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TEACHERS'

COLLECTIVE AGREEMENT

Between

The Board of
School Trustees

School District No. 43
(Coquitlam)

and

The Coquitlam
Teachers' Association

JAN - 6 1992

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SCHOOL DISTRICT NO. 43 (COQUITLAM)

THIS AGREEMENT, entered into this 16th day of January, 1991

BETWEEN

THE **BOARD** OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 43 (COQUITLAM) a corporate body established pursuant to the School Act, (hereinafter referred to as "the Board")

PARTY OF THE FIRST PART

AND

THE COQUITLAM TEACHERS' ASSOCIATION, a trade union pursuant to the Industrial Relations Act, (hereinafter referred to as "the CTA")

PARTY OF THE SECOND PART

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

PREAMBLE

The two parties recognize and support the purposes of this Agreement as being:

- to promote harmonious relations between the Board and its managers and the CTA and its teachers;
- to encourage cooperation between the Board and the CTA in the provision of efficient, quality programs and services for the students of the district;
- to set forth the terms and conditions of employment agreed to between the parties;
- to set forth mechanisms for the expeditious resolution differences which may arise from time to time as to the application or interpretation of the Agreement.

ARTICLE 1 AGREEMENT

1.1 This Agreement is made pursuant to and governed by the School Act and the Industrial Relations Act. In the event of any conflict between this Agreement and the provisions of those Acts and any Regulations made thereunder, those Acts and Regulations shall prevail.

1.1.1 Terms used in this Agreement shall have the meaning! defined in those Acts.

- 1.1.2 Should any statute or regulation render any part of this Agreement null and void, the remainder of the terms of the Agreement shall continue in effect.
- 1.1.3 In this event, the parties shall meet to determine mutually acceptable provisions. If the parties cannot agree within three (3) months of the first meeting and over three (3) months remains in the term of this Agreement, a single arbitrator as provided for in Article 6 shall be appointed.
- 1.2 The use of one gender in this Agreement shall include the other and use of the singular shall include the plural unless the sense of the provision requires otherwise.

ARTICLE 2 DURATION OF AGREEMENT

- 2.1 The term of this Collective Agreement shall be July 1, 1990, to June 30, 1992. The parties agree that not less than four (4) months preceding the expiry of this Agreement, they shall commence collective bargaining in good faith with the object of renewal or revision of this Agreement and the concluding of a Collective Agreement for the subsequent period.
- 2.2 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 parties agree that the terms and conditions of employment provided for in this Agreement will continue to apply during bargaining without prejudice to the right of either party to take action permitted by Part 5 of the Industrial Relations Act, and without prejudice to the provisions of the new Agreement.
- 2.3 The operation of Section 66 (2) of The Industrial Relations Act is specifically excluded from this Agreement.

ARTICLE 3 DEFINITIONS OF EMPLOYEE STATUS, COMMITTEES AND TERMINOLOGY

3.1 Terminology

Employees represented by this Agreement (full or part-time) shall fall into one of the following categories:

- 3.1.1 Teachers
- (a) A continuing teacher shall mean a teacher employed on a contract continuing until terminated under provisions of this Agreement.
- (b) A temporary teacher shall mean a teacher appointed for a specified period not exceeding one (1) year, to a position temporarily existing or temporarily vacant, or for a period not exceeding the remainder of the existing school year, to a position which has become vacant during a school year.
- 3.1.2 Associated Professionals

- (a) Associated professionals shall be appointed to positions of speech pathology and audiology in keeping with the provisions of this Agreement and on the basis as set out in (a) and (b) above.

3.2 Review Panel Composition re Education Leave (Article 13.2.1)

3.2.1 The Review Panel shall consist of five (5) members: two (2) representatives duly delegated by the Board, two (2) representatives duly delegated by the Association executive, and either the superintendent of schools or a delegate. The Board and the Association shall appoint one (1) delegate annually for a two-year term.

3.2.2 The chairperson shall be the superintendent of schools, or his/her delegate, who would cast a vote only in case of a tie.

3.2.3 Meetings shall be at the call of the chairperson. Members shall be given at least three (3) days' notice in writing prior to a meeting with an agenda and the nature of the matters to be considered at the meeting.

Any two (2) members of the Review Panel may cause an emergent meeting to be called by submitting in writing to the other members of the Panel, the reasons for such a meeting. Within three (3) calendar days of receiving such submission the chairperson shall call a meeting for the purpose of dealing with the matters described in the submission. This meeting shall be held within ten (10) calendar days of the receipt of the submission.

3.3 Partial Pay

Leave of absence at partial pay shall mean the teacher receives regular salary less the daily rate of a substitute as established in Article 14.10(b).

3.4 Without Pay

Leave of absence without pay shall mean deductions for each day will be made from salary per Article 9.8 and the cost of the substitute is borne by the employer.

3.5 Resignation

A resignation shall take effect thirty (30) days after receipt of written notice by the superintendent of schools or designate unless the Board cannot obtain the services of a suitable substitute whereupon the teacher may be requested to stay until the end of the term or semester.

3.6 Teachers' Assistants

- 3.6.1 All teachers' assistants assigned to assist teachers in carrying out their responsibilities and duties shall be under the direction of the teacher(s) to whom they are assigned.
- 3.6.2 Unless specifically directed by the teacher, teachers' assistants shall not perform the duties of teachers. They may assist the teacher in:
- (a) providing assistance to individual students and groups of students;
 - (b) monitoring students, giving or marking tests and assisting with reporting student progress;
 - (c) maintaining student records or attendance;
 - (d) supervising students in the class, the school or on extra-curricular activities;
 - (e) assisting in areas of the school, e.g. library, labs, office.
- 3.6.3 Teachers' assistants shall not engage in any instructional responsibilities when the teacher is absent from regular duties.
- 3.6.4 Teachers' assistants shall not be used as an alternative or replacement for qualified professional personnel.

ARTICLE 4 RECOGNITION OF THE ASSOCIATION

4.1 The Board recognizes the CTA as the sole and exclusive bargaining agent for the negotiation of all terms and conditions of employment of all teachers including all certificated substitute teachers and persons employed as associated professionals.

1-2 4.2 All teachers, including certificated substitute teachers, employed by the Board shall, as a condition of employment, become and remain members of the CTA and its provincial organization, the B.C. Teachers' Federation (BCTF).

2-1 4.3 The Board agrees to deduct dues, fees, and levies from the salary of all members of the bargaining unit as set by the constitutions and by-laws of the CTA and BCTF and remit such fees separately to the appropriate bodies within two (2) weeks upon written annual request.

4.4 The Board shall require all new employees covered by this Agreement to execute at the time of hiring the membership and assignment of fees form supplied by the Association. Completed forms shall be forwarded to the Association not later than fifteen (15) calendar days following the date of receipt.

4.5 Associated Professionals

4.5.1 Associated professionals, as recognized in Article 3.1.2 of this Agreement shall be paid in accordance with this Agreement based on number of full years of university

training agreeable to the parties.

4.5.2 Placement on the salary schedule shall be:

- (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 specified in Article 9 of this Agreement.

4.5.3 All other terms and conditions of employment established in this Agreement shall apply to associated professionals.

4.5.4 Associated professionals as recognized in Article 4.1 of the Agreement shall be allowed to participate in the pension plan for non-teaching personnel where they are ineligible to participate in the Teachers' Pension Plan.

4.6 Contracting Out

5-1
All work performed by members of the bargaining unit as part of regular duties and responsibilities shall continue to be performed by members of the bargaining unit. Except as mutually agreed upon between the Board and the CTA, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by a member of the bargaining unit.

4.7 Professional Freedom

Teachers shall, consistent with prescribed, authorized and locally developed curriculum and consistent with effective educational practice, have individual professional freedom in determining the methods of instruction and the planning and presentation of course material in the classes of students to which they are assigned.

ARTICLE 5 RECOGNITION OF MANAGEMENT RESPONSIBILITIES

The CTA recognizes the responsibility and the right of the Board to manage and operate the school district, in accordance with its responsibilities and commitments. The right to assign duties and to manage and direct employees in a fair and reasonable manner is vested exclusively in the Board except as otherwise specifically provided for in this Agreement or applicable legislation.

ARTICLE 6 RESOLUTION OF DISPUTES AND ARBITRATION

6.1 Any difference arising between the Board and the CTA as to the interpretation, application, operation or alleged violation of the Agreement, including the question as to whether a matter is arbitrable, shall be finally and conclusively resolved in the following manner unless otherwise provided for herein.

6.2 Phase 1

The CTA or a teacher alleging a grievance (the grievor) may within thirty (30) calendar days of the occurrence of the alleged violation request a meeting with the immediate supervisor or Board official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the CTA, the grievor shall have the right to be accompanied at this meeting by a representative of the CTA.

If the matter is not resolved within seven (7) teaching days of such a meeting, the CTA may refer the matter to Phase 2.

6.3 Phase 2

The matter shall be submitted in writing setting out the nature of the grievance and the circumstances from which it arose within a further seven (7) teaching days. The matter in question shall be signed by the president of the CTA and sent to the superintendent of schools. The superintendent of schools or designate shall meet with the president of the CTA, or designate, and the grievor and, where appropriate, the immediate supervisor to attempt to resolve the grievance.

Should the matter not be resolved at this stage within seven (7) teaching days of such a meeting, then:

6.4 Phase 3

The CTA may, within a further seven (7) teaching days, by letter to the superintendent of schools, refer the grievance to the Joint Grievance Committee, which shall be composed of three (3) representatives assigned by the superintendent of schools and three (3) representatives assigned by the CTA. The Joint Grievance Committee shall meet within seven (7) days of the referral and attempt to resolve the grievance. The employer and the Association shall have the opportunity to make submissions to the Joint Grievance Committee on the matter.

Should the matter not be resolved within ten (10) teaching **days** of the meeting, then:

6.5 Phase 4 Arbitration

6.5.1 The matter may be referred by either party to arbitration, within a further fourteen (14) teaching days.

6.5.2 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 arbitrators. The parties shall agree upon an arbitrator(s) within seven (7) days of such notice.

6.5.3 Nothing in this Agreement shall prevent the parties from mutually agreeing to submit a grievance to a three (3) party arbitration panel instead of a single arbitrator.

- 6.5.4** In the event that a three (3) person Arbitration Panel is selected, then: the Panel shall consist of three (3) members, one (1) to be selected by the Board, one (1) to be selected by the CTA, and a third mutually acceptable person who will act as chairperson of the Panel, to be chosen by the two (2) persons thus selected within seven (7) days of their appointment.
- 6.5.5** In the event the Board and the CTA are unable to agree upon a single arbitrator, or the nominees are unable to agree upon the selection of the chairperson of the Arbitration Panel, the Minister of Labour shall be requested to appoint such a person.

6.6 Authority of the Arbitration Panel

- 6.6.1** The decision of the arbitrator or the Arbitration Panel or a majority thereof with respect to the dispute shall be final and binding upon the parties, but in no event shall it have the power to alter, modify, or amend any part of this Agreement in any respect.
- 6.6.2** The decision of the arbitrator or the Arbitration Panel shall be given not later than fourteen (14) days after the conclusion of the hearing, or such longer period as may be mutually agreed to by the parties involved in the dispute.
- 6.6.3** The arbitrator or the Arbitration Panel shall determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations.

6.7 Expenses of the Arbitration Panel

The parties shall share the expenses of a single arbitrator, or shall pay the expenses of the member of the Arbitration Panel chosen by it and all the expenses incurred in connection with the presentation and preparation of its own case, but the parties shall share equally the expenses of the chairperson and hearing.

- 6.8** The parties agree to the provisions of Section 96 of the Industrial Relations Act prior to Phase 3 or 4.
- 6.9** For the purposes of this Agreement, Section 112 of the Industrial Relations Act shall apply.
- 6.10** It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure.
- 6.11** If the CTA or the employer does not present any grievance to the next higher level, the CTA or the employer shall not be deemed to have prejudiced its position on any future grievance.

- 6.12 All discussions and correspondence concerned with the grievance procedure shall be without prejudice.
- 6.13 Either the employer or the CTA may submit, in writing at any time, grievances of general application or a policy dispute at Phase 3 of the dispute resolution procedure.
- 6.14 The time limits fixed in this procedure may be altered by mutual consent of the parties but the same must be in writing.
- 6.15 The Board agrees that after a grievance has been initiated by the CTA, the Board's representatives shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved member without the consent of the CTA. Furthermore, employees covered by this Agreement shall be required to follow the procedures laid down in this Article, and any employee who approaches a trustee or officer of the Board or who uses any other channel with regard to an alleged violation of this Agreement, other than as provided for herein, shall forfeit all rights and privileges under this Article.
- 6.16 No teacher shall suffer any form of discipline or censure by the employer as a result of having filed a grievance or having taken part in any proceedings under this Article.

ARTICLE 7 SUSPENSION, DISMISSAL AND DISCIPLINE AND E 1

7.1 Suspension, Dismissal and Disciplinary Action

- 7.1.1 Pursuant to Section 15 of the School Act and Part 6 of the Industrial Relations Act, the Board may not dismiss or take disciplinary action save and except for just and reasonable cause.
- 7.1.2 Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of the particulars immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Association at any interview or meeting in conjunction with such investigation or discipline.
- 7.1.3 Unless the teacher, or the Association at the request of the teacher, waives the right to such meeting, the Board shall not suspend or dismiss any person bound by the Agreement unless it has, prior to considering such action, held a meeting between the teacher and the superintendent of schools or designate and the Board or Committee of the Board with the teacher entitled to be present, in respect of which:

- (a) the teacher and the CTA shall be given seventy-two (72) hours' notice of the meeting which shall take place no later than five (5) working days after notice is received by the teacher, unless otherwise agreed.
- (b) At the time such notice is given, the teacher shall be given a written statement on the grounds for the contemplated action and forty-eight (48) hours prior to the hearing both parties shall exchange all documents that will be considered at the hearing.
- (c) The teacher or the Association on behalf of the teacher may file a written reply to the allegations prior to the meeting.
- (d) At such meeting the employee shall be accompanied by a representative and/or advocate appointed by the CTA and the employee and/or representative shall have the right to present witnesses on behalf of the employee; and to ask questions of clarification, or procedure and information.
- (e) **An** employee will receive written reasons for any formal discipline at the earliest possible time, and such reasons will contain a statement of the grounds for discipline.

7.1.4 Where a teacher is suspended under Section 15(5) of the School Act, the Board shall, prior to taking further action under Section 15(7) of the School Act, hold a meeting in accordance with the process outlined in Article 7.3 of this Section, unless the right to such meeting is waived by the teacher.

7.1.5 The Association shall have the option of referring a grievance regarding dismissal directly to arbitration, It is understood that the meeting referred to in Article 7.1.3 is an informational meeting which does not replace the grievance or arbitration process.

7.1.6 The Board and the Association shall not release to the media or the public, information in respect of the suspension or dismissal of a teacher except when the results of the suspension or dismissal of the teacher has been upheld by an arbitration hearing or by a court. During the interim period, while a decision is being made by an Arbitration Board or a court, the Board and the Association agree to confer before any news release is made.

7.1.7 The Board and the Association each has the right to bring any additional resource people to any meetings held under this Article.

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

7.2 Dismissal Based on Performance

7.2.1 The Board shall not dismiss a teacher on the basis of less than satisfactory performance of teaching duties except where the Board has received at least three (3) consecutive reports indicating that the learning situation in the class or classes of the teacher is less than satisfactory.

7.2.2 The reports referred to above shall have been prepared in accordance with acceptable practice as set out in district procedures and in accordance with the following conditions:

- (a) the reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) calendar months, such period not to include the time during which the teacher is participating in an agreed upon plan of assistance, or during any period of leave granted.
- (b) at least one of the reports shall be a report of a superintendent of schools, an assistant superintendent of Schools or a director of instruction.
- (c) one of the reports shall be completed by the principal of the school to which the teacher is assigned.
- (d) the reports shall be written by three (3) different evaluators unless otherwise agreed by the parties.
- (e) the reports shall be written independently of each other and shall be based on the evaluator's own observations and documents relevant to the learning situation.
- (f) the third report shall not be prepared by a person in respect of whom there exists an apprehension of bias and shall be prepared by a person selected by the superintendent of schools after consultation with the Association.

7.2.3 Upon receipt of the first less than satisfactory report, the teacher may:

- (a) request a transfer in which case the Board shall make all reasonable efforts to arrange a transfer of the teacher to a mutually agreeable assignment or school; or

(b) request and where appropriate, in the opinion of the superintendent of schools, be granted leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case a subsequent evaluation shall be undertaken not less than three (3) months nor more than six (6) months after the teacher has returned to teaching duties.

7.2.4 Where the Board intends to dismiss a teacher on grounds of less than satisfactory performance of teaching duties, it shall notify the teacher and the president of the Association of such intention and provide an opportunity for the teacher and representative of the Association to meet with the superintendent of schools and or designate and the Board as provided for in Article 7.1.

7.2.5 In the event of dismissal for reasons of competence, provisions of Articles 6 and 7 shall apply.

7.2.6 In the event that a teacher's performance in the first five (5) months of a contract is assessed as less than satisfactory:

(a) further formal assistance shall be provided; and

(b) a second report shall be completed in not less than seven (7) nor more than nine (9) months from the date of appointment.

If the second report is less than satisfactory, notwithstanding the provisions above, the Board may dismiss on the basis of performance. Where the parties mutually agree that the current assignment of the teacher is a major contributing factor, the teacher will be provided with an opportunity to demonstrate success in another assignment.

7.3 Evaluation of Teaching

7.3.1 For the term of the Agreement, evaluation will be undertaken for those teachers:

who are new to the district or assignment, eg. to district staff positions; or
who are requesting a report; or
where competence or the learning situation is a concern; or
as required under legislation (eg. College of Teachers).

7.3.2 The process to be followed in completing evaluative reports on a learning situation are as contained in Appendix D.

8.1 Termination of Employee

The Board and the Association agree that increased length of service in the employment of the Board entitles employees to a commensurate increase in security of employment.

Therefore, when the Board finds it necessary to terminate the continuing appointment of teachers for reasons other than those specified in Article 7, such terminations shall be in accordance with the provisions of this Article.

8.2 Security of Employment Based on Seniority and Qualifications

8.2.1 When for educational and/or budgetary reasons the Board determines that it is necessary to reduce the total number of teachers employed on a continuing appointment by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available. 770 1

8.2.2 The Board and the Association agree that the Board may use the powers conferred on it pursuant to the School Act and agree that any reasonable transfer in good faith shall not be subject to any other provision of this Agreement otherwise dealing with transfers.

8.2.3 Nothing in paragraph 8.2.1 or 8.2.2 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.

8.2.4 The Board shall give each teacher it intends to terminate pursuant to this Agreement a minimum of thirty (30) calendar days notice in writing, such notice to be effective at the end of a school term or semester and to contain the reason for the termination. Information on positions held by less senior teachers shall be sent to teachers in receipt of termination notices and the CTA through the office of the superintendent of schools. 2 772

8.3 Definition of Seniority For Layoff

8.3.1 In this Article, "seniority" applies to teachers with a continuing appointment and means a teacher's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. For purposes of calculating length of service, part-time teaching shall be pro-rated. 773

8.3.2 When the seniority of two (2) or more teachers is equal pursuant to paragraph 8.3.1, the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.

- 8.3.3 When the seniority of two (2) or more teachers is equal under paragraph 8.3.2, the teacher having served the school district as a substitute teacher shall be deemed to have the greatest seniority.
- 8.3.4 When the seniority of two (2) or more teachers is equal pursuant to paragraph 8.3.3, the teacher with the earliest written acceptance for employment with the Board shall be deemed to have the greatest seniority.
- 8.3.5 When the seniority of two (2) or more teachers is equal pursuant to paragraph 8.3.4, 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.
- 8.3.6 For the purposes of this Article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three (3) years, or by termination and re-engagement pursuant to this Article.
- 8.3.7 For purposes of this article, leave of absence in excess of one month shall not count toward aggregate length of service with the Board. Except for the following, which shall count:

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- a) maternity leave;
- b) educational leave;
- c) parenthood leave to a maximum of three years;
- d) leave for duties with the CTA or the B.C. Teachers Federation or College of Teachers;
- e) secondment to the Ministry of Education, a faculty of a Canadian public university, or participation in a teacher exchange program recognized by the Board;
- f) leave for teaching with the Department of National Defence, Canadian university overseas, or Canadian International Development Agency;
- g) long term sick leave;
- h) leave for elected office at the provincial, federal or municipal level;
- i) jury duty

8.4 Definition of Necessary Qualifications

- 8.4.1 In this Agreement the possession of the necessary qualifications as it applies to a teaching position means a reasonable expectation that the teacher will be able to perform the duties of the position(s) in a satisfactory manner, based on:

- . education and certification;
- . relevant teaching and/or work experience;
- . relevant pre-service and in-service training; and

evidence of the successful application of instructional skills.

- 8.4.2 Should a teacher wish to appeal a decision of the Board with respect to having the necessary qualifications for a teaching position, the teacher shall appeal in writing to the Qualifications Committee within ten (10) calendar days of receipt of notice of termination.

8.5 Qualifications Committee

The Qualifications Committee shall be composed of four (4) members; two (2) members appointed by the Coquitlam Teachers' Association who hold continuing teaching appointments, and two (2) members appointed by the superintendent of schools. The Board employees shall be exempt staff, who hold valid teaching certificates. The chairperson of the committee shall be appointed by the committee and shall alternate between the Board and CTA annually.

8.6 Appeal Procedure

- 8.6.1 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.
- 8.6.2 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 referred in writing to a third party.
- 8.6.3 A third party shall be selected from a list established annually on or before January 1st by members of the Qualifications Committee. If agreement on a third party is not reached then a name on the list will be drawn by lot.
- 8.6.4 The third party shall hear all appeals not resolved by the Qualifications Committee within five (5) days. The decision of the third party shall be final and binding.
- 8.6.5 The cost of arbitration shall be shared equally between the CTA and the Board.

8.7 Teachers' Rights of Recall/Re-engagement

- 8.7.1 When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this Agreement, except 8.8.4 below, first offer re-engagement to the teacher who held a continuing contract at the time of termination and who has the greatest aggregate seniority among those terminated pursuant to this Article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be

offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Article.

- 8.7.2 A teacher who is offered re-engagement shall inform the Board whether or not the offer is accepted within five (5) teaching days of the receipt of such offer.
- 8.7.3 The Board shall allow ten (10) days from an acceptance of an offer for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed, but not to exceed sixty (60) days except by Board discretion.
- 8.7.4 A teacher's right to re-engagement under this Article is lost if:
- (a) the teacher elects to receive severance pay; or
 - (b) the teacher refuses to accept two (2) positions, of equal or greater percentage of time for which he/she possesses the necessary qualifications; or
 - (c) three (3) years elapse from the date of termination under this Article and the teacher has not been re-engaged; or
 - (d) the teacher fails to respond within five (5) teaching days of receipt of an offer; or
 - (e) the teacher notifies the Board of unavailability for teaching duties.
- 8.7.5 A teacher's right to remain on the re-engagement list is not lost, if at the time of such offers the teacher would be entitled to maternity leave, or is attending university.
- In such instances, the teacher will remain on the recall list on the basis of seniority and will become eligible for re-engagement once his/her university or maternity leave is completed.
- 8.7.6 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.
- 8.7.7 If the position is temporary, the teacher shall retain the right for re-engagement in a continuing appointment.

8.8 Seniority List

The Board shall, by October 15th of each year, forward to the Association a list of all teachers setting out the length of seniority as of July 1st of that year. Any suspected errors in the list must be brought to the attention of the superintendent of schools on or before November 15th.

8.9 Sick Leave

A teacher who elects to stay on the re-engagement list shall retain sick leave, while one who elects severance pay and is re-engaged will not receive credit for past accruals of sick leave.

8.10 Recall/Re-engagement List

Copies of the recall/re-engagement list shall be available at the CTA and the Board office and shall be published once during the Fall and once during the Spring.

8.11 Benefits

8.11.1 An employee who retains rights of recall shall be entitled, if otherwise eligible, to maintain participation in the medical services plan and extended health as provided for in this Agreement. Payment of the full cost of such benefits will be made by the Board for the first two (2) months and thereafter by the employee.

8.11.2 Such teachers shall also be entitled to apply for course fees assistance as provided for in Article 13.2.3.

8.12 Severance Pay

8.12.1 A teacher on a contract with one (1) or more years of continuous employment who is terminated under provisions of this Article, may elect to receive severance pay at any time within twelve (12) months of termination.

8.12.2 Severance pay shall be calculated at the rate of ten (10) percent of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of termination.

8.12.3 A teacher who receives severance pay pursuant to this Article and who is subsequently rehired by the Board, shall retain any payment made under the terms of this Article. In such a case, the calculation of years of service for severance seniority under this Article, shall commence with the date of such rehiring.

ARTICLE 9 SALARY AND ALLOWANCE SCHEDULES, TQS CATEGORY AND EXPERIENCE PLACEMENT

9.1 General

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- 9.1.1 The Board shall not, without the consent of the Negotiating Team of the Coquitlam Teachers' Association, compensate any teacher above this schedule.
- 9.1.2 No teacher shall receive a reduction in salary due to the implementation of this schedule.
- 9.1.3 Pay dates shall be the 15th and **30th** of each month save and except as provided below:
- (a) the second pay date in February and June shall be the last day in session for teachers;
 - (b) in December the Board will endeavour to schedule the second pay date as soon as practicable after the last day in session for teachers;
 - (c) only teachers who as of the first of any month hold contracts of .2 FTE or more for three (3) complete calendar months, or longer, will receive the mid-month payment. This would become effective as soon as practicable following the date of appointment.
- 9.1.4 (a) The mid-month payment shall be forty-three (43) percent of gross salary.
- (b) Payment will be paid for those teachers who, as of the 1st of any month, are holding contracts of three (3) months or longer.

This clause to take effect as of January 1, 1991 or as soon thereafter as practicable.

9.2 Basic Scale of Annual Pay

Teachers' salaries shall be paid on the basis of the following scales:

(a) Effective July 1, 1990:

<u>Category/ Experience</u>	3	4	5	5+	6
0	26,174	28,564	31,185	33,580	34,244
1	27,329	30,013	32,816	35,398	36,060
2	28,481	31,463	34,446	37,216	37,878
3	29,635	32,913	36,077	39,033	39,695
4	30,788	34,364	37,708	40,849	41,514

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5	31,942	35,817	39,339	42,669	43,329
6	33,098	37,266	40,969	44,483	45,149
7	34,251	38,716	42,601	46,303	46,965
8	35,405	40,166	44,230	48,122	48,782
9	37,384	41,619	45,861	49,938	50,601
10		43,851	47,494	51,756	52,417
11			50,177	54,553	55,215

(b) Effective January 1, 1991:

<u>Category/ Experience</u>	4	5	5+	6
0	29,107	31,778	34,218	34,895
1	30,583	33,440	36,071	36,745
2	32,061	35,100	37,923	38,598
3	33,538	36,762	39,775	40,449
4	35,017	38,424	41,625	42,303
5	36,498	40,086	43,480	44,152
6	37,974	41,747	45,328	46,007
7	39,452	43,410	47,183	47,857
8	40,929	45,070	49,036	49,709
9	42,410	46,732	50,887	51,562
10	44,684	48,396	52,739	53,413
11		51,130	55,590	56,264

(c) Effective July 1, 1991:

<u>Category/ Experience</u>	4	5	5+	6
0				
1				
2				

3
4
5
6
7
8
9
10
11

Scale to be developed based on metro grid averages.

(d) Effective January 1, 1992

Category/
Experience

4

5

5+

6

0
1
2
3
4
5
6
7
8
9
10
11

Scale to be developed based on metro grid averages.

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

9.2.2 Effective July 1, 1990:

(a) Category 2 teachers will be paid on Category 4 but reach maximum at Step 4.

Effective January 1, 1991:

(b) Category 3 teachers will be paid on Category 4, but reach maximum at Step 6.

9.3 Allowances

9.3.1 Allowance Rates As Percentage of Category 6 Maximum

<u>position</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Supervisors and Program Coordinators	13.5	14.5	15.5
Head Teachers	5.5	6.5	
Project Consultants	5.5	6.5	
Department Heads - Major	5.5	6.5	
Area Counsellors	3	4	
Department Heads - Minor	3	4	

9.3.2 Payment

Allowances shall be added to the regular scheduled salary which would be received as a teacher.

9.3.3 Increment Credit for Department Heads

The allowance for a department head shall be paid on the "Year 2" rate provided the teacher concerned **has** successfully completed at least one (1) full year **as** a department head (major or minor) in School District No. 43 (Coquitlam), and that this experience **was** gained within the last five-year (5) period.

9.4 Teacher Qualification Service (TQS) Category

SCHEDULE

<u>CERTIFICATION</u> (issued by College or the Ministry of Education	<u>Teacher Training and University Work Completed</u> (including at least one year basic teacher training	<u>Teacher Qualification Service Category</u>	
Licence	EC	One Year	1
	EB	Two Years	2
Standard			

Certificate	EA	Three Years	3
Standard or Professional Certificate	SC/PC/P	Four Years	4
Professional Certificate	SB/PB/P	Five Years	5
Professional Certificate	SA/PA	Six Years with Masters Degree or Higher (See TQS Regulations)	6

9.5 Salary Placement

9.5.1 Teacher's Responsibility

It is the responsibility of the teacher to apply for category and experience placement and all salary bonuses provided under this Agreement.

9.5.2 Category Placement (See Clause 9.3)

9.5.2.1 Initial Application/Category Change Effective Dates (Also see 9.5.2.3)

- (a) Upon application for category placement, category change or salary bonuses where no dates specify otherwise, the teacher shall receive payment as of the date the teacher first becomes eligible for these benefits, or three (3) months prior to the date the teacher makes application for these benefits whichever is the later.
- (b) Teachers applying for initial category placement or a change in category shall produce proof of their certification or the change in category within three (3) months of the date on which application was first made.

9.5.2.2 Late Application

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

- (a) has provided all the documents and fees

necessary to the College of Teachers; and,

- (b) provides written proof that the delay in obtaining a transcript, a certificate or category card has been caused by a university, a Ministry of Education, College of Teachers, the Teachers' Qualification Service, or circumstances beyond the control of the teacher.

9.5.2.3 Category Change Effective Date

Classification of teachers into TQS categories, including P.B.+15, shall be made to take effect as at September 1st and February 1st each year.

9.5.2.4 Placement on Category

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

(a) Letter of Permission -- University Training

- i) Persons holding Letters of Permission (LP) whose years of preparation can be equated to years of university training shall be placed at the same category that would apply if their total years of training had included one of teacher preparation to a maximum credit of Category 5.
- ii) The assessment of equivalent years of university training shall be that determined by the Teachers' Qualification Service.

(b) Letter of Permission -- Other Training

Persons holding Letters of Permission (LP) whose years of preparation cannot be equated to years of university training shall be placed in a salary category which will provide a salary appropriate to their teaching function as determined by the Board and the Association.

(c) Ministry of Education Classification Equivalency--

Teachers classified by the Ministry of Education for salary grant purposes according to the classification so established.

The equivalent Teachers' Qualification Service categories shall be E.C. Category 1, E.B. Category 2, E.A. Category 3, S.C./P.C./P. Category 4, S.B./P.B./P. Category 5, S.A./P.A. Category 6.

- (d) Teacher Qualification Service (See Clause 9.4) --

All other teachers according to their category as assessed by the Teachers' Qualification Service.

9.5.2.5 P.B. + 15 (Category 5+ on Salary Scale)

Teachers being paid on the P.A. scale for a P.B. Certificate Category 5, plus fifteen (15) units university credit as at December 31st, 1970, shall continue to be classified for salary purposes as a Category 5+ teacher. Teachers wishing to obtain credit for fifteen (15) units above Category 5 on and after January 1st, 1971 shall receive such credit in accordance with the following criteria:

- (a) Credits "in the opinion of the T.Q.S." must be acceptable to U.B.C.
- (b) Credits must be in a vigorous program of study whereby all courses should be at the 500 level or above, with one course at the 400 level. It is recognized that there will be exceptions to this rule, i.e. Simon Fraser University (SFU) Diploma Program. Further exceptions will be at the discretion of the superintendent of schools or his designate.
- (c) Standing must be sixty-five percent (65%) or better except that one pass of sixty to sixty-four percent (60-64.9%) will be accepted.
- (d) The courses must be in no more than two (2) areas of study.
- (e) Credits must have been earned subsequent to obtaining requirements for Category 5.
- (f) The credits must not have been used to obtain the present or prior certification issued by the Ministry of Education or category as designated by the T.Q.S.
- (g) Applicants for P.B.+15 must receive written confirmation of course approval from the director of personnel prior to registration.

9.5.2.6 Category 6

Teachers with a P.A. certification and/or Category 6, holding a Masters Degree shall be paid above the salary scheduled to be paid to teachers with Category 5+ certification.

9.5.2.7 Industrial Education Teachers
(See 9.5.3 for initial experience placement)

Industrial Education teachers, employed to commence teaching in September, 1974, and subsequent years, will be placed on the Category 4 salary scale provided they:

- (a) are assigned to teach in a senior secondary school; and,
- (b) will be teaching more than fifty percent (50%) of their time in the field in which they hold a Journeyman's Certificate and have a maximum of two (2) years' experience at his/her trade, such experience to have been gained subsequent to having obtained the Journeyman's Certificate. Experience as a teacher does not count as experience in the trade.
- (c) Hold less than a Professional Teaching Certificate.
- (d) Within (5) five years they must complete their Professional Teachers' Certificate.

9.6 Increment/Experience Placement

No teacher shall be paid below the lowest salary schedule,

9.6.1 Initial Application

Effective January 1st, 1976, teaching experience for the purpose of scale placement not declared at the time of appointment shall not carry experience credit.

9.6.2 Industrial Education Teachers

Industrial Education teachers shall be granted one (1) increment on the salary schedule for each year of successfully completed government approved apprenticeship training, or its equivalent at a recognized institution. This allowance shall not exceed five (5) increments and it shall not place the teacher above the scale maximum.

The superintendent of schools or designate will assess all cases in which equivalent training to that of

apprenticeship training is claimed.

9.6.3 Graphic Arts Teachers and Teaching Chefs

Graphic Arts teachers and teaching chefs shall be granted one (1) increment on the salary schedule for each year of successfully completed government approved apprenticeship training or equivalent at a recognized institution.

This allowance shall not exceed five (5) increments and it shall not place the teacher above the scale maximum.

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

9.6.4 All Other Teachers

All teaching experience shall be evaluated for salary placement purposes as set out in this clause.

(a) Effective Dates

Salary increments for experience credit shall be granted as at September 1st and January 1st, each year.

(b) Types of Experience Credit

i) Public Schools

Teachers employed in public schools for a minimum of eight (8) months full-time employment during one (1) school year in:

- (1) Canada and the United States of America - full experience credit;
- (2) The British Commonwealth of Nations - full experience credit for experience gained while teaching in a country during the period that such nation is a member of the British Commonwealth of Nations;
- (3) Other countries - experience credit as granted by the superintendent of schools at the time the teacher is offered an appointment with the school district. This clause becomes effective January 1st, 1974, and is not retroactive.

ii) Government Schools and Provincial Institutions

Teaching service, as specified above in British Columbia Government Schools or similar British Columbia Provincial institutions, carries credit where the service is deemed equivalent to that of employment as a teacher in the public school system. Similarly, teaching service or appropriate educational administrative service as a member of the staff of the Ministry of Education in British Columbia carries credit.

iii) Sick Leave

A teacher absent on sick leave with full pay from a British Columbia Public School shall be granted full credit for such absence, provided that the absence, when added to the time worked in that year, is not less than eight (8) months.

iv) Letter of Permission

Teaching experience gained by a teacher teaching under authority of a Letter of Permit shall receive full credit in accordance with these regulations.

v) Faculty of Education Instructor

Service as an instructor in the Faculty of Education at any publicly supported British Columbia University shall receive full credit in accordance with these regulations.

vi) Other Types of Schools (Private Schools)

Except as provided in this paragraph, no credit is allowed for experience in schools other than those under provincial authorities or comparable authorities in the British Commonwealth and the United States of America. Full experience credit shall be granted to a teacher for elementary and secondary private school experience in Canada, provided that prior to obtaining such experience the teacher obtained a valid teaching certificate issued by a Canadian Provincial Department or Ministry of Education.

vii) Educational Leave

An experience increment will be granted to teachers on part or full-time sabbatical leave provided that the teacher does not receive as a result of the sabbatical leave an increase in certification or classification for salary

purposes.

viii) January Increment

Teachers who commenced employment in or following the year 1973 between January 1st and March 1st and who complete a period of eight (8) months full-time continuous service in this school district between February 1st and December 31st shall be granted a salary increment on January 1st in the subsequent calendar year.

ix) Maternity and/or Parenthood Leave

No salary increment credit will be given for the period during which a teacher is on maternity or parenthood leave, except a maximum increment credit of eighteen (18) weeks will be granted for the period of a maternity leave that conforms with the conditions of the Maternity Leave section of the Employment Standards Act. It should be noted that this eighteen (18) week period will commence with the "eleventh (11) week prior to the estimated date of confinement or a later time the employee requests" as per the above Act. At no time will credit be granted for any part of the maximum eighteen (18) weeks that falls during July and August.

x) C.T.A. President

The Association president shall receive full credit for experience on the salary schedule, for the time served as president of the Coquitlam Teachers' Association. (See Article 12.5.4(f))

xi) BCTF or College of Teachers- - Officer and/or Seconded

Full credit for experience on the salary schedule, shall be granted for the time served as an officer and/or while seconded to the British Columbia Teachers' Federation or B.C. College of Teachers.

(c) Conditions for Experience Credit

i) Prior to 1988

Credit for all experience gained prior to September 1st, 1988 shall be granted on the

following basis.

1. Full-Time Teachers

- (a) Where a teacher has completed in Canadian public schools, in public schools in the United States of America and the British Commonwealth, and other countries as granted by the superintendent of schools at the time of appointment, two **(2)** periods of full-time employment each of less than the above minimum eight **(8)** months but each of four **(4)** months or more, the two (2) such periods may be combined to constitute a year's experience.
- (b) Periods of teaching service of **less** than four **(4)** months during a school year may not be combined to carry credit. Except **as** provided for in Article 14.11 substitute teaching does not carry experience credit.

2. Part-Time Teachers

Teachers appointed for the full school year (or eight months thereof) in the Canadian Public Schools, in the United States of America and the British Commonwealth and other countries, as granted by the superintendent of schools at the time of appointment, **as bona fide** part-time teachers qualify for experience credit proportionate to the percentage of time they are employed, with the requirement that for a year's credit, the cumulative percentage time over a number of years must equate to at least eight **(8)** months full-time employment (e.g., a person who teaches for two (2) full years on forty percent **(40%)** time would qualify for **a** year's experience)- These periods of part-time employment may be added together, and such part-time employment credit may be utilized with periods of four (4) months' service to constitute a year of credit. Eligible part-time teachers qualify for experience credit proportionate to the time they are employed.

ii) Subsequent to 1988

Credit for experience gained subsequent to September 1, 1988 shall be as set out in (i) above except that two (2) months or more of service in the bargaining unit shall carry experience credit.

iii) Application of this clause shall not cause the upward revision of experience credit for teachers employed as of September 1, 1988.

9.7 Business Travel

- 9.7.1 Teachers approved by the superintendent of schools or designate, who are required to use their own vehicle to carry out their normal teaching or supervisory assignment shall receive a basic travel allowance of \$20.00 per month.
- 9.7.2 Teachers required to use their own automobiles on a casual basis in travelling on Board business shall receive a mileage allowance equal to that provided for in the current Collective Bargaining Agreement between Local 561 of the Canadian Union of Public Employees (CUPE) and the Board.
- 9.7.3 Mileage allowance shall not be paid from the teacher's residence to the place of work, nor from the place of work to the residence.

9.8 Pro-rating Salary

For partial month service, salary shall be adjusted on the following basis:

(a) Rate of Deduction

For each day that a teacher is not entitled to pay in any month the Board shall deduct 1/20th of monthly salary.

(b) Partial Month Engagement

When employment begins after the first or terminates before the last teaching day of the month, the Board shall pay for the days worked in proportion to the number of teaching days in the month.

9.9 Summer Project Payment

- 9.9.1 Work beyond the school year is voluntary.
- 9.9.2 A teacher who agrees to summer project employment with the Board shall be paid substitute rates as set out in Article 14.10
- 9.9.3 The teacher may, with the prior written approval of the principal or supervisor, take up to three (3) days of

compensatory time at full pay at a mutually acceptable time during the school year in lieu of receiving payment as set out in 9.9.2.

9.9.4 A teacher required to travel or incur costs beyond those ordinarily expected in the teacher's regular assignment with the Board will be reimbursed for out-of-pocket expenses upon submission of an expense voucher to the project manager.

9.10 First Aid Attendants

Teachers who possess Industrial First Aid Certificates may request in writing to the superintendent of schools to be designated as first aid attendants in schools where W.C.B. requires such coverage. The work responsibilities shall be determined by W.C.B. regulations and otherwise as determined by the Health and Safety Committee. The term of appointment shall be determined by the Board and the CTA. The rate of pay shall be \$100.00 per month of service.

ARTICLE 10 BENEFITS

10.1 Policy Review

Prior to the Board placing any medical, dental or insurance policy provided for in this Agreement with a carrier, the president of the Coquitlam Teachers' Association shall review the policy. The intent of this review will be to determine that the proposed policy includes the benefits set out in the Agreement. When the Board places the policy with a carrier, the terms of the insurance contract shall govern all benefits to be paid.

10.2 Leave of Absence

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

10.3 Group Life Insurance

Group life insurance shall be maintained as set out in Appendix A.

10.4 Voluntary Insurance

The Board agrees to administer and allow participation in the voluntary BCTF Seaboard Life Insurance Plan, the full cost of which will be paid by the employee.

10.5 Medical and Extended Health

10.5.1 Cost Sharing

(a) M.S.P. premiums shall be paid on a cost-sharing basis of eighteen percent (18%) Board and eighty-two percent

12 (82%) teacher. Effective October, 1991 the ratio will be forty percent (40%) at Board cost.

- (b) The Board shall pay one hundred percent (100%) of Extended Health Benefit premium costs.

10.5.2 Coverage

The coverage shall include:

- (a) The basic coverage provided under the Medical Services Plan of B.C., and
- (b) a plan of extended health benefits effective January 1, 1989 providing:
 - (i) a maximum lifetime limitation for any one (1) member or dependent of \$100,000, and
 - (ii) one hundred (100%) of the excess over the accumulation of the first \$25.00 deductible, and
 - 70* (iii) vision care benefits with a maximum amount claimable during any consecutive twenty-four (24) month period of \$200.00 as soon as practicable after ratification, and
 - 766-1* (iv) *707* hospital co-insurance coverage at one hundred percent (100%) coverage.

10.5.3 Coverage During Illness

Coverage under the plan shall be continued for teachers on leave of absence due to illness as set out in Article 11.9.

10.6 Dental Plan

10.6.1 Cost Sharing

The Board shall pay one hundred percent (100%) of premium costs.

10.6.2 Coverage of the plans:

- (a) Basic dental services including diagnostic, preventative, surgical, restorative, prosthetic, endodontic, and periodontic services.
- (b) Prosthetic appliances, osseous surgery, crowns and bridge procedures.
- (c) Orthodontics

Costs paid by the Plan shall be the following percentages:

Basic dental services - one hundred percent (100%)

Prosthetics, crown, and bridge procedures - fifty percent (50%) and effective July, 1991 sixty percent (60%)

Orthodontics - fifty percent (50%) with no limit for each insured and effective July, 1991 sixty percent (60%)

The dental plan shall specify that:

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

10.6.3 Late Applications

- (a) Teachers on continuing contracts not enrolling in the plan when first eligible, or who withdraw from the plan, shall not be eligible to join at a later date unless:
- i) They have been covered on another acceptable plan and lose their eligibility under that plan; or
 - ii) They submit written evidence from their dentist certifying that they and their dependents do not require basic dental services, prosthetics, crown and bridge procedures or orthodontics work. Where a teacher provides this certification, a six-month (6) waiting period shall apply from the first day of the month following that on which the certificate is filed with the Board. During this six-month (6) period, premiums will be shared by the Board and the teacher but no work during this six-month (6) period shall be paid for by the Plan.
- (b) Teachers on temporary contracts who do not join the plan when first eligible may not join this plan on subsequent assignments unless he/she receives an assignment for four (4) months or more.

10.6.4 Educational Leave

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

10.6.5 Coverage During Illness

Coverage under the plan shall be continued for teachers on leave of absence due to illness as set out in Article 11.9.

10.7 Group Disability Salary Continuance Plan

The group disability salary continuance plan shall be maintained on the basis specified in Appendix B for those teachers receiving benefits as of June 30, 1988, until modified by mutual consent.

10.8 Deferred Salary Retirement And Leave Plans

- (a) A deferred salary leave plan shall be continued as set out in Appendix C.
- (b) A self-funded leave plan shall be provided to teachers as mutually determined and as required by legislation.

10.9 Employee Assistance Plan

The Coquitlam Teachers' Association, Canadian Union of Public Employees, Local 561, and the Board of School Trustees, School District No. 43 (Coquitlam) have determined terms of reference of an Employee Assistance Plan which began September 1, 1988.

As of January 1, 1991, the employer shall assume the full cost of the program.

10.10 Death Benefits

In the event of the death of a member of the bargaining unit who has been employed continuously during the previous twelve-month (12) period, the Board shall:

- 10.10.1 Pay one (1) month's salary to the widow, widower or estate of the deceased, in addition to the amount earned by the deceased up to the date of death, and
- 10.10.2 Maintain the medical, extended health, and dental benefit coverage for sixty (60) (i.e. two months premiums) days following the date of death, carrier regulations permitting.

10.11 Retirement Allowance

Teachers fifty-five (55) years of age or more who have at least ten (10) years of service in the District shall receive one (1) month of salary at their full-time equivalent (FTE) fraction upon retirement or leaving the service of the Board (effective date of ratification).

10.12 Supplemental Unemployment Benefits (SUB) Plan

Upon approval by and registration with the appropriate regulatory

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bodies, effective July 1, 1991, the Board shall provide a benefit of seventy-five percent (75%) of salary during the first two (2) weeks of a maternity leave which falls during times when school is in session. Effective January 1, 1992, upon application and approval by the Unemployment Insurance Commission (UIC), eligible teachers shall also receive the difference between the UIC benefit and seventy-five (75%) of total salary for fifteen (15) weeks, provided this period falls when school is in session.

10.13 Sick Leave Gratuity Pay

Teachers fifty-five (55) years of age or more with ten (10) or more years of district seniority service upon application at retirement or when leaving the service of the Board shall receive one (1) month of salary for every seventy-five (75) full days of accumulated sick leave credit (effective date of ratification).

ARTICLE 11 SICK LEAVE

Sick leave shall ensure that the teacher receives full pay while absent from school for reasons of illness, medical disability, or quarantine.

- 11.1 Sick leave accumulated by each teacher prior to June 30, 1988, shall continue to be credited to that teacher.
- 11.2 A teacher shall accumulate sick days at the rate of 1.5 per month to a maximum of fifteen (15) days per year. 7 1/2 (1991)
- 11.3 Any days which the teacher has been absent with full pay for the reasons of illness, medical disability, or quarantine shall be charged against any sick leave accumulated by the teacher.
- 11.4 A teacher on sick leave or requesting medical leave may be required to obtain a written statement from a registered medical practitioner or the Board's medical officer indicating an inability to work.
- 11.5 Sick leave unused in any school year shall accumulate to the benefit of the teacher's record of sick leave.
- 11.6 Upon receipt of a full year, full-time continuing appointment to the district, twenty-five (25) days (instead of fifteen (15)) shall be credited to a teacher's sick leave record, or any pro-rated portion thereof.
- 11.7 A maximum of one hundred fifty (150) days may be used in any school year.
- 11.8 Teachers will be advised of their accumulated days in September of each year.
- 11.9 Benefits (MSP, Dental, EHB as set out in Article 10.5 and 10.6) shall be maintained as a Board expense during sick leave. Premiums will be paid by the Board for up to sixty (60) days (i.e. two months premiums) beyond the teacher's sick leave credit entitlement.

11.10 Upon return from leave or re-engagement, a teacher shall receive all unused sick leave credit entitlement unless otherwise provided for in the Agreement.

76B-1
11.11 Compensation received from the WCB for a work-related illness or injury shall be paid to the Board and the teacher shall continue to be paid full salary for six (6) months with no charge against the accumulated sick leave. Subsequently, the difference between regular salary and the compensation payment shall be charged against the teacher's sick leave credit until no accumulated sick leave remains, whereupon the Board's responsibility shall cease.

11.12 Upon cessation of employment, recovery of any sick leave overpayment shall be made by deduction from the teacher's final cheque or as otherwise mutually agreed between the Board and employee.

ARTICLE 12 LEAVE OF ABSENCE

Leaves of absence under this Agreement shall be granted to teachers in accordance with Board policy number 11-A-15, School District procedures and the following provisions.

Application for leave of absence shall be made in writing to the superintendent of schools or designate.

12.1 Short Term Leaves With Pay

The superintendent of schools or designate shall grant leave of absence with full pay to:

12.1.1 Write Exams

A teacher to write an examination in a course related to the teacher's assignment, a maximum of one (1) day.

12.1.2 Association Business

A maximum of six (6) members from the Association to attend negotiations or a maximum of three (3) members from the Association to attend arbitration meetings with the Board of School Trustees or its committees.

12.1.3 BCTF/College of Teachers Executive

A teacher to serve on the BCTF Executive and/or College of Teachers upon request by such organizations on the understanding that the BCTF/College will reimburse the Board on the basis of the per diem substitute rate for each individual.

12.1.4 Exchange Teachers

Exchange teachers up to ten (10) days leave during the

first year they are on exchange (the Board to cover the cost of the substitute) provided that the time off is taken as an addition to the Christmas or Spring vacation.

12.1.5 Paternity

63F-1

A father up to two (2) days at the time of birth to transport the spouse to and from hospital, or during the time when the spouse is confined to hospital, or upon immediate return of the child/spouse from the hospital.

12.1.6 Court Attendance

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A teacher to attend court on subpoena to act as a witness or as a member of a jury for the time the teacher's presence is required by a court. Any fees due and payable to the teacher on the issue of a subpoena or for court attendance shall revert to the Board.

12.1.7 Bereavement

At or immediately following the time of death:

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- (a) the Board shall grant up to five (5) days' leave of absence with pay in the case of the death of a wife, husband or common-law spouse, child, mother, father, brother, sister, or surrogate person;
- (b) the Board shall grant up to two (2) days' leave of absence with pay in the case of the death of grandparents, grandchildren, or in-laws;

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

- (c) on the recommendation of the superintendent of schools or designate, the Board may grant leave of absence with pay for bereavement of persons not indicated in (a) above e.g. up to one (1) day to attend the funeral of an uncle, aunt, niece, nephew or cousin.

12.1.8 CTA/BCTF Business

A teacher up to ten (10) days each school year for union business. Such leave shall be with pay and the Board shall be reimbursed on the basis of the per diem substitute rate for each individual.

12.1.9 Ministry/Other School District Business

A teacher up to five (5) days to work with the Ministry, other Teachers' Associations or School Boards, upon written

request by such groups at no cost to the Board i.e. reimbursed on the basis of the per diem substitute rate for each individual.

12.1.10 Degree or Diploma

A teacher for up to one (1) day to receive a degree or diploma from an educational institution or to be present when a teacher's child, spouse, common-law spouse, sibling or parent receives a degree or diploma.

12.1.11 National/International Competitions

A teacher for participation (defined as competing, coaching, officiating, managing or training) in a National or International competition. Upon receipt of a letter from the representative group acknowledging the individual's participation and indicating that the function is indeed a National or International competition. The superintendent of schools or designate will determine that the application merits leave with pay.

12.1.12 Care of Child

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A teacher unable to obtain suitable care for a dependent child under age nineteen (19) or a dependent parent who is ill or injured, up to two (2) days per year (pro-rated for assigned FTE) when required to be off work to provide **sa** care (as of date of ratification).

NOTE :

1. Article 12 relates to leave with pay and where notes related to no cost to the Board i.e. less the cost of the per diem substitute rate if the individual does not require a substitute then no charge shall occur.

12.2 Short Term Leaves with Partial Pay

The superintendent of schools or designate shall grant leave of absence with partial pay to:

12.2.1 Illness in Immediate Family

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A teacher, up to a maximum of three (3) days per school year, for illness of a spouse, common-law spouse or non-dependent parent.

12.2.2 Funeral Attendance

A teacher for one-half (1/2) a day to attend a funeral in the Vancouver Metropolitan area or one day to attend a funeral outside the Vancouver Metropolitan area.

NOTE :

1. Leave of absence with partial pay is defined as leave with regular pay less the per diem substitute rate. This cost will be applied whether a substitute is required or not.

12.3 Short Term Leaves Without Pay

The superintendent of schools or designate may grant leaves of absence without pay to:

12.3.1 Public Office

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A teacher for public or civic duty, up to ten (10) days per school year, where the teacher is elected or appointed to a public body within British Columbia (also see 12.5.6).

12.3.2 Court Action

A teacher to attend court as a party to an action.

12.4 Long Term Leave With Partial Pay

12.4.1 Educational Leave

Education leave for teachers is as established in Article 13.2.1 of this Agreement.

12.5 Long Term Leave Without Pay

The superintendent of schools shall grant long term leaves of absence without pay in the following instances:

12.5.1 Maternity

(a) The purpose of this leave is:

- i) To afford a pregnant teacher certain security of position on the teaching staff while allowing suitable time free of duty.
- ii) To ensure **for** the school and the children in the charge of the teacher continuity of **good** service with the least disruption of learning growth during the school year.

(b) Ability to Carry on Duties

Should a question arise of a teacher's ability to maintain satisfactory teaching service, the Association's Grievance Committee will investigate and make recommendation to the teacher.

(c) Application for Leave/Medical Certificate

- i) Provided a teacher has forwarded to the Board

medical proof of pregnancy, maternity leave, without pay, shall be granted upon request of the teacher.

- ii) The teacher and her physician shall notify the Board as to the date that maternity leave shall commence.
- iii) In emergency situations, the teacher's application of maternity leave will be considered on shorter notice.
- (iv) A teacher granted this leave shall be issued with a record of employment by the Board to apply for unemployment insurance maternity benefits.

(d) Length of Leave

The teacher shall be granted leave for:

- i) a period of time as provided for in the Employment Standards Act (See 12.5.1(g) below), with return to their school/position;
- ii) ^{12 + 43} in addition to the maximum period of leave provided for in the Employment Standards Act, a further continuing period of time, not to exceed a total of ten (10) teaching months, so that the return to duty would coincide with the commencement of a school year or term (or in the case of a teacher on leave from a semestered school, a semester);
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ii) an extension of maternity leave of up to an additional ten (10) teaching months with return to duty as set out in (ii).

(e) Pregnancy Complications

- i) A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act, and the Parenthood Leave provision of this Agreement.
- ii) In the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may return to duty earlier than provided in the agreed-upon leave, provided the teacher makes application with a medical certificate of satisfactory health and provided a suitable position, in the opinion of the superintendent of schools, is available.

(f) Confirmation of Return to Duty

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

(g) Employment Standards Act

"Maternity Leave

51. (1) An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen consecutive weeks or a shorter period the employee requests, commencing eleven weeks immediately before the estimated date of birth or a later time the employee requests.

(2) Regardless of the date of commencement of the leave of absence taken under subsection (1), the leave shall not end before the expiration of six weeks following the actual date of birth of the child unless the employee requests a shorter period.

(3) A request for a shorter period under subsection (2) must be given in writing to the employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the employer with a certificate of a medical practitioner stating that the employee is able to resume work.

(4) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (1), the employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

(5) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or

return to work after the expiration of the leave, the employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six consecutive weeks."

12.5.2 Parenthood Leave

(a) Eligibility

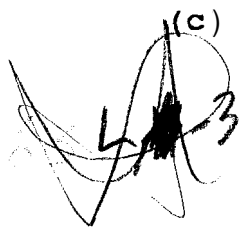
Both male and female teachers who have parent responsibilities shall be eligible for parenthood Leave, but it may be granted to only one (1) parent at a time.

(b) Application Dates

Application is required in writing to the superintendent of schools, in all cases prior to October 31st, for parenthood leave to commence January 1st or February 1st, or on March 1st for parenthood leave to commence on September 1st.

An exception to the preceding is the case of a female teacher who requests parenthood leave as an extension of maternity leave.

(c) Length of Leave



Parenthood leave shall be granted, without pay, upon application for a period of time up to twenty (20) teaching months so that the return to duty would coincide with the commencement of a school year or term (or in the case of a teacher on leave from a semestered school, a semester), subject to part (d) below.

(d) Implementation

At the date of ratification (November, 1988), the clause provisions take effect, such that:

- i) A teacher on parenthood leave shall continue under 1987-88 provisions;
- ii) A teacher having received five (5) or more years (i.e. fifty (50) teaching months) of parenthood shall henceforth be entitled to up to ten (10) teaching months but not as an extension to maternity leave;
- iii) A teacher having received less than five (5) years (fifty (50) teaching months) of parentho shall be entitled to up to twenty (20) teachi

months unless (i) above applies.

(e) Illness - Unable to Return

If, at the end of parenthood leave, the teacher is unable to return to duty because of ill health, the teacher shall be eligible for sick leave upon the certification of the Board's medical officer.

(f) Application for Return to Work

Teachers granted parenthood leave who wish to return to teaching effective September 1st must apply on or before March 31st of the calendar year in which they wish to return. Teachers wishing to return to employment effective January 1st or the beginning of the new semester must make application on or before October 31st in the preceding calendar year.

(g) Placement

Teachers returning from parenthood leave will be given consideration for placement prior to new applicants receiving an assignment, provided they possess the necessary qualifications for the positions available.

12.5.3 Adoption

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(a) In the case of adoption or legal guardianship, maternity leave, without pay, shall be granted and shall commence from the date of arrival of the child in the home. All relevant provision of Maternity Leave and Parenthood Leave shall apply.

(b) Leave may be granted to either parent (or both if both are employees of the Board) for mandatory interviews or travelling time to receive the child, if, in the opinion of the superintendent of schools, school time is essential.

12.5.4 Executive Officers of the Association

(a) A president of the Association who is elected to take office effective July 1st shall be seconded by the Association and assigned as president of the Association for the school year July 1st to the following June 30th.

The Association shall reimburse the Board for the salary and benefits paid to and on behalf of the president.

(b) Should the president of the Coquitlam Teachers' Association resign from the presidency, or be replaced

in the position for any reason, the Board shall grant the new president leave of absence, without pay, for the remainder of the school year.

- (c) The Association shall advise the Board each month of any absence of the president of the association from his duties for reason of illness or unavoidable quarantine. The Board's record of the president's sick leave shall reflect such absence.
- (d) The association president shall have the opportunity to return to the school to which the President was assigned prior to election for up to a two-year (2) period (i.e. for two (2) consecutive twelve (12)-month terms).
- (e) The President shall be considered to be in the full employ of the Board for the purposes of professional development.
- (f) The Board will, on the formal written request of the Association, grant the same leave arrangements to other executive members of the Association on a regular part-time basis or on a full-time basis for all or part of the school year. Wherever practical, any such leave will be for a term which coincides with a natural school break.

12.5.5 Executive Officers or Staff of The BCTF

- (a) A teacher on leave with the BCTF to serve as a member of the administrative staff shall have the opportunity to return to a teaching position similar to that held prior to his/her assignment.
- (b) The Board shall only provide leave of up to four (4) years to enable a teacher to hold a staff position.
- (c) A teacher on leave with the BCTF to serve as an elected officer shall have the opportunity to return to a teaching position similar to that held prior to his/her election.

12.5.6 Teachers Running For Election

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

FTI **SIONA DEVELOPMENT AND TEACHER EDUCATION PROGRAMS**

13.1 Purpose

The Board and the CTA believe that the continuing education of teachers is a means of furthering excellence in education and ensuring quality learning opportunities for students in the school district.

13.2 Program Areas

13.2.1 Educational Leave (effective July 1, 1989)

(a) Funding

The Board shall establish an Educational Leave Fund in the amount of .375% of the teachers' salary section of the budget. This shall be the amount budgeted for teachers' salaries.

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

The Review Panel will annually determine target areas of **district** needs for Educational Leave.

(b) Application

i) The Board may grant Educational Leave on application to teachers with a minimum of five (5) years' service in the **district for** the purpose of furthering excellence of instruction in School District No. 43 (Coquitlam).

ii) Application will be made by the teacher applying in writing to the superintendent of schools stating clearly the particular purpose for **the** leave, and the proposed activities designed to fulfill that purpose. Teachers applying for more than six-tenths salary under paragraph (f) must outline the special circumstances at the time of making application **for** Educational Leave.

1. Application for full or part year Educational Leave must be received prior to March 1st of the school year preceding the year of which the leave will be granted.

2. Where funds remain unallocated in any school year, applications may be submitted prior to October 15th for partial year

Educational Leave.

iii) The superintendent of schools shall submit the application to the Review Panel for recommendation to the Board.

(c) Course Requirements

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

- i) Formal academic training regardless of whether it leads to higher certification.
- ii) Studies or programs designed to bring new techniques or educational strategies to the school district.
- iii) To assist established teachers to refresh and advance their knowledge of method, subject matter or general background for teaching.
- iv) All studies and/or programs approved by the Review Panel upon application must be reviewed by the Review Panel prior to commencement and at intervals during the year.

(d) Length of Leave

The basic unit of leave shall be one (1) year but, where appropriate, any portion of the school year may be granted from September 1st to June 30th.

(e) Payment for a Full School Year

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A teacher granted Educational leave for a full school year shall receive a salary equal to ~~six-~~ six-tenths of the annual salary that would be paid if ~~not on educational~~ leave. Equal monthly payments shall be made spanning the interval September to June. MSP, extended health, dental and group life insurance payments will be shared by the Board for the full school year.

(f) Payment for a Partial School Year

A teacher granted Educational Leave for a portion of a year shall receive a salary equal to six-tenths of the salary that would be paid for that portion of the year if not on Educational Leave. Payments shall be made on the regular monthly pay day. The Review Panel may recommend a higher payment if special circumstances exist. M.S.P., Extended Health, Dental and Group Life Insurance payments

will be shared by the Board for the period while on Educational Leave.

(g) Recommendations to Board

- i) The Review panel (Ref. Article 3.2) shall consider all applications and make a recommendation to the Board as to priority for granting leave. Such recommendations shall be made to the Board prior to April 15th, in the case of a request made under b)(ii)1. Recommendation made by the Review Panel under b)(ii)2. shall be made prior to October 31st.
- ii) Teachers applying for Educational Leave will be notified by the Board of acceptance or rejection of their application by April 30th if the leave is requested under b)(ii)1. and November 15th if the leave is requested under b)(ii)2.

(h) Teachers' Covenant

- i) Full time teachers granted leave under this section shall undertake to return and to stay in the service of the Board for a period of not less than the full time equivalent of one (1) school year unless a shorter period of time is otherwise determined by the superintendent of schools.
- ii) Part-time teachers granted leave under this section shall undertake to return and ordinarily to stay in the service of the Board for a period of not less than the part time equivalent of one (1) school year.
- iii) Should a teacher granted Educational Leave for a full year or portion thereof fail to fulfill this Covenant, the teacher shall be responsible either in whole or in part for a refund of monies received while on leave. The amount and method of refunding in such cases shall be a Review Panel decision.

13.2.2 Joint In-service and Pro D Day Fund

(a) Purpose

The purpose of this fund will be to finance expenditures related to Pro-D. day, individual in-service requests, and district-wide group activities that are not covered by school-based staff development funds.

(b) Funding

The Board's share in the joint in-service and Pro-D day fund shall be one hundred twenty-five percent (125%) of the teacher contributions in each school year effective July 1, 1991.

(c) Substitutes

When provided for by the budget, the costs of substitutes for those teachers granted any professional development leave of absence shall be borne by the Board and shall be in addition to the Board's regular contribution to the professional development fund.

(d) Administration of Fund

The in-service and Pro-D day fund as established by the Board and the CTA shall be administered jointly by representatives of the Board and the Coquitlam Teachers' Association (In-Service Coordinating Committee).

13.2.3 Course Fees Assistance Fund (Credit and Non-credit)

(a) Purpose of Fund

The purpose of the Course Fees Assistance Fund is to assist teachers with registration costs for credit and non-credit courses that will be of value to the teacher in his/her teaching duties in the district. Assistance shall be provided for courses taken throughout the calendar year.

(b) Eligibility

i) To be eligible, a teacher must have taught in the school district in the employ of the Board for a least a two (2)-year period.

ii) Teachers receiving assistance must agree to return to teach in the school district for a least a one (1)-year period.

iii) Present certification of teachers will not be considered a factor in determining eligibility for assistance.

iv) Assistance will be granted only to teachers successfully completing a course.

v) No teacher shall apply for or receive assistance

from this fund and from the Board/CTA in-service fund for the same course.

(c) Deadline for Applications

All teachers applying for course fees assistance shall complete and file applications with the Board at least two (2) weeks prior to the commencement of the course.

(d) Payment

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- i) The Board shall make payment only after receiving proof of payment and successful completion of courses.
 - ii) In the case of credit and non-credit courses, the assistance shall not exceed ~~fifty~~ (50%) of the amount of the registration fee required to be paid.

(e) Funding

- i) The Board shall establish a Course Fees Assistance Fund in the amount of .128 percent of the teachers' salary section of the budget. This shall be the amount budgeted for teachers' salaries.
- ii) The assistance for non-credit courses shall not exceed fifty (50%) of the fund amount.
- iii) In the event that it is necessary to restrict the number to whom assistance can be granted (to come within the funds available in a. above), the In-service Coordinating Committee shall determine to whom assistance is to be given.

(f) Administration of Fund

The Course Fees Assistance Fund as established by the Board shall be administered by the CTA/Board In-service Coordinating Committee.

13.2.4

Staff Development Planning Committee

- (a) The Staff Development Planning Committee provides advice on curriculum and professional/staff development.
- (b) The terms of reference generally include: in-service principles/guidelines, curriculum development/implementation, general directions for teachers' district professional development, and advice on projects/plans.

- (c) The committee reports to the superintendent of schools.
- (d) The committee composition shall be as follows:
 - . Chairperson - assistant superintendent professional development,
 - . **Two** (2) elementary and one (1) secondary teacher,
 - . One (1) elementary and one (1) secondary administrator,
 - . One (1) member of district education excluded staff,
 - . One (1) member of district educational resource Staff,
 - . CTA Pro-D chairperson.
- (e) All CTA members shall be appointed by the CTA.

ARTICLE 14 SUBSTITUTES

- 14.1 Substitute teachers shall be dispatched for day-to-day services from a list maintained by the personnel office.
- 14.2 The Board will endeavour to engage as high a proportion of certificated substitutes as conditions permit.
- 14.3 Certificated substitute teachers will be paid by cheque twice monthly not later than eight **(8)** working days after a pay period, such month-end payments subject to verification and adjustment being made from school and payroll records.
- 14.4 The CTA will be provided with a list of certificated substitutes in October and February of each year.
- 14.5 The cost of substitute service will be provided to the CTA by September 15th for the previous school year.
- 14.6 Unemployed teachers with successful service on temporary appointments within the previous two (2) years will be offered substitute status.
- 14.7 For salary purposes, continuous service in the same assignment shall not be broken by a school or district non-instructional day. However, non-instructional days are not considered as a day of paid work for substitute teachers.

However, attendance at a school non-instructional day shall be expected of substitute teachers who have been in that same assignment for six (6) days or more. Days or partial days that are deemed non-instructional for reporting purposes or parent-teacher conferences shall not be included. This exception to take effect July 1, **1991.**
- 14.8 Upon call-out for duty for a full day or fraction thereof, the rate of .5 shall be paid if cancellation is received less than one (1) hour before assuming duties. Reassignment may be made at any time by the dispatch desk.

- 14.9 Substitute teachers will become eligible for benefits and temporary appointment status upon the 20th day in the same assignment. Those who elect not to join these plans upon first eligibility in any school year shall forgo the opportunity during their status as a substitute teacher. Salary shall be retroactive to the first day in the assignment.
- 14.10 Salaries paid to certificated substitute teachers shall be:
- (a) pro-rated for part-day engagements, ordinarily as follows:
 - .4 -- afternoons (elementary),
 - .6 -- mornings (elementary),
 - .5 -- half of a secondary schedule or First Year Primary; and
 - (b) at a rate, upon ratification (January, 1991), of:
 - i) up to five (5) consecutive days in the same assignment (not school) at 1/250th of Category 4 minimum plus four percent (4%) holiday pay then,
 - ii) upon the 6th day, based upon scale placement as determined by certification and experience (which includes holiday pay).
- 14.11 Experience credit for daily substitute teaching shall not accrue for salary placement purpose. A substitute teacher as of the 1990-91 school year and thereafter shall be given, upon application with documentation to the superintendent of schools or designate, two (2) months of experience credit for salary purposes, (as set out in Article 9.6.4) for every eighty (80) **days** of substitute service in a school year.
- 14.12 The district will give priority when making substitute assignments to regular classroom positions, vacancies arising from illness and absences as a result of contractual obligations.
- 14.13 Substitute teachers will be given consideration for any temporary or continuing appointments on the basis of their qualifications, experience and work record with the district.
- 14.14 Substitute teachers will be removed from the list by the superintendent of schools or designate when the standards of work performance or the employment record for ongoing employment are found to be less than satisfactory. Prior to taking action related to work performance, the substitute teacher will have been advised of any concerns in an interview at which, if so desired, the substitute is accompanied by a member of the CTA. When appropriate in the opinion of the employer, an opportunity to demonstrate subsequent satisfactory performance will be provided.
- 14.15 A substitute teacher shall receive mileage allowance equivalent to that of the itinerant teacher for whom he/she is substituting.

ARTICLE 15 PART-TIME TEACHERS

Part-time teachers are continuing or temporary contract teachers (reference Article 3) employed on less than a full-time basis. They shall be paid salary and earn sick leave pro-rated in proportion to the time employed (FTE) by the Board.

15.1 Continuing contract fractions of less than forty percent (40%) (.4 FTE) will be granted to new employees only where annual school program organization and effective staff deployment permit.

15.2 Benefits provided shall be as set out in Articles 10 and 11.

15.3 Expectations to attend school non-instructional days or district workshops shall be as mutually established by the parties.

15.4 When a full-time continuing appointment teacher requests a part-time assignment for a year or less, such change may be granted through leave of absence without pay for a specified period of time, not to exceed one (1) year, and provided that there is a mutual agreement between the teacher and the school district prior to commencement of such change with respect to the proportion of time to be worked and the nature of the assignment.

At the end of that specified period, the teacher shall revert to a full-time continuing appointment unless a further part-time appointment is requested and granted.

15.5 A teacher with a part-time appointment may during the year without prejudice to that appointment request a change in appointment for a specified length of time.

15.6 Two (2) teachers employed full-time by the Board may jointly request a specified job-sharing assignment in respect of a single full-time position.

ARTICLE 16 TRANSFER AND POSTING

16.1 Transfer of Teachers

16.1.1 The CTA and the Board endorse the concept of voluntary teacher transfers as one method for teachers to experience professional growth.

16.1.2 Teachers interested in the transfer process may obtain staffing information relevant to their position and discuss matters related to it with their principal.

16.1.3 Requests for transfer initiated by the teacher may be cancelled at anytime by notifying in writing the personnel officer - teaching.

16.1.4 Teachers will have up to two (2) teaching days to accept or reject any offer of transfer by notifying the principal.

director of personnel.

- 16.1.5 A description of vacancies may be obtained during the staffing process by contacting any principal or the personnel department.
- 16.1.6 Upon completion of the spring staffing process, teachers with unmet transfer requests will be advised in writing that they may elect to continue to be considered for any appropriate vacancies which may arise during the summer months.
- 16.1.7 Transfers shall not be initiated by the Board for arbitrary or punitive reasons.
- 16.1.8 Any teacher who has been reassigned through a board initiated transfer shall not be so designated within three (3) years unless the teacher agrees to a transfer.

16.2 Posting and Filling Vacant Positions

- 16.2.1 In this article "vacancy" means an existing or newly created teaching assignment/position to which a teacher is not assigned. A teaching assignment does not become a vacancy if a teacher on a continuing appointment is returning from a leave of absence to that position.
- 16.2.2 All vacancies and new positions to take effect at the start of a school year and identified prior to June 30th shall be posted as soon as reasonably possible in all schools and Winslow Centre and a copy sent to the CTA office. Positions that arise after the first day of school shall be filled and where the position continues to exist beyond the current school year, it shall be posted as a vacancy for the next school year.
- 16.2.3 Positions becoming vacant in July or August shall be posted in the Board office, with a copy to the CTA office. Additionally, the CTA office will be contacted by telephone or fax with the information.
- 16.2.4 By April 30th of each year, the Board will provide schools/staffs and the Association with information as to staffing timelines for the subsequent school year.
- 16.2.5 Teachers will be considered for a vacancy in the following order of priority ((a) and (b) have equal priority):
 - (a) Teachers returning from leave of absence, teachers who must be reassigned as a consequence of enrolment decline and/or program changes and teachers who are designated by the District for priority transfer;
 - (b) Teachers who have initiated transfers;

(c) Teachers who are on the district substitute list and other applicants.

16.2.6 Teachers who do not receive a transfer shall be given written reasons upon request.

16.2.7 The teacher appointed to a position shall be the teacher who has the necessary qualifications for that position. "Necessary qualifications" are defined as the academic training, experience, skills and abilities necessary to assume the duties and responsibilities of the available position. Determination of qualifications may include examination of written reports and references.

16.2.8 The parties agree that the selection and assignment of teachers is the responsibility of the Board, subject to the provisions of this Agreement.

ARTICLE 17 STAFF MEETINGS

17.1 The right of principals to schedule staff meetings as provided for in School Act Regulation 4 is recognized.

Furthermore, it is agreed that:

17.1.1 At least seven (7) days' notice of regular staff meetings shall be given including, where practicable, the items to be considered.

17.1.2 All staff members shall have the right to place items for consideration on the agenda,

17.1.3 A written record of proceedings shall be kept and circulated to all staff members.

17.1.4 Teachers shall not be required to attend regular staff meetings which:

(a) commence prior to one (1) hour before classes begin or which conclude later than one and one-half (1 1/2) hours after the dismissal of students;

(b) are held on weekends, statutory holidays or outside the regular work year.

17.1.5 Part time and itinerant teachers shall attend regular staff meetings whenever practicable.

17.1.6 There shall be a maximum of one (1) regular staff meeting per month, unless otherwise determined by the staff and administration of the school.

ARTICLE 18 TEACHER ASSIGNMENTS

- 18.1 In timetabling and preparing teacher assignments, a number of factors should be considered, including: the number of course preparations and subject areas involved; staff qualifications, training and experience; teacher preferences; the number of classroom locations and the balance among staff assignments for the year.
- 18.2 Prior to transfer deadlines a staff meeting or, where applicable, school planning committee meeting, shall be held for the purpose of discussing the proposed timetable, school organization, and staff assignments for the next school year.
- 18.3 A teacher who is not satisfied with a proposed assignment in a school may appeal his/her assignment to a committee of the staff. The committee may, after hearing the principal, teachers, and any other teacher directly affected by any proposed alternative assignment, recommend to the principal that the teacher's assignment be changed.
- 18.4 If a concern still exists the teacher may request a meeting with the zone assistant superintendent.
- 18.5 It is agreed that the subject of this clause is specifically excluded from the provisions of Article 6.

18.6 Beginning Teacher Program

- 18.6.1 Beginning teachers shall be provided with assistance and teaching conditions to help them with their introduction to teaching.
- 18.6.2 Provisions include, where practicable:
- (a) a teaching assignment where the most demanding classes in the school are not the responsibility of a beginning teacher;
 - (b) release time when deemed appropriate by the superintendent of schools or designate;
 - (c) a mentor or coaching program in the school;
 - (d) an orientation and induction program;
 - (e) assistance from district resource staff;
 - (f) and such other jointly sponsored activities which may be provided from time to time.

18.7 Class Size and Composition

Class size guidelines should reflect different sizes for different grade levels and instructional assignments (or courses) and will help to ensure the equitable distribution of available human resources within and among our district schools.

18.7.1 The Board endeavours to meet the following class size targets for the 1991-92 school year and shall achieve these class sizes by the 1992-93 school year.

First Year Primary	21
Primary	23
Intermediate/Graduate	30
Shops/H. Ec Labs	24

A maximum of three (3) students with identified exceptionalities integrated into a classroom for an hour or more per day.

District skill development and social adjustment program classes for students with exceptionalities shall not exceed ten (10) students per class and will be assigned special education assistant time according to the district schedule for support staff. All other district programs shall operate and be staffed according to past practice.

18.7.2 These sizes may be exceeded by two (2) students before the school staff and administration shall be expected to seek a resolution to the matter.

18.7.3 The assistance provided when the guidelines are exceeded will be in the form of additional staff support to the teacher/classroom.

18.7.4 A school staff may decide to exceed the guidelines for educationally sound reasons.

18.7.5 The maximum sizes may be exceeded when external budget and legislative constraints are imposed upon the Board.

18.7.6 When integration of students with identified exceptionalities is planned according to ministry and district guidelines, the following shall occur:

(a) The school-based team and district screening committee shall be involved in the identification and placement of the student.

(b) Placement shall be preceded by consultation with the classroom teacher and the provision of release time to review student needs and to receive necessary training. The director of student services will approve release time when it is deemed necessary.

(c) Placement decisions shall be based upon the following main factors:

i) student's medical, physical and educational needs;

ii) proposed educational plan;

- iii) class size(s);
- iv) opinion of professional staff.

- 18.7.7 The Board shall provide necessary additional resources to facilitate the successful integration of these students.
- 18.7.8 Teachers shall not be required to take training during July and August. If they are requested and agree to do this, they will be compensated as per Article 9.9.
- 18.7.9 If the teacher or the school-based team is not satisfied with the placement process or the Board's ability to provide additional resources, upon request a full written explanation will be provided by the director of student services.
- 18.7.10 Students new to the district or school may be placed in classes on a short-term basis until provisions of this Article are able to be completed.

ARTICLE 19 TEACHER IN CHARGE

- 19.1 In the event that all administrative officers assigned to the school are absent for one (1) day, a teacher may be requested to assume the duties specified in this clause.
- 19.2 In the event that all administrative officers assigned to the school are absent for more than one (1) day, a teacher shall be requested to assume the duties specified in this clause, for a period not exceeding five (5) consecutive days at one time.
- 19.3 The teacher in charge shall strive to assure that the safety of students and security of the school are maintained, and shall deal with such emergent matters as may arise with required assistance from 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.
- 19.4 When acting as teacher in charge, the teacher shall be provided with sufficient substitute teacher time to be relieved of regular teaching duties.
- 19.5 It is understood that the employer's liability insurance coverage extends to a teacher in charge.

ARTICLE 20 HOURS OF WORK AND PREPARATION TIME

- 20.1 The instructional time for full-time teachers shall be twenty-five (25) hours per week for elementary school teachers and twenty-seven and one-half (27.5) hours per week for secondary school teachers.
- 20.2 Instructional time, unless otherwise required, shall be defined as

scheduled time spent in the classroom instructing students, plus:
· homeroom,
· recess in elementary school, and
· preparation time.

20.3 Preparation time shall be scheduled **as** follows:

20.3.1 Twelve and one-half percent (**12.5%**) of in-classroom instructional time [one (**1**) block in eight (**8**)] for full-time secondary teachers.

20.3.2 Eighty (**80**) minutes per week for full-time elementary teachers as of September, **1991**.

20.3.3 Preparation time shall be pro-rated for part-time teachers of **.4 FTE** or more.

20.3.4 In the event of the teacher's absence, a non-instructional day or a statutory holiday, there shall be no requirement to reschedule preparation time.

ARTICLE 21 SCHOOL YEAR FOR TEACHERS

21.1 The work year shall be the regular school year established by the Board and shall not exceed one hundred ninety-five (**195**) days in session per school year.

All such days in session shall be scheduled between the Tuesday after Labour Day and the last day in June of the subsequent year.

21.2 The days in session in the regular work year for teachers shall include:

21.2.1 up to four (**4**) non-instructional days for professional and other purposes acceptable to the Board as in **21.6** below.

21.2.2 two (**2**) administrative days, one (**1**) of which shall be the last day of the school year.

21.2.3 two (**2**) days of noon dismissal for parent-teacher conferences and consultation where interviews are scheduled beyond the school's normal student dismissal time.

21.2.4 the provision in .2 above may provide an additional non-instructional day where students attend for part of the day and the school's instructional hours meet statutory requirements.

21.3 The first **day** of Christmas break shall be on 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.

21.4 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 Wednesday following the fourth Monday in March, except for 1991, when Spring break shall commence on March 28th and school shall reopen on April 8th.

- 21.5 The parties shall modify the provisions of this clause by March, 1992, prior to the Board establishing the district calendar for the 1992-93 school year.
- 21.6 Non-instructional days as provided for in .2 above shall be days in session when students will be excused from attendance and when teacher activities will include: program development, staff development, school planning, individual in-service and parent conferences as planned by the school staff and administration and, upon request from the CTA, an annual district-wide professional day.
- 21.7 Any work performed beyond the teacher's regular work year shall be voluntary. Compensation for such work shall be according to Article 9.9 (Summer Project Payment).

ARTICLE 22 SUPERVISION DURING THE NOON INTERMISSION

- 22.1 No member of the CTA shall be required to perform routine school supervision duties during the noon intermission.
- 22.2 However, this provision does not preclude any employee from volunteering for this activity.
- 22.3 This article shall be effective July 1, 1989 and shall be reviewed at the request of either party during subsequent negotiations.

ARTICLE 23 SCHOOL CHIEF DELEGATES

The employer recognizes chief delegates in each school selected by the CTA to represent its members and agrees that delegates shall not be hindered, coerced, restrained or interfered with while representing members.

Chief delegates may be granted leave from work duties upon application by the CTA to the personnel department in order to participate in grievance or arbitration proceedings as set out in Article 6. The CTA shall assume the cost of the substitute teacher in order that the Chief delegate is relieved of instructional duties with no loss of pay.

When, as provided for in Article 6.2, a meeting with a teacher is to be held at which the chief delegate is to be present, the principal shall provide advance notice and schedule same at a time which does not affect instruction in the school and is convenient to the parties.

Chief delegates shall schedule any meetings of members of the bargaining unit outside of instructional hours.

23.5 The Executive Officers or school chief delegates shall hold discussions or meetings with a teacher or teachers at times when teachers are assigned to a class.

ARTICLE 24 PICKET LINES

4 24.1 All employees covered under this Agreement have the right to refuse to cross or work behind a picket line unless same is declared illegal by the Industrial Relations Council or the courts.

24.2 Failure to cross a picket line encountered in carrying out business for the employer shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, but shall be deemed to be absence without pay.

24.3 Teachers will not be expected, except in an emergency situation, to perform, nor to direct students to perform, duties that are under the jurisdiction of employees who are on strike or locked out.

ARTICLE 25 ACCESS TO FACILITIES

The CTA shall have access to school facilities and equipment at no cost to the Board in order to transact official business. Such use shall not conflict with regular instructional and related school activities nor any other previously scheduled event or activity at any given facility. The method of arranging usage shall be as determined by the Board.

ARTICLE 26 BULLETIN BOARDS

A bulletin board shall be available in a staffroom of each school to enable the posting of notices on CTA business and activities.

ARTICLE 27 INTERNAL MAIL

The CTA shall have access to the district mail bag delivery service and school mail boxes, where necessary, for an annual fee as determined by the superintendent of schools or his/her delegate for the conveyance of business communications to members of the bargaining unit. It is agreed that discretion must be used with the distribution of sensitive materials.

ARTICLE 28 COPY OF AGREEMENT

The employer shall provide every member of the bargaining unit with a printed copy of this Agreement within a reasonable time of the conclusion of negotiations. The cost of producing the Agreement will be shared equally between the CTA and Board.

ARTICLE 29 POSTS OF SPECIAL RESPONSIBILITY

29.1 Prior to the creation, major modification or deletion of any district supervisory, district resource teacher, school-based administrative or department head position, the Board shall consult with the CTA.

29.1.1 All positions of special responsibility shall be voluntary

- 29.1.2 Department heads shall be appointed annually for one (1) or two (2) year terms. These positions shall be posted in each school and the principal's recommendation to the superintendent of schools shall be made after consultation with a committee of the staff or, where applicable, the school planning committee.
- 29.1.3 District positions of special responsibility will be posted as they become available.
- 29.1.4 Teacher in charge designations shall be made as needed during the year in accordance with Article 19.
- 29.2 Allowances or bonuses for bargaining unit positions shall be determined by this Agreement or as mutually agreed upon between the parties to this Agreement.
- 29.3 Upon establishment of a new position which, by definition in the School Act, is excluded from the bargaining unit and is to be filled by a member of the College of Teachers, at least thirty (30) days' notice will be filed with the CTA.

ARTICLE 30 SHORTLISTING PERSONNEL

The superintendent of schools each year will invite the CTA to nominate teachers to participate in the shortlisting of members of the bargaining unit for the positions of principal, vice-principal, district resource personnel and district itinerant counsellor.

ARTICLE 31 NON-DISCRIMINATION

The employer agrees in exercising its personnel management responsibilities that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, wages, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification or discharge by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his membership or activity in the union.

ARTICLE 32 ACCESS TO INFORMATION

The office of the secretary-treasurer of the Board shall provide the president of the CTA, at his request, with the following data:

32.1 Scattergram

A scattergram of teachers employed by the Board as of July 30th of the current calendar year.

The scattergram shall indicate:

- 32.1.1 the full-time equivalent (FTE) number of teachers at each step on the current salary schedule;

- 32.1.2 the number of teachers who receive an allowance at each step of the schedule of allowances;
- 32.1.3 the total annual salary cost to employ the teachers at the salary rate effective July 1st in the current year.

32.2 Benefit Costs

The estimated cost to the Board, in the current fiscal year, of benefits paid on behalf of the teachers, such as: dental plan, group life insurance, medical services plan, extended health plan, educational leave plan, course fee assistance, group disability salary continuance plan and employee assistance plan.

32.3 Public Information

Such information as is normally available to the public.

ARTICLE 33 TEACHERS' PROPERTY--LOSS OR DAMAGE

Compensation will be paid to teachers who lose or damage their personal teaching property while it is located on school premises, provided that:

- 33.1 Each article is registered with the principal at the beginning of the period of time that it is to be kept in the school.
- 33.2 A homeowner insurance policy is carried by the teacher on his/her personal effects and the article being claimed for is not covered by the policy.
- 33.3 The loss or damage is not the result of negligence on the part of the teacher claiming the compensation.
- 33.4 Compensation claims shall be limited to:
 - 33.4.1 the replacement cost of the article;
 - 33.4.2 a maximum payment by the Board of any claim of **\$500.00**;
 - 33.4.3 claims of less than \$25.00 will not be considered;
 - 33.4.4 the replacement cost of materials originally purchased by the teacher; and, will not include payment for any of the teacher's labour in preparing the material, equipment, or teacher aid.

ARTICLE 34: TEACHERS ACCESS TO PERSONNEL FILES

- 34.1 The Board recognizes the right of teachers to have access to their own personnel department records.
 - 34.1.1 There shall be only one personnel file for each teacher maintained at the district office. Any file, regardless

storage format, relating to a teacher kept at a school and maintained by the principal shall be destroyed when the teacher leaves that school.

- 34.2 The Board of School Trustees recognizes that all teacher personnel files are confidential. Personnel files shall be in the custody of the superintendent of schools or designate and shall not be accessible to other than appropriate administrative officials of the school district unless otherwise authorized in writing by the teacher. Access must be limited and security assured.
- 34.3 Requests for access by individual teachers to the personnel files or school office file will be accommodated in the following manner:
- 34.3.1 The file will be viewed in the presence of the superintendent of schools or designate and at the teacher's request, a CTA representative.
 - 34.3.2 Viewing will be arranged by appointment. Appointments and viewings will be in the employee's time.
 - 34.3.3 Any employee must provide identification acceptable to the person in whose presence the file is being reviewed.
 - 34.3.4 The access to data will be restricted to that data which is placed in the file subsequent to the date of employment of the individual.
 - 34.3.5 Where material critical of the teacher, or in the nature of a reprimand, is placed in the file, the teacher may elect to have the material reviewed two (2) years after the filing.
 - 34.3.6 The file shall not contain unsigned letters. **Any** correspondence placed in the file shall be copied to the teacher with the opportunity to file any comments.
 - 34.3.7 Upon completion of the review, an employee may indicate to the director of personnel and employee relations that information contained in the file may be incorrect. The employee shall provide a statement listing those items alleged to be incorrect. A copy of this statement will be placed in the employee's file.

ARTICLE 35 SEXUAL HARASSMENT

14-1

- 35.1 The Board of School Trustees recognizes the right of all employees to work in an environment free from sexual harassment.
- 35.2 Sexual harassment is defined as:
Persistent and unwelcome sexual advances, comments, **looks**, suggestions, requests for sexual favours and other verbal or physical conduct of a sexual nature when:

- 35.2.1 submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 35.2.2 submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- 35.2.3 such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, offensive, or uncomfortable working environment.
- 35.3 Complaints of sexual harassment shall be treated seriously and in strict confidence.
- 35.4 Employees found to have been sexually harassing another employee shall be subject to disciplinary action. Such action may include a verbal warning, a written warning, suspension, and/or dismissal.
- 35.5 No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of sexual harassment. It is recognized that false or malicious complaints may damage the reputation of, or be unjust to other employees and therefore the complainant may be subject to disciplinary action.
- 35.6 In the first instance, attempts shall be made to resolve alleged complaints through informal means. The complainant employee or the Board may attempt to resolve the matter by informing the alleged harasser.
- 35.7 In the event that an employee's complaint is not resolved through informal means, the employee may request the intervention of the superintendent of schools or his/her designate.
- 35.8 In the event that the issue remains unresolved after .7 above, the provisions of Article 6 may be exercised.

ARTICLE 36 HEALTH, SAFETY & STUDENT MEDICATION

36.1 Committee

The employer shall maintain a Health and Safety Committee comprised of CTA, CUPE and employer representatives. It shall meet regularly to review and recommend on matters either raised or referred to it that pertain to the health and safety of employees or students. It shall maintain minutes of its proceedings.

36.2 General Safety

The Board shall maintain procedures to ensure compliance with health and safety regulations established by authorities such as the Worker's Compensation Board regulations on industrial health and safety and to guide district personnel during emergencies such

fire or earthquakes.

36.3 A teacher shall not be required to work at a job or on a site which the Coquitlam Teachers' Association believes is unsafe until the Health and Safety Committee and or appropriate authority eg. Workers' Compensation Board has declared the job and site as safe.

36.4 The Board shall maintain conditions conducive to effective learning with respect to lighting, temperature, ventilation, water supply, cleanliness/sanitation, safety and first aid supplies.

36.5 Student Medication and Medical Procedures (effective July 1, 1991)

36.5.1 While teachers have a duty to render assistance in an emergency, they shall not be called upon to administer medication and medical procedures on a regular or predictable basis.

36.5.2 The Board shall require schools to establish systems for administering medication and medical procedures after consultation with teachers, parents, family physicians, the public health nurse and the medical health officer.

36.5.3 The administration of medication and medical procedures shall be the responsibility of assistants or health personnel, as appropriate, except for those mature students capable of, and trained in, self-administration.

36.5.4 Where teachers volunteer to administer medication or perform other medical procedures on a regular or predictable basis, provisions for the following shall be made:

- (a) training appropriate to the required duties on a student specific basis;
- (b) coverage by the Board's liability insurance;
- (c) trained replacement during periods of absence by the teacher;
- (d) necessary equipment and supplies.

ARTICLE 37 TECHNOLOGICAL CHANGE

It is agreed between the parties that the provisions and ~~procedures~~ on technological change as set out in Section 74-77 of the Industrial Relations Act shall satisfy the requirements on this matter during the term of this Agreement,

ARTICLE 38 APPOINTMENT OF TEACHERS

38.1 A teacher's appointment to the district and every contract of employment made for that purpose with a teacher shall be a continuing contract save and except for those teachers given a temporary appointment as set out in Article 3 or those engaged on a substitute assignment.

- 38.2 Substitute teachers who have been employed on a temporary appointment during the school year will be given consideration for any temporary and continuing contracts with the district based on their work history, qualifications and teaching experience.

ARTICLE 39 EXTRA-CURRICULAR ACTIVITIES

- 39.1 Extra-curricular activities and programs are defined as being those aspects of students' school life provided by teachers which are beyond the activities relating to provincially and locally established curriculum.
- 39.2 While the Board and the CTA agree that extra-curricular activities are an important aspect of school programs for students and encourage participation in extra-curricular activities, it is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.
- 39.3 While voluntarily involved in extra-curricular activities approved by the principal, teachers shall be considered as acting in the employ of the Board for purposes of liability and coverage under the Board's insurance.
- 39.4 There shall be no compensation for the provision of extra-curricular activities.

ARTICLE 40 SPACE AND FACILITIES

The Board and the Association recognize the need to provide flexible space to enhance the learning situation and the use of effective instructional techniques. The Association shall be represented on the district Design Panel which is established to create standards used for major renovations to improve existent facilities or for construction of new facilities.

ARTICLE 41 ACCREDITATION

- 41.1 The Board and the Coquitlam Teachers' Association endorse school-based growth planning activities.
- 41.2 The Board and the Coquitlam Teachers' Association agree that the ministry guidelines constitute the provisions under which the school accreditation process shall occur.
- 41.3 The need for additional resources for release and clerical time is recognized. The Board shall ensure that all funds and resources available from the Ministry in support of the accreditation/assessment process shall be dedicated to that process.
- 41.4 The School Steering Committee shall review and make recommendations where appropriate to the staff or designated committee regarding the accreditation/assessment process. Such recommendations may include, but are not limited to the following:

- 41.4.1 the decision to undertake and proceed with the elementary assessment process;
 - 41.4.2 the purpose, goals and objectives of the accreditation/assessment process;
 - 41.4.3 the instruments to be used;
 - 41.4.4 function of the external team;
 - 41.4.5 the frequency of the elementary assessment process.
- 41.5 Where there is agreement between the external team and the school staff, recommendations will be submitted to the Board by the superintendent of schools for consideration.
- 41.6 The Board agrees to maintain a district policy and regulations on the accreditation process, the contents of which shall be reviewed with the Association on a periodic basis.

ARTICLE 42 F ACCUSED EE ASSISTANCE

- 42.1 When a teacher has been found to be falsely accused of child abuse in the course of exercising their duties and:
- 42.1.1 an investigation by the Board found that the allegations brought against the teacher were false or;
 - 42.1.2 a teacher was acquitted of criminal charges by the court.
- 42.2 The District, upon request, shall:
- 42.2.1 provide the teacher and the teacher's family all reasonable specialist counselling and/or medical assistance to deal with negative effects of the allegations, beyond the district employee assistance plan, as agreed by the superintendent of schools or designate and the Association.
 - 42.2.2 assist the teacher in assuring successful return to teaching duties, including any necessary period of leave of absence, priority for transfer to any vacant position requested by the teacher and, where requested by the teacher, provision of factual information to parents by the Board.
 - 42.2.3 provide financial assistance, if deemed appropriate by the superintendent of schools or designate after consultation with the Association.

ARTICLE 43 BUDGET PROCESS

In addition to accepting oral presentations and written material from the Association during preparation of the annual budget, the Board will have administration conduct a budget meeting for the Association and other

employee representatives to review provincial funding, program priorities, fixed cost; and related matters prior to submitting its budget to the Ministry of Education.

ARTICLE 44 APPEALS BY PARENTS/STUDENTS

- 44.1 The Board shall ensure that its policy and procedures established under provisions of the School Act expect a student and/or parent to review the concern with the teacher and principal (or director) prior to seeking redress of the Board or of its administration as to the teacher's action which impacts on the education, health or safety of the student.
- 44.2 Where a student and/or parent/guardian files an appeal under the School Act (Section 11) in connection with or affecting a teacher:
- 44.2.1 the teacher and the Association shall promptly be notified of the appeal, and shall be entitled to receive all documents relating to the appeal unless limited or prevented expressly by statute;
 - 44.2.2 the teacher shall be entitled to attend any meeting of the Board in connection with the appeal where the appellant is present and shall have the right to representation by the Association; and
 - 44.2.3 the teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.

ARTICLE 45 SCHOOL PLANNING COMMITTEE

The Board and Association encourage employee participation at the school and district levels and recognize that a variety of committee structures have proven to be effective in achieving collaborative decision making in school districts. To seek mutually acceptable models of staff involvement, school planning committees shall be implemented in schools during the 1991 and 1992 school years.

ARTICLE 46 HOME EDUCATION

- 46.1 Educational services that may be required for home education students by statute or district policy with respect to the provisions of the statute shall be provided by members of the bargaining unit.
- 46.2 The Board shall provide such additional school resources as are mutually agreed to by the Board and the Association in providing education services for home education students.
- 46.3 Classroom teachers shall not be required to prepare separate additional materials, evaluations, or reports on home education students.

EXECUTION OF COLLECTIVE AGREEMENT

I, witness whereof the parties hereto have caused the Collective Agreement to be executed at Coquitlam, B.C. this 16th day of January, 1991.

COQUITLAM TEACHERS' ASSOCIATION

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

Ken Hammond
President

Louella Hollington
Chair

Debbie Gregg
Chief Negotiator

Rob Watson
Assistant Superintendent/
Negotiator

Svein Urdahl
Secretary-Treasurer

APPENDIX A

Group Life Insurance

10.3.1 Cost-Sharing

210 060 Group life coverage will be on a cost-sharing basis of ~~sixty~~ (60%) Board and forty percent (40%) teacher. The Board shall administer the Group Life Insurance Plan and will call public tenders and select the insurance carrier.

10.3.2 Eligibility

Once the class of eligibility has been determined a teacher may elect either A or B of this class of insurance as shown under the Schedule of Insurance.

(a) "Employee"

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

A. Teaching staff, appointed by resolution of the Board,

or

B. Senior non-union employees of the Board.

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

(c) Classes of Persons Eligible:

The following classes of persons are eligible for insurance:

(See Schedule of Insurance Coverage for coverage.)

Class 1. Employees with no dependants,

or

Class 2. i) Married employees;

ii) Employees with dependants where such dependants are claimed for income tax exemption on form TD1 as filed with the Board;

or

iii) Employees who make payments to

former spouse by order of a court or under a legal separation agreement for alimony or maintenance. In such cases the employee shall file with the Board a copy of the court order or legal separation agreement. The beneficiary under the policy shall be the person (persons) named in the court order or the separation agreement.

10.3.3 Late Application

(a) Teachers on Continuing Contracts

Teachers on continuing contracts who become eligible for insurance under Class 2 of this group, and do not apply for insurance under Class 2 within thirty-one (31) days of becoming eligible, may be insured under the Basic or Optional Coverage Schedule for Class 2 only upon submission of evidence of insurability satisfactory to the Company, and the insurance will become effective on the date of approval of the evidence.

(b) A person who married during the months of July or August and does not apply for insurance under Class 2 within thirty-one (31) days of September 1st, may be insured under the Basic or Optional Coverage Schedule for Class 2 only upon submission of evidence of insurability satisfactory to the company and the insurance will become effective on the date of approval of the evidence.

(c) Teachers on Temporary Contracts

Teachers on temporary contracts who do not join the Plan when first eligible, may not join the Plan on subsequent assignments unless he/she receives an assignment for four (4) months or more.

10.3.4 Transfer of Coverage -- Class 2

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

10.3.5 Loss of Dependant -- Class 2

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

10.3.6 Insurability -- Dates

a) Effective Date

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

- (i) the date he becomes eligible, if the Board receives such application and authorization on or before that date; or
- (ii) the date the Board receives such application and authorization, if received within thirty-one (31) days after the date the person becomes eligible; or
- (iii) the date the insurance company determines evidence of insurability to be satisfactory, such evidence to be furnished by and at the expense of any eligible person who requests insurance more than thirty-one (31) days after the date he becomes eligible, or who requests reinstatement of his insurance after it has become discontinued because of his failure to make any agreed contributions when due; or
- (iv) the date the insurance company determines evidence of insurability to be satisfactory, such evidence to be furnished by an eligible person who had previously elected to apply for the basic insurance hereunder and who now requests to apply for the optional insurance.
- (v) If an eligible person is absent from work for any reason when he would otherwise become insured, such eligible person shall become insured upon the date of his return to work.

(b) Individual Termination Date

The insurance of any Insured Person shall terminate:

- (i) upon cessation of active work by lay-off, leave of absence, resignation, dismissal, pension or retirement, except that where an insured person ceases to be eligible for insurance because of temporary lay-off or leave of absence, the insurance may be continued for a period of one year or such period of time as leave is permitted under the Board agreement with the Coquitlam Teachers' Association if premiums are paid by the policy holder;
- (ii) upon attaining age sixty-five (65);

whichever shall first occur.

10.3.7 Schedule of Insurance Coverage

(a) Amount of Insurance

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

Schedule of Insurance

Class Life Insurance

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

or

(b) Optional Coverage:

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

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

10.3.8 Coverage Determination

(a) Coverage Determination

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

- (b) The maximum amount of insurance on an employee shall be six hundred percent (600%) of the Category 5 minimum of the teachers' salary scale.

10.3.9 Annual Changes in Coverage

- (a) Adjustments in insurance coverage which result from age or salary changes in the previous calendar year or at January 1st of the current year shall be made effective February 1st each year.
- (b) Should the insurance of an employee change due to a change in classification or salary, the change will not be effective until the first day, following the date of change that the teacher is at work.
- (c) If an insured person included for Optional Coverage has a reduction in earnings then the amount of insurance does not reduce below Basic Coverage.

10.3.10 Taxable Portion of Premium

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

APPENDIX B

Group Disability Salary Continuance Plan

10.7.1 Cost Sharing

- (a) A Trust Bank Account shall be maintained in the name of the Board in the Royal Bank of Canada, Port Moody Branch.
- (b) The Board shall make contributions to the Trust Account monthly in each month except July and August, Board contributions will be 7/40ths of one percent (1%) of the gross salary paid to each teacher participating in the fund. The Review Panel may suspend contributions by the Board if at any time the panel feels the fund is large enough to make all benefit payments without receiving contributions from the Board and the teachers.
- (c) The assets of the Sick Leave Trust Account shall be reviewed annually in January of each year and in the event that the parties agree that it is necessary to reduce the benefits paid from the Fund so as to keep the Fund solvent, the benefits shall be correspondingly reduced. Such reduction shall not

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apply to those already in receipt of benefits.

- (d) If, in the opinion of the Review Panel, there are sufficient monies in the trust account to finance benefits without teachers making a contribution, the Review Panel may reduce or suspend teacher contributions. If contributions are suspended by the Review Panel they may be re-instituted by the Review Panel up to 7/40ths of one percent (1%) of the gross salary.
- (e) The Coquitlam Teacher's Association will not request the Board to make contributions to any other similar group disability salary continuance plan while the Board is making a contribution to this plan.
- (f) Payments out of the fund shall be made to School District No. 43 (Coquitlam) payroll account only.
- (g) For the purpose of this Agreement, gross salary shall mean the salary as called to be paid in the salary agreement between the Association and the Board.

10.7.2 Definition of Disability/Illness

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

10.7.3 Eligibility

- (a) Eligibility

This Agreement shall not apply to teachers on leave or absence due to pregnancy or parenthood leave.

To receive benefits, a teacher must have contributed to the Fund for at least one (1) month, and if requested by the Review Panel, be recommended by a panel of three (3) medical doctors named by the Review Panel.

b) Review of Eligibility

The Review Panel shall review semi-annually in September and February of each year each individual situation where a teacher is receiving long-term disability payment from the Sick Leave Trust Account.

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

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

10.7.4 Rehabilitative Employment

- (a) A member who has established a claim under the plan and is in receipt of benefits may engage in remunerative employment, undertaken as rehabilitative employment, that has been recommended by a physician and approved by the Review Panel.
- (b) The member shall continue to receive benefits from the plan but the benefit shall be reduced by an amount equal to fifty percent (50%) of the amount earned in employment.
- (c) Any of the following may be eligible for consideration as rehabilitative employment:
 - i) a return to regular employment on a part-time basis;
 - ii) any gainful occupation that is of a less demanding nature than teaching;
 - iii) a formal vocational training program.

- (d) The member is responsible for reporting involvement in approved rehabilitative employment in the manner established by the Review Panel.
- (e) The maximum period for which rehabilitative employment may be approved is twenty-four (24) months.

10.7.5 Payments and Benefits

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- (a) Payments shall be made each month, excluding the months of July and August, at the rate of sixty (60%) of gross salary plus the cost of premiums for group life insurance, the medical services plan, the plan of extended health benefits and the dental plan for a maximum period of time to the end of the school year in which the teacher becomes sixty-five (65) years of age.
- (b) The gross salary of the teacher shall be at the rate paid on the last day worked. (In the event that a teacher receives pay for unused sick leave granted under the School Act, calculation shall be made at the rate paid on the last day on which such sick leave pay is granted.) An annual cost of living adjustment shall be made on the basis of any changes in the Consumer Price Index published by Statistics Canada for the City of Vancouver. The gross salary shall be revised annually in January of each year by fifty percent (50%) of the percentage change in the Vancouver City Consumer Price Index from November in the preceding school year to November in the current school year.
- (c) Payments made for disability/illness are to be made effective on the day following the expiration of BCTF Salary Indemnity Fund benefits (normally the 186th teaching day following the day that the teacher's full sick credit is used up).

10.7.6 Payment--W.C.B.

- (a) Payments for compensable accidents under the Workers' Compensation Act shall be paid from the Group Disability Salary Continuance Plan fund and shall equal full salary less any tax credit which will result from receiving (a) Workers' Compensation Board payments, and (b) payments from the Group Disability Salary Continuance Plan fund. Payments for compensable accidents under the Workers' Compensation Act shall be effective from the day following the date of the compensable accident.
- (b) All salary reimbursement cheques and/or payments made to, or on behalf of, the teacher receiving benefits

under this Plan by the Workers' Compensation Board, shall be endorsed and deposited to the credit of the Sick Leave Trust bank account.

10.7.7 Canada Pension Plan Application Required

Teachers drawing benefits from this Group Disability Salary Continuance Plan shall be required to apply for Canada Pension Plan benefits and to authorize Canada Pension Plan authorities to supply information to the Board regarding benefits payable. Payments from the Group Disability Salary Continuance Plan shall be reduced by the amount received from the Canada Pension Plan excluding amounts paid on behalf of dependants. Payments shall **also** be reduced by any increase in military service pensions received by a teacher after the date that a teacher begins to receive benefits under the plan.

10.7.8 Duration of Benefits

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

Benefit Limits

In case of mental or nervous disorders that are psychoneurotic in nature, benefits shall be paid for a maximum period of twenty-four (24) months.

10.7.9 Salary or Wages From Another Employer

To receive benefits from the Plan under this clause, teachers shall be required to deposit to the credit of the Sick Leave Trust Account any salary or wages received from any other employer while they are in receipt of benefits from the fund.

10.7.10 Benefits Received From Another Source

(a) Definition of Reimbursement

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

policy or policies of insurance.

(b) Repayments

In the event that a teacher shall receive payment at any time under Section 125(2) of the 1987 School Act or under the Board's Group Disability Salary Continuance Plan for illness or injury causing absence from work, and in the further event that the teacher has also received reimbursement as heretofore defined for such illness or injury, the teacher shall forthwith repay to the Board for credit to the Board or the Group Disability Salary Continuance Plan all amounts received as such reimbursement up to the amount which has been received by the teacher for such illness or injury under Section 125(2) or under the Group Disability Salary Continuance Plan.

10.7.11 Failure to Disclose

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

10.7.12 Leaving Service of Board

Teachers leaving employment of the Board forfeit any right to payment out of the fund as a refund of contribution and/or as a sick-compensation benefit.

APPENDIX C

Deferred Salary Retirement And Leave Plans

(Details available in the personnel department)

APPENDIX D

Evaluation Process

The following statements shall guide the process of preparing formal evaluations on members of the bargaining unit.

1. All reports on the work of a teacher shall be in writing.
2. Prior to commencing observations, the evaluator shall meet with the teacher and seek agreement on the purposes of the evaluation, the timespan and schedule of observations and the criteria and standards

to be applied.

3. Observations shall be made in the principal area(s) of the teacher's expertise. The criteria which will be applied will relate to aspects of the learning situation over which the teacher has responsibility.
4. Each report shall be based on not less than three (3) nor more than six (6) observations which reflect the teacher's assignment unless otherwise mutually agreed upon by the evaluator and teacher.
5. Information on activities or matters not directly related to teaching duties is outside the scope of evaluation and shall not be included in the report. If a teacher requests the inclusion of this information, it shall be included as an appendix.
6. Periods chosen for observation shall be at appropriate times and the teacher shall have the opportunity to select at least half the observation times.
7. Following each observation, the evaluator shall, within twenty-four (24) hours, discuss his/her observations with the teacher. A written anecdotal statement shall be provided to the teacher within three (3) teaching days of the aforementioned discussion.
8. Reports shall reflect any discrepancy between the teacher's assignment, professional training, past experience and preference of teaching subject and level.
9. In the event of a first less than satisfactory report a plan of assistance shall be offered by the Board. If accepted, the plan of assistance shall be jointly developed by the Board and the teacher with an Association representative. Where the plan of assistance is implemented it shall be completed before the second report is initiated. There shall be a minimum of sixty (60) teaching days between reports.
10. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy. The teacher shall have the opportunity of meeting with the evaluator in the company of a CTA representative to propose changes to the draft.
11. The report shall be filed in the teacher's personnel file at the school district office. A copy shall be given to the teacher at the time of filing and a copy may be kept in the school office file.
12. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with the report.

ARTICLES OF UNDERSTANDING
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 43 (COQUITLAM)
AND
THE COQUITLAM TEACHERS' ASSOCIATION

1. Evaluation of Substitutes

It is agreed between the parties that a district procedure and circular will be developed on the evaluation of substitute teachers.

2. Race Relations

The Board and CTA shall not condone nor tolerate any expression of racism. To that end, the Board in consultation with the CTA shall develop a district policy on race relations.

3. Educational Change

The CTA shall participate in district curriculum committees. A majority of representatives on these committees shall be members of the bargaining unit and shall be appointed by the CTA.

It is agreed that the following topics be referred for review during the 1990-91 school year:

.Curriculum change	.First Nations Curriculum
.Multiculturalism	.Women's Studies

4. Child Care

The parties agree to refer the matter of child care to the Human Resources Planning Committee to review all aspects of child care for school district employees.

S.W. Urdahl, Secretary Treasurer

K. Hammond, President

R. Watson, Chief Negotiator

D. Gregg, Chief Negotiator

on behalf of
The Board of School Trustees
School District No. 43 (Coquitlam)

on behalf of
The Coquitlam Teachers' Association

Dated this 16th day of January, 1991, at Coquitlam, B.C.

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