally responsible for the instructional period
Instructional Leadership	The Administrative Officer's role in providing direction, resources and support to teachers and students for the improvement of teaching and learning in the school
Mainstreaming	The placement of special needs students in regular classes on a full-time basis.
Integration	The placement of special needs students in regular classes from a resource room or special class on a part-time basis.

LETTER OF UNDERSTANDING

BETWEEN: The Board of School Trustees, School District No. 38 (Richmond)

AND: The Richmond Teachers' Association

RE: Early dismissal days pursuant to Section D, Article 5.3

The Board shall provide a maximum total of four (4) early dismissal days of two (2) hours each for the purpose of **conferencing** with parents.

FOR THE BOARD:

FOR THE ASSOCIATION

original signed: Patricia Gudlaugson
Chairperson

original signed: B. A. Morley
President

8/8/90 Agent
27/F

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re:1990-92 COLLECTIVE AGREEMENT

As the result of the Compensation Fairness Act, the School Board was required to report the compensation increases provided under the Collective Agreement to the Compensation Fairness Program prior to implementation.

After the compensation increases provided in the Collective Agreement were rejected by the Commissioner of the Program, the Board sought and was granted permission to provide a **4.93%** increase to the salary scale effective July **1, 1990**. A copy of the **resulting Interim** Salary Scale is attached to your agreement copy.

Changes in benefit coverage which were slated to take effect on July **1, 1991** cannot be implemented at this time.