

1992-94

**TEACHERS'
COLLECTIVE AGREEMENT**

Between

**The Board of
School Trustees**

**School District No. 43
(Coquitlam)**

British Columbia

and

**The Coquitlam
Teachers' Association**

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SCHOOL DISTRICT NO. 43 (COQUITLAM)

THIS AGREEMENT, entered into this 9th day of September, 1993

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 Labour Relations Code, (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 of 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 Labour Relations Code. 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 meanings 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, 1992 to June 30th, 1994. The parties agree that not less than four (4) months preceding the expiry of the 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 Labour Relations Code, and without prejudice to the provisions of the new Agreement.

2.3 The operation of Section 50 (2) of the Labour Relations Code is specifically excluded from this Agreement.,

ARTICLE 3 DEFINITIONS OF EMPLOYEE STATUS

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) i) **Temporary Teacher:**

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.

ii) **Temporary Appointment Conversion to a Continuing Appointment:**

Teachers who have been employed by the Board on temporary contracts for ten (10) aggregate months in the most recent three (3) years shall be converted to a continuing contract. implementation of this provision shall be based on the 1992/93 school year.

c) Teachers on call are teachers employed by the district, not included in either (a) or (b) above, but employed as teachers under the provisions of Article 14 of this agreement.

3.1.2 Associated Professionals

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.

3.1.3 Appointment

An appointment is the full time or specified part time employment by the school district of a teacher on a continuing or temporary **basis**.

3.1.4 Position

A teaching position is a specified subject area(s) and/or program(s), and/or grade level(s) on a full time or specified part time basis at a designated school(s) or work locations).

3.1.5 Assignment

An assignment is the specific work undertaken by a teacher within a given teaching position.

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 designate. 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 teacher on call as established in Article 14.4.1.

3.4 **Without Pay**

Leave of absence without pay shall mean deductions for each day will be made from salary per Article 9.9 and the cost of the teacher on call 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 teacher on call 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 teachers on call and persons employed as associated professionals.

4.2 All teachers, including certificated teachers on call, 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).

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

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.

4.3 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.

4.8 Right To Representation

4.8.1 An employee shall have the right to be accompanied by a representative of the Association at a meeting between that teacher and an administrative officer if:

- a) the meeting is or may become discipline related, in which case the Administrative Officer shall advise the employee of this right to representation, or
- b) an employee or the administrative officer has reasonable cause to believe that a representative of the Association should be present.

4 . 8 . 2 The employee or the administrative officer shall have the right to suspend the meeting until a representative of the Association is present.

ARTICLE 5 RECOGNITION OF MANAGEMENT RESPONSIBILITIES

The CTA recognizes the responsibility and the right of the Board to manage and operate the school district, 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.

Expedited Arbitration

6.6.1 Any grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by the party originating the grievance except for:

- a) dismissals
- b) suspensions in excess of twenty (20) days
- c) policy or general grievances

By mutual agreement, a grievance falling into these categories may be referred to expedited arbitration.

6.6.2 A single arbitrator shall be selected from the list below. Unless the parties agree otherwise and subject to 6.6.4 below, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator that is not included on the list.

6.6.3 Within fifteen (15) teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within five (5) days. If no arbitrator from the list is available within fifteen (15) teaching days, the first available arbitrator from the list shall be selected.

6.6.4 No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision. An expedited arbitration decision shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

6.6.5 The parties shall share equally the costs of fees and expenses of the arbitrator.

6.6.6 The list of arbitrators to be selected shall be:

- (a) Judi Korbin
- (b) John Kinzie
- (c) Graham Leslie
- (d) Allan Hope
- (e) Vince Ready

6.7 Authority of the Arbitration Panel

6.7.1 The decision of the arbitration 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.

6.7.2 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.

6.7.3 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.

6.8 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.

- 6.9 The parties agree to the provisions of the Labour Relations Code prior to Phase 3 or 4.
- 6.10 For the purposes of this Agreement, the Labour Relations Code shall apply.
- 6.11 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,
- 6.12 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.
- 6.13 All discussions and correspondence concerned with the grievance procedure shall be without prejudice.
- 6.14 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.
- 6.15 The time limits fixed in this procedure may be altered by mutual consent of the parties but the same must be in writing.
- 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, DISCIPLINE AND EVALUATION

7.1 Suspension, Dismissal and Disciplinary Action

- 7.1.1 Pursuant to Section 15 of the School Act and Part 8 of the Labour Relations Code, 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; and
- (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 process outlined in Article 7.1.3 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 result 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.

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 (1) of the reports shall be a report of a superintendent of schools, an assistant superintendent of schools or a director of instruction;
- (c) one (1) 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; and
- (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.

7.2.5 in the event of dismissal for reasons of competence, provisions of Article 6 and Article 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

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

- 7.3.1 who are new to the district; or
- 7.3.2 who are requesting a report; or
- 7.3.3 where competence or the learning situation is a concern.

7.4 Evaluation Process

The following provisions shall govern the process of preparing formal evaluations on members of the bargaining unit.

- 7.4.1 All reports on the work of a teacher shall be in writing.

- 7.4.2 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.
- 7.4.3 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.
- 7.4.4 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.
- 7.4.5 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.
- 7.4.6 Periods chosen for observation shall be at appropriate times and the teacher shall have the opportunity to select at least half the observation times. Where the teacher or administrative officer believes an observation has occurred at an inappropriate time written notice will be provided within two (2) teaching days and it will be rescheduled.
- 7.4.7 Following each observation, the evaluator shall, within one (1) teaching day, discuss his/her observations with the teacher. A written anecdotal statement shall be provided to the teacher within two (2) teaching days.
- 7.4.8 Reports shall reflect any discrepancy between the teacher's assignment, professional training, past experience and preference of teaching subject and level.
- 7.4.9 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 accompanied by a CTA table officer/designate. 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.
- 7.4.10 The teacher shall be given a draft copy of a report at least two (2) teaching days prior to preparation of the final copy. The teacher shall have the opportunity of meeting with the evaluator in the company of a CTA table officer/designate to propose changes to the draft.
- 7.4.11 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.
- 7.4.12 The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with the report.

ARTICLE 8 SENIORITY, LAYOFF, RECALL & SEVERANCE PAY

8.1 Principle Of Security

The Board and the Association agree that increased length of service in the employment of the Board entitles those employees covered in Article 3.1.1 (a) and 3.1.2 of this Collective Agreement to commensurate increase in security of employment.

8.2 Security Of Employment Based On Seniority And Qualifications

- 8.7.1 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.
- 8.2.2 The Board and the Association agree that the Board may use the provisions of Article 16.4 to initiate teacher transfers.
- 8.2.3 The Board shall give each teacher it intends to layoff 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 layoff. Information on positions held by less senior teachers shall be sent to teachers in receipt of layoff notices and the CTA through the office of the superintendent of schools.

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.
- 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 teacher on call 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 layoff and re-engagement pursuant to this Article.
- 8.3.7 For the purposes of this article, leave of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except for the following which shall count;
- a) maternity or extended maternity leave;
 - b) educational leave;
 - c) parenthood leave to a maximum of three (3) 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 Service Overseas, or Canadian International Development Agency; long term sick leave or while in receipt of WCB benefits;
- h) leave for elected office at the provincial, federal or municipal level;
- i) jury duty.

8.4 Definition Of Necessary Qualifications

8.4.1 For the purposes of Article 8 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.

8.5 Teachers' Rights Of Recall/Re-engagement

8.5.1 When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this Agreement, except 8.5.4 below, first offer re-engagement to the teacher who held a continuing contract at the time of layoff and who has the greatest aggregate seniority among those laid off 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 laid off pursuant to this Article.

8.5.2 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.

8.5.3 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.

8.5.4 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 layoff 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.

8.5.5 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.

8.5.6 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.

8.5.7 If the position is temporary, the teacher shall retain the right for re-engagement in a continuing appointment.

8.6 Seniority List

8.6.1 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. December 31, 1992, will be a benchmark date to clarify seniority up to July 1, 1992 for all existing employees.

8.6.2 Nothing in this agreement shall prevent an error or omission from being corrected at a subsequent date.

8.7 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.

8.8 Benefits

8.8.1 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.

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

8.9 Severance Pay

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

8.9.2 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 layoff.

8.9.3 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 & ALLOWANCE SCHEDULES. TQS CATEGORY & EXPERIENCE LEVEL

9.1 GENERAL

9.1.1. No teacher shall receive a reduction in salary due to the implementation of this schedule.

9.1.2 Pay Dates

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 () as soon as practicable after the last day in session for teachers.

9.1.3 Mid Month Payment

- (a) The mid-month payment for all teachers other than teachers on call shall be forty-three (43) percent of gross salary.
- (b) 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.

9.2 Basic Scale Of Annual Pay

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

(a) Effective July 1, 1992 (0.5% increase)

<u>Category/ Experience</u>	4/PC	5/PB	5+	6/PA (M)
0	\$31,265	\$34,222	\$37,082	\$37,702
1	\$32,965	\$36,121	\$39,165	\$39,802
2	\$34,665	\$38,019	\$41,247	\$41,902
3	<u>\$36,366</u>	\$39,918	\$43,330	\$44,003
4 (CAT 2 MAX)	\$38,066	\$41,816	\$45,412	\$46,103
5	\$39,767	\$43,714	\$47,494	\$48,204
6 (CAT 3 MAX)	\$41,467	\$45,613	\$49,577	\$50,304
7	\$43,168	\$47,511	\$51,659	\$52,405
8	\$44,868	\$49,410	\$53,741	\$54,505
9	\$46,569	\$51,308	\$55,824	\$56,606
10	\$48,269	\$53,207	\$57,906	\$58,706
11	MAX	\$55,108	\$59,990	\$60,812

(b) Effective February 1, 1993 (1.0% increase)

<u>Category/ Experience</u>	4/PC	5/PB	5+	6/PA (M)
0	\$31,578	\$34,564	\$37,453	\$38,079
1	\$33,295	\$36,482	\$39,557	\$40,200
2	\$35,012	\$38,399	\$41,659	\$42,321
3	<u>\$36,730</u>	\$40,317	\$43,763	\$44,443
4 (CAT 2 MAX)	\$38,447	\$42,234	\$45,866	\$46,564
5	\$40,165	\$44,151	\$47,969	\$48,686
6 (CAT 3 MAX)	\$41,882	\$46,069	\$50,073	\$50,807
7	\$43,600	\$47,986	\$52,176	\$52,929
8	\$45,317	\$49,904	\$54,278	\$55,050
9	\$47,035	\$51,821	\$56,382	\$57,172
10	\$48,752	\$53,739	\$58,485	\$59,293
11	MAX	\$55,659	\$60,590	\$61,420

(c) Effective July 1, 1993 (1.0% increase)

Category/ Experien	4/PC	5/PB	5+	6/PA (M)
0	\$31,893	\$34,910	\$37,827	\$38,460
1	\$33,628	\$36,847	\$39,952	\$40,602
2	\$35,362	\$38,783	\$42,076	\$42,744
3	\$37,097	\$40,720	\$44,201	\$44,887
4 (CAT 2 MAX)	\$38,831	\$42,657	\$46,325	\$47,030
5	\$40,566	\$44,593	\$48,449	\$49,173
6 (CAT 3 MAX)	\$42,300	\$46,530	\$50,573	\$51,315
7	\$44,036	\$48,466	\$52,697	\$53,458
8	\$45,770	\$50,403	\$54,821	\$55,601
9	\$47,505	\$52,339	\$56,946	\$57,744
10	\$49,239	\$54,276	\$59,070	\$59,886
11	MAX	\$56,216	\$61,196	\$62,034

(d) Effective February 1, 1994 (0.5% increase)

Category/ Experience	4/PC	5/PB	5+	6/PA (M)
0	\$32,053	\$35,084	\$38,016	\$38,652
1	\$33,796	\$37,031	\$40,152	\$40,805
2	\$35,539	\$38,977	\$42,286	\$42,958
3	\$37,282	\$40,924	\$44,422	\$45,112
4 (CAT 2 MAX)	\$39,025	\$42,870	\$46,556	\$47,265
5	\$40,769	\$44,816	\$48,691	\$49,419
6 (CAT 3 MAX)	\$42,512	\$46,762	\$50,826	\$51,572
7	\$44,256	\$48,708	\$52,961	\$53,726
8	\$45,999	\$50,655	\$55,095	\$55,879
9	\$47,743	\$52,601	\$57,231	\$58,032
10	\$49,485	\$54,548	\$59,365	\$60,185
11	MAX	\$56,497	\$61,502	\$62,344

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>
Supervisor and Program Coordinators	13.5	14.5
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

	<i>CERTIFICATION (ISSUED BY COLLEGE OR THE MINISTRY OF EDUCATION)</i>	<i>TEACHER TRAINING & UNIVERSITY WORK COMPLETED (INCLUDING AT LEAST ONE YEAR BASIC TEACHER TRAINING)</i>	<i>TEACHER QUALIFICATION SERVICE CATEGORY</i>
<i>Licence</i>	EC EB	One Year Two Years	1 2
<i>Standard Certificate</i>	EA	Three Years	3
<i>Standard or Professional Certificate</i>	SC/PC/P	Four Years	4
<i>Professional Certificate</i>	SB/PB/P	Five Years	5
<i>Professional Certificate</i>	SA/PA	Six Years with Masters Degree or Higher See TQS Regulations	6

9.5 Initial Placement

Salary Scale

Except as otherwise provided in this **agreement**, the salary schedule(s) found in this agreement in Article 9.2, provides remuneration for all persons covered by this agreement according to their qualifications established in years of preparation and certification and their years of experience.

9.5.1 Placement on scale shall be determined in accordance with the category assigned by the Teacher Qualification Service and in accordance with years of experience as determined by Articles 9.5, 9.6 and 9.7 of this agreement.

9 . 5 . 2 At the time of appointment, the Board shall advise the employee, in writing, of the documentation required to establish initial scale placement. The employee shall be responsible to advise the Board if any delay is expected in meeting the deadlines and the procedures for redesignation and appeal of any decision with respect to scale placement.

9.5.3 Each employee shall submit all documentation required by the Board to establish salary placement, including category and experience. Such documentation shall be submitted within three (3) months of commencement of employment or change in categorization or certification. The employee shall be responsible for advising the Board, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits. **Employees** will be placed on the Teachers' Salary Scale at Category 4, 0 Experience until documentation has been received to warrant an upgraded placement/category. **Employees** will receive retroactive pay according to 9.5.4.

9.5.4 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.

The Board shall not refuse a request for extension of the time limits if it can be proven that the teacher:

- a) has provided all documents and/or fees necessary to the College of Teachers; and
- b) provides written proof, within one (1) month of the deadline, 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.

The Board shall advise the employee, in writing, when any documentation has been received including category and experience placement that has been assigned.

9.5.5 In the event that an employee wishes to appeal his/her placement on the salary scale for category and/or experience, the employee may apply through the grievance process.

9.6 CATEGORY CHANGE

9.6.1 It is the responsibility of the teacher to apply for category and experience placement change.

9.6.2 Teachers applying for category change shall produce proof of the change in category within three (3) months of the dates referred to in 9.6.4.

9.6.3 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,

The Board shall not refuse a request for extension of the time limits if it can be proven that the teacher:

- (a) has provided all documents and/or fees necessary to the College of Teachers; and,
- (b) provides written proof, by November 30th for a Fall Category Change and April 30th for a Spring Category Change within one (1) month of the deadline, 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.

9.6.4 **Category Change Effective Date**

Classification of teachers into TQS categories, including Category 5 +, shall be made to take effect as at September 1 st and February 1 st each year.

9.6.5 **Placement on Category for Teachers on Letters of Permission**

Persons holding Letters of Permission will be placed on Category 4 and will only be entitled to accumulate up to a maximum of six (6) years of experience credit.

9.6.6 **Category 5 +**

Teachers being paid on the P.A. scale for a P.B. Certificate Category 5, plus fifteen (15) units university credit as at December 31 st, 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 1 st, 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 UBC.
- (b) Credits must be in a vigorous program of study whereby all courses should be at the 500 level or above, with one (1) course at the 400 level. It is recognized that there will be exceptions to this rule, i.e. S.F.U. 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 and nine-tenths percent (60 to 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 Category 5 + must receive written confirmation of course approval from the director of personnel prior to registration.

9.6.7 **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.

9.6.8 **Industrial Education Teachers**

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 five (5) years they must complete their Professional Teachers' Certificate.

9.7 **Increment/Experience Placement**

9.7.1 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 1 st, 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 Permission 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 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 th) 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 scheduled, for the time serviced as president of the Coquitlam Teachers' Association. (See Article 12.5.1)

(xi) **BCTF or College of Teachers**

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

(c) **Conditions for Experience Credit**

i) **Prior to 1988**

Credit for all experience gained prior to September 1 st, 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 14.6 substitute teaching does not carry experience credit.

2. **Part Time Teachers**

Teachers appointed for the full school year (or eight (8) 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~~ **part-time teachers** qualify for experience credit proportionate to ~~the percentage~~ **the percentage** of time they are employed, with the requirement that ~~for a year's credit~~ **for a year's credit**, the cumulative percentage time over a number of ~~years~~ **years** must equate to at least eight (8) months full-time employment (e.g., a person who teachers 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.

9.8 Business Travel

- 9.8.1 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. To receive the allowance, employees are required annually to file proof of purchase of business insurance.
- 9.8.2 Employees who are required to use their personal vehicles for Board business shall be reimbursed at the rate of \$0.32 per km. This includes travel between work sites as required on a regular basis.
- 9.8.3 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.
- 9.8.4 In the event the Board initiates a change of work site, the teacher's instructional material shall be transported upon request to the location of the new assignment at the expense of the school district.
- 9.8.5 A cartage allowance of \$10.00 per month shall be paid to itinerant teachers approved by the superintendent of schools or designate who need to transport materials required for their job from one school to another.

9.9 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.

9.10 Work Beyond Regular Work Year

- 9.10.1 Work beyond the regular work year as defined in Article 21 is voluntary.
- 9.10.2 A teacher who is requested by the Board and agrees to work beyond the regular work year shall be paid on scale.
- 9.10.3 The teacher may take compensatory time at full pay at a mutually acceptable time, during the school year in lieu of receiving payment.

- 9.10.4** 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.

9.11 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 Board and the CTA. The rate of pay shall be \$100 per month of service.

ARTICLE 10 BENEFITS

10.1 Policy Review

The CTA shall be advised of any changes in medical, dental or insurance carriers. The Board shall provide the Association with a copy of the current policy in effect for each of the teacher benefit plans. Coverage shall not be changed within these plans without the prior agreement of the CTA.

10.2 Leave of Absence

A teacher may maintain medical, dental and life insurance benefits while on leave by providing post dated cheques in advance to pay 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

The Board shall pay forty percent (40%) of MSP premium costs for each full time and part time teacher.

- b) The Board shall pay one hundred percent (100%) of Extended Health Benefit premium costs for each full time and part time teacher.

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 providing:————
- i) A maximum lifetime limitation for any one (1) member or dependent of \$100,000, and
- ii) One hundred percent (100%) of the excess over the accumulation of the first \$25.00 deductible, and

-
- iii) Vision Care Benefits with a maximum amount claimable during any consecutive twenty-four (24) month period of \$200, and effective July 1, 1993, \$300, and
 - iv) 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 1 1.8

10.5.4 Educational Leave

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

10.6 Dental Plan

10.6.1 Cost Sharing

The Board shall pay one hundred percent (100%) of premium costs for each full time and part time teacher.

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, crowns, and bridge procedures - one hundred percent (100%), effective July 1, 1993.

Orthodontics - one hundred percent (100%) effective July 1, 1993 with no limit for each insured.

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 (6) month waiting period shall apply from the first day of the month following that on which the certificate is filed with the Board. During this six (6) month 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 Coverage During Illness

Coverage under the plan shall be continued for teachers on leave of absence due to illness as set out in Article 11.8.

10.6.5 Educational Leave

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

10.7 Dependent Coverage

All benefit plans shall specify that a dependent spouse includes a man or woman who, not being married to each other live together as husband and wife or are same-sex partners living together.

10.8 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.

10.9 Deferred Salary Retirement And Leave Plans

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

(Information on these plans avail from Personnel Department)

10.10 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.

10.11 Death Benefits

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

- 10.11.1** Pay three (3) months salary to the widow, widower, beneficiary, or the estate of the deceased, in addition to the amount earned by the deceased up to the date of death; and
- 10.11.2** Maintain the medical, extended health, and dental benefit coverage for sixty (60) (i.e. two (2) months premiums) days following the date of death, carrier regulations permitting.

10.12 Retirement Allowance

Upon retirement or resigning from service with the Board, 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 based on the rate of pay in effect on the last day of service and pro-rated for the a age last ten (10) years FTE of service.

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.

10.14 Early Retirement Incentive

The Board and the Association agree to investigate the provision of an early retirement incentive for teachers.

A committee comprised of two (2) representatives of the Association and two (2) representatives of the Board will meet to discuss the scope and financing of such an incentive and report back with recommendations to their respective parties by March 31 st, 1994. The committee's discussions will take into account the prevalence of such incentives in other school districts, the state of the district finances relating to ability to afford, and possible grid savings to the school district.

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. 7

- 1 . 1 A teacher shall accumulate sick days at the rate of 1 1/2 days (1.5) per month to a maximum of fifteen (15) days per year.
- 11.2 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.
- 11.3 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.
- 11.4 Sick leave unused in any school year shall accumulate to the benefit of the teacher's record of sick leave.
- 11.5 Upon receipt of a full time continuing appointment to the district, twenty-five (25) days shall be credited to a teacher's sick leave record or any pro-rated portion thereof.
- 11.6 There is no maximum to the number of days of sick leave that may be used in any school year.
- 11.7 Each teacher shall receive by September 30 and by January 31 an accounting of accumulated sick leave.
- 11.8 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 ninety (90) days. beyond the teacher's sick leave credit entitlement.
- 11.9 Upon return from leave or re-engagement, a teacher shall receive all unused sick leave credit entitlement unless otherwise provided for in the Agreement.
- 11 .10 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.

11.11 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.

11 .12 Partial Medical Leave

The intent of this clause is to allow an employee to continue to receive his/her regular salary while on a reduced contract due to being medically unable to work.

11.12.1 Where the District's medical officer recommends or supports a medical opinion that a full time employee is medically unable to work full time and specifies the percentage of time that the employee is capable of working part time (minimum 20%), the employee's full time assignment may be reduced or, if this is not practical, the employee may be reassigned to another position for the specified FTE for the balance of the school year.

11.12.2 An employee on partial medical leave will continue to earn sick leave credits proportionately to the time that the employee continues to work and will deplete accumulated sick leave credits for the portion of time not worked.

11.12.3 This part time assignment/medical leave will end on the earlier of:

- (a) expiry of sick pay from accumulated sick leave credits unless the employee is approved by the BCTF Short Term Salary Indemnity Plan for accommodation employment and the District agrees to continue the partial medical leave, or;
- (b) the employee proves medically unable to meet the requirements of this reduced or changed assignment, or;
- (c) the end of the current school year.

ARTICLE 12 LEAVE OF ABSENCE

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:

12.11 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 grievance meetings.

12.1.3 Exchange Teachers

Exchange teachers up to ten (10) days leave during the first year they are on exchange provided that the time off is taken as an addition to the Christmas or Spring vacation.

12.1.4 Paternity

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.

12.1.5 Court Attendance

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.

12.1.6 Bereavement & Compassionate

- a) the Board shall grant a maximum of five (5) days' leave of absence in the case of the death of spouse or common-law spouse (including same-sex relationships), child, mother, father, brother, sister, grandparent, grandchild or surrogate person, mother-in-law, father-in-law.
- b) the Board shall grant up to a maximum of two (2) days' leave of absence in the case of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- c) when the physical arrangements for the funeral cannot be accomplished within this period of time, the Board may grant a longer period of time without pay.
- d) the employee may take a maximum two (2) days compassionate leave with pay to attend to a relative pursuant to Article 12.1.6 (a) in case of serious illness where recovery is in doubt.

12.1.7 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.

12.1.8 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.

12.1.9 Care of Child/Dependent Parent

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 said care.

1 1.10 Citizenship Court

An employee who attends court ceremonies to become a Canadian citizen shall be granted one (1) day of leave for that purpose.

12.1.11 Pro D Chairperson Release

- a) The Board agrees to release the professional development chairperson of the Association from teaching duties as requested by the Association for a maximum of ten (10) days per year such time to be taken in blocks no less than .4 days.
- b) The Board will continue to pay the professional development chairperson his/her salary and to provide benefits as specified in the agreement and the CTA will reimburse the Board's cost for salary and benefits.
- c) For purposes of pension, experience, sick leave and seniority, the professional development chairperson shall be deemed to be in the full employ of the Board.

12.1.12 BCTF/College of Teachers

A teacher to serve on the BCTF Executive and/or the council of the College of Teachers upon request by each organization on the understanding that each organization will reimburse the Board's cost for salary and benefits.

12.1.13 CTA/BCTF Business

A teacher up to twenty (20) days each school year for union business. Such leave shall be with pay and the CTA/BCTF shall reimburse the Board's cost for salary and benefits.

12.1.14 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 indicating their commitment to reimburse the Board's cost for salary and benefits.

12.1.15 Continuity of Service

A designated teacher on call will be assigned when asked for and available to provide continuity of service for teachers requiring leave of absence on a planned, prearranged basis for local, provincial or ministry committee work, union business, College of Teachers business, or Teacher Qualification Service business.

12.2 Short Term Leaves with Partial Pay

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

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

12.2.1 ✓ **Illness in Immediate Family**

A teacher, up to a maximum of three (3) days per school year, for illness of a spouse, common-law spouse including same-sex partner or 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 (1) day to attend a funeral outside the Vancouver Metropolitan area. Such leave shall be included as part of the provisions for any leave granted under 12.1.6.

12.3 **Short Term Leaves Without Pay**

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

12.3.1 **Public Office**

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 12.5.3).

12.3.2 **Court Action**

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

12.3.3 **Discretionary Days**

A teacher up to five (5) days in a school year. This leave shall be taken at a mutually agreed upon time and cannot be attached to a holiday period, specifically Christmas break, Spring break and Summer vacation.

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 Leaves Without Pay**

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

12.5.1 **Executive Officers of the Association**

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

The Board will continue to pay the president and vice-president their salaries and to provide benefits as specified in the agreement. The Association shall reimburse the Board's cost for salary and benefits.

- (b) Should the president and/or vice-president of the Coquitlam Teachers' Association resign or be replaced in the position(s) for any reason, the Board shall grant the new president and/or vice-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 and/or vice-president of the Association from their duties for reason of illness or unavoidable quarantine. The Board's record of the president's and/or vice-president's sick leave shall reflect such absence.
- (d) The Association president and vice-president shall have the opportunity to return to the school(s) or comparable teaching assignment(s) to which they were assigned prior to their election.
- (e) The president and vice-president shall be considered to be in the full employ of the Board for the purposes of professional development, pension, sick leave, experience and seniority.
- (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.

12.5.2 **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.

12.5.3 **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.

12.5.4 **Long Term Personal Leave**

- a) Full time leave of absence for personal reasons for a term, semester or the school year after five (5) consecutive years of employment with the Board or after three (3) years have elapsed since the teacher's return from a previous leave (excluding leaves provided under Article 15.1). Timelines for leave requests will be outlined each year.
- b) Teachers who have been granted a year's leave of absence to serve as a faculty or staff member or as a faculty associate at a British Columbia university are eligible for an extension to such leave at the Board's discretion.

12.5.5 **Adoption**

- (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 travelling time to receive the child.

12.6 Maternity And SUB Plan And Parental Leave - Short Term

12.6.1 Short-term Maternity Leave

A pregnant teacher shall be granted upon request a leave of absence as provided for in Part 7 of the Employment Standards Act (see Appendix C).

12.6.2 Supplemental Unemployment Benefits on Maternity Leave:

- (a) When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the Employment Standards Act and this collective agreement, the Board shall pay the teacher:
 - i) Ninety-five per cent (95%) of her current salary for the first two (2) weeks of the leave provided this period falls within the regular work year as defined in Article 21; and
 - ii) the difference between seventy-five per cent (75%) of her current salary and the amount of UIC maternity benefits received by the teacher for the next fifteen (15) consecutive weeks provided this period falls within the regular work year as defined in Article 21, and where the teacher is eligible to receive UIC maternity benefits.
- (b) The Board agrees to enter into the Supplemental Unemployment Benefit (SUB) Plan agreement required by the Unemployment Insurance Act in respect of such maternity payment, and to append such agreement to this collective agreement as an integral portion thereof.
- (c) It is understood that the provisions of Article 12.6.2 do not apply to adoptions.

12.6.3 Short-term Parental Leave

A parental leave (inclusive of adoption leave) shall be granted upon request as provided for in Part 7 of the Employment Standards Act. (See Appendix C).

12.7 Extended Maternity And Parental Leave

12.7.1 Extended Maternity Leave

- (a) In addition to the maximum period of leave provided for in Article 12.6.1, extended maternity leave without pay commencing with the expiry of maternity leave provided for in Article 12.6.1 will be granted, on application by the employee no later than six (6) weeks prior to the end of this leave, so that the return to duty will coincide with the resumption of school after the Christmas break or spring break, or in the case of a teacher on leave from a semestered school after the semester break, or with the end of but not later than the current school year.
- (b) In addition to the leave granted under (a) above, a further continuing period of maternity leave without pay will be granted for one (1) or two (2) school years, providing that application in writing to the superintendent of schools is received by March 1st for the continuation of maternity leave for the following school year. The return to duty will coincide with the resumption of the school year or Christmas break or in the case of a semestered school after the semester break.

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- (c) Confirmation in writing of the intent to return to work must be received at least one (1) month prior to the approved return date, except when the return to duty is September 1st of the following school year, then confirmation of intent to return to duty or resign must be received by March 31 st.

12.7.2 Extended Parental Leave

- (a) Extended Parental Leave without pay shall be granted as follows: 6/11/04

i) two (2) periods of leave for a maximum of twenty (20) teaching months. These periods are not required to be taken in consecutive school years.

ii) 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.

iii) return to duty will coincide with the Christmas break, semester or **commencement of school year.**

- (b) Confirmation in writing of the intent to return to work must be received at least one (1) month prior to the approved return date, except when the return to duty is September 1st of the following school year, then confirmation of intent to return to duty or resign must be received by March 31st.

12.7.3 Where both parents are covered by this collective agreement, leave under 12.6 and 12.7 will be granted to one (1) parent at a time.

12.7.4 Assignment Upon Return

- a) A teacher returning from short-term leave shall be reassigned to the same position held prior to the leave.
- b) Notwithstanding Article 12.7.4(a), a teacher may apply for another position pursuant to Article 16 Posting and Filling.

12.7.5 Illness - Unable to Return

If at the end of extended maternity or parental leave, the teacher is unable to return to duty because of ill health, the teacher shall be eligible for sick leave upon submission of a physician's certificate which may be reviewed by the Board's medical officer.

12.7.6 Experience Credit

For purposes of Article 9.6, no salary increment credit will be given for the period(s) of leave granted under Article 12.7.

12.7.7 Benefits

Refer to Article 10.2.

12.8 Seniority

For purposes of Article 8.3.7, leave granted under Articles 12.6 and 12.7 shall count towards aggregate length of service with the Board.

ARTICLE 13 PROFESSIONAL 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 teacher on call 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

A teacher granted Educational leave for a full school year shall receive a salary equal to 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
- 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) **Teachers on call**

When provided for by the budget, the costs of teachers on call 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**

- 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.

ARTICLE 14 TEACHERS ON CALL

14.1 Availability of Teachers on Call

- 14.1.1 Teachers on call shall be dispatched for day-to-day services from a list maintained by the personnel office.

14.2 Teacher on Call List

- 14.2.1 The Board shall maintain a list of persons who are qualified and who have applied to be placed on the list or who have requested to be retained on the list. The Board shall forward a copy of such a list to the Association in the second week of September, and on the first teaching day of every second month of the school year.
- 14.2.2 Teachers on call will be given consideration for any temporary or continuing appointments on the basis of their qualifications, experience and work record with the district.
- 14.2.3
- a) The Board shall not remove a person from the teacher on call list, save for just and reasonable cause.
 - b) Teachers on call may be removed from the list by the superintendent or designate when the standards of work performance or the employment record for ongoing employment are found to be less than satisfactory.
 - c) Prior to taking action related to work performance, the teacher on call will have been advised of any concerns in an interview at which the teacher on call is accompanied by the CTA president or designate.
 - d) A further period of employment of time to demonstrate satisfactory performance may be provided when requested by the CTA. This shall be supervised by an assistant superintendent or designate.

14.3 Teacher on Call Working Conditions

- 14.3.1 The teacher on call shall be required to assume only the duties of the teacher the teacher on call is replacing except in emergency situations.
- 14.3.2 A designated teacher on call will be assigned when asked for and available to provide continuity of service for teachers requiring leave of absence on a planned, prearranged basis for local, provincial or ministry committee work, union business, College of Teachers business, or Teacher Qualification Service business.

14.3.3 The Board may assign a person not on the teacher on call list to an assignment only in the event that no qualified **person** on the teacher on call list is available.

4.4 Teachers on Call Pay and Benefits

14.4.1 Rates of Pay:

- a) Teachers on call shall be paid 1/200th of Category 4.0 effective July 1st, 1993.
- b) Holiday pay is included in the above salary.
- c) Upon the sixth (6th) consecutive day in the same assignment, teacher-on-call salary will be based upon scale placement as determined by certification and experience as per Article 9.2.

14.4.2 Salaries paid to teachers on call shall be:

Pro-rated for part-day engagements, ordinarily as follows:

- 0.4 afternoons (elementary; junior secondary)
- 0.6 mornings (elementary; junior secondary)
- 0.5 half of a senior secondary schedule or first year primary

14.4.3 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 teachers on call.

However, attendance at a school non-instructional day shall be expected of teachers on call 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.

14.4.4 Teachers on call 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 teacher on call. Salary shall be retroactive to the first day in the assignment.

14.4.5 Pay Periods:

The Board shall, bi-weekly and not later than eight (8) days after each pay period, pay by direct bank account deposit to each teacher on call all wages earned for the pay period provided the necessary timesheets are received by the payroll department no later than 10:00 AM Monday, following the last day of the pay period. Late time sheets will result in pay being deposited on the next available pay date.

14.5 Call Out

14.5.1 A teacher on call assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a 0.5 day's wage.

14.5.2 A teacher on call assigned to a school for a half-day (0.5) and not utilized or utilized for only a portion of the half-day shall be paid for a half-day (0.5).

14.5.3 No assignment shall be for less than 0.4.

14.5.4 A teacher on call's service shall not be considered broken by a professional day (non-instructional) or a strike or lockout.

14.6 Experience Credit

Experience Credit for daily teacher on call teaching shall not accrue for salary placement purpose except as provided:

14.6.1 Effective July 1, 1990:

A teacher on call, upon application with documentation to the superintendent of schools or designate shall be given two (2) months of experience credit for salary purposes (as set out in Article 9.6.4) for every eighty (80) FTE days of teacher on call service in School District No. 43 in a school year.

14.6.2 Effective July 1, 1992:

A **teacher** on call, upon application with documentation to the superintendent of schools shall be given two (2) months of experience credit for salary purposes (as set out in Article 9.6.4) for every eighty (80) FTE days of teacher on call service in a school year.

14.6.3 Upon initial hire, teachers on call shall produce proof of their teacher on call service in other districts within three (3) months. Thereafter, application must be made by September 30th of each following school year for scale placement as per Article 14.4.1 (c).

ARTICLE 15 PART TIME TEACHERS

Part time teachers are continuing contract teachers as per Article 3.1. 1 (a) and 3.1.2 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 A teacher with a full time/part time continuing appointment to the teaching staff of the district may request a part time assignment, specifying the fraction of time requested, and the length of time for which the part time assignment is requested (term, semester, year) not to exceed one (1) year. The Board shall not unreasonably refuse such a request.

15.2 At the end of that specified period, the teacher shall revert to their full or part time continuing (FTE) appointment unless a further part time appointment is requested and granted.

15.3 A teacher may return to a full time assignment at an earlier date, by agreement of the Board provided reasonable notice of the request has been given.

15.4 A teacher with a part time appointment may without prejudice to that appointment apply for an advertised position pursuant to Article 16.

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

15.6 When the request under 15.1 of this article is granted by the Board, the teacher shall be on leave of absence status in respect to the balance of the appointment.

15.7 Job Sharing

Two teachers employed full time by the Board may jointly request a specified job-sharing assignment in respect of a single full-time position. Notwithstanding Article 16, the request shall not be unreasonably refused. Where the request is granted,

15.7.1 salary shall be pro-rated according to the percentage of time worked by each teacher;

- 15.7.2** the Board shall pay the benefit contributions provided in Articles 10 and 11 as if both teachers were full-time teachers;
- 15.7.3** when one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata scale placement for all such work; and
- 15.7.4** each teacher is considered for all other purposes to be on leave of absence with respect to the balance of the appointment.

15.8 Non-Instructional Days

- 15.8.1** A part time teacher is required to attend when the non-instructional day falls on a day the part time teacher is regularly teaching.
- 15.8.2** When the non-instructional day falls on a day not included in the assignment, attendance shall be optional.

ARTICLE 16 POSTING AND FILLING VACANT POSITIONS

16.1 Posting Vacant Positions

- 16.1.1**
- a) "Vacancy" means a newly created position or an existing position vacated by the incumbent which the School District intends to fill and to which a teacher is not assigned.
 - b) A teaching assignment does not become a vacancy if a teacher is returning to that position from a leave of absence where that leave is for less than a year.
 - c) All teachers in the District are eligible to apply for all vacancies.
- 16.1.2** All vacancies shall be posted for a period of seven (7) days in all schools and centres of the school district. A copy of all postings shall be sent to the Association president and the staff representative.
- 16.1.3** Vacancies which occur in July or August shall be posted in the Board Office, with a copy to the Association president. Copies of each posting shall be forwarded to any teacher who has requested them.
- 16.1.4** If a new or existing position becomes vacant after the opening of the school year and the successful candidate is currently assigned to another position in the district, the reassignment shall be effected at the discretion of the Board but not later than July 1st of the following school year. In the case of a transfer to a semestered school during the first semester, the successful candidate may assume the position at the beginning of the new semester. If the position applied for does not exist at the starting date the teacher has the option of remaining in his/her current position.
- 16.1.5** A teacher who accepts a position in Spring staffing will be required to remain in that new assignment for the following school year. A teacher who accepts a mid-year posting and is reassigned will be required to remain in that new assignment for the balance of the school year.
- 16.1.6** Every posting shall contain the following information:
- a) Identification of the teaching position to be filled*, i.e. subject area(s), grade level(s) and work location, full time or specified part time, and any other salient descriptive information;
* Bona fide description of the teaching assignment.

- b) Start date and, if applicable, end date;
- c) Necessary qualifications as per Article 16.2.3.

16.1.7 Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs and such matters shall not form part of any contract of employment.

16.1.8 Posts of Special Responsibility

All vacancies for positions of special responsibility (Article 29) shall be posted.

16.2 Filling Vacant Positions

16.2.1 The Board **agrees** that vacancies shall be filled by teachers in the following priority.

First Priority:

Teachers designated for priority transfers because of school reorganization or declining enrolment.

Second Priority:

Teachers returning from a leave of absence; teachers on the recall list pursuant to Article 8.5; and teachers on continuing appointment applying on a posting as per Article 16.1.2.

Third Priority:

Part time continuing contract teachers who apply for a posted position which would increase the time of their appointment.

Fourth Priority:

Teachers who hold a temporary appointment; teachers who are on the district teacher-on-call list; and outside applicants.

16.2.2 The teacher appointed to a position shall be the teacher who has the necessary qualifications for that position.

16.2.3 In this Article “necessary qualifications” in respect to a teaching position means the possession of a valid teaching certificate for the Province of British Columbia and:

- a) education: (academic training or training related to the teaching position); or
- b) relevant teaching and work experience and/or evidence of the successful application of instructional skills.

In addition, relevant professional development i.e. pre-service and in-service training may be considered.

16.2.4 Acceptance of Appointment:

An acceptance of an offer of appointment to a vacancy shall be made by the teacher in writing to the personnel department. This will normally be done within forty-eight (48) hours.

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

16.2.6 **Implementation**

For the purposes of this collective agreement the provisions of Article 16 f t i n g and Filling Vacant Positions will take effect September 6th, 1993.

16.3 Reorganization

16.3.1 The parties agree that reorganization is defined as movement towards and the establishment of schools known as 1YP to grade 5, grade 6 to 8, and grade 9 to 12. New schools constructed during the reorganization process will be included under this definition.

16.3.2 Schools which are reorganized, rebuilt or rebuilt on a different part of the same site shall be considered reorganized schools. A school not previously in existence shall be defined as a new school.

16.3.3 Written notice of reorganization shall be provided to the CTA and to the staff(s) of the affected school(s) at least one (1) year prior to the effective date of the implementation.' The information provided shall include:

- a) grades/programs to be offered at affected schools
- b) services to be moved
- c) new school(s) to be opened
- d) effective date(s) of the proposed reorganization
- e) reasons for reorganization

16.3.4 Known vacancies shall be posted at least six (6) months prior to school opening.

16.3.5 **Staffing Process During Reorganization:**

Seniority and qualifications (as defined in Article 8.4.1) will determine the retention or need for reassignment of staff in reorganized schools.

Teachers directly affected by reorganization may choose to:

- a) be retained on staff at their present school providing they possess the necessary qualifications for the position(s) and have the greatest district aggregate seniority; or
- b) fill an assignment in the school which is enrolling students from their present school, providing they possess the necessary qualifications for the position(s) and have the greatest district aggregate seniority.
- c) In situations where the options described in 16.3.5 (a) and (b) (above) cannot be effected, resulting in teachers becoming surplus to a school because of reorganization, the following shall apply:
 - i) The principal shall discuss with the staff the circumstances which necessitate reassignment(s) within the school or priority transfer(s), and ascertain if any staff 'wish to apply for other postings or are planning to seek leave of absence, resign or retire.
 - ii) If such actions do not eliminate the necessity for reassignment(s), then the teacher with the least district aggregate seniority will be designated for priority transfer.

- iii) If the least senior teacher is deemed essential and specifically qualified for the school's educational program (as determined by the principal in discussion with the school staff), then the next least senior teacher will be designated, and so on, until a suitable reassignment is made.

16.3.6 Teachers designated because of school reorganization for priority transfer shall be placed as per Article 16.2.1 of the Posting and Filling clause.

16.3.7 a) The principal of a new school shall arrange for one (1) day's paid release in order for the staff to meet with one another, to discuss school organization/operation and to elect a collaborative decision-making committee. In addition, the CTA members shall meet to elect a staff representative.

b) Where schools are affected by reorganization, and where the school staff and administration decide to commit a non-instructional day toward reorganizing, teachers new to that school will be released from their current assignments for one (1) day to participate.

16.3.8 A teacher whose appointment to a position of special responsibility is interrupted because of reorganization shall continue to receive the allowance for a further one (1) year.

16.3.9 Appeal Process

Within one (1) week of a designation of a priority transfer, the teacher may appeal to the director of personnel (or designate). The CTA will immediately be informed of the appeal, in writing, by the director of personnel.

At the appeal meeting the teacher shall be accompanied by a CTA representative.

Should the matter not be resolved it will be referred directly to Expedited Arbitration (Article 6.6).

16.3.10 When reorganization is completed throughout the district this article will then be deleted from the collective agreement.

16.4 Transfer Of Teachers

16.4.1 Transfers may be initiated by the Board pursuant to the provisions of this article.

16.4.2 A teacher under consideration for a Board initiated transfer shall be informed in writing at least seven (7) days prior to the date of the reassignment and will be provided with the reasons for this reassignment. A copy of this letter shall be forwarded to the Association president.

16.4.3 Notwithstanding 16.4.2 above, teachers who are under consideration for Board initiated transfer for the next school year, shall be notified in writing by April 30.

16.4.4 When the Board initiates a transfer, the superintendent or designate shall review the reasons for the reassignment with the teacher and the teacher shall be accompanied to such a meeting by a representative of the Association.

16.4.5 Priority transfers as defined in Article 18.1.6 are not subject to the provisions of this article.

16.4.6 Transfers shall not be initiated by the Board for arbitrary or punitive reasons.

- 16.4.7** 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.

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 TEACHING ASSIGNMENTS

- 18.1** The collaborative decision-making committee shall meet prior to April 30th for the purpose of reviewing the timetable and staff assignments for the next school year and any new or existing teaching positions that require filling in the school.

Every attempt will be made to have a teacher's assignment within his or her teaching area.

- 18.1.1** In timetabling and preparing teacher assignments, a number of factors shall 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.
- 18.1.2** Prior to April 30th whenever possible, a staff meeting or collaborative decision-making committee meeting or both shall be held for the purpose of discussing the proposed timetable, school organization and staff assignments for the next school year.
- 18.1.3** A teacher who is not satisfied with a proposed assignment in a school may appeal the assignment to the principal who will make a recommendation based on Article **18.1.1**.
- 18.1.4** If a concern still exists, the teacher may request a meeting with the zone assistant superintendent. The teacher shall be entitled to be accompanied by a CTA representative in this meeting.
- 18.1.5** It is agreed that the subject of Article 18.1 subsection 1 - 4 is specifically excluded from the provisions of Article 6.
- 18.1.6** Where a teacher is declared surplus to a school because of declining grade and/or course enrolments the following shall apply:

- The teacher(s) retained on the staff will be those with the greatest seniority, providing they possess the necessary qualifications for the position(s).
- Should the teacher obtain a position which includes a significantly different grade level or significantly different subject, the Board shall endeavor to provide the necessary support and in-service.

18.1.7 All reassignments resulting from Article 18.1.6 shall be initiated by the Board not later than May 15 of each year save and except for when they are necessitated by circumstances not reasonably known by the Board by April 30 of such year.

18.2 Beginning Teacher Program

18.2.1 Beginning teachers shall be provided with assistance and teaching conditions to help them with their introduction to teaching.

18.2.2 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.

18.3 Class Size

18.3.1 Maximum class sizes for each class in the school district shall be:

- | | | |
|---|---|----|
| ▪ | First Year Primary | 21 |
| ▪ | Primary | 23 |
| ▪ | Primary/Intermediate | 26 |
| ▪ | Intermediate (grades 4, 5, 6, 7) - | 28 |
| ▪ | Secondary (grades 8 - 12) | 30 |
| ▪ | Home Ec/Shops/Tech Ed | 24 |
| ▪ | Social Adjustment/Skill Development/
Special Education Classes | 10 |
| ▪ | Secondary Laboratories
(including Science, Computers,
Business Education) | 28 |
- a) No teacher shall be required to enroll First Year Primary students in both morning and afternoon sessions where (P1) students are a part of a split-multi-age program.
 - b) Teachers of First Year Primary students shall be directly involved in the design and implementation of a gradual entry program involving altered hours and the phasing in of small groups of children. Such programs shall be completed within the first six (6) days of the school year.
 - c) A secondary school staff may allow the above class sizes to be exceeded in the areas of music, drama and physical education.

- 18.3.2 These limits may be exceeded after the beginning of the school year by two (2) students before the school staff and administration shall be expected to seek a resolution to the matter.
- 18.3.3 The class size maximums shall be in place by the end of September. In semestered schools, the above class size maximums shall be in place by the end of the first two (2) weeks of classes in each semester.
- 18.3.4 The maximum class size may be exceeded when external budget and legislative constraints are imposed on the Board. The Board may do so only after consultation with the Association.
- 18.3.5 Class Size Concerns:
- (a) Concerns about class size violations shall be reported to the principal. If the concerns are not satisfactorily resolved within one (1) week, the matter shall be referred to a Phase 2 meeting as per Article 6. The parties agree that with respect to this article, the Phase 2 meeting will occur within five (5) school days.
 - (b) Any grievance in respect of this article may be referred to expedited arbitration pursuant to Article 6.6 following a Phase 2 meeting.

18.4 Mainstreaming/Integration

18.4.1 Definitions:

For the purposes of this article "students with special needs" shall include:

- a) Low Incidence Categories
 - i) Dependent Handicapped
 - ii) Moderately Mentally Handicapped
 - iii) Severely Handicapped
 - iv) Physically Handicapped
 - v) Visually Impaired
 - vi) Hearing Impaired
 - vii) Autistic
- b) High Incidence Categories
 - i) Severe Learning Disabled
 - ii) Mildly Mentally Handicapped
 - iii) Severe Behavior
 - iv) Rehabilitation
- c) English as a second language students, defined as level 1 proficiency.
- d) Students for whom the school-based team has developed or approved an Individual Educational Plan (IEP) which reflects significant modifications in a wide range of curriculum areas.

18.4.2 Screening Committees:

- (a) The District screening committee shall be composed of:
 - i) member of the school-based team making the recommendation
 - ii) potential receiving teacher(s)
 - iii) the appropriate district support personnel
 - iv) an area counsellor

- v) the director of student services or designate
- vi) other appropriate individuals as required.

(b) The school based team shall be composed of:

- i) appropriate teacher(s)
- ii) an administrative officer(s)
- iii) school or district professional personnel, e.g. counsellor, speech/language pathologist
- iv) other appropriate personnel as required.

18.4.3

Process:

- (a) Prior to or upon the introduction of a student with special needs into a regular classroom, the school-based team shall meet to consider relevant educational and medical information and to determine an educational program including placement. The school-based team will recommend to school and district staff the specific support necessary for the successful integration/mainstreaming of the student with special needs.
- (b) Any teacher, administrator or parent has the right to refer a student to the school-based team for consideration, problem-solving and appropriate action.
- (c) The school-based team will consider any referral within ten (10) working days of receipt of the referral.
- (d) Recommendations of school-based team may include but shall not be limited to:
 - i) further school-based assessment
 - ii) referral to district screening
 - iii) alternate placement within the school
 - iv) planning time for the referring teacher
 - v) special education assistant/youth worker support
 - vi) school-based/district student services support
 - vii) other assistance/support in the community

Recommendations of the school-based team will be acted upon by appropriate personnel within a reasonable time frame, ordinarily within ten (10) working days.

- (e) The teacher(s) receiving student(s) with special needs shall have an opportunity to receive in-service to help ensure that the integration experience is positive for the student(s) with special needs, the regular students and the teacher.
 - i) Pre-service - training and/or professional development which take place as part of the teacher's assignment prior to the introduction of a student with special needs into the regular classroom.
 - ii) In service - training and/or professional development which take place as part of the teacher's assignment after the introduction of a student with special needs into the regular classroom.

18.4.4

The Board shall provide:

- (a) Facilities and equipment that are essential to accommodate a student with special needs into the regular classroom.

- (b) Curriculum and/or materials modification which may be required by the student with special needs.
- (c) Communication devices in the classroom where safety of the students, teacher or emergency aid may be required.
- (d) That procedures will be established and rehearsed for fire and earthquake drills regarding the evacuation and care of children who have physical, mental or emotional disabilities.
- (e) Special education assistants, who will carry out all assigned duties including student medical/medication procedures as outlined in Article 36.5.

18.4.5 Program Planning:

Prior to or upon arrival of a student with special needs, a school-based team meeting will be scheduled. Persons attending shall include but not be limited to the classroom teacher, the resource teacher and counsellor.

- (a) A teacher enrolling a student(s) in the following categories shall receive up to two (2) days release time to review or assist in developing a student's IEP:
 - dependent handicapped
 - moderately mentally handicapped
 - severely handicapped
 - autistic
 - severe behavior: which is defined for the purposes of this article as requiring services of the District itinerant team.
- (b) Responsibility for the development and coordination of the Student's Individual Education Plan rests with the school-based support teacher, who will work collaboratively with the classroom teacher(s).
- (c) The school-based support teacher has responsibility for the provision of modified materials or adapted curriculum which may be required by the classroom teacher(s).
- (d) At the request of the classroom teacher, the school-based team will ordinarily meet within ten (10) teaching days to review the program for a student with special needs.
- (e) Students new to the district or school may be placed in classes on a short term basis until provisions of this agreement are able to be completed.

18.4.6 Class Composition:

- (a) No more than three (3) special needs students shall be integrated at the same time in a regular classroom.
- (b) Classes with three (3) special need students shall have their class size maximum reduced by two (2).

ARTICLE 19 TEACHER IN CHARGE

- 19.1 In the event that all administrative officers assigned to the school are absent for half (1/2) a day or more, 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. When all administrative officers are absent for any amount of time less than a half (1/2) day, teachers shall not be asked to assume the duties specified in this clause.

For the purposes of this article a half (1/2) day shall be defined as:

1 . 1 An administrative officer(s) not in attendance for school openings and the balance of the morning (and/or including noon intermission).

19.1.2 An administrative officer(s) not in attendance for noon intermission and the balance of the school day.

19.2 The Principal shall appoint a teacher-in-charge from the teaching staff within each school.

19.3 The teacher-in-charge shall strive to assure that the safety of the students and the security of the school are maintained, and shall deal with emergent matters with the required assistance from district supervisory staff. Routine attendance recording and information reporting as required shall be maintained. However, the teacher-in-charge shall not be responsible for the major administrative or managerial duties, and specifically shall not have such supervisory responsibilities in relation to other teachers.

19.4 While acting as teacher-in-charge, the teacher is covered by all the terms and conditions of this agreement.

19.5 While acting as teacher-in-charge, the teacher shall be provided with sufficient teacher on call time to be relieved of regular teaching duties.

19.6 It is understood that the employer's liability insurance coverage extends to a teacher-in-charge.

ARTICLE 20 HOURS OF WORK

20.1 Each teacher's weekly hours of instruction shall not exceed:

- | | |
|-------------------------------|---------------|
| ■ 1 st year primary - grade 7 | 23 hrs 45 min |
| ■ Grade 8 - 12 | 25 hrs 45 min |

20.2 Hours of instruction include preparation time, scheduled tutorial and examination time.

20.3 Hours of instruction do not include recess, lunch periods and other scheduled breaks. Before setting the school calendar, as provided in Section 96 of the School Amendment Act, the Board shall provide an opportunity for the Association to give input through the District/Association Consultation Committee.

20.4 Preparation time shall be provided as follows:

20.4.1 Elementary: shall not be less than eighty (80) minutes per week for full time elementary teachers.

20.4.2 Secondary: shall not be less than twelve and one-half percent (12.5%) of in-classroom instructional time for full time secondary teachers.

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

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

ARTICLE 21 REGULAR WORK YEAR FOR TEACHERS

21.1 The work year for teachers shall be the regular school year established by the Board in accordance with the School Calendar in the Act and Regulations and the provisions in this Article.

21.1.1 All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, winter break and spring break. If, however, the last Friday in

June falls on or before June 25 the regular work year will end on June 30. (For 1994, the last day of work shall be Thursday, June 30).

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

21.2 During the regular work year for teachers the Board shall provide:

21.2.1 Five (5) non-instructional days.

21.2.2 One (1) year end administrative day (students are not in attendance).

21.2.3 Parent-Teacher Interviews:

For the purpose of facilitating parent-teacher interviews, the Board shall in any school year, shorten not more than four (4) of the school days in session by a period of time that is not more than one (1) hour.

21.2.4 Two (2) days shall be provided for community-teacher-parent interaction as defined in Ministerial Order 122/93 on educational change for the 1993/94 school year. The Association will be involved in planning for these days.

21.2.5 Opening day of school:

The Board shall, for the opening day of a school year, shorten that day for some or all students of the school, and may provide for different dismissal times for different students of the school.

21.3 Winter break and Spring break shall be as provided for in the Standard School Calendar. See Appendix D.

21.4 Days as provided for in 21.2.1 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, parent-teacher interviews and staff in-service as planned by the school staff and administration and, upon request from the CTA, an annual district-wide professional day.

21.5 Any work performed by employees covered by this agreement beyond the teacher's regular work year shall be voluntary and paid pursuant to Article 9.10.

21.6 Any legislation enacted that impacts on the school calendar shall supercede this article. Should the parties not agree as to the interpretation and application of the new legislation on this article, either party may refer the matter to expedited arbitration as provided in Article 6.6 and the arbitrator shall be empowered to interpret the legislation and amend this article accordingly.

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 STAFF REPRESENTATIVES

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

23.2 For the purposes of this article the provisions of Article 12.1 .13 shall be excluded.

- 23.3 CTA staff representatives shall be provided the opportunity to convene meetings of members in the school, such meetings to be held outside instructional hours.
- 23.4 When a meeting with a teacher is to be held at which the staff representative is to be present, the principal shall provide advance notice and schedule same at a time convenient to the parties.
- 23.5 When it is necessary for the staff representative to be relieved of instructional time it shall be with no loss of pay.
- 23.6 The executive officers or school staff representatives shall not hold discussions or meetings with a teacher(s) at a time when the teacher(s) is assigned to a class.

ARTICLE 24 PICKET LINES

- 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 Labour Relations Board 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, coordinator, consultant, area counsellor, 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 the Collaborative Decision-Making Committee in the school.

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 Exclusions From The Bargaining Unit

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

29.3.2 The Board shall notify the CTA of all newly created positions offered by the district and submit to the CTA a written job description of the new position(s).

29.3.3 Newly created positions as defined in Article 3 of this Agreement shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.

29.3.4 In the event that the parties do not agree on the inclusion or exclusion of the position as provided in Articles 29.3.1 and 29.3.3 within ten (10) days of the Board's notification to the CTA, the matter may be referred to the Labour Relations Board.

ARTICLE 30 SHORTLISTING PROCESS

30.1 The superintendent of schools each year will invite the CTA to select teachers to participate in the shortlisting process established by the Board for the positions of:

- a) vice-principals
- b) co-ordinator/consultant
- c) area counsellor
- d) directors/assistant superintendents
- e) superintendent

30.2 When out of district applicants are sought for the position of principal, the CTA will be involved in the shortlisting process for outside applicants.

30.3 With respect to the appointment and/or assignment of school principals, the school staff may elect to be involved as provided in Article 45.3.8.

ARTICLE 31 NON DISCRIMINATION

31.1 There shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, wages, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge on the basis 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 membership or activity in the union.

31.2 The CTA and the Board agree that employees are entitled to work in an environment free from harassment.

31.3 Harassment, other than that described in Article 35, is defined as repeated offensive comments and/or actions which are intended, or which reasonably are interpreted, to demean an individual or to cause personal humiliation,

31.4 The Association and the Board agree that the normal involvement of parents **as** partners in their children's educational environments, and that the performance of supervision or evaluation responsibilities by administrative officers shall not be construed as harassment, provided that these actions are conducted in accordance with the School Act and Regulations, this Collective Agreement and Board Policy.

ARTICLE 32 ACCESS TO INFORMATION

32.1 The Board agrees to furnish to the Association information concerning financial resources and professional staff of the District.

32.1.1 Statements and schedules as required in Section 2(1) of the Financial Information Act, Board approved budgets and financial information as provided by the Ministry of Education.

32.1.2 Professional employee information including a list of employees, showing their names, addresses, phone numbers, grid placement, seniority, staff assignment, and the number of teachers who receive an allowance at each step of the schedule of allowances as of October 31 and March 31.

32.1.3 Notification of vacant positions, transfers, hirings, resignations, retirements, employee deaths, discharges **and suspensions**.

32.1.4 Notification of draft versions of less than satisfactory teaching reports and provide final less than satisfactory teaching reports as provided for in Article 7.4.10.

32.1.5 Agendas and minutes of Board meetings at the time of distribution as set by Board policy.

In addition, the Board, upon request, will consider providing any other information the Association deems necessary to fulfill its role as exclusive representative.

32.2 Benefit Costs

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

32.3 Public Information

The Board, upon request by the Association, agrees to furnish 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 maintained for each teacher and it shall be kept at the district office.

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 his/her personnel 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 request of the teacher, 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 Identification shall be provided by the employee, upon request, 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 The file shall not contain unsigned letters or documents. Any correspondence placed in the file shall be copied to the teacher with the opportunity to file any comments.

34.3.6 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.

34.3.7 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. A copy of this statement will be placed in the employee's file.

ARTICLE 35 SEXUAL HARASSMENT

35.1 The Board of School Trustees recognizes the right of all employees to work in an environment free from sexual harassment.

5.2 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 of 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

6.1 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 as 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.

3 6 . 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.

36.6 Hazardous Materials

36.6.1 In order to comply with regulations of the Workplace Hazardous Materials Information System (WHMIS), the Board shall provide information to ensure that employees are aware of workplace labelling and identification and the importance of material safety data sheets (MSDS).

36.6.2 The district will ensure that an annual review of the program will be conducted by administration during a September meeting.

36.6.3 New teachers will be provided with training as part of the orientation program pursuant to Article 18.2 Beginning Teacher.

36.6.4 Teachers on call will each be provided a WHMIS booklet explaining the **program** before appointment to the district

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 Labour Relations Code 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 teacher on call assignment.

38.2 Teacher on call 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.

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

ARTICLE 44 SCHOOL ACT APPEALS

44.1 Where a student and/or parent/guardian files an appeal under the School Act (Section 11) and Board by-law of a decision of an employee covered by this Agreement, or in connection with or affecting such an employee:

44.1.1 the employee and the Association shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal unless limited or prevented expressly by statute;

44.1.2 the employee shall be entitled to attend any meeting of the Board or Board committees in connection with the appeal where the appellant is present and shall have the right to representation by the Association; and

44.1.3 the employee shall have the opportunity to provide a written reply to any allegations contained in **the** appeal;

44.1.4 the District shall ensure that its policy and procedures established under provisions of the School Act direct a student and/or parent to review the concern with the teacher, then the principal and finally the superintendent of schools or designate prior to seeking redress of the Board of School Trustees;

44.1.5 the Board of School Trustees shall refuse to hear any appeal where the student and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.

ARTICLE 45 COLLABORATIVE DECISION-MAKING IN SCHOOLS

The Board and Association encourage employee participation at the school and district levels and recognize that a variety of committee structures has proven to be effective in achieving collaborative decision-making in school districts.

45.1 There shall be established by September 30 of each school year a recognized collaborative decision-making committee in each school.

45.2 The size and membership of the committee shall be determined by the staff. However, the staff representative and one (1) administrator shall be members of the committee.

45.3 Upon request by staff member(s), the committee may consider matters pertaining to the following areas and make recommendations:

45.3.1 School goals and priorities;

45.3.2 School educational issues and factors that affect student progress (i.e. at-risk children, student reporting, curriculum implementation, etc.)

45.3.3 School policies, regulations and routines;

45.3.4 Resource allocation, including school budget expenditures;

45.3.5 School-based staff development and use of non-instructional days.

45.3.6 Facility issues;

45.3.7 **Health and safety issues;**

- 45.3.8 Staffing needs, assignments and the school timetable (including the development of a school profile to assist in the selection of a school principal);
- 45.3.9 Effective communication and cooperation between teaching and non-teaching staff and the school's parent advisory council; and
- 45.3.10 Other matters of concern.

45.4 Procedures:

- 45.4.1 The committee shall be provided with relevant information to assist in making educationally sound recommendations.
- 45.4.2 The committee shall be elected annually in accordance with procedures established by the staff.
- 45.4.3 A chairperson shall be elected by the committee.
- 45.4.4 Regular meetings shall be held throughout the year, an agenda shall be published prior to the meeting and written record of the proceedings shall be recorded and distributed.
- 45.4.5 Decisions and recommendations of the committee shall be made by a majority vote.
- 45.4.6 A quorum of the committee shall be determined by the staff.

45.5 Implementation:

The recommendations of the committee shall be referred to appropriate person(s) or to the staff. The recommendations of the committee shall also be referred to the principal and a copy given to the staff representative.

- 45.5.1 The decisions and recommendations of the committee shall not contravene/abridge any article of the CTA and CUPE collective agreements.
- 45.5.2 Should the school administration not implement recommendations of the committee, a written explanation may be requested by the committee and shall be provided by the school administration.

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.

ARTICLE 47 EDUCATION PROGRAM COMMITTEE

- 47.1 The Board shall establish a committee related to the Primary, Intermediate and Graduate programs.
- 47.2 The committee shall be composed of six (6) administrative representatives chosen by the Board and six (6) representatives chosen by the CTA and shall be chaired by an assistant superintendent or director of instruction.

47.3 The committee shall be responsible for making recommendations to the superintendent of schools related to program and curriculum change issues, such as the following:

47.3.2 time for implementation, collaboration, assessment and evaluation;

47.3.2 appropriate and adequate in-service and retraining;

47.3.3 program support materials;

47.3.4 space facilities and equipment; and

47.3.5 pilot testing of new programs.

ARTICLE 48 DISTRICT/ASSOCIATION CONSULTATION COMMITTEE

48.1 The parties will consult once during each of the months of October, January and March of each school year regarding issues relating to the workplace that affect the parties or any employee by this Agreement. Additional meetings as required shall be by the mutual agreement of the parties.

48.2 The purpose of this committee is to promote the cooperative resolution of workplace issues, as provided for in Section 53 of the B.C. Labour Code and to develop an adjustment plan if required under Section 54 of the B.C. Labour Code.

EXECUTION OF COLLECTIVE AGREEMENT

In witness whereof the parties hereto have caused the Collective Agreement to be executed at Coquitlam, B.C. this 9th day of September, 1993.

**COQUITLAM TEACHERS'
ASSOCIATION**

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

Jamie Ross
President

Jane Parlee
Chair

Ray McNabb
Vice-President

George Caldwell
Director of Personnel & Employee Relations
Chief Negotiator

Svein Urdahl
Secretary-Treasurer

APPENDIX A

Group Life Insurance

10.3.1 Cost-Sharing

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

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 1 st 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 account shall be maintained in the name of the Board.
- (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 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 Teachers' Association will not request the Board to make contributions to any other similar group disability salary continuance plan while the Board is making a contribution to this plan.
- (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, involuntional 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 of 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

(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 psycho-neurotic 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 a third party or parties, or from any insurer under any policy or policies of insurance.

(b) Repayments

In the event that a teacher shall receive payment at any time under Section 125(2) of the 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

PART 7

MATERNITY AND PARENTAL LEAVE

Maternity leave

51. (1) An employee, on her written request for maternity leave, is entitled to a leave of absence from work, without pay, for a period of 18 consecutive weeks or a shorter period the employee requests, commencing 11 weeks immediately before the estimated date of birth or a later time the employee requests.
- (1.1) A request under subsection (1) must
- a) be made at least 4 weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and
 - b) be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- (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 6 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 6 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 6 consecutive weeks.

Parental leave

- 51.1 (1) An employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (3).
- (2) A request under subsection (1) must
- a) be made at least 4 weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and
 - b) be accompanied by
 - i) a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under section 51 (1 .1) (b), or
 - ii) a letter from the agency that placed the child providing evidence of the adoption of the child.
- (3) The employee is entitled to parental leave for a period of 12 consecutive weeks or a shorter period the employee requests, commencing,

- a) in the case of a natural mother, immediately following the end of the maternity leave taken under section 51 unless the employer and employee agree otherwise,
- b) in the case of a natural father, following the birth of the child and within the 52 week period after the birth date of the new born child, and
- c) in the case of an adopting mother or father, following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the mother or father.

(4) If

- a) the new born child or adopted child will be or is at least 6 months of age at the time the child comes into the actual care and custody of the mother or father, and
- b) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition,

the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of 5 consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (3).

Combined maternity and parental leave

51.2 Notwithstanding sections 51 and 51.1, an employee's combined entitlement to a leave of absence from work under this Part shall not exceed a total of 32 weeks.

Employer may require employee to take leave

52. An employer may require an employee to commence a leave of absence under section 51 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

1980-10-52

Employment deemed continuous

53. The services of an employee who is absent from work in accordance with this Part shall be considered continuous for the purpose of sections 36, 37 and Part 5 and any pension, medical or other plan beneficial to the employee and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where

- a) the employer pays the total cost of the plan, or
- b) the employee elects to continue to pay his or her share of the cost of a plan that is paid for jointly by the employer and the employee.

1980-10-53

Reinstatement

54. (1) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Part shall be reinstated in all respects by the employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

(2) Where the employer has suspended or discontinued operations during the leave of absence granted under this Part and has not resumed operations on the expiry of the leave of absence, the employer shall, on resumption of operations and subject to seniority provisions in a collective agreement, comply with subsection (1).

1980-10-54

Prohibition

55. (1) An employer shall not
- a) terminate an employee, or
 - b) change a condition of employment of an employee without the employee's written consent
- because of an absence authorized by this Part or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under this Part.
- (2) The burden of proving that
- a) the termination of an employee, or
 - b) a change in a condition of employment of the employee without the employee's written consent
- is not because of an absence authorized by this Part or because of an employee's pregnancy, is on the employer 1980-10-55

Remedy under this Part

56. Where an officer is satisfied that an employer has contravened this Part, the officer may make one or more orders requiring the employer to do one or more of the following:
- a) comply with this Part;
 - b) remedy or cease doing an act;
 - c) hire or reinstate a person and pay that person any wages lost by reason of the contravention;
 - d) pay a person compensation instead of reinstating that person.
 - e) {Repealed 1983-16-27, effective December 1, 1983 (B.C. Reg. 409/83)}
1980-10-56; 1983-16-27. effective December 1, 1983 (B.C. Reg.409/83)

LETTER OF UNDERSTANDING
BETWEEN
BOARD OF SCHOOL TRUSTEES,
SCHOOL DISTRICT NO. 43 (COQUITLAM)
AND
COQUITLAM TEACHERS' ASSOCIATION
REGARDING SENIOR SECONDARY SCHOOL ORGANIZATION

The parties agree to meet and discuss the allocation, deployment and assignment of teaching staff at the senior secondary level. This would include timetabling considerations, teacher assignments including: the number of course preparations, a review of subject areas, grading requirements, assigned tutorials and other relevant staffing issues.

The tutorial program offered in the three (3) senior secondary schools would be an integral part of this review.

The parties further agree to report back with recommendations to their respective bodies by December 20, 1993 in order to allow for the implementation of any recommended changes in staffing for 1994 - 95.

is further understood that any arrangements that are agreed upon by the parties as a result of this report would be within the provisions of Article 18.3: Class Size.

(Signature - Chief Negotiator
C.T.A.)

(Signature - Chief Negotiator
District 43)

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

It is agreed that incumbent program coordinators currently receiving a Year 3 increment will not be affected by the change to Article 9.3.1, deleting the Year 3 increment.

These employees will continue to receive all salary adjustments based on their current rates of pay.

(Signature - Chief Negotiator
C.T.A.)

(Signature - Chief Negotiator
District 43)

REFERRALS TO COMMITTEES

- **Beginning Teacher Program**
- **Child Care**
- **Race Relations**
- **Wellness**

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