

# AGREEMENT

*BETWEEN*

**The Board of School Trustees  
of School District No. 36  
(Surrey)**

*AND*

**The Surrey Teachers'  
Association of the  
British Columbia Teachers'  
Federation**



**EFFECTIVE JULY 1, 1992**



COLLECTIVE AGREEMENT



MADE BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 36 (SURREY), a corporate body established pursuant to the **School Act, RSBC 1979**, c.375, having its offices at 14225 56th Avenue, Surrey, B.C. V3X 3A3,

(hereinafter referred to as "The Board")

PARTY OF THE FIRST PART

AND

THE SURREY TEACHERS ASSOCIATION, a trade union pursuant to the **Labour Relations Code**, having its offices at 13585 62nd Avenue, Surrey, B.C. V3X 2J3

(hereinafter referred to as "The Association")

PARTY OF THE SECOND PART

WHEREAS the **School Act** and **Labour Relations Code** empower the parties to enter a collective agreement

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

ARTICLE 1  
TERM OF AGREEMENT

1.10 DURATION OF AGREEMENT

1.11 This agreement shall be in full force and effect from and including 1992, to and including June 30, 1994, and shall continue in full force and effect from year to year thereafter, unless either party, within four (4) months immediately preceding the date of expiry of this agreement (June 30, 1994 or any subsequent June 30 if this agreement is not renegotiated) by written notice, requires the other party to commence collective bargaining with a view to the conclusion of a renewal of this agreement or of a new collective agreement.

1.12 The operation of Section **50 (2)** of the **Labour Relations Code** is specifically excluded from this agreement.

#### **1.20 BRIDGING**

Should either party give written notice to the other to commence collective bargaining pursuant to Article 1.10, the terms and conditions of this agreement shall continue in full force and effect until:

**1.21** The parties conclude and execute a revised or new collective agreement, or

**1.22** The Association withdraws the services of its members or the Board locks out the Association's members pursuant to Part 5 of the **Labour Relations Code**.

#### **1.30 LIFTING OF STRIKE OR LOCKOUT**

Provided, however, that where the Association withdraws the services of its members or Association members are locked out pursuant to Article 1.22 and the Association subsequently restores the services of its members or the lockout is lifted by the Board before a new or revised agreement has been concluded and executed, the terms and conditions of this agreement continue in full force and effect until either of the parties again exercises its rights under Article 1.22 or a new or revised collective agreement has been concluded and executed.

#### **1.40 INTERPRETATION**

In case of any conflict between this agreement and the **School Act** and/or **Labour Relations Code**, those Acts (and Regulations thereto) shall prevail. Terms used in this agreement defined in those acts shall have the meanings defined in those Acts.

#### **1.50 LEGISLATIVE CHANGE**

**1.51** 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 and in that event, or in the event that legislation or regulation substantially alters the operation or effect of any provision of this Agreement, the parties agree that they will meet forthwith to negotiate, in good faith, modifications to the Agreement which will achieve the original intent of the Agreement to the full extent legally possible.

**1.52** If the parties cannot agree on such modifications within one month of either party's request for such meeting, either party may refer the matter to arbitration pursuant to Article 58 and the arbitrator shall be empowered to determine the said modifications to the Agreement.

**1.53** Such an arbitrator's jurisdiction shall be limited to modifications which attempt to achieve the intent of the original clause within the legal limits of the legislation and shall not be empowered to amend, add to or delete from the Agreement matters which are not directly related to the subject clause.

**ARTICLE 2  
GLOSSARY OF TERMS**

**2.10 ASSOCIATION MEMBER**

The term "Association member" as used in this Agreement means all Board employees hired as:

**2.11** Teachers,

**2.12** School psychologists,

**2.13** Speech/Language pathologists,

**2.14** Teachers-on-call,

**2.15** Instructors in the Work and Learn program,  
and

**2.16** Summer school teachers.

**2.20 EMPLOYEE**

The term "employee" as used in this Agreement means those persons employed by the Board for whom the Association has been recognized as sole bargaining agent in Article 3.10, but excludes teachers-on-call and summer school teachers except where a provision of this Agreement has been specifically extended to include teachers-on-call and/or summer school teachers.

**2.30 TEACHER**

"Teacher" means a person employed by the Board in a capacity which as a condition of employment requires a valid and subsisting teaching certificate of qualification issued by the College of Teachers or a Letter of Permission.

**2.40 PRESIDENT**

The term "President" shall refer to the President of the Surrey Teachers' Association.

## **2.50 NECESSARY QUALIFICATIONS**

"Necessary qualifications" in respect to a teaching position means:

**2.51** Possession of a valid teaching certificate for the province of British Columbia, and

**2.52** A reasonable expectation by the Superintendent of schools, based on the teacher's university education or equivalent training and classroom experience, that the teacher will be able to perform the duties of the position from the commencement date of the assignment and,

**2.53** Where the Superintendent deems it appropriate, a written commitment by the teacher to undertake a Pro-D program related to the position to achieve a more fully qualified status relative to the new assignment within two (2) years of accepting the position.

## **2.60 STUDENTS WITH SPECIAL NEEDS**

**2.61** "Students with special needs" are defined as those students who have been identified by assessment procedures as being included within Function 1 guidelines of the Ministry of Education. Where reference is made to "high" or "low" incidence students with special needs the Ministry of Education's definitions of high and low incidence students will apply.

**2.62** The de-assessment procedure used to determine that a student is no longer a "student with special needs" of a particular category or categories shall involve as rigorous an analysis as the original assessment procedure.

**2.63** During at least the first school year in which a student is returned to a **regular** class setting from an elementary level Social Development Classy the student will be considered as continuing to be high incidence (Severe **Behavior**) for the purpose of class size limits in Article 22.

## **2.70 TERM SPECIFIC ASSIGNMENT**

**2.71** Employees on a term specific assignment are employees who are placed in a position for a term of up to and including a full school year.

**2.72** Term specific assignments will be awarded in each case where:

**2.721** A vacancy is posted after the distribution of Catalogue of Vacancies #2 and before the publication of Catalogue of Vacancies #1 in the subsequent year, except as filled under Article 31.82.

2.722 An employee is appointed under a Letter of Permission.

2.723 An employee is allowed to return to active service before the end of an approved leave of absence. (Upon the elapse of the time for which the leave was granted he employee will be eligible for a continuing assignment in accordance with Article 33.80.)

2.73 Term specific assignments will be awarded when a vacancy is filled to replace an employee on

2.731 Leave of absence of more than seventy-five (75) days but less than six (6) months, or

2.732 Indeterminate medical leave expected to exceed seventy-five (75) days duration and may be awarded, in either case, for lesser periods of duration.

2.74 Where the term specific assignment ends at the end of a school year the employee will be placed in accordance with Article 31.62.

2.75 Where the term specific assignment ends during the school year (or where a position under Article 31.62 does not exist) the employee will be:

2.751 Reassigned as a permanent teacher-on-call pending reassignment to another position, or

2.752 Reassigned to replace another employee who is on a term specific assignment, in which case the junior employee will be reassigned pursuant to Article 2.75, or

2.753 Laid off if there is no need for the employee's services as a teacher-on-call and there is no junior employee who could be replaced.

#### **2.80 STUDENT TEACHER**

A Student Teacher is a person enrolled in a recognized university training program who may perform the duties and responsibilities of a teacher, as defined in the **School Act**, while under the direct supervision of their supervising teacher.

**ARTICLE 3  
BARGAINING UNIT**

**3.10 RECOGNITION OF THE ASSOCIATION**

The Board recognizes the Association as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all teachers, teachers-on-call, and persons employed as school psychologists, speech/language pathologists, and instructors employed in the Work and Learn Programs; and, for purposes of establishing rates of pay and union fees for summer school teachers.

**3.20 MEMBERSHIP IN THE ASSOCIATION**

1/2  
3.21 All employees including teachers-on-call and summer school teachers shall, as a condition of continued employment, become and remain members of the Surrey Teachers' Association and the British Columbia Teachers' Federation.

2/1  
3.22 All newly-hired employees including teachers-on-call and summer school teachers shall, on date of hire, be required by the Board to sign an Application for Membership and authorization for dues deduction, supplies of which will be provided to the Board by the Association.

**3.30 ASSOCIATED PROFESSIONALS**

3.31 Associated professionals (school psychologists and speech/language pathologists), as recognized in Article 3.10 shall be paid in accordance with the salary schedule established in Appendices A to C.

3.32 Placement on the salary schedule shall be:

3.321 At the category which is most nearly equivalent to the category of teachers based on years of university-level training in the discipline, (see Article 45) and

3.322 At an experience level determined in a manner parallel to Articles 46 and 47, and approved by the Joint Salary Review Committee.

3.33 Except as specifically provided elsewhere in Article 3.30, all other terms and conditions of employment established in this agreement shall apply to associated professionals.

**3.40 DUES**

3.41 The Board shall deduct from the earnings of Association members such fees as may be set by the Association in accordance with the Association's constitution and by-laws and such fees as may be set by the British Columbia Teachers' Federation in accordance with the Federation's constitution and by-laws.



3.42 The Board shall also deduct special levies as might be set by the Association or by the British Columbia Teachers' Federation for members in accordance with their respective constitution and by-laws.

3.43 The Board shall remit directly to the Association and directly to the British Columbia Teachers' Federation the appropriate fees and levies deducted pursuant to Articles 3.41 and 3.42, together with a list of the names of those for whom deductions were made, not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions were made.

### **3.50 NO CONTRACTING OUT**

3.51 Services of the type and kind normally and regularly provided by Association members shall continue to be provided only by members of the bargaining unit and will not be contracted out.

3.52 Contracted services will be limited to services of a **specialized** nature other than the type and kind regularly provided to students by members of the bargaining unit or services members of the bargaining unit lack the necessary expertise to provide.

3.53 In any case, these contracts will not exceed a duration of one (1) year.

3.54 The Board shall provide reasonable notice to the Association of its intention to contract for such services.

3.55 The Association agrees that these provisions will not be raised as a barrier to technological change that is consistent with the provisions of this Article.

3.56 Private tutoring services will not be permitted on school premises during normal instructional hours.

### **3.60 EXCLUSIONS FROM THE BARGAINING UNIT**

3.61 If the Board intends to exclude a position from the bargaining unit, the Board shall inform the Association of its intention to do so at least sixty (60) days prior to the proposed implementation of the change.

3.62 The parties shall meet within fourteen (14) days to discuss the proposed change.

**ARTICLE 4  
MANAGEMENT RIGHTS**

**4.10 BOARD AUTHORITY**

The Association recognizes the right and responsibility of the Board to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, except as otherwise provided in this agreement or applicable legislation.

**4.20 FAIRNESS**

The Board agrees that its right to manage will not be exercised in a discriminatory or arbitrary manner.

**ARTICLE 5  
UNION RIGHTS**

**5.10 RIGHT TO REPRESENTATION**

**5.11** A representative of the Association will attend a meeting between an Association member and an administrative officer if the meeting is discipline-related, or if the Association member or the administrative officer has reasonable cause to believe a representative of the Association should be present.

**5.12** Should a meeting between an Association member and an administrative officer become disciplinary, the meeting will be adjourned until such time as a representative of the Association is able to be present.

**5.13** In the event that it is not possible to hold a meeting pursuant to Article 5.11 because an Association member refuses to have an Association representative present, the administrative officer will convey written notice of his/her concerns to the Association member, with copies to the President and the Human Resources Department.

**5.14** An administrative officer will not determine which Association representative will attend any meeting.

**5.20 ACCESS TO INFORMATION**

**5.21** Within seven (7) days of issue, or within such period as may reasonably be required following a written request, the Board will furnish the Association, or its designated representatives:

**5.211** Copies of teacher staff change forms, salary grid placement lists, job postings, and seniority lists relating to Association members,

**5.212** Agendas and minutes of all regular Board meetings and attachments thereto,

**5.213** Changes in district policies as they occur, and

**5.214** Information or documentation which could reasonably be required for the processing of a grievance.

5.22 On or about November 1 and March 15 the school district will provide the Association, to the extent its electronic format permits, with the latest:

5.221 Staff list indicating each Association member's name, address, telephone and base school. (i.e., Report [ADDRS] Teachers' Name & Address List)

5.222 Staff list indicating the percentage worked by each employee at each work-site. (i.e., the Composite Staff List)

5.223 The Association may make reasonable requests for the above staff lists at other times and the information will be provided within such period as may be reasonably required.

5.23 Within a reasonable time after the adoption of new Association educational policies, the Association will forward these policies to the Superintendent's office. Further, effective October 1993, each October the Association will forward a copy of the Association's current **Policies and Procedures** to the Superintendent's office.

5.24 Further, within such period as may reasonably be required following a written request, the Association will furnish the Board with existing documents which could reasonably be required for the processing of a grievance.

### **5.30 ASSOCIATION'S ON-SITE RIGHTS**

#### **5.31 Bulletin Boards**

The Association shall have the right to post notices of activities and matters of Association concern on staff bulletin boards in each workplace at which Association members are employed.

#### **5.32 Meeting Accommodation**

**5.321** A school administrative officer may authorize the use of a school's facilities, without cost, for a meeting of Association members

employed in that location. Authorization will not be withheld unreasonably. Such meetings will not normally disrupt or interfere with the regular provision of instruction to students or the regular community use of facilities.

5.322 A school administrative officer may authorize the use of district facilities, without cost, for meetings involving Association members from more than one (1) work location. Authorization will not be unreasonably withheld. Such, use will not normally disrupt or interfere with the regular provision of instruction to students or the regular community use of facilities.

5.323 An advance booking by the Association may be relocated, in emergent circumstances, where the Board can arrange a suitable alternative site.

5.324 The Association will raise the matter with the Human Resources Department for a second review in the event that the Association believes that it was unreasonable not to authorize the use of a facility.

### **5.33 District Courier Service**

**5.331** The Association shall have reasonable access to the district's courier service.

5.332 The Association shall have access to staff mail boxes for communication with members.

5.333 The Association's secretarial staff will be allowed access to the outgoing courier bags in order to insert mail to Association members. This access will not disrupt the work of School Board employees working in the Mail Room.

### **5.34 School Equipment**

**5.341** Unless the use of such equipment has already been booked, an administrative officer shall not unreasonably deny the use of school chairs and/or audio-visual equipment where the equipment has been requested for Association meetings or Association sponsored in-service. The Association will reimburse the Board for any transportation or other costs incurred by the Board as a result of the Association's use of such equipment, but such use will otherwise be without cost to the Association.

5.342 STARA representatives may utilize school photocopiers for Association business when the

photocopiers are not required for school use. The Association will be billed for this service, at cost.

**5.35 Access to Worksite**

**5.351** Representatives of the Association and the BCTF shall have access to the worksite to transact Association business. Such access will not normally interfere with instructional duties.

5.352 When requested to meet with an Association representative who is processing a grievance, whether formally or informally, an administrative officer shall meet with the Association representative as soon as is reasonably possible.

**5.40 SCHOOL STAFF REPRESENTATIVES**

**5.41** At the beginning of each school year, Association members in each workplace shall elect a staff representative(s) in accordance with Association practices.

5.42 The staff representative(s) shall advise the administrative officer of their election.

5.43 Where an administrative officer and a staff representative agree to convene a meeting pursuant to Article 5.11, during instructional hours, the staff representative will be relieved of instructional duties with no loss of pay in order to provide the Association member concerned with representation at the meeting.

**5.50 PICKET LINE PROTECTION**

**5.51** An Association member may refuse to cross or work behind a union picket line; however, pay will be deducted for any period of time for which an Association member is absent because he/she elects not to cross any such picket line.

5.52 The Board shall not request nor direct an Association member to carry out duties normally performed by other Board employees who are engaged in a legal strike or lockout.

5.53 The Board shall not order an Association member to request, require, or direct pupils to carry out duties normally performed by employees engaged in a strike or lockout.

5.54 Except in emergencies, an Association member shall not be required to work at a site while persons are performing duties which would normally be performed by School District #36 employees on strike or locked out; however, pay will be deducted for any period of time for which an Association member is absent by reason of exercising this right.

**5.55** Where Association members exercise their rights under Article 5.51:

**5.551** Association members will escort all students under their direct supervision to the school Gymnasium and ensure that the administrative officer (or STARA representative) has been notified before leaving the school.

**5.552** A STARA representative will assist the administrative officer in taking all reasonable efforts to provide for the safety and well being of the students before the STARA representative leaves the school.

**5.553** When an Association member chooses not to cross a picket line which has been set up before the Association member arrives at work, notice of the Association member's decision shall be given as soon as reasonably possible.

**5.60 ACCESS TO PERSONNEL FILE**

**5.61** There shall be only one personnel file maintained at the school district office for each Association member. This file will contain only such material as is factual and relevant to the Association member's employment.

**5.62** Upon application to the Human Resources Department a representative of the Association, duly authorized in writing by the President or designate, and the Association member concerned, will be permitted, at a time convenient to the Human Resources Office, to inspect the personnel file of the teacher concerned.

**5.63** An Association member who disagrees with a document in his/her personnel file may advise the Human Resources Department, in writing, of the disputed item and any such response will be entered in the Association member's file.

**5.64** In the event that material which is not factual and/or relevant to the employment of the Association member is found in the file, it shall be removed by the Board forthwith.

**5.70 DISTRICT COMMITTEES**

**5.71** When the Board establishes a district committee which is given terms of reference which will affect the role of Association members, the Association will be invited to participate in the work of the committee.

**5.72** Subject to confidentiality parameters, any Association member who participates in the work of a dis-

strict committee shall have the right to report directly to the President on a regular and frequent basis.

#### **5.80 PLANNING NEW FACILITIES**

When the Board establishes a planning committee for the purpose of providing architects with user input for the design of new schools or major renovations to an existing school, the Board:

**5.81** Will invite the Association to provide appropriate membership representation, and

**5.82** May, for the particular expertise of a member(s), invite individual members of the Association to participate in the work of the committee.

### **ARTICLE 6 PROFESSIONAL RIGHTS**

#### **6.10 TEACHER PROFESSIONAL RIGHTS**

Within the bounds of effective educational practice and prescribed provincial and locally-developed curricula, teachers shall have individual professional autonomy and responsibility in the planning and presentation of course materials in the classes to which they are assigned.

#### **6.20 EVALUATION AND GRADING**

Subject to the *School Act* and *Regulations* and Article 54, the application of consistent evaluation and grading practices including the pass/fail provisions applying to each student shall be under the individual professional autonomy of the teacher.

#### **6.30 REPORTING TO PARENTS**

**6.31** A parent-teacher interview which takes place as a result of a school scheduled informal report to parents will be considered as an informal report for that student. Where a parent-teacher interview does not take place for a particular student, then an informal report of a type agreeable to the district must still be provided.

**6.32** In secondary semestered schools there shall be no more than four (4) written formal reports and two (2) informal reports each school year, unless the teacher decides otherwise.

6.33 In secondary schools with more than two (2) terms of instruction, the number of student progress reports for each student shall not exceed one formal and one informal report per term unless the teacher decides otherwise.

**ARTICLE 7  
TEACHERS' ASSISTANTS**

**7.10 LINE OF RESPONSIBILITY**

Teachers' assistants will be assigned by and be under the general employment supervision of an administrative officer, but will carry out their work under the direct instructional supervision of the teacher(s) to whom they have been assigned.

**7.20 DUTIES**

Teachers' assistants shall not assume the direct instructional responsibility for providing educational programs to students and shall not perform the duties of teachers.

**ARTICLE 6  
PART-TIME EMPLOYMENT**

**6.10 PART-TIME**

6.11 The term "part-time" as used in this agreement refers to an employee who is employed on a contract for less than one hundred percent (100%) of full-time.

6.12 As a matter of practice the Board will not employ a teacher on an appointment which is more than 90% but less than 100% of full-time.

**6.20 REDUCTION OF ASSIGNMENT**

An employee who moves from full-time to a part-time assignment will be deemed to be a full-time employee on an approved leave under Article 40 so that the employee may purchase pensionable service to provide for pension credit at full-time equivalent experience.

**6.30 SECONDARY ASSIGNMENT**

Secondary part-time teachers will be assigned to consecutive teaching blocks whenever practicable.





**6.40 BENEFIT SHARING**

Part-time employees shall be entitled to enrol in those employee benefits provided in Articles 52 and 53. Benefit premiums for such employees will be shared on the following basis:

Portion of Time Worked (Full-time = 1.0)	Employee's Share of Premiums	Board's Share of Premiums
0.1	86.5%	13.5%
0.2	73.5%	26.5%
0.3	60 %	40 %
0.4	46.5%	53.5%
0.5	33.5%	66.5%
0.6 to 0.9	20 %	80 %

**6.50 PROFESSIONAL DEVELOPMENT/IN-SERVICE**

6.51 The participation of part-time employees in in-service or professional development activities held at times when the employee would not normally be working is voluntary.

6.52 A part-time employee will be paid for participation in professional development or in-service activities held at times when the employee would not normally be working if the employee's administrative officer:

6.521 Requests the employee to attend the activity, or

6.522 Approves the employee's request to attend the activity. Such approval will not be unreasonably denied, but will be subject to available funding.

**ARTICLE 9  
TEACHERS-ON-CALL**

**9.10 TEACHERS-ON-CALL**

Teachers-on-call are teachers who are assigned on a day-to-day basis in this district.

**9.20 DUTIES OF TEACHERS-ON-CALL**

9.21 Teachers-on-call and those teachers whose assignment is that of a permanent teacher-on-call, shall be required to perform only those duties that are appropriate to the assignment of the teacher they are replacing.

9.22 All information which is available about the nature of assignments will be provided to teachers-on-call when they are called by the dispatch centre.

Where a teacher-on-call has reasonable cause to do so, a call-out may be declined.

9.23 Teachers-on-call shall be provided with a mutually agreed upon **Surrey Teacher-on-Call Handbook** when employed with the district. This booklet will be published with the costs being shared 75% by the Board and 25% by the Association.

### 9.30 RATES OF PAY

**9.31 Short Term Assignment:** Effective January 1, 1991, teachers-on-call shall be paid the following daily rates for the first to fifth day in any assignment:-

Category:	
<b>Uncertificated</b>	1/250 of Category 3 Step 0
2 or 3	1/230 of Category 3 Step 0
4, 5 or 6	1/230 of Category 4 Step 0

NOTE: The current scales yield:

	Uncertificated	Cat. 2 & 3	Cat. 4, 5 & 6
July 1, 1992			
July 1, 1993	\$114.16	\$124.09	\$135.37
June 30, 1994	\$117.01	\$127.19	\$138.76

**9.32 Long Term Assignment:** On the sixth and each subsequent consecutive day on the same teaching assignment, the rate shall be 1/200 of the teacher's certification and experience, retroactive to the first day of the assignment.

### 9.40 CONTINUOUS ASSIGNMENT

The term "consecutive day" will refer to designated days in session for students, i.e., teachers-on-call must be in receipt of wages for five (5) consecutive teaching days in the same assignment before qualifying for scale placement. A teacher-on-call's service shall not be considered to be broken by:

- 9.41 A non-instructional day, or
- 9.42 The teacher-on-call's illness or accident, or
- 9.43 The occasion of the regular day off of a part-time teacher who is being replaced.

### 9.50 CALL-OUT

When a teacher-on-call is called out by the Board's Substitute Dispatch, a school, or a teacher and if for circumstances beyond the teacher-on-call's control the assignment is reduced or cancelled, payment shall be:

**9.51** A full day's wage if called out for the full school day.

9.52 A percentage of a full day's wage equal to the time which would have been worked if called out for part of a school day; HOWEVER



9.53 The minimum payment for work performed by teachers-on-call on any day will be fifty percent (50%) of the daily rate. A teacher-on-call called in to work for the morning only will be paid 60% of the daily rate. The maximum daily payment will be 100% of the daily rate.

**9.60 PART-TIME TEACHERS**

Where a teacher with a part-time assignment works as a teacher-on-call at a time when the teacher is not scheduled to work, the teacher will be paid:

9.61 At a rate of 1/200 of certification and experience for each day worked with the teacher's regular students, or

9.62 In accordance with Articles 9.31 and 9.32 if the work is not with the teacher's regular students.

**9.70 PROFESSIONAL DAYS FOR TEACHERS-ON-CALL**

A teacher-on-call on assignment may attend the school's professional day with pay on the approval of the school's administrative officer providing the teacher-on-call is on assignment in the school on the day previous and the day after the school's professional day. This approval shall not be arbitrarily denied.

**9.80 ACCUMULATION OF FULL-TIME EQUIVALENT EXPERIENCE**

9.81 All long-term experience (i.e., experience while paid on scale pursuant to Article 9.32) will be accumulated for the purposes of experience credit.

9.82 Upon the accumulation of the equivalent of 180 days of teaching service in such long-term assignments, the teacher-on-call involved shall be eligible for an increment on the next increment date following completion of this service.

**9.90 BENEFITS**

9.91 After the accumulation of twenty (20) working days, a teacher-on-call shall be entitled to enrol in the Medical Services Plan (Article 52.20) and the Extended Health Benefits Plan (Article 52.50) upon the payment to the Board quarterly, in advance, of the premiums applicable to maintain coverage.



9.92 Where the teacher-on-call who has enrolled under Article 9.91 is granted a continuing contract of employment an adjustment will be made for the Board's share of premiums effective as of the date of the appointment.

**ARTICLE 10  
EXTRA-CURRICULAR ACTIVITIES**

**10.10 DEFINED**

Extra-curricular activities are defined as those activities which extend beyond the normal school day or beyond provincial/district curricula and programs.

**10.20 VOLUNTARY PARTICIPATION**

While the Board and the Association recognize that extra-curricular activities may be an important aspect in a pupil's life, all participation by Association members in these activities is voluntary.

**ARTICLE 11  
SCHOOL YEAR**

**11.10 SCHOOLYEAR**

**11.11** The regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent calendar year, excluding Saturdays, Sundays, Statutory Holidays, Winter Break and Spring Break.

**11.12** The first day of Winter Break shall be on the Monday preceding December 26. Schools shall reopen on the Monday following January 1 unless January 1 is a Sunday when school shall reopen on Tuesday, January 3.

**11.13** The first day of the Spring Break shall be the third Monday in March. Schools shall reopen on the fourth Monday of March. If the fourth Monday in March is Easter Monday, schools shall reopen on the Wednesday following the fourth Monday in March.

**11.20 WORK BEYOND THE REGULAR WORK YEAR**

**11.21** Work beyond the regular school year is voluntary and must be agreed to, in writing, by an affected employee.

**11.22** Where an employee is requested and agrees to work on a day which is not prescribed in Article 11.10:

**11.221** The employee will be granted equivalent time off, at a time mutually agreed to by the employee and the administrative officer, or

**11.222** Where it is not possible to schedule equivalent time off, the employee will be paid at the rate of 1/1000 of the employee's annual salary for each hour worked.

**11.23** The Association will receive a copy of all correspondence on any arrangements under this Article.

**ARTICLE 12  
NON-INSTRUCTIONAL DAYS**

**12.10 NON-INSTRUCTIONAL DAYS**

Six (6) non-instructional days and four (4) early dismissal days, as herein set out, will be included within the school year.

**12.20 SCHOOL NON-INSTRUCTIONAL DAYS**

**12.21** At least four (4) non-instructional days will be approved by the Board for school-planned and teacher-directed professional development activities. Board approval will not be unreasonably withheld or denied.

**12.30 STA CONVENTION DAY**

One (1) non-instructional day will be granted for the Surrey Teachers' Association convention

**12.40 ADMINISTRATIVE DAY**

The last day of the school year will be an administrative day.

**12.50 MINISTRY PROGRAMS**

Staff will not be required to work on accreditation, school assessment, or curriculum implementation on these non-instructional days.

**12.60 DISTRICT PRO-D ACTIVITIES**

Notwithstanding the foregoing, by mutual agreement the parties may designate one (1) of the four (4) non-instructional days (to which reference is made in Article 12.20) for district or jointly organized professional development activities.

**12.70 PARENT CONSULTATION**

Two (2) school-planned afternoon instructional sessions to be used for parent/teacher consultations and required report writing will be approved by the Board. Board approval for the scheduling of these days will not be withheld or denied unreasonably.

**12.60 ASSESSMENT/EVALUATION/PLANNING**

Two (2) school-planned afternoon instructional sessions to be used for assessment, evaluation or program planning will be approved by the Board. Board approval for the scheduling of these days will not be withheld or denied unreasonably.

**ARTICLE 13  
HOURS OF WORK**

**13.10 SCHOOL/INSTRUCTIONAL DAY**

**13.11** The term "school day" means a period commencing fifteen (15) minutes before classes are first convened in the morning and ending fifteen (15) minutes after classes are last dismissed in the afternoon, AND

**13.12** No employee will be required to perform supervision duties beyond the school day except where an emergency necessitates supervision to ensure the safety of students.

**13.13** In an elementary school the "instructional day" shall not exceed six hours inclusive of 15 minutes of recess and the regular noon intermission.

**13.14** In a secondary school the "instructional day" shall not exceed six hours and 30 minutes (six (6) hours and forty (40) minutes at Semiahmoo Secondary) inclusive of the regular noon intermission, period change time, home room, USSR, etc.

**13.15** Where employees are employed at work locations other than schools, their "work day" shall be the normal office hours for their work location but shall not exceed seven (7) hours including a half hour meal break.

**13.20 INSTRUCTIONAL WEEK**

**13.21** For employees in an elementary school the instructional week shall not exceed twenty five (25) hours inclusive of preparation time (as specified in Article 25) and 75 minutes of recess.

**13.22** For employees in a secondary school the instructional week shall not exceed twenty seven and one half (27 1/2) hours inclusive of preparation time (as specified in Article 25), period change time, home room, USSR, etc.

**13.30 EXTENDED DAY**

**13.31** Should the Board propose to implement an extended work day in a school or other work location as a result of **over-enrollment** and the lack of facilities:

**13.311** The Board will provide the Association with at least three (3) school months written notice of the proposed implementation and its effective date,

**13.312** The parties will meet within fourteen (14) days of the issuance of such notice, to enable the Association to make submissions to the Board on the matter,

**13.313** If agreement has not been reached on the matter within fourteen (14) days the Association may grieve the Board's action directly pursuant to Article 58.37 and an arbitration board may set aside the implementation should it be determined to have been unreasonable.

**13.32** Nothing in this Article will prevent the Board from implementing an extended day without notice should such action be necessitated to meet an emergent situation such as the destruction of facilities by fire, etc.

**13.40 BOARD ORDERED CLOSURE**

No employee shall suffer a loss of pay in the event of a Board ordered closure of a work site or a Board ordered cancellation of classes, but the Board may temporarily reassign employees to different work locations.

**ARTICLE 14  
WORK AND LEARN SCHEDULING**

**14.10 NORMAL INSTRUCTIONAL DAY**

Within a twenty seven and one-half (27 1/2) hour week inclusive of preparation time and notwithstanding the provisions of Article 13.10, employees working at a Work and Learn Centre will normally work an instructional day which includes up to six (6) hours of instructional time and up to one hour of preparation time.

**14.20 EXTENDED DAY**

**14.21** An "extended day" in a Work and Learn Centre may extend over twelve (12) consecutive hours including up to nine (9) hours of instructional time.

**14.22** Where it is necessary that an employee be scheduled to work an extended day:

**14.221** The administrative officer will request a volunteer from among the staff of the Work and Learn Centre, and

**14.222** If no qualified employee volunteers, the administrative officer may assign an employee to work one extended day per week in accordance with this Article.

**14.223** The extended day will be established for a specific day of the week for a period of one month.

**14.224** The day following an extended day will normally be a "short day."

**14.225** Nothing in this Article will preclude an employee volunteering to be assigned to two (2) extended days in the weekly schedule.

**14.30 SHORT DAY**

**14.31** A "short day" in a Work and Learn Centre is a day of not less than three (3) hours of instructional time and up to one (1) hour of preparation time.

**14.32** Once each month an administrative officer may schedule in-service and other duties on a day where students are not normally required to attend.

**14.40 STAFFING SCHEDULE**

The staffing schedule shall be reviewed each month by the staff committee at the Work and Learn Centre. A copy of this schedule will be sent to the Association.

**14.50 SCHEDULING PREPARATION TIME**

**14.51** Preparation time will only be scheduled on a day where an employee has scheduled instructional duties.

**14.52** Notwithstanding any other provisions of this Article, an employee may request alternative arrangements for preparation time.

**ARTICLE 15  
DUTY-FREE LUNCH BREAK**

**15.10 DUTY-FREE LUNCH BREAK**

Effective September 1, 1989, no teacher will be required to perform school supervision during the school's scheduled lunch break.

**15.20 CHANGING LUNCH TIME**

Teachers who have elected to take their lunch break at a time other than the school's scheduled lunch break shall be entitled to a lunch break of equal duration at another time during each school day. Such changes shall be with the agreement of the administrative officer. These lunch breaks shall begin no later than three and one-half (3 1/2) hours after the start of the school day.



### **15.30 KINDERGARTEN**

Kindergarten teachers whose instructional assignment coincides with the school's scheduled lunch break shall be entitled to a duty free lunch break of equal duration at another time during each school day. These lunch breaks shall begin no later than three and one half (3 1/2) hours after the start of the school day.

### **15.40 EMERGENCIES**

Notwithstanding the provisions of Article 15.10, any teacher is expected to respond as may be required to meet any medical or safety emergencies which might arise during the lunch break.

## **ARTICLE 16 STAFF MEETINGS**

### **16.10 ATTENDANCE**

Whenever practicable, members of a staff shall attend staff meetings called by the supervising administrative officer, and further, whenever practicable:

**16.11** Full-time itinerant employees shall attend their base school staff meetings.

**16.12** Part-time employees shall attend staff meetings but will not be required to attend a meeting which starts more than 30 minutes after they have completed their normal duties.

**16.13** District-based employees who are based in school(s) shall attend staff meetings but will not be required to attend a meeting beyond 5:00 p.m.

**16.14** District-based employees who are employed at work locations other than schools shall attend staff meetings but will not be required to attend a meeting beyond 5:00 p.m.

### **16.20 MONTHLY MEETINGS**

Staff meetings will normally be held monthly, on regularly scheduled dates, set at the first staff meeting of the year. Where practicable, meetings should be held on the last Monday in the month.

### **16.30 RESTRICTIONS**

**16.31** Employees shall not be required to attend staff meetings:

**16.311** Where a meeting commences earlier than one hour before classes begin,

**16.312** Where a meeting extends more than two hours after the dismissal of pupils, or

**16.313** Where a meeting is arranged for a day on which employees are not required to report.

**16.32** Staff meetings will not be regularly scheduled during recess or the noon intermission.

**16.40 NOTICE**

Except for emergent circumstances, seven (7) calendar days notice will be given when the principal calls a staff meeting for other than the regularly scheduled date.

**16.50 AGENDA ITEMS**

**16.51** Normally, a written agenda will be distributed at least one school day before a staff meeting.

**16.52** Any staff member may submit items to the principal for inclusion on a staff meeting agenda; and the principal shall not arbitrarily decline to accept such items.

**16.60 MINUTES**

Written minutes of staff meetings shall be circulated to all staff members.

**ARTICLE 17  
SCHOOL STAFF COMMITTEES**

**17.10 ESTABLISHING STAFF COMMITTEE**

Each school staff shall have the right to form a staff committee structure, which promotes and facilitates a democratic, collegial process in school-based decision making.

**17.20 SIZE AND MAKE-UP**

**17.21** Staff committees may consist of the total staff or a representative committee elected by the staff as a whole.

**17.22** The staff committee shall include one representative of the school administration.

**17.30 OPERATIONAL PROCEDURES**

**17.31** The size, composition, tenure and operational procedures of the staff committee shall be determined by a majority vote of the school staff by September 30th of each school year.

**17.32** Copies of the procedures for each school shall be filed with the Association and the Board.

**17.33** Amendments shall be submitted to the Association and the Board when they come into effect.

**17.40 AREAS OF RESPONSIBILITY**

A staff committee's role may include the following:

**17.41** The development and maintenance of effective communication and consultative processes throughout the school;

**17.42** The review of school policies and procedures and the development of recommendations for improvement;

**17.43** Receiving and making recommendations on matters of concern presented by staff

**17.44** Ensuring the development and maintenance of a professional development committee for the school.

**17.45** Ensuring the establishment and maintenance of a health and safety committee for the school.

**17.50 IMPLEMENTATION**

**17.51** The school administration shall not unreasonably refuse to implement the recommendations of the staff committee or the majority decisions of a staff meeting.

**17.52** In a case where an administrative officer rejects a recommendation of a staff committee or a majority decision of a staff meeting, the administrative officer will submit the reasons for rejection, in writing, to the staff committee.

**17.60 INDIVIDUAL RIGHTS**

In the event that an Association member or an administrative officer feels that a staff meeting decision is contrary to this collective agreement, the **School Act** and/or **Regulations**, then advice will be sought from the Association or the Human Resources Department, as applicable.

**ARTICLE 16  
SCHOOL-BASED TEAM**

**16.10 PURPOSE AND AREAS OF RESPONSIBILITY**

**16.11** Each school will establish a school-based team for the purpose of supporting the individual learner, the classroom teacher(s) and the classroom learning situation.

**16.12** The school-based team will hear concerns pursuant to 18.40 herein, and consider appropriate educational and medical advice.

**16.13** The school-based team shall make **recommendations**, when appropriate, to the administrative officer(s), staff and/or District Student Support Services staff: Recommendations may **pertain** to student assessments, placements, educational programming, resources and action planning.

**16.20 COMPOSITION**

The members of the school-based team shall include:

**16.21** School administrative officer(s)

**16.22** School learning assistance teacher(s)

**16.23** School counsellor(s)

**16.24** Teachers who provide a direct educational service to the particular student or who are anticipated to provide a direct educational service to the particular student.

16.25 School Psychologist (when a student assessment is requested or anticipated the School Psychologist should attend).

16.26 Other resource person(s) or person(s) affected as determined by an administrative officer and/or the school-based team.

**16.30 TEAM MEETINGS**

**16.31** The school-based team meetings will be scheduled on a regular basis, as required.

**16.32** A member of the school-based team will have the assignment of monitoring the action plan and the status of recommendations.

**16.40 REFERRALS**

If a teacher is concerned because the classroom learning situation is seriously and detrimentally affected by an individual student who needs special assistance, the teacher will bring those concerns to the attention of the administrative officer and thereafter may refer any of the concerns to the school-based team.

**16.50 PROCEDURES**

The administrative officer, the school-based team and the school staff will develop and distribute written procedures regarding the process for referrals under 18.40; the schedule and location of meetings; and the process for establishing and distributing the agenda, minutes and/or recommendations. These procedures shall not be inconsistent with the provisions of Article 18.

ARTICLE 19  
HEALTH AND SAFETY STANDARDS

**19.10 PHYSICAL CONDITIONS & ENVIRONMENT**

**19.11** Classes shall be conducted in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning.

**19.12** Wherever practicable, a class will be relocated when the conditions of Article 19.11 cannot be met.

**19.13** Where an employee acts in compliance with Section 8.24 of the Workers' Compensation Boards **Industrial Health and Safety Regulations** the employee shall not be subject to disciplinary action. Relevant parts of the section state that, "No person shall carry out or cause to **be** carried out any work . . . when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person".

**19.14** When a student of an employee has exhibited biting behavior and there is reason to believe that the student is a Hepatitis carrier and the employee might be considered at risk, the Board will reimburse the employee for Hepatitis B vaccinations (pre and/or post exposure). This provision will only be in effect to the extent that the employee is not eligible for *subsidized* Hepatitis B vaccinations through another public health program available to the employee. Advance notice of the medical condition of such students will be given to the employer by the administrative officer, whenever possible.

**19.20 PORTABLE CLASSROOMS**

**19.21** Normally, no teacher will be required to teach in a portable for more than two consecutive years unless the portable facilities were specifically designed for the teacher's program or unless the teacher requests to stay in the portable.

**19.22** The District Health and Safety Committee will review safety communication needs of teachers who work in remote work locations (i.e., portables, I. E. workshops, One room schools, etc.) or with students with severe medical conditions, and will report back to the parties before January 1, 1994. The committee should:

**19.221** Survey and audit the experiences of such teachers over a reasonable period of time.

**19.222** Discuss concerns with WCB and involve **WCB**, immediately, in any case where the statutory threshold of undue hazard to the safety of any person exists.

**19.223** Explore strategies used in other school districts and other similar work situations.

19.224 Make specific recommendations, including an order of priority should a phase-in program be feasible and necessary.

**19.225** Upon completion of this review, these recommendations will be presented to a joint meeting of the parties with the WCB available to answer questions.

19.226 Explore the possibility of special grants to meet the health and safety needs which are identified. The Health and Safety Committee shall not bind the Board to financial pre-conditions to such grants.

### **19.30 STATUTORY REGULATIONS**

**19.31** The Board will comply with the standards of **and shall** ensure that each workplace is provided with copies of the:

**19.311 Industrial Health and Safety Regulations** to the **Workers' Compensation Act**,

**19.312 Occupational Environment Regulations** to the **Work Place Act** (19741, and

**19.313 Workplace Hazardous Materials Information System** (WHMIS) Information Kits.

**19.32** The parties recognize the authority of the regulatory agency charged with the administration of the statutory regulations identified in Article 19.31 and, in the event of a difference between the parties over whether a regulation is or is not being met, the difference will be referred to the regulatory agency.

**19.33** The Board Policies relating to health and safety will be available at all worksites for the information of staff.

### **19.40 FIRST AID**

**19.41** The Board and the Association shall comply with the Workers' Compensation Board Regulations, and the Board will ensure first aid coverage as provided by the WCB Regulations.

**19.42** The school administration will ensure that the teacher/first aid attendant's class is covered when the teacher/first aid attendant is called out of class to provide first aid services, and

**19.43** Where preparation time is lost by a teacher/first aid attendant while providing first aid services, or by another teacher by covering the class of a teacher/first aid attendant who is providing first aid services, such lost time will be compensated in accordance with Article 25.60.

#### **19.50 HEALTH AND SAFETY MONITORING**

**19.51** Specific health and safety concerns shall be reported to the School's Health and Safety Committee.

**19.52** If the Committee is unable to resolve the concern, the matter shall be referred by the Committee to the District Health and Safety Committee.

#### **19.60 SCHOOL CLOSURE**

When a school has been without water, electrical power, or heating service for two (2) hours or more the administrative officer in charge will, if circumstances warrant, order the school or affected part to be closed in accordance with Board Policy 5207 and Regulation 5207-1 (as of January 1, 1989).

#### **19.70 STUDENT MEDICATIONS/TREATMENT**

**19.71** The regular administration of medication to students shall be in accordance with Policy 9610 and Regulation 9610-1 (January 1989).

**19.72** An adequate supply of disposable gloves and disinfectant shall be provided in each school where people are required to deal with students' blood or other body fluids.

**19.73** Where a school is advised that a student has a condition which may require medical attention or procedures while the student is at school, the parents/guardians will be asked to provide the school with a copy of the physician's instructions with respect to such medical attention or procedures, which information will be made available, on receipt, to those employees who have regular contact with the student.

#### **19.60 EARTHQUAKES**

The Board shall ensure that an earthquake preparedness and earthquake education plans are in place for the staff and students in each work location in accordance with Board Policy 5208 and Regulation 5208-1 (as of November 1, 1990).

## **19.90 EMERGENCIES**

Association members have a duty to render assistance in an emergency.

## **ARTICLE 20 WORKING AND LEARNING ENVIRONMENT**

### **20.10 CONCEPT**

The Board and the Association continue to support the concept of a working and learning environment that is non-sexist, non-racist and that fosters human rights through affirmative action and multicultural programs:

### **20.20 AFFIRMATIVE ACTION**

The Board and the Association support the concept of Affirmative Action as an overall encompassing strategy in achieving a non-sexist and non-racist working and learning environment. Inherent in the concept of Affirmative Action are the following commonly accepted understandings:

**20.21** Affirmative action is designed to ameliorate overt or systemic discrimination suffered by identifiable groups such as:

- Women
- The disabled
- Visible minorities
- First Nations

**20.22** Affirmative Action will have an impact on both the working and learning environment and will affect both **organizational** and interpersonal behaviour.

**20.23** Affirmative Action depends upon the development and implementation of policy, regulations, and educational programs.

**20.24** Affirmative Action requires the clear delineation of roles, responsibilities and accountability mechanisms.

**20.25** Affirmative Action requires monitoring procedures to determine continuing efficacy of the program.

**20.26** Affirmative Action requires organizational goal statements some of which may trigger budgetary appropriations.

### **20.30 AFFIRMATIVE ACTION COMMITTEE**

**20.31** The parties will participate in an Affirmative Action Committee initially comprised of three (3) representatives of the Board, at least one (1) of whom shall be a trustee, and three (3) representatives of the Association.



20.32 The parties will invite the participation of two (2) representatives of the Canadian Union of Public Employees, Local 728, and one (1) representative of the Surrey Administrators' Association as full members of the committee.

20.33 The Committee's initial term will be until June 30, 1994.

#### **20.40 AREAS OF STUDY**

The committee will review Affirmative Action issues, including:

**20.41 Personnel Practices:** such as assignment, recruitment, hiring, promotion, leadership training, retraining incentives and programs, and in-service;

**20.42 Curriculum and Resources:** such as specific teaching resources, guidelines for selection of material, and necessary in-service; and

**20.43 School and District Environment:** such as the equality of opportunity for students, curricular and extra-curricular activities, policy on discrimination, and equality of access to all programs and services.

#### **20.50 RESOURCE PANELS**

In the furtherance of its work, the committee may establish a resource panel or panels. Such panel(s) will be representative of groups within the district which would be affected or assisted by any Affirmative Action programs that might be implemented within the district.

#### **20.60 REPORTS**

**20.61** The Committee will meet regularly and will report at least annually.

20.62 Such reports may contain any recommendations which the Committee deems appropriate including recommendations with respect to the policies and practices of the participating groups, goals, timelines and monitoring procedures.

20.63 The reports and recommendations of the Committee will be directed to the principals of the parties represented on the Committee for appropriate action.

#### **20.70 RESOURCES**

The Board shall provide reasonable assistance to the Committee to help it to carry out its mandate.

**20.60 CLASS MAKE-UP**

Assignment to classes/courses on the basis of gender shall be made only for the purpose of achieving gender balance within a class.

**ARTICLE 21  
DISCRIMINATION OR HARASSMENT**

**21 ENVIRONMENT**

The Board and the Association recognize the right of all persons to work, learn, conduct business and otherwise associate in an environment which is free of discrimination or harassment.

**21.20 DEFINITIONS**

**21.21 Discrimination** is defined as any action which is based upon a person's race, colour, creed, age, sex, sexual orientation (i.e., heterosexuality, **homosexuality**, bisexuality, celibacy), religion, political **affiliation**, health, physical handicap, national origin, marital status, or whether the person has children. Bona **fide** occupational requirements provided for in Section **6** of the **Human Rights Act** or as agreed to by the parties are not considered to be discrimination.

**21.22 Sexual harassment** is defined as **inappropriate** comments or inappropriate conduct of a sexual nature, but may include a single sexual advance that includes or implies a threat and may include a reprisal made after a sexual advance is rejected.

**21.23 Harassment** is defined as inappropriate **behavior** which could reasonably be interpreted as intimidating or threatening.

**21.30 CONFIDENTIALITY**

Discussions regarding an allegation of discrimination or harassment shall be confidential, save in grievance/arbitration procedures.

**21.40 FILING A COMPLAINT**

**21.41** Complaints regarding discrimination or harassment are to be filed with the Association member's immediate supervisor; PROVIDED HOWEVER that if the immediate supervisor is the respondent concerned, the Association member is to **file** the complaint with an appropriate district supervisor.

**21.42** In the event that a non-member of the Association has the complaint with a person acting in an Association capacity, the complaint will be filed with the President.

**21.50 BOARD ACTIONS**

**21.51** If the supervisor with whom the complaint is filed is unable to resolve the matter it will be referred to an appropriate management representative at the next higher level.

**21.52** Where discrimination or harassment has occurred the Board will take appropriate action, which may include disciplinary action against the offender.

**21.53** Normally, an employee who has been sexually harassed will not be transferred unless that person requests a transfer.

**21.60 CO-OPERATION**

**21.61** The Association will co-operate with Board actions taken to rectify any instance of discrimination or harassment; PROVIDED HOWEVER that

**21.62** The Association's commitment to co-operate shall not prejudice its right to grieve the Board's actions as arbitrary or improper.

**21.70 SEXUAL HARASSMENT PROTECTION**

**21.71** An Association member who makes a complaint of sexual harassment shall have the right to take a leave of absence for a reasonable period of time at any time after making the allegation.

**21.72** In the event that the complaint is found to be without reasonable foundation, or the complaint is abandoned, the leave shall be without pay. Otherwise the leave shall be without loss of pay.

**21.60 ALLEGATIONS OF RACISM OR SEXISM**

Any allegation of racism or sexism within the school district which is not covered by other provisions of this agreement will be investigated by the Superintendent or designate, and the results reported to the Board and the Association.

**ARTICLE 22  
CLASS SIZE**

**22.10 OBJECTIVE**

To provide class sizes that are conducive to effective learning situations, the class size guidelines provided herein will become effective July 1, 1991.

**22.20 CLASS SIZE GUIDELINES**

**22.21 Initial Class Size:** Subject to Article 22.32 staffing plans for the commencement of the school year shall be based upon the levels indicated in Article 22.22.

22.22 Where possible to do so, classes will be established by the first week of October. Maximum enrollment in regular classes shall be:

22.221	Primary 1 (Kindergarten)	20 students
22.222	Primary Split/Multi-age (Grades 1-3)	23 students
22.223	Primary 2-4 (Grades 1-3)	25 students
22.224	Primary 4/Intermediate 1 (Grade 3/4 split)	25 students
22.225	Intermediate Split/Multi-age (Grades 4-7)	27 students
22.226	Intermediate 1-4 (Grades 4-7)	29 students
22.227	Secondary English Class	25 students
22.226	H.E. Labs & I.E. Shops	24 students
22.229	Secondary Class (Grades 8-12)	30 students

**NOTE** Effective June 30, 1994, Article 22.225 will be amended to provide for 26 students.

**22.23 Special Education Classes**

The district will employ a number of teachers for special classes which as of September 30 of each school year is no less than:

22.231	Educable Mentally Handicapped (EMH) or Secondary Multi-category (TMH & EMH)	1 FTE per 12 students
22.232	Educational Continuance Program or Elementary Multi-category (TMH & EMH) or Primary Language or Regular Alternate	1 FTE per 10 students
22.233	Princess Margaret Alternate	1 FTE per 9 students
22.234	Severe Learning Disabled Alternate or Social Development or	

- |               |   |                         |
|---------------|---|-------------------------|
|               | Trainable Mentally Handi-<br>capped (TMH)   | 1 FTE per<br>8 students |
| <b>22.235</b> | Multi-category (Including TMH/<br>Autistic/Severe Profound)<br>or Multi-handicapped | 1 FTE per<br>7 students |
| <b>22.236</b> | Multi-category (Including<br>Autistic, Dependent,<br>Severe Profound)               | 1 FTE per<br>6 students |
- 22.24 Resource and Tutorial Rooms**
- 22.241 The district will employ a number of teachers for Special Education Resource and Tutorial Rooms which as of September 30 of each school year is no less than:
- |                |   |   |
|----------------|---|---|
| 22.2411        | Multi-category (EMH & SLD)<br>Resource Room or<br>Multi-category (TMH & EMH)<br>Secondary Resource Room or<br>Physically Handicapped<br>Resource Room | 1 FTE per<br>12 students  |
| 22.2412        | Severe Learning Disabled<br>(SLD) Resource Room   | 1 FTE per<br>12 students<br>+ 0.5 Teacher<br>Assistant                                  |
| 22.2413        | Multi-category (EMH & SLD)<br>Tutorial or<br>Multi-category (TMH & EMH)<br>Elementary Tutorial or<br>Severe Learning Disabled<br>(SLD) Tutorial       | 1 FTE per<br>10 students  |
| <b>22.2414</b> | Career Education for<br>Learning Disabled (SLD)   | 1 FTE per<br>14 junior<br>secondary<br>students &<br>15 senior<br>secondary<br>students |
- 22.242 Each Resource Room (other than SLD in Article 22.2412, above) will receive teacher assistant support.
- 22.243 A student who falls within one of the above groups and is also physically handicapped shall be counted as falling within the applicable group listed above.
- 22.25 Integration of Students With Special Needs:** In accordance with Article 23.22 an administrative officer shall make reasonable efforts to ensure that unreasonable numbers of E.M.H., S.L.D., and

Severe Behaviour students are not placed in any one "regular" class, and in any event:

22.251 Not more than two (2) low incidence students with special needs (See Article 2.60) will be enrolled in a "regular" class.

22.252 Not more than one (1) high incidence (Severe Behaviour) student with special needs will be enrolled in a "regular" class.

22.253 When a high incidence (Severe Behaviour) student-with special needs is enrolled in a "regular" class, only one (1) low incidence special education student may be enrolled in that class.

22.254 When low incidence **and/or** high incidence (Severe Behaviour) students with special needs are enrolled in a "regular" class, that class will be smaller than the guidelines and the flexibility factor in Article 22.30 will not **a p p l y** .

22.26 Home education students attending school will be included in the student count of each class in which the home education student is enrolled.

#### **22.30 FLEXIBILITY FACTOR**

**22.31** When additional students enrol after the first week in October the guidelines may be exceeded by up to:

**22.311** Two (2) students in primary classes (including K).

**22.312** Three (3) students in intermediate classes.

22.32 At any time during the school year the guidelines may be exceeded by up to three (3) students in a secondary class but in such event the total teaching load of any secondary teacher thus affected shall not exceed the sum of the guidelines for the classes taught by that teacher during the year.

#### **22.40 SAFETY FACTOR**

Where safety is a factor the number of students in a laboratory, shop or other **specialized** classroom shall not exceed the number for which the facilities were designed and in no case shall the number of students exceed the class size limits in Article 22.22.

#### **22.50 OTHER FACTORS**

In the case of dual, gradual or phased entry, the class size limits shall be honoured at both entry points.

**22.60 NON-ENROLLING EMPLOYEES**

The case load/work load of non-enrolling employees will not increase above those in effect as of September 1990. See attached Letter of Understanding at Appendix D.

**22.70 EXCEEDING CLASS SIZE MAXIMA**

Classes may exceed these limits in the following circumstances:

**22.71** For educational purposes, in Band, Choir, P.E. or other **specialized** classes where the teacher has so requested, or

**22.72** Where the member(s) of a school staff, after consultation with the Association, who is (are) affected by a class size situation choose to exceed the guidelines for educationally sound reasons.

**22.60 EXTERNAL CONSTRAINTS**

The provisions of this Article shall be in place save and except where external financial constraints are imposed upon the Board, in which case the guidelines may be exceeded, as required, in whole or in part.

**ARTICLE 23  
INTEGRATION**

**23.10 INTEGRATION SUPPORT**

Integration Support Teachers will be employed by the Board to assist with and facilitate integration.

**23.20 INTEGRATION PLACEMENT**

When the integration of students with special needs is planned:

**23.21** The teacher in whose class the student is to be integrated and the school-based team shall be consulted and involved in the placement decisions.

**23.22** Class composition, physical space, supply and equipment requirements shall be major considerations.

**23.23** Accessibility, safety procedures, medical needs and support service requirements, relative to the severity of the student's disability, will all **be** taken into consideration.

**23.24** Program implementation will be in accordance with the **School Act** and, as such, a joint responsibility between the integration support teacher or school-based special education teacher and the integrating

### **23.30 REFERRALS**

**23.31** Referrals to the school-based team may be made by the student's parents or guardians, the student (if appropriate), teachers of the student, an administrative officer of the school, the Special Education Department or appropriate external agencies.

23.32 Further referral to a district level placement review meeting may be made by the school-based team. (See Article 18)

### **23.40 RELEASE TIME**

23.41 As determined by the Head of Student Services or the appropriate District Principal and in consultation with the school's Principal, release time for teachers of students with special needs:

**23.411** Will be granted to develop an individual educational plan (IEP) for students with special needs in the "Low Incidence" category and in the Severe Behavior "High Incidence" category.

**23.412** May be granted to develop an individual education plan for students with special needs in the "High Incidence" SLD and EMH categories.

23.42 As determined by the Head of Student Services or the appropriate District Principal and in consultation with the school's Principal, teachers of students with special needs may be granted release time required to:

**23.421** Where practicable, visit students with special needs in the student's environment.

23.422 Receive integration and/or special education in-service, both prior to integration and on an ongoing basis.

23.423 Consult with other staff and resource persons regarding student needs, program planning and to evaluate program effectiveness.

### **23.50 INTEGRATION RESPONSES AT THE SCHOOL LEVEL**

A joint committee, comprising three (3) representatives of each party, will meet to distribute \$500,000.00 to schools for the 1993-94 school year. Each school-based team will set priorities and determine the best use of its school fund for integration purposes. For example, the fund may be used for teacher consultation, in-service, professional development, integration



preparation, or supplementary materials. The integration purpose to be served by each expenditure shall be recorded in the minutes of the applicable meeting of the school-based team.

**ARTICLE 24  
SCHOOLS REQUIRING ADDITIONAL RESOURCES**

In the event that the Ministry of Education provides targeted funding for schools based upon criteria similar to that outlined in the Joint Committee Report on Schools With Special Needs of 1992-10-15, then the parties will meet to discuss possible uses for the targeted funds.

**ARTICLE 25  
PREPARATION TIME**

Teachers will be entitled to preparation time as follows:

**25.10 SECONDARY**

Full-time secondary teachers shall be entitled to a minimum of twelve and one half percent (12.5%) of total instructional time when averaged over the school year, for purposes of preparation.

**25.20 SECONDARY- PART-TIME**

**25.21** In secondary schools, preparation time for eligible part-time teachers will be a function of time taught and will be reflected in the appointment in accordance with the formula:

$$\frac{\text{\# Blocks taught}}{\text{\# Blocks in annual full-time load}} \times 100,$$

rounded to the nearest whole percent.

**25.22 For example,** where the full-time teaching load over the full year is 7 teaching blocks, full year appointments would be:

<u>Blocks taught</u>	<u>Appointment</u>
7	100%
5	86%
	71%

4	57%
	43%

**NOTE:** No preparation time under 40% but for posting purposes the appointment would be:

2	25%
1	13%

**25.30 SECONDARY SEMESTERED**

Where a teacher is hired to teach for a single semester in a semestered secondary school the teacher will be paid in lieu of preparation time as follows:

<u>Blocks taught</u>	<u>Appointment</u>
4	114%
2	86%
	57%

**NOTE:** No preparation time under 40% but for posting purposes the appointment would be:

1	25%
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**25.40 ELEMENTARY**

**25.41** Full-time elementary teachers shall be entitled to a minimum of ninety (90) minutes per week as of July 1, 1991 and one hundred (100) minutes per week as of June 30, 1994 for purposes of preparation.

**25.42** Normally, such time shall be allocated in blocks of thirty (30) minutes duration but shall be no less than twenty (20) minutes duration.

**25.43** Part-time teachers working forty percent (40%) or more of full-time shall receive preparation time prorated according to their FTE status and assignment.

**25.50 NON-ENROLLING**

Non-enrolling teachers (e.g., counsellors, teacher librarians, etc.) shall receive preparation time prorated according to their FTE status and assignment.

**25.60 LOST PREPARATION TIME**

Where an employee loses preparation time as a result of system-imposed factors such as covering other classes when a teacher-on-call is not available or in an emergency situation (e.g., see Article 19.43):

**25.61** The administrative officer will maintain a record of any such loss and the reason therefore,

**25.62** The employee will initial this record,

**25.63** The employee shall be entitled to compensatory preparation time at a time agreed to as convenient to the school administration and the employees concerned,

25.64 A summary of all preparation time which has been lost and which has not yet been repaid will be forwarded on the last school day of each month to the Human Resources Department, with a copy given to the school staff representative.

25.65 After the accumulated lost preparation time for a school reaches a full school day the administrative officer will consult the employee(s) concerned and the Human Resources Department to arrange for a teacher-on-call to be dispatched to repay the lost preparation time.

25.66 In the event that an employee has not been repaid for lost preparation time by the end of the school year the employee will carry this credit forward into the next school year.

#### **25.70 TIMETABLING FACTORS**

Where employees lose preparation time because of statutory holidays, in-service activities, non-instructional days or the like falling on a day when the employees' preparation time is normally scheduled:

25.71 Schools may make reasonable internal arrangements acceptable to the administrative officer and the employees affected to distribute the effects of the reduced preparation time in an equitable manner, but

25.72 This time will not be made up as lost preparation time under Article 25.60.

### **ARTICLE 26 TECHNOLOGICAL CHANGE**

Sections 74 through 78 of the former **Industrial Relations Act**, RSBC 1979, c.212 shall govern relationships between the parties in respect matters relating to technological change, providing however, that Section 78 is to be read as if it also contained a subsection (c), reading:

- (c) a substantive change in instructional methods or processes.

**ARTICLE 27**  
**PROGRAM/JOB DESCRIPTIONS**

**27.10 PURPOSE**

The provisions of this Article will apply when program/job descriptions are required for positions which require special training or specific experience, or which fall under the umbrella of associated professionals and teachers not enrolling a class.

**27.20 PROGRAM/JOB DESCRIPTION COMMITTEE**

**27.21** A committee will be established, comprising three (3) representatives appointed by the Board and three (3) representatives appointed by the Association.

**27.22** The Committee will be appointed annually.

**27.23** The mandate of the Committee will be to develop and maintain a District Handbook of Program/Job Descriptions which have been created pursuant to this Article.

**27.24** Upon the written request of a party described in Article 27.41, the Committee will assist with the development of program/job descriptions.

**27.25** The Committee shall report to the parties as the committee members may deem appropriate.

**27.26** The Board shall assume the reasonable costs of publishing the Handbook.

**27.30 PROGRAM DESCRIPTION**

The program description will include the following aspects of the program concerned:

**27.31** A statement of program purpose,

**27.32** A description of Ministry and Board program origins,

**27.33** A description of modification procedures outlining the rationale for any modification of Ministry or Board guidelines for the program and the procedures to be followed to institute and implement modifications.

**27.34** A description of the program model endorsed by the district.

**27.40 JOB DESCRIPTIONS**

The job description will include the following aspects of the specific job concerned:

**27.41** A description of the school level delivery model selected from Article 27.34, including procedures to be followed when selecting a school level service model through trilateral consultation with equal input from administrative officers, classroom teachers, non-enrolling teachers and associated professionals.

27.42 The minimum academic qualifications and teaching experience required,

27.43 The preferred qualifications and experience, and

27.44 The reporting structure, detailing to whom the personnel are accountable in the execution of their assigned duties.

#### **27.50 DEVELOPMENT PROCESS**

27.51 When a program/job description is required for an identified area it will be developed jointly by the administrative officer or program supervisor appointed by the Board and representative(s) of the program appointed by the Association.

27.52 All proposed program/job descriptions will be reviewed by the Program/Job Description Committee before inclusion in the Handbook.

#### **27.60 AMENDING DESCRIPTIONS**

An existing job description will be reviewed in accordance with Article 27.50 when Ministry or Board guidelines for a program are modified or when the Program/Job Description Committee requests a review.

### **ARTICLE 26 SENIORITY**

#### **26.10 CONTINUOUS SERVICE**

Seniority is determined by the length of continuous service with the Board as defined below.

#### **26.20 SERVICE DEFINED**

Continuous service is defined as time:

26.21 On a continuing contract,

26.22 On probation,

26.23 On a temporary contract prior to January 1, 1991, providing that any break between the end of the temporary contract and the members' appointment to a continuing contract did not exceed two (2) years,

26.24 On loan or ~~secondment~~,

26.25 On approved leaves of absence,

26.26 On illnesses covered by the BCTF Salary Indemnity Fund,

26.27 On the district's layoff/recall list, and

28.28 Will be adjusted upon being newly hired on a continuing contract status by backdating the date of hire to recognize accumulated service in accordance with Articles 28.29 and 28.31.

28.29 Effective September 1, 1988, teachers-on-call shall accumulate seniority for time worked in any long-term assignment.

**28.30 CLARIFICATION**

28.31 For the purposes of accumulation of seniority of teachers-on-call, eighteen (18) days shall equal 1 month to a maximum of ten (10) months seniority in one school year.

28.32 For the purposes of this Article, continuity of service shall be deemed not to have been broken by resignation for purposes of parenthood.

**28.40 SENIORITY LIST**

28.41 The name, current school number and starting date of each Association member will be maintained on a seniority list.

28.42 The list will be maintained in increasing order of years, months and days of continuous service. Seniority of teachers-on-call will be shown on the basis of the number of accumulated days.

**28.50 TIE-BREAKERS**

28.51 Where two or more Association members have the same length of service, the Association member with the greater number of days accumulated in long-term teacher-on-call assignments with the district prior to appointment shall be deemed to have the greater seniority.

28.52 Where two or more Association members have the same length of service, their order of seniority will be determined by the date and time of receipt of their acceptance of an appointment.

**28.60 POSTING OF SENIORITY LIST**

28.61 The seniority list will be updated and maintained by the Board. Copies will be distributed to the Association and the Association representative in each workplace by November 30 and March 31 of each year.

28.82 Errors in the seniority list must be brought to the attention of the Superintendent's office within thirty (30) calendar days of the list's publication.

28.63 Corrections shall be effective as of the date of notification and shall be included in the next publication of the seniority list.

28.64 Subject to corrections pursuant to Article 28.62, the most recent seniority list will be used for seniority related provisions other than for lay-off and recall purposes.

**28.70 REVIEW**

Where any disagreement exists with respect to service, the matter will be referred to the President or designate, and the Superintendent or designate, whose decision shall be final.

**ARTICLE 29  
HIRING PRINCIPLES**

**29.10 RESTRICTION**

An employee's willingness or unwillingness to participate in extra-curricular activities will not be a criterion in determining necessary qualifications.

**29.20 NON-TEACHING VACANCIES**

Vacancies for positions which do not require a valid and subsisting teaching certificate of qualification as a condition of employment and for which the Association is the recognized bargaining agent shall be posted in all workplaces in which Association members are employed.

**29.30 TEACHING VACANCIES**

**29.31** Each vacancy which requires a valid and subsisting teaching certificate of qualification as a condition of employment will be filled by a teacher on a continuing contract of employment. Newly-hired employees will be given either a continuing assignment or a term specific assignment, as specified in Article 31.80.

**29.32** When vacancies occur, consideration will be given, in order, to:

29.321 Teachers-on-call currently working for the district, and then

29.322 Applicants from outside of the bargaining unit.

**29.33** "Consideration" as used in Article 29.32 includes a review of an applicant's submitted qualifications, experience (and, where applicable, service with the district) and evaluation reports; and, where suitability is indicated by the foregoing, "consideration" also includes an interview and reference checks.

**29.40 CONVERSION OF TEACHERS-ON-CALL**

**29.41** Where the Board expects a teacher to be absent for more than seventy-five (75) consecutive days in a school year the replacement teacher will be offered a continuing contract of employment with a term specific assignment except where the Board fills the vacancy in accordance with Article 31.80.

**29.42** Where a teacher-on-call completes seventy-five (75) consecutive days in the same long-term assignment, the teacher-on-call shall be granted a continuing contract of employment with a term specific assignment, retroactive to the date on which the teacher-on-call commenced the assignment. In such cases, however, benefits other than MSP and EHB shall not be made retroactive.

**29.50 LETTER OF PERMISSION**

Teachers will only be appointed under a Letter of Permission after a district advertisement for a position has produced no qualified applicants (See also Article 2.70).

**29.80 OFFER OF EMPLOYMENT**

**29.61** All offers of employment must be confirmed through the District Principal (Personnel) or designate, AFTER WHICH

**29.62** The applicant shall have 48 hours to accept the offer of employment, AND

**29.63** Normally, the Board shall confirm the appointment in writing within 48 hours of the acceptance.

**ARTICLE 30  
JOB SHARING**

**30.10 DEFINITION**

**Job sharing** shall refer to two employees who elect to share a full-time position. Normally, the position will be shared 60/40 or 50/50.

**30.20 REDUCTION OF ASSIGNMENT**

An employee who moves from full-time to a job sharing assignment will be a full-time employee on an approved leave for the percentage of time not worked.



### **30.30 PARTNERSHIPS**

**30.31** When a job sharing partnership is proposed the two employees must make written application (unless agreed otherwise by the employees and the principal), by April 1, to the principal with a copy to the Human Resources department.

**30.32** The principal shall provide the applicants with a written approval or rejection at least two weeks before the scheduled circulation of vacancies under Article 31.41. Proposals to job share shall not be denied unreasonably.

**30.33** In the event that two employees who have no guaranteed assignment (under Article 40.15) are simultaneously returning from leave, they may make a proposal as a partnership to the Human Resources department to share an assignment.

**30.34** Where a partnership has been approved under Article 30.32, then the two employees may jointly apply for vacancies as a partners&The selection will be pursuant to Article 33.60. The proposed partnership shall not be denied unreasonably.

**30.35** Where a partnership has been approved, that partnership shall not be dissolved prior to the end of the school year (except with the approval of the Human Resources department and the President).

### **30.40 RENEWAL**

Job shared positions shall be reviewed annually.

### **30.50 APPLICATIONS**

Applications should include proposals on:

**30.51** The schedule/timetable of each partner,

**30.52** The percentage of assignment applicable to each partner,

**30.53** The division of responsibilities,

**30.54** The method of planning between the partners to ensure continuity of instruction and consistency in the classroom.

**30.55** The method of communicating to students and parents about course planning and student evaluation.

**30.56** The methods of representation at staff meetings, parent conferences, staff development and in-service training.

### **30.60 PREPARATION TIME**

Preparation time will be shared with the full knowledge and consent of the job sharing partners.

**30.70 SENIORITY**

The seniority of the job sharing team shall be the same as that of the more senior partner.

**30.80 DISSOLVING PARTNERSHIPS**

Where a job sharing partnership has not clarified, within the job sharing application, who will retain the position upon dissolution of the partnership, then when the job sharing arrangement is dissolved:

**30.81** The employees shall, in order of seniority, be given the right of refusal of the former shared position, THEREAFTER,

**30.82** The employees will be placed in accordance with Article 33.81 (return from leave of absence).

**30.90 BENEFITS**

Benefits will be established as in Article 8.40.

**ARTICLE 31  
TRANSFER TIMELINES**

**31 PREPARATION**

**31.11** After consultation with the Association, the Human Resources Department will issue instructions and timelines in preparation for the annual transfer process by March 15th of each year.

**31.12** These instructions and timelines will not be altered during the transfer process without consultation with of the Association.

**31.20 SCHOOL LEVEL**

**31.21** The administrative officer responsible will determine, after consultation with the staff committee (and affected departments pursuant to Article 37.32) and in accordance with Article 33.30. the educational program needs of the school and report these to the Human Resources Department by April 15th of each year.

**31.22** Internal reassignments may be granted in accordance with Article 33.20 before an administrative officer informs the Human Resources Department of the vacancies for Round #1.

**31.30 ADMINISTRATIVE TRANSFERS**

The Board will announce the known appointments, assignments and transfers of administrative officers

by May 1st of each year in order that employees considering applying for a vacancy may know who is expected to constitute the administrative complement of a school or other facility.

**31.40 TRANSFERS: ROUND #1**

**31.41** Catalogue of Vacancies #1 and a supply of application forms will be distributed to all facilities where teachers are employed. Applications will be open for seven (7) calendar days to all current employees including those on a leave of absence.

**31.42** Applications must be submitted to the Human Resources Department by 4:30 on the closing date as indicated in the catalogue.

**31.43** Within seven (7) calendar days of the deadline for applications in Round #1, the Board shall award positions in accordance with Article 33.60.

**31.44** Except where the posting otherwise indicates, the successful candidate will be awarded a continuing assignment.

**31.45** Internal reassignments may be granted in accordance with Article 33.20 before an administrative officer informs the Human Resources Department of the vacancies for Round #2.

**31.50 TRANSFERS: ROUND #2**

**31.51** All vacancies created or remaining after Round #1 will be published in Catalogue of Vacancies #2.

**31.52** Catalogue of Vacancies #2 and a supply of application forms will be distributed to all facilities where teachers are employed. Applications will be open for seven (7) calendar days to all current employees including those on a leave of absence.

**31.53** Within seven (7) calendar days of the deadline for applications in Round #2, the Board shall award positions in accordance with Article 33.60.

**31.54** Except where the posting otherwise indicates, the successful candidate will be awarded a continuing assignment.

**31.55** Internal reassignments may be granted in accordance with Article 33.20 before an administrative officer informs the Human Resources Department of the vacancies remaining or created by Round #2.

**31.60 PRE-EMPTIVE PLACEMENT**

Previous to posting all vacancies created by, or remaining after Round #2, or which arise as amendments to Catalogue of Vacancies #2, the Board will place:

**31.61** Employees who have had continuing assignments and have not yet been placed by Human Resources under Article 33.80, THEN

**31.62** Employees with term specific assignments who have not bid successfully for vacancies in Round #1 and Round #2 will be awarded a continuing assignment should such a position exist (See also Article 2.70).

**31.70 HIRING: ROUND #3**

**31.71** Where vacancies remain or become available after the process set out in Articles 31.50 and 31.60, they will be advertised through Staff Bulletins, which will be distributed to all district facilities where teachers are employed. Each Staff Bulletin will identify the closing date for applications and the date when the position will be awarded.

**31.72** When vacancies occur, consideration will be given (See Article 29.33), in order, to:

**31.721** Teachers-on-call currently working for the district, and then

**31.722** Applicants from outside of the bargaining unit.

**31.80 RE-POSTING VACANCIES**

**31.81** Any vacancy posted after the distribution of Catalogue of Vacancies #2 and before publication of Catalogue of Vacancies #1 in the subsequent year will be filled by awarding a term specific assignment which, when the position will continue to exist, will be re-posted in Catalogue of Vacancies #1 in the following Spring, HOWEVER

**31.82** Where the vacancy was advertised in Round #2 and there were no applicants (or in the case of district-based positions, fewer applicants than the number of vacancies advertised) with the necessary qualifications, the successful candidate will be given a continuing assignment which will not be re-posted.

**31.90 TRANSFER GRIEVANCES**

The parties agree that wherever possible disputes over transfers should be resolved before the start of a new school year. To this end the parties will pre-arrange an expedited arbitration procedure in accordance with Article 58.40 in order to assure the earliest possible resolution of grievances that may arise out of the transfer process. Every reasonable effort will be made to resolve these differences by July 15th.

**ARTICLE 32  
SYSTEM INITIATED TRANSFERS**

**32.10 FORCED TRANSFER .**

**32.11** The term forced transfer refers to an employee on a continuing assignment being designated for transfer because of a shift or decline in the enrollment in a school or subject area.

**32.12** Where a full-time employee is based in more than one school and the allotment changes so that the assignment will be more than 100%, the employee will be offered a forced transfer as soon as the allotments are known.

**32.13** The staff committee of the affected school and the Association will be given the names of all forced transfers as soon as they are identified.

**32.14** Employees identified for forced transfer who have not bid successfully for vacancies in Round #1 and/or Round #2 will be placed previous to Round #3 in a position comparable to the one held prior to the forced transfer.

**32.15** When an employee is informed of a pending forced transfer after the start of Round #2 and before the start of Round #1 in the subsequent school year, the Board will place the employee in a position comparable to the one held prior to the forced transfer.

**32.16** When an employee is to be forced transferred, the employee will advise the Human Resources Department of the employee's subject, grade and geographical preference on a form agreed to by the Association and the Board. The Board will consider this when forced transferring the employee.

**32.20 REDUCTION IN FORCE**

**32.21** Where declining enrollment in a school necessitates a reduction in the school's teacher complement the principal after consultation with the staff committee will:

**32.211** Determine the educational program needs of the school,

**32.212** Poll the teaching staff to determine whether the matter will be resolved by the expiry of a term specific assignment or by teacher plans for leave, retirement or resignation.

**32.213** Match the educational program needs of the school with the necessary qualifications of school staff members. This process may

require employees to teach courses or grade levels they are qualified to teach but which might not have been their preference.

32.22 When the surplus area is determined, employees in that school may choose to volunteer, in order of seniority, for transfer to an available vacancy, otherwise

32.23 Those employees judged to be the most surplus to the school will be designated for forced transfer, in reverse order of seniority.

32.24 If the designated employee is not a volunteer, the rationale for designating the employee as most surplus shall be communicated to the employee, in writing, with a copy to the Association, before the transfer is initiated.

32.25 Employees on term specific assignments who are designated as surplus are not eligible for transfer under Article 32.22.

### **32.30 NEW OR REORGANIZED SCHOOLS**

32.31 The provisions of Article 32.20 shall apply and staff identified as surplus shall be designated for forced transfer where:

32.311 The opening of a new school results in a decrease in enrollment and a subsequent reduction in the staff of the parent school,

32.312 Two schools are amalgamated resulting in a surplus of staff, or

**32.313** An existing school is replaced by a new school or by being moved to a new site, and fewer staff are required in the new location.

32.32 Vacancies in new schools which will be opened during the following school year will be posted in a special Staff Bulletin in the Spring. The posting will:

**32.321** Identify the administrative officer, if known,

32.322 Be open to all employees including employees on leave of absence,

32.323 Award these positions at least two (2) weeks before the start of Round #1.

### **32.40 CHANGE OF PERCENTAGE**

Where a part-time assignment increases in percentage, the increase will be offered first to the incumbent. If the position will continue as a full-time position in the following school year it will be re-posted in the following Spring under Article 33.32.

### **32.50 RETURN TO POSITION**

An employee who is transferred for reasons of projected enrollment decline, position reduction or other such factors shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually **materialize**.

### **32.60 TEACHER ORIENTATION**

Where a transfer under Article 32 or Article 34 occurs during the school year, the teacher will be provided with a teacher-on-call for one (1) day, and may be provided with a teacher-on-call for up to three days, so that the teacher can assemble materials at the former school, receive an orientation at the new assignment, and prepare for the new duties before assuming those duties.

### **32.70 CARTAGE OF MATERIALS**

When an employee changes schools during the school year, upon the request of the employee and with reasonable notice, the Board will provide for the **cartage** of materials from the former to the new work location.

## **ARTICLE 33 EMPLOYEE INITIATED TRANSFERS**

### **33.10 SPECIAL TRAINING**

**33.11** Where the necessary qualifications for a position will include special training and/or experience, a job description will be developed in accordance with Article 27 which shall identify the reasonable bona fide requirements which are reflective of the needs of the position.

**33.12** The qualifications for such positions will be circulated each-year in a Staff Bulletin prior to January 15 and will be appended to each Catalogue of Vacancies containing such vacancies.

**33.13** Where there are changes in the required qualifications, new qualifications will not apply to employees seeking a **re-assignment** to a position substantively similar to that which the applicant held at a point during the two (2) years previous to the school year in which the application is made.

33.14 Employees who have an interest in changing their assignment to a position which requires special training or specific experience may apply to the Human Resources Department by January 31 to have their qualifications evaluated. The evaluation will be completed by March 31 and will be a matter of record until the employee applies for the recognition of additional training in a subsequent school year.

### **33.20 INTERNAL REASSIGNMENT**

**33.21** The term "internal reassignment" refers to an employee with a continuing assignment who assumes a vacant position in the same school with a subsequent posting of that employee's position rather than the original vacancy.

**33.22** Once a vacancy is posted it is not subject to change as a result of an internal reassignment prior to the assignment being awarded to the successful applicant. Thereafter, the assignment is subject to change due to normal school reorganization.

**33.23** Before the Human Resources Department is informed of any vacancy in a school the administrative officer will give employees with continuing assignments in that school the opportunity for an internal reassignment.

**33.24** Where an employee wishes to decrease the percentage of time worked and an appropriate part-time position exists in the same school, this change will be handled as an internal reassignment (See also Article 8.20).

**33.25** Where a vacancy initiates a chain of internal reassignments the vacancy which will be posted will be that of the employee receiving the last of the internal reassignments.

**33.26 District-Based Positions:** Successful applicants for district-based positions advertised in Round #1 and Round #2 will not be given specific assignments until employees currently holding similar district-based positions have been given the opportunity for an internal reassignment into the available district-based vacancies. These internal reassignments will take place previous to the beginning of Round #3.

### **33.30 IDENTIFYING VACANCIES**

For the purposes of this agreement "vacancies" will include positions:

**33.31** Which were filled by a term specific assignment which must be re-posted under Article 31.81,



33.32 That were filled as part-time positions in the previous year and which will be full-time positions in the next school year,

33.33 Where an employee has been granted a leave of absence from the position for more than six (6) months within the school year,

33.34 Which will be vacant at the start of the next school year because of known retirements, resignations, terminations or transfers,

33.35 That will be newly-created effective as of the start of the next school year.

#### **33.40 LISTING VACANCIES**

33.41 Vacancy listings will identify the requirements of the position and will include sufficient descriptors to ensure the identification of any unique aspects of a position or work location.

33.42 Any position based at a single school or work location will be posted for that school, only.

33.43 Where a non-enrolling position is multi-school based, the vacancy will be posted and filled as a district-based position.

33.44 Each vacancy will be listed only once in any list of vacancies.

33.45 Where vacancies are filled in accordance with Article 33.80 prior to the publishing of a Catalogue of Vacancies, the position will be identified as having been filled by a forced transfer in that Catalogue of Vacancies.

#### **33.50 APPLYING FOR VACANCIES**

33.51 One application form must be completed for each vacancy for which an employee wishes to be considered.

33.52 Applicants should provide all required details with respect to their qualifications, experience and skills.

#### **33.60 AWARDING POSITIONS**

33.61 From the applications received, the Board shall short list candidates on the basis of seniority from those applicants possessing the necessary qualifications.

33.62 All candidates who are short listed for a vacancy will be advised of the selection criteria.

33.63 The Board will appoint the most senior applicant possessing the necessary qualifications except where it can be demonstrated that a less senior candidate is more suitable.

33.64 Where only one applicant possesses the advertised necessary qualifications, that candidate will be offered the vacancy.

33.65 The successful candidate will be given 24 hours to accept or reject an offer of a transfer.

33.66 Within one (1) week of a selection, administrative officers will advise the Human Resources Department, in writing, of the rationale for the selection of each successful candidate.

33.67 The Human Resources Department will provide the Association with a list of all positions which were awarded to other than the most senior candidate and, on request, will provide the Association with the rationale statements relative to these positions.

### **33.70 NOTIFICATION**

33.71 During the transfer process the Association will receive copies of the Human Resources Department's reports of closed positions, when these reports are published.

33.72 The number assigned to a vacancy will be maintained throughout the transfer process unless there is a substantial change in the position in which case the old vacancy and change will be identified in the posting.

33.73 When the required qualifications for a vacancy are substantively changed after Rounds #1 and #2, employees may apply with the applicants identified in Article 31.72.

33.74 All reports of closed positions will identify the name and school number where the successful candidate is currently based.

33.75 Upon completion of each of Round #1 and Round #2, the Board will publish a list of all successful candidates (including the school and posting number) and will distribute and post a copy of the list in all district facilities where teachers are employed, with a copy to the STARA representative(s) at each facility. The list will indicate the seniority and name of the successful applicant.

33.76 No later than September 15th the Board will provide the Association with a list of all vacancies which have been filled, the names of the employees appointed thereto, and the Round or step at which each vacancy was filled.

**33.80 PLACEMENT PRE-EMPTS COMPETITION**

Some placements may pre-empt an advertised competition. This may happen in the case of the Human Resources Department placing an employee in a vacancy which is comparable to a position held previously in the case of:

**33.81** Employees returning from a leave of absence who have not bid successfully for vacancies in Round #1 and Round #2,

**33.82** Employees who were identified for forced transfer who have not bid successfully for vacancies in Round #1 and/or Round #2,

**33.83** A Board Initiated transfer under Article 34, or  
**33.84** Agreement, between the Board and the President, with the placement.

**ARTICLE 34**

**BOARD INITIATED TRANSFERS**

**34.10 NOT PUNITIVE**

Notwithstanding the provisions of Articles 31 to 32, the Board may transfer Association members provided, however, that transfers will not be made unreasonably or punitively

**34.20 PRIOR NOTICE**

**34.21** The Superintendent or designate, intending to recommend the transfer of an Association member shall meet with the Association member and the President or designate at the earliest opportunity and not less than ten (10) school days prior to the transfer being effected.

**34.22** At this time the nature of the proposed transfer and the reasons for it shall be communicated, in writing, to the Association member and the President or designate.

**34.30 SPECIAL PURPOSE TRANSFERS**

Where an employee is to be transferred in accordance with Article 41.77, 42.92 or 56.43 the transfer will be completed under the terms of this Article.

**ARTICLE 35**  
**LAYOFF, RECALL AND SEVERANCE**

**35.10 LAYOFF**

**35.11** A layoff is defined as an involuntary reduction, in whole or in part, in the percentage of the employment contract of an employee.

**35.12** When a layoff is effected the employees to be retained shall be those who possess the greatest seniority provided they also possess the necessary qualifications for the positions available.

**35.13** In the event an employee who has received notice of layoff can establish that an employee of lesser seniority has been retained in a position for which the employee who has received notice is qualified, the notice of layoff will be rescinded forthwith.

**35.14** The Board shall give each employee it intends to lay off pursuant to this Article a minimum of thirty (30) calendar days' notice, in writing.

**35.15** Notice will be effected at the end of the school term except where:

**35.151** The layoff results from an employee's completion of a term specific assignment, or

**35.152** A successful appeal necessitates a subsequent layoff.

**35.16** Notice of layoff will contain the reason for the layoff and a list of positions where an employee with less seniority was retained. The Board shall concurrently forward a copy of such to the Association.

**35.17** With the notice of layoff, the Board will include a **CLAIM OF NECESSARY QUALIFICATIONS** form, as agreed upon by the parties. The employee should return the form within two (2) weeks of receiving layoff notice and should provide supporting rationale for the grade levels and/or subject areas for which the employee believes they are qualified. If this form is not returned the employee will be recalled predicated on the Board's record of the employee's necessary qualifications.

**35.16** Provided an employee in receipt of layoff possesses the necessary qualifications and wishes to accept a position at a decreased percentage of employment:

**35.161** The laid-off employee may claim the position of a more junior employee, HOWEVER

**35.162** Where more than one employee at the lesser percentage of employment is junior to

the laid-off employee the laid-off employee may only claim the position of the most junior employee, BUT

35.163 An employee exercising this right may not claim only a part of a less senior employee's assignment.

**35.20 RECALL LIST**

The name of an employee who had been employed on a contract and who has been laid-off will be maintained on a recall list, subject to the following provisions:

35.21 Employees on the recall list will be responsible for advising the office of the Superintendent of any changes in address or telephone number to ensure that they can be contacted readily, and of changes in their qualifications to ensure they are considered for vacancies which might arise. An employee on layoff may apply for leave of absence for purposes such as parent-hood leave, to attend university, DND positions, etc.

35.22 When a position becomes available, the Board shall first offer, in writing, re-engagement to the employee who has the **most** seniority among those laid-off pursuant to this agreement, provided that employee possesses the **necessary** qualifications for the available position.

35.23 If that employee declines the offer, the position shall be offered to the employee with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled.

35.24 All positions shall be filled in this manner while there are employees who have been laid-off pursuant to this agreement remaining on the list.

**35.30 OFFER OF RE-ENGAGEMENT**

35.31 An employee who is offered re-engagement pursuant to Article 35.22 must inform the Board of whether the written offer is accepted or not, within forty-eight (48) hours of receipt of the offer, exclusive of weekends and statutory holidays.

35.32 The Board shall allow fourteen (14) calendar days from an acceptance of an offer under Article 35.31 for the employee to commence employment duties.

35.33 Where the employee is required to give a longer period of notice to another-employer, such longer period shall be allowed, provided it is not longer than thirty (30) calendar days.

**35.40 LOSS OF RIGHTS**

A laid-off employee's right to recall and re-engagement will be lost:

**35.41** If the employee elects to receive severance pay under the provisions of Article 35.60, or

**35.42** If the employee refuses without reasons acceptable to both the Superintendent or designate, and the President or designate, to accept an offer of re-engagement for a position for which the employee holds the necessary qualifications, or

**35.43** If an employee has not been re-engaged within two (2) years from the date the employee's layoff became effective.

**35.50 STATUS**

**35.51** An employee on layoff who previously held a contract is entitled to accept teacher-on-call assignments or term-specific assignments without jeopardizing the employee's recall rights to any other assignments.

**35.52** Upon re-engagement an employee who had been placed on probation prior to layoff shall recommence the probationary period at Article 2.40.

**35.60 SEVERANCE PAY**

**35.61** An employee who has two (2) or more years of continuous employment and who is laid-off, save and except an employee who is terminated or dismissed pursuant to Article 55 or 56, may elect to receive severance pay at any time before the right to re-engagement pursuant to Article 35.40 of this agreement is lost.

**35.62** Severance pay shall be calculated at the rate of five per cent of one year's salary for each full year of service to a maximum of two year's salary.

**35.63** Salary on which severance pay is calculated shall be based on the employee's salary on the day prior to layoff.

**35.64** An employee who receives severance pay pursuant to this Article and who, notwithstanding Article 35.40, is subsequently rehired by the Board, shall retain any payment made under the terms of this Article.

**35.65** Years of service used to generate severance pay may not be used again for the purpose of determining severance pay upon a subsequent layoff.

**35.70 BENEFITS DURING LAYOFF**

35.71 Employees on the recall list shall be eligible to participate in the employee benefit plans in which they are enrolled at the time of layoff for a period of up to two years, but the employees will be required to pay the full cost of premiums, quarterly, in advance.

35.72 Employees shall be notified, in writing, at time of layoff of this option and will be expected to indicate whether they wish to waive or participate in the benefit coverage not later than one (1) calendar month before their premium coverage is scheduled to terminate. (See Article 52.12)

**ARTICLE 36  
POSITIONS WITH SPECIAL RESPONSIBILITY**

**36.10 CONDITIONS**

Over and above the salaries and basic scale in Appendices A to C, employees holding positions with special responsibility identified in Articles 36 and 37 shall be paid allowances according to the following provisions:

36.11 Each Kindergarten pupil will count as one (1) pupil for the purposes of calculating the allowances in Article 36.20.

36.12 Each Special Education Class pupil will count as two (2) pupils for the purposes of calculating the allowances in Article 36.20.

36.13 All allowances shall be rounded to the nearest ten cents (\$0.10).

36.14 "6 max." refers to the largest salary payable in the Appendix currently in effect (See Appendices A to C).

**36.20 HEAD TEACHERS**

36.21 Where a principal supervises two or more schools there shall be a Head Teacher in each satellite school with more than one teacher.

36.22 In the absence of the principal, the Head Teacher shall:

**36.221** Ensure that routine supervision is maintained for the safety of students and the security of the school,

36.222 Maintain ongoing liaison with parents, and

36.223 Deal with emergencies which may arise.

36.23 By September 15th the Board shall appoint, from the applicants for the position, a Head Teacher for an initial one (1) year term which may subsequently be renewed for terms of two (2) years.

36.24 Head Teachers shall be paid an annual allowance based upon the number of pupils supervised as follows:

1 - 50 pupils	-	6.5% of 6 (max.)
51 - 100 pupils	-	7 % of 6 (max.)
101 - 150 pupils	-	8.5% of 6 (max.)
151 - 200 pupils	-	10 % of 6 (max.)
201+ pupils	-	11.5% of 6 (max.)

**36.25** September salaries shall include allowances based on estimated enrollments and the amounts will be adjusted in October based on the enrollment as of September 30.

### **36.30 SENIOR TEACHERS**

**36.31** Where a principal supervises two or more schools and there is no vice-principal in the principal's base school, there shall be a teacher in the base school designated as the "Senior Teacher".

36.32 In the absence of the principal, the Senior Teacher shall:

36.321 Ensure that routine supervision is maintained for the safety of students and the security of the school,

36.322 Remit weekly **time** sheets and month end enrollment data to the Board, and,

36.323 Deal with emergencies which may arise. with assistance from the Board Office when required.

36.33 By September 15th the Board shall appoint, from the applicants on the teaching staff of the school, a Senior Teacher for an initial one (1) year term which may subsequently be renewed for terms of one (1) school year.

36.34 A Senior Teacher shall be paid an annual allowance equal to 2% of 6 (max.).



#### **36.40 TEACHER-IN-CHARGE**

**36.41** Each school with only one administrative officer (and no Senior Teacher? shall have a designated "Teacher-in-Charge". This provision shall also apply to existing Work and Learn Centres.

**36.42** In the absence of the principal, the Teacher-in-Charge shall be expected to perform the duties outlined in Article 36.32.

**36.43** By September 15th the Board shall appoint from the applicants on the teaching staff of the school, a Teacher-in-Charge for an initial one (1) year term which may subsequently be renewed for terms of one (1) school year.

**36.44** Normally, the Teacher-in-Charge will not be required to assume the duties specified above for periods of more than five (5) consecutive days.

**36.45** Normally, absences of administrative officers for more than five consecutive days will be filled by an acting appointment to the vacant-position.

**36.46** A Teacher-In-Charge shall be paid an annual allowance equal to 1% of 6 (max).

#### **36.50 NAMED TEACHER-IN-CHARGE**

**36.51** Each school with more than one administrative officer shall have a "Named Teacher-in-Charge".

**36.52** When directed to act as the Named Teacher-in-Charge, the individual will be expected to perform the duties outlined in Article 36.32.

**36.53** By September 15th the Board shall appoint from the applicants on the teaching staff of the school, a Named Teacher-in-Charge for an initial one (1) year term which may subsequently be renewed for terms of one (1) school year.

**36.54** When deemed necessary by the principal and the Named Teacher-in-Charge, the Named Teacher-in-Charge shall be relieved of regular teaching duties and shall be provided with the services of a teacher-on-call.

**36.55** Normally, the Named Teacher-in-Charge will not be required to assume the duties specified above for periods of more than five (5) consecutive days

**36.56** Normally, absences of administrative officers for more than five consecutive days will be filled by an acting appointment to the vacant position.

**36.57** When called upon to act, the Named Teacher in Charge shall be paid a per diem amount equal to 0.08% of 6 (max.) [0.04% of 6 (max.) for one-half day or less].

### **36.60 ONE-ROOM SCHOOL TEACHERS**

Any teacher based on a school property where there is only one teacher shall be paid an annual allowance equal to 2% of 6 (max.).

### **36.70 NO CUT**

No teacher on staff at the signing date of this agreement shall have their allowance under Article 36 reduced by the coming into effect of this schedule.

## **ARTICLE 37 DEPARTMENTHEADS**

### **37.10 DEFINITIONS**

**37.11 Department Head:** a teacher in a secondary school who has responsibility for instructional leadership in a department or program.

**37.12 Department:** a department is made up of those teachers in a school who teach courses related to one subject area (e.g., The English department includes courses in English, Creative Writing, Journalism, etc.).

**37.13 Program:** may refer to specific programs (e.g., Inter-A, Advanced Placement or International Baccalaureate), departments/programs which do not enrol students (e.g., Library or Counselling) or to a combination of small departments (i.e., departments with less than 10 teaching blocks e.g., in the fine arts). If a teaching block is included as part of a program it can not be counted as part of a department at the same time, or vice versa.

### **37.20 INSTRUCTIONAL LEADERSHIP**

**37.21** Department heads, in consultation with members of the department, will provide instructional leadership through:

**37.211** Development of yearly program objectives,

**37.212** Setting consistent evaluation and grading practices,

**37.213** Selection of textbooks and resource materials,

**37.214** Guidance and orientation of student teachers and teachers new to the department.

37.22 Department heads, in consultation with the administration and the members of the department, will provide instructional leadership through:

**37.221** Articulation with feeder schools,

37.222 Implementation of Ministry or district curriculum changes,

37.223 Support of professional development, peer supervision, in-service, workshops and conferences for all members in the department, and

37.224 Other matters relating to curriculum, community, and instructional priorities. (For further details see Board Policy 7505).

### **37.30 ORGANIZATIONAL DUTIES**

A Department Head will:

37.31 Attend school and District Department Head meetings,

37.32 Assist the principal, as requested, after consultation with members of the department:

37.321 In identifying departmental/educational needs, and

37.322 In determining teaching assignments.

37.33 Assist the principal, as requested: in the interview of applicants for teaching positions in the department. The department head shall not make the decision as to which applicant is selected.

37.34 Convene regular departmental meetings at which minutes are recorded and filed.

37.35 After reasonable consultation with the department, participate in the school budget development process.

37.36 Monitor the requisition of supplies and equipment.

37.37 Maintain inventory control and arrange for the repair and maintenance of department equipment.

37.36 Advise the school administration about facility needs and safety concerns.

37.39 Advise on plans for additions and alterations to the school where appropriate.

### **37.40 QUALIFICATIONS**

Candidates for Department Head shall have:

37.41 Normally, at least two (2) years of highly successful teaching experience in the curricular area or program.

37.42 A demonstrated ability to lead, to organize and to work with others.

37.43 Evidence of having maintained a high level of curriculum and instructional knowledge in the curriculum area or program.

37.44 Evidence of continuing professional growth.

**37.50 ALLOCATION OF DEPARTMENT HEADS**

37.51 Department Heads shall be allocated in the Spring to all school departments or programs having 10 or more timetabled blocks during the following school year.

37.52 The allowance will be determined as of September 30, based on the number of teaching blocks assigned to the department or program and will include blocks planned for the second semester of semestered schools.

37.53 Upon one month's prior notice to the Association, the Superintendent may give a further allocation of Department Head(s) to school(s) having special circumstances.

**37.60 METHOD OF APPOINTMENT**

37.61 An application for Department Head will be submitted to the Principal on the district's department head application form.

37.62 The Department Head will, when a qualified applicant is available, be appointed from within the

37.63 Where there is no qualified applicant from within the staff, the position shall be posted district-wide (in a catalogue of vacancies or special posting) and the principal will submit written recommendations for such positions as soon as possible.

37.64 The appointment of Department Heads will be for an initial one (1) year term and subsequently for a renewable two (2) year term.

**37.70 LEADERSHIP AND ORGANIZATIONAL TIME**

37.71 Each school year, leadership and organizational time shall be provided to each department or program according to the following formula:

10-20 Teaching Blocks	= 7 days
21-34 Teaching Blocks	=
35 or more Teaching Blocks	= 15 days

37.72 The use of this time shall be jointly determined by the principal and the Department Head.

37.73 This time may be assigned, for specific purposes, to other members of the department.

**37.60 ALLOWANCES**

Department Heads shall be paid an annual allowance based upon the formula:

10-20 Teaching Blocks	= 2.3 % of 6 (max.)
21-34 Teaching Blocks	= 3.45% of 6 (max.)
35 or more Teaching Blocks	= 4.6 % of 6 (max.)

**ARTICLE 36  
PROFESSIONAL DEVELOPMENT**

**36.10 PURPOSE**

The Board and the Association recognize the value of professional development activities to enhance curricular knowledge, to heighten instructional skills, and to broaden exposure to pedagogical theories, methods and strategies.

**36.20 CO-ORDINATION OF ACTIVITIES**

The Board and the Association recognize the value of co-ordination in planning Professional Development activities within the district.

**36.30 CALCULATION OF FUND**

**36.31** Effective July 1, 1993, each school year the Board will appropriate for the Association's Professional Development Fund, a sum of \$100.00 per FTE employee in the bargaining unit as at October 30 in the current school year plus a sum of \$6,250.00.

**36.32** Subject to conformity with this Article, the Board will pay the appropriation to the fund in equal instalments on January 15 and June 30 each school year.

**38.40 FUND ADMINISTRATION**

The Association's Professional Development Fund will be administered by the Association and its Professional Development Committee subject to the following conditions:

**38.41** The Association will establish a separate account for the Professional Development Fund.

38.42 All Professional Development contributions, interest earned, and Professional Development expenditures will be deposited or credited to, or debited against, this account.

38.43 Professional Development funds in this account will not be used for anything other than Professional Development purposes.

36.44 Upon seven (7) calendar days notice to the Secretary-Treasurer, the Association may borrow temporarily from this account, in which case the Association will pay interest to the fund on the amount borrowed at the same rate as is paid to thirty (30) day term deposits of a like amount on deposit with the Teachers' Credit Union at the time of borrowing.

#### **38.60 FUND RECORDS**

38.51 Upon reasonable notice to the Association the Professional Development Fund records will be open for review by the district Secretary-Treasurer or designate.

36.52 No later than November 15 of each year, the Association will provide the Secretary-Treasurer with a statement of all contributions to, earnings of, and expenditures from the Professional Development Fund for the previous school year.

38.53 Such statement will be in a form which meets generally accepted accounting principles. Upon request by the Secretary-Treasurer, the Association will provide copies of all approved Professional Development applications forms.

#### **38.60 DELAY OF PAYMENT**

38.61 The January 15th payment may be delayed by an amount of time equal to an Association delay in filing the November 15th accounting.

38.62 Any other delay will constitute late payment when the Association's reporting format meets generally accepted accounting principles and the conditions of this article have been met.

38.63 The Board will pay interest on late payments to the Fund at the then current rate for thirty (30) day term deposits of a like amount on deposit with the Teachers' Credit Union.

#### **38.70 REGULATIONS**

The Association may make such additional regulations, not inconsistent with the foregoing, as the Association deems appropriate for the governance of expenditures from the Professional Development Fund.

### **38.80 ADMINISTRATION COSTS**

Notwithstanding the provisions of Article 38.43, the Association may charge the fund up to 2.5% of the yearly appropriation to offset part of the secretarial wages paid for the administration of the fund.

## **ARTICLE 39 SICK LEAVE**

### **39.10 PURPOSE**

Sick leave is intended to provide employees with a degree of protection against income loss where the employee is prevented, by illness or injury, from performing the employee's normal employment duties.

### **39.20 INITIAL SICK LEAVE CREDITS**

**39.21** Sick leave accumulated by each employee in the service of the Board prior to June 30, 1990 shall be credited to the employee's account as of July 1, 1990.

**39.22** After September 1, 1989, all employees will be granted a "one-time only" credit of five (5) sick leave days upon appointment to the district.

### **39.30 ACCUMULATION**

**39.31** Effective September 1, 1990, sick leave **will/be** e further credited to employees as of the final pay day of each month, on the basis of 0.078 sick days for each day worked.

**39.32** "Each day worked" will include days:

**39.321** For which the employee receives pay from the Board for services rendered to the district.

**39.322** For which the employee is paid from the employee's accumulated sick leave.

**39.323** On which the employee is on approved leave of absence with pay or with pay deducted at cost of substitute, pursuant to Article 40.

**39.324** On which the employee is on approved leave pursuant to Article 40 where the Board pays the employee and is reimbursed by another organization.

**39.33** For part-time and relieving teachers sick leave shall be credited in the same ratio as the teacher's regular assignment for the day bears to that of a full-time teacher in the same school.

39.34 There is no maximum to the number of days of sick leave that may be accumulated.

39.35 Employees will be apprised of their accumulated sick leave credits on their monthly pay statement.

**39.36 Interruption In Employment:** Where an employee's employment (including work as a teacher-on-call since September 1, 1989) is interrupted, any unused sick leave accumulation shall be frozen to the employee's credit should the employee be re-engaged.

**39.40 USAGE**

39.41 Sick leave will be deducted from the employee's accumulated credits for each day the employee is absent for reasons of illness or injury.

39.42 Where the leave is for less than a day the deduction will be made in the same ratio that the employee's absence bears to that of a full-time employee in the same school.

39.43 There is no maximum to the number of sick leave credits which may be used during a school year.

39.44 When paid sick leave to which an employee is entitled is exhausted, no further salary will be paid.

39.45 Employees will not unreasonably or retroactively be required to produce medical certificates certifying their need for sick leave in accordance with Article 39.10.

**39.50 SICK LEAVE FOR TEACHERS-ON-CALL**

39.51 Effective September 1, 1989, sick leave will be credited to teachers-on-call who have worked more than twenty (20) cumulative days subsequent to September 1, 1989, on the basis of 0.078 sick days for each day worked.

39.52 The credit will commence on the twenty-first (21st) day of employment, retroactive to the first day of employment in the current school year, and will be made at the end of each pay cycle in which the teacher-on-call has been employed.

NOTE: Article 39.52 will be retroactive to September 1, 1990 for teachers-on-call on staff as of the signing date of this agreement.

39.53 A teacher-on-call may utilize accumulated sick leave credits when, after accepting, reporting for and having actively taken up an assignment, the teacher-on-call is unable to work because of illness or injury.



39.54 Eligibility for paid sick leave will cease when the teacher-on-call's sick leave credits are exhausted or when the teacher the teacher-on-call was assigned to replace returns to duty, whichever first occurs.

39.55 Sick leave earned and accumulated as a teacher-on-call or as a teacher on a temporary contract prior to January 1, 1991 will be retained to the teacher's credit on appointment to a continuing contract of employment.

#### **39.60 RECOVERY OF COMPENSABLE SICK LEAVE**

**39.61** Where an employee is involved in an accident and as a result is paid sick leave during absence from work, any sick leave pay compensation recovered from an insurer or court award shall be repaid by the employee to the Board.

39.62 The Board shall thereupon reinstate the number of days of sick leave credit represented by the repayment.

39.63 The Board will contribute 50% of the employee's legal expenses for sick leave pay recovered (determined by the ratio that sick leave pay recovered bears to the total award), but the Board's legal expense liability will not exceed 15% of the sick leave pay recovered.

#### **39.70 WORKERS' COMPENSATION**

**39.71** Where an employee is entitled to compensation under the **Workers' Compensation Act**, the employee shall continue to receive full pay from their sick leave accumulation.

39.72 Monies received by the employee as compensation for loss of wages under the Act shall, in turn, be paid to the Board and credited back to the employee's sick leave accumulation.

39.73 Should an employee's personal sick leave accumulation be depleted:only those monies received from WCB on their behalf would be forwarded to them.

39.74 The Board's responsibilities under the foregoing shall terminate when the employee's accumulated sick leave credits have been used up.

39.75 The term "compensation" shall mean periodic payments during the period of temporary disablement and does not include a disability pension or other final settlement award arising from such disability.

**39.60 MEDICAL LEAVE**

**39.81** An employee who is unable to report for work because of illness and who exhausts (or who elects not to use, or is unable to utilize) his/her paid sick leave or salary indemnity plan shall be granted a Medical Leave of Absence-up to two (2) years; PROVIDED that the employee produces certificate at the commencement of such leave (and on request thereafter) verifying that the employee is unable to perform his/her normal employment duties.

**39.82** During a Medical Leave of Absence the employee may continue benefits in accordance with Article 52.60.

**39.83** Upon return to duty the employee will be placed in accordance with Article 40.15.

**39.90 PARTIAL MEDICAL LEAVE**

**39.91** Where a full-time employee produces a medical certificate stating that the employee, while medically unable to work full-time, is capable of working part-time, the employee's assignment may be reduced or the employee may be reassigned to another position where it is practical to do so. In either case, the change will be to a percentage of full-time that the employee is capable of working.

**39.92** Where a change in assignment or reassignment is made in accordance with Article 39.91, such change or reassignment will be for a fixed period of not less than one (1) month and will be effective as of the beginning of a term or semester.

**39.93** An employee on partial medical leave will earn sick leave credits in accordance with Article 39.322.

**39.94** An employee on partial medical leave will go on full sick leave, with or without pay depending on the extent of the employee's accumulated sick leave credits, if the employee proves incapable of meeting the requirement of the reduced or changed assignment.

**39.95** Before an employee exhausts sick leave credits under this Article the Board will advise the employee to contact the BCTF Salary Indemnity Plan administrator.

**ARTICLE 40**  
**LEAVE OF ABSENCE/DETACHED DUTY**

**40.10 APPLICATION PROCEDURES**

**40.11 Form**

Applications for leave of absence are to be submitted on the Teacher's Leave of Absence forms available in each school office and in such other locations in which employees are based.

**40.12 Support for Application**

It is incumbent upon applicants for leave of absence to provide all relevant information in support of leave applications. The extent to which consideration is given to applications will be dependent upon receipt of background and supporting information.

**40.13 Timelines**

Subject to Article 40.14 following, applications for leave must, where practicable, be submitted at least two (2) weeks in advance, so that sufficient time can be given to consideration of the application.

**40.14 Authorization/Approval**

40.141 Leave will not be considered to have been authorized until such time as the application has been processed and approved by the member of the district administration charged with that responsibility.

40.142 In the event that immediate leave is required for purposes such as family bereavement or family emergency, the employee's immediate supervisor must be advised that the employee requires the leave, and the employee must submit a completed leave application form with full supporting information as soon as possible on return to duty.

40.143 Normally, an employee will receive the processed leave form within ten (10) days of its receipt by the Board.

**40.15 Conditions**

40.151 An employee who has been granted leave of absence for up 6 months within a school year will be guaranteed return to the same position should such position still exist.

40.152 Where an employee returning from leave is not placed in the same position every effort will be made to place the employee in a similar position.

40.153 The six (6) month provision of Article 40.151 will only come into effect on leaves which extend for six (6) months beyond the statutory provisions for maternity leave or combined maternity and parental leave under the **Employment Standards Act (See Appendix H)**, for which the employee was eligible.

**40.16 Pension Continuity**

**40.161** An employee's pension service credits will be maintained for "each day worked" as defined in Article 39.32.

**40.162** Subject to the approval of the Teachers' Superannuation Commissioner, an employee on leave of absence without pay for up to two (2) years may maintain pensionable service by paying both the employer's and the employee's pension contributions.

**40.20 OTHER LEAVES**

**40.21** Leave of absence, with or without pay, in addition to or for purposes other than those set out in this Article, will be considered upon application and may be approved at the discretion of the Board.

**40.22** A decision as to whether such leave will be granted and, if so, whether leave is paid or unpaid, will be based on the merits of and circumstances attendant to the application and will be made without prejudice. Upon request, the employee will be provided with written reasons for the decision.

**40.30 CIVIC RESPONSIBILITY LEAVES**

**40.31 Citizenship**

One (1) day of leave (which may be taken as two half days) will be granted with no loss of pay for an employee to obtain their Canadian citizenship.

**40.32 Judging, Coaching, Competing**

**40.321** Leave will be granted with pay deducted at cost of substitute to enable participation in a recognized (i.e., official) provincial, federal or international athletic or fine arts competition

**40.322** Where the employee is in receipt of an honorarium, the leave will be without pay.

**40.33 Court Appearances**

**0.331** Leave will be granted with no loss of pay where employees are subpoenaed for jury or witness duty (provided the case does not

involve the employee's personal business interests), or where employees are enjoined as a co-defendant with the Board, providing that of any fees received for such court appearances, exclusive of travelling costs or meal allowances, are turned over to the Board.

40.332 Leave will be granted with pay deducted at cost of substitute, where an employee appears as a plaintiff or defendant, or where attendance in Court is voluntary, or where the employee is in some other way a party to a case unrelated to the business of the district.

40.333 An employee will receive a receipt, which the employee may include when filing an income tax form, indicating that the Board received the funds paid to it and as a result maintained the employee's regular income.

#### **40.34 Militia Reserve Training Duty**

Leave will be granted with no loss of pay to enable an employee to participate in militia reserve training duty. Any remuneration received by the employee for such training duty is turned over to the Board. An employee will receive a receipt, which the employee may include when filing an income tax form, indicating that the Board received the funds paid to it and as a result maintained the employee's regular income.

#### **40.35 Political Leave**

**40.351** Leave may be granted for up to thirty (30) days with pay deducted at cost of substitute for campaign purposes.

40.352 Leave will be granted for up to thirty (30) days, with pay deducted at cost of substitute, for employees who are candidates for civic, provincial, or federal office.

**40.353 Local or Regional-** Leave will be granted for up to ten (10) days with pay deducted at cost of substitute, to meet the requirements of an elected public school board or municipal council office.

**40.354 Provincial or Federal-** If elected to provincial or federal office the employee will be granted a leave without pay, for up to two terms of office; but, if re-elected to a third term the employee will resign from employment with the Board.

#### **40.40 PERSONAL NEED LEAVES**

##### **40.41 Bereavement And Funeral**

Leave will be granted with no loss of pay in the event of a death in the immediate family which will include spouse or equivalent, child, parent or legal guardian, spouse's parent or legal guardian, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, or grandchild- on the following basis:

**40.411** Up to three (3) working days, as required, where the funeral is in the Lower Mainland, Fraser Valley, Gulf Islands, Vancouver Island south from and including Campbell River, or Northwestern Washington State.

**40.412** Up to four (4) working days, as required, where the funeral is elsewhere in North America.

**40.413** Up to five (5) working days, as required, where the funeral is outside North America.

**40.414** In extenuating circumstances, extensions to Article 40.41 will be considered. (See Article 40.20)

**40.415** As an alternative but not a supplement to bereavement leave, leave will be granted when required for the purpose of a visit to a terminally ill family member as listed above.

**40.416** Up to 1 day's leave will be granted with pay deducted at cost of substitute to attend a funeral.

**40.417** Up to six (6) employees will be granted up to one half (1/2) day's leave without loss of pay to act as pallbearers at the funeral of an employee or student of the school district.

##### **40.42 Personal Discretionary**

A total of up to five (5) days leave will be granted in any school year, without pay, for personal matters. Such leave will not be granted, however, for personal business interests operated for the purpose of investment, remuneration, or supplementary income.

##### **Family**

**40.431** Up to one (1) day's leave of absence with no loss of pay will be granted where an employee's presence is required to assist or provide support to a parent, spouse or child as a result of an accident or medical problem

necessitating medical treatment of the parent, spouse or child where alternative arrangements not necessitating the presence of the employee could not be made.

40.432 Up to one (1) day of leave (which may be taken as two half days) will be granted with no loss of pay, as a result of an employee's home displacement (e.g., fire) where the displacement arises from reasons beyond the employee's control.

**40.44 Marital**

One (1) day's leave will be granted without pay to enable an employee to attend the employee's own marriage ceremony.

**40.45 Parental**

**40.451 Maternity**

**40.4511** A pregnant employee shall be granted, upon request, a leave of absence as provided for in Part 7 of the **Employment Standards Act** (as amended in 1991). (See Appendix H)

40.4512 Notwithstanding section 51.1 (2) (b) (i) of Part 7 of the **Employment Standards Act** (as amended in 1991), the Board may choose not to require a medical certificate.

**40.4513** An employee returning from maternity leave under Part 7 of the **Employment Standards Act** (as amended in 1991) will be reassigned to the same position held prior to the leave. If this position no longer exists she will be assigned to a comparable position.

**40.452 Paternity**

Birth attendance leave will be granted to permit an employee to be in attendance with his spouse at the birth of a child and/or to bring the new-born child home from hospital. A total of up to two (2) days of such leave will be granted, with no loss of pay for the first day and without pay for the second day.

**40.453 Adoption**

Adoption leave will be granted to enable an employee to adopt a child. A total of up to two (2) days of such leave will be granted, with no loss of pay for the first day and without pay for the second day.

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**40.454 Parenthood**

An employee shall be granted, upon request, a leave of absence without pay for up to one (1) school year to enable the employee to spend full-time with the employee's natural or adopted children.

**40.46 Religious**

In any one year up to three (3) days leave will be granted with pay deducted at cost of substitute to participate in specific (i.e., other than sabbath or equivalent) religious holidays.

**40.47 Transportation Failure**

Where an employee is unable to report for duty because of a breakdown in public transportation services normally used by the employee or because of closure of public services (e.g., roads), leave will be granted with no loss of pay for up to a full day's absence, providing:

40.471 The employee reports for duty as soon as circumstances permit, and

40.472 If requested the employee provides a written explanation detailing the cause of the absence. In the event of failure to provide such statement, salary will be deducted for the full period of absence.

40.473 No salary will be paid for absences in excess of one (1) day resulting from breakdown or closure of local transportation facilities or services.

40.474 No salary will be paid in the case of absence resulting from breakdown of personal vehicles or transportation failures experienced while on holidays or on other personal business.

**40.50 PROFESSIONAL NEED LEAVES**

**40.51 Professional Development**

In any one school year up to ten (10) days' leave may be granted with pay deducted at cost of substitute to enable participation in appropriate and acceptable professional development programs. Such leave will not be arbitrarily denied.

**40.52 Examinations**

Leave will be granted with pay deducted at cost of substitute for the purpose of writing examinations leading to higher certification or to other appropriate certificates or qualifications.



**40.53 Degrees**

One (1) day's leave will be granted with no loss of pay to enable an employee to receive a university degree.

**40.54 Exchange Programs**

**40.541** Leave may be granted without pay for up to two (2) school years to enable an employee to participate in the C.I.D.A., C.U.S.O., D.N.D. programs or an exchange program.

40.542 Normally, any leave extension will be granted for only one (1) year.

40.543 Normally, employees must have at least five (5) years of continuous service with this district prior to the leave.

40.544 An employee who has been granted leave under Article 40.541 will, for one year, be guaranteed return to the same position should such position still exist.

40.545 Exchange teachers who are teaching in this district will be granted five (5) days leave at cost of substitute for travel, sight seeing, or orientation to British Columbia.

**40.55 Secondments**

**40.651** Where a recognized body or agency (e.g., university, government ministry, etc.) wishes to second the services of an employee, up to one (1) year's leave will be granted if the purpose of the assignment is deemed appropriate to the interests of the school district. Where such leave is granted the Board will continue to pay and treat the employee as if the employee were still actively employed by the school district, providing the seconding body will reimburse the Board for all the employee's salary and benefit costs.

40.552 If the seconding body will not reimburse the Board for all of the employee's salary and benefit costs, any leave granted will be without pay.

40.553 Normally, any leave extension will be granted for only one (1) additional year.

**40.56 Professional Growth Leave**

An employee who has five (5) or more years' continuous service may be granted up to one (1) school year's leave of absence without pay for purposes of further studies leading to higher qualifications deemed appropriate to the interests of the school district, or research

or other activity that would enhance the employee's professional skills in such a manner as to be in the interests of the school district. Such leave will not be arbitrarily denied.

**40.60 LEAVE FOR S.T.A. OFFICERS**

40.61 The Board will place "on loan" to the Association an employee who is elected as President of the Association. The following conditions will apply:

40.62 Application must be made in writing to the Superintendent by June 15th of the school year prior to the school year for which the employee's services are being requested.

40.63 The Board will continue to pay the employee while on loan to the Association and will maintain all benefits. The Association will be billed by the Board and will reimburse the Board for the cost of the salary, allowances and benefits. The employer's share of the pension contributions for Association officers "on loan" shall continue to be remitted at no cost to the Association.

40.64 In the event of illness of the President, the Association will reimburse the Board for the first fifteen (15) days of sick leave used during this period. The President may draw from the sick leave which he/she has accumulated with the Board if more than fifteen (15) days of sick leave are required.

40.65 The period for which the President is on loan will be counted for seniority and salary purposes as teaching experience.

40.66 The President will inform the Board of the number of days or partial days, if any, that the President was absent from presidential duties due to illness. Such days or **partial** days will be deducted from the president's accumulated sick leave credits.

40.67 Should the Office of the President be vacated the Board will, if requested by the Association, place the successor on loan to the Association under the same provisions in Article 40.60.

40.66 Any replacement appointed to enable an employee to be placed on loan to the Association under Article 40.60 will be appointed on a term specific basis until the end of the school term.

40.69 The Board will, on the formal written request of the Association, grant similar 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.

#### **40.70 COLLEGE/UNION BUSINESS**

##### **40.71 College Office**

Up to ten (10) days leave will be granted with no loss of pay to a teacher who is elected to the Council of the College of Teachers for the purpose of conducting the business of the College. Any additional days will be granted with pay deducted at cost of substitute.

##### **40.72 College Committees**

Up to ten (10) days of leave will be granted with pay deducted at the cost of substitute for a teacher to participate in the activities of a committee of the College.

##### **40.73 BCTF Executive**

Leave will be granted to an employee elected to the BCTF Executive Committee under the same conditions as the leave for Association officers (Article 40.60). The BCTF will be billed directly for all such costs.

##### **40.74 BCTF Business**

Leave will be granted with pay deducted at cost of substitute for an-employee to participate as a member of a BCTF Committee or Task Force. The BCTF will be billed directly for all such costs.

##### **40.75 Board/Association Contract Negotiations**

The Board will provide, at no cost to the Association, release time with pay for up to six (6) members of the Bargaining Committee, or employees otherwise designated, to participate in joint Board/Association contract negotiations where this is required during the school day.

##### **40.76 Contract Administration**

The Board will provide, at no cost to the Association and with no loss of pay, release time for up to three (3) employees where they are reasonably required to attend joint proceedings during the school day in connection with the interpretation, application, grievance, or arbitration of this Agreement.

##### **40.77 STARA Representatives**

**40.771** Leave will be granted to a STARA Representative, or designate, to represent an employee in the investigation of a grievance. The Association will be billed at the rate of cost of substitute for the period of absence. In the interpretation and application of this clause it is understood that where the need for such leave is immediate the STARA Representative

may obtain verbal approval from the administrative officer concerned, and file formal application as soon as possible thereafter.

40.772 STARA Representatives will be granted leave at cost of substitute to participate in Association organized workshops.

**40.78 Association Business**

Leave will be granted at cost of substitute for an employee to participate as a member of an Association committee.

**40.79 Limitation of Liability**

The Association will only be expected to reimburse the Board for leave granted through the Association's Professional Development Fund (see Article 40.51) or for Association business where a teacher-on-call has been dispatched and where the billing is received by the Association within 120 days after the date of the leave.

**40.80 GUIDELINES FOR LONG-TERM LEAVE**

An employee may be granted longer term leave of absence without pay, which leave will normally be subject to the following conditions:

40.81 The application should be received no later than March 31st for leave to be effective at the beginning of the subsequent school year.

40.82 The application should be received no later than two months prior to the proposed leave which would be effective as of the beginning of the second term or semester.

40.83 The employee should have at least five (5) years of continuous service with this district prior to the leave.

40.84 A suitable replacement must be available.

40.85 Not more than five percent (5%) of the total teaching staff will be granted longer term leave at any one time.

40.86 An employee seeking an extension to a long-term leave shall apply for such an extension at the earliest opportunity and at least two (2) months prior to the scheduled return to work.

40.87 If the employee has not confirmed the date of return at least two (2) school months previous to the expected return to work, the employee may be required to show cause why he/she should not be deemed to have abandoned his/her appointment.

**40.90 DETACHED DUTY**

Employees who are reassigned from their regular duties to serve on Board committees or to participate in Board in-service activities held during the employee's regular hours of work will be deemed to be on detached duty. Employees will only be required to complete applications for detached duty when they will require a teacher-on-call or when their reassignment involves out-of-district travel. The activities covered under "detached duty" shall include:

- 40.91 Board sponsored in-service,
- 40.92 Curriculum development,
- 40.93 Curriculum implementation,
- 40.94 School accreditation,
- 40.95 School assessment,
- 40.96 Board or district committees,
- 40.97 Staff development activities for another school in the district,
- 40.98 Board sanctioned out of district assignments, etc.

**ARTICLE 41**

**EMPLOYEE EVALUATION AND REPORT WRITING**

**41.10 OCCASION FOR REPORTING AND EVALUATION**

Reports may be written upon employees in the following instances:

- 41.11 Upon request of the employee, in writing, prior to January 31.
- 41.12 During the first year of employment in the district (See Article 42).
- 41.13 When there is a substantial change in assignment (e.g., between the elementary and secondary levels, or between a special assignment and a regular classroom assignment).
- 41.14 When a question of competence arises.
- 41.15 When requested by the Board or Superintendent.

**41.20 EVALUATION DURING THE SECOND YEAR**

An employee who has received a "Satisfactory" report under the provisions of Article 42.50 shall not receive another formal report during the subsequent 12 month period unless that employee requests a written report pursuant to Article 41.11.

**41.30 REPORTS UNDER ARTICLES 41.14,41.15, OR FOR OTHER REASONS**

**41.31** When a report is to be written upon an employee for reasons other than those noted in Articles 41.11 to 41.13, the evaluator or Superintendent, as applicable, will provide the employee who is to be evaluated and the Association with the reasons which give rise to the evaluation, in writing.

**41.32** This is to be done at least two weeks prior to the initiation of those steps outlined in Articles 41.40 to 41.68 below.

**41.33** Should the employee upon whom the report is to be written disagree with the reasons and/or occasion identified in Article 41.31, the employee must give written notice of this disagreement to the President or designate, and to the Superintendent or designate, within this two week period.

**41.34** Within seven (7) days of receipt of written disagreement a meeting between the parties will be held to resolve the matter. In the event that an agreement is not reached within seven (7) days, the Association may grieve the decision on the basis of it being unreasonable. This will not, however, act as a bar to the without prejudice continuation of the report writing process.

**41.40 EVALUATION CRITERIA**

**41.41** Evaluators shall use the criteria, definitions and guidelines identified in Appendix G, except

**41.42** When the criteria identified in Appendix G are not appropriate due to the nature of the employee's assignment, the employee and the evaluator shall meet to discuss and identify the revised criteria.

**41.43** It will be the responsibility of the evaluator to provide the employee with a final copy of the revised criteria.

**41.44** Where revised criteria might be applicable to the evaluation of other Association members the President will also be provided a copy.

#### **41.50 PROCESS**

**41.51** When a report is to be written, the evaluator and the employee shall meet at a mutually agreeable time to discuss the process by which this formal evaluation will take place. This will include a discussion of pre-arranged visits/observations, impromptu visits, and at least the first post-observation conference. A copy of the criteria, definitions and guidelines shall be given to the employee at this meeting.

**41.52** The evaluator/employee meeting shall also include a discussion as to whether the criteria in Appendix G are or are not relevant given the particular assignment. Where there is a view that criteria are not relevant or that criteria other than those outlined in Appendix G are relevant, these will be discussed. The evaluator and the employee will attempt to agree on the criteria to be used. Subsequent to the discussion, the evaluator will advise the employee in writing of the criteria, definitions and guidelines which will be used as the basis for the report. The evaluator will append to the report the identification of criteria which were applied without mutual agreement.

**41.53** Should the employee elect not to avail himself/herself of the opportunity to meet with the evaluator within two (2) weeks of being invited to meet, the evaluator will provide the employee with this information in writing.

**41.54** Involvement or non-involvement of an employee in extra-curricular activities is outside the scope of a report on the work of the employee.

**41.55** A written report shall be based on a minimum of three (3) classroom visits/observations of a duration sufficient for the collection of data based on the criteria. Determination as to whether the situation will result in a less than satisfactory report will not be based on collaboration with or information provided by the author of a prior report.

**41.56** A copy of the data collected during each visit/observation will be given to the employee as early as possible and prior to any post-observation conference (which will be held within a reasonable time following the visit/observation).

**41.57** Included in each post-observation conference will be suggestions which are reasonably specific for remediation where weaknesses were observed.

**41.56** When any of the processes in Articles 41.53 to 41.57 are not appropriate due to the nature of the

employee's assignment (see Article 41.42), the employee and the evaluator will meet to discuss and identify the revised process.

**41.59** If an employee on whom a report is to be written has reason to believe that the person who is to write the report holds an unreasonable bias, the employee will advise the Superintendent and the President of this belief. Upon recognition of alleged bias, the employee will report his/her belief as soon as possible. A report of alleged bias will only be entertained prior to the meeting to discuss the draft report. (See Article 41.65)

#### **41.60 REPORTS**

**41.61 Direct Observation-** A report should be based on the direct observation by the evaluator of the employee who is to be evaluated, and shall be written in consideration of only those criteria cited in Article 41.41 above or other criteria as may be determined through application of Article 41.42.

41.62 A report written on an employee should be based primarily upon observations made in the employee's major area of assignment. The report shall also note any discrepancy between the employee's current assignment and areas of training.

**41.63** Specific comments made by the evaluator shall be directly related to the evaluation criteria, definitions, and guidelines and shall be reasonably and professionally supported.

**41.64** If an evaluator notes an area in an employee's work where the need for continued growth and/or improvement is indicated, the evaluator shall include specific recommendations.

**41.65** Once a draft of a formal report is prepared, the evaluator and the employee shall meet at least one week prior to the final draft being submitted, at which time a copy of the draft will be provided to the employee.

41.66 After a reasonable time, the evaluator and the employee shall discuss the draft and possible amendments. After all possible amendments have been fully considered, the evaluator shall prepare and submit the final report. (See also Article 5.11)

41.67 A report on an employee is "received" by the employee when it is presented to the employee by the evaluator, thereafter

**41.66** An employee has the right to submit a written commentary on any report which shall be filed with all copies of the report.



**41.70 LESS THAN SATISFACTORY**

In the event that an employee receives a less than satisfactory report under Articles 41 or 42:

**41.71** The evaluator, a representative of the Superintendent's office, the employee and the President, or designate, will meet to discuss the situation and the recommendations made pursuant to Article 41.64. In the event that the evaluator is not based at the employee's place of work, the school Administrator and an additional Association representative may also attend.

**41.72** Ways of addressing concerns within appropriate timelines will be discussed and, if possible, the components of a joint plan of assistance will be established. The plan will remain in effect until/unless modified in another meeting of the participants identified in Article 41.71.

**41.73** The plan of assistance will give the employee access to existing staff support resources and consultative services. Further, the employee may be given reasonable opportunities to attend workshops related to the problems and/or observe employees in similar assignments.

**41.74** The employee's administrative officer shall keep the Superintendent's office advised on the progress of the plan of assistance. The employee will keep the President similarly advised. Should either party have concerns, the Superintendent, or designate, and President, or designate, will meet to discuss the concerns.

**41.75** A subsequent evaluation will not commence until the employee and the President have been given prior written notice.

**41.76** Any data collected prior to the commencement of the evaluation will not be used by the evaluator when determining whether or not the employee should receive a less than satisfactory report.

**41.77** The employee may request a transfer under Article 34.30.

**41.78** The employee may request and may be granted a leave without pay for a reasonable period of time for the purpose of taking a program of professional or academic instruction, and a subsequent evaluation shall be undertaken in accordance with Article 55.40.

**ARTICLE 42  
FIRST YEAR EMPLOYEES**

**42.10 NATURE OF APPOINTMENTS**

All employees hired after January 1, 1991 will be appointed to continuing contracts of employment.

**42.20 FIRST EVALUATION**

**42.21** No later than six (6) school months following appointment, employees will receive an initial evaluation, which evaluation shall be conducted using the FIRST YEAR EMPLOYEE EVALUATION form as revised 1993-02-22.

**42.22** This evaluation will be conducted in accordance with Articles 41.40 to 41.68 with Article 41.55 being replaced with,

**41.55** A written report shall be based on a minimum of two classroom visits/observations of a duration sufficient for the collection of data based on the criteria.

**42.23** Should the first evaluation be "Less Than Satisfactory", the employee shall be placed on probation and the employee and the Association notified immediately, in writing, of the action.

**42.30 PERFORMANCE DEEMED SATISFACTORY**

An employee's performance shall be deemed to be "Satisfactory":

**42.31** On the receipt of a "Satisfactory" report prepared pursuant to Article 42.20, or

**42.32** If no report is prepared pursuant to Article 42.20.

**42.40 LESS THAN SATISFACTORY**

In the event that a first year employee receives a less than satisfactory report pursuant to Article 42.20, the provisions of Articles 41.70 shall apply. Where an employee has been granted a leave pursuant to Article 41.78, the time limits in this Article will be extended by a period equal to the approved leave.

**42.50 SECOND EVALUATION**

No later than six (6) school months subsequent to issuance of the initial evaluation report pursuant to 42.20, employees who have been placed on probation may receive a second evaluation. This evaluation shall be conducted in accordance with the whole of Article 41.

**42.60 COMPLETION OF PROBATION**

An employee's performance shall be deemed to be satisfactory and the employee shall be deemed to have satisfactorily completed a probationary period:

**42.61** On receipt of a "Satisfactory" report prepared pursuant to Article 42.50, or

**42.62** If no report is prepared pursuant to Article 42.50.

**42.70 TERMINATION OF SERVICE**

**42.71** The Board shall not terminate the services of an employee placed on probation pursuant to this Article except for just and reasonable cause where the Board has received one "Less Than Satisfactory" report under Article 42.20 and one "Less Than Satisfactory" report under Article 42.50.

**42.72** When the services of an employee placed on probation are to be terminated, the employee will be:

**42.721** Provided with at least-one (1) month's written notice of termination, with termination to be effective as of the end of the then current term or semester, as applicable, and

**42.722** Afforded a hearing pursuant to Article 57 prior to the proposed termination date.

**42.60 ARTICLE 55.20 IN EFFECT**

If an employee receives a "Satisfactory" report under Article 42.30 but a "Less Than Satisfactory" report under Article 41, the second report shall be understood as a first "Less Than Satisfactory" report under the provisions of Article 55 and Article 55 will apply.

**42.90 EXTENDING TIME LINES**

**42.91** Where an employee covered in Article 42 is absent for any period(s) in excess of one (1) month, the time limits in this Article will be extended by a period or periods equal to such absence(s).

**42.92** Notwithstanding Article 42.23, where there is reasonable cause to believe that circumstances not within the control of the employee resulted in a less than satisfactory report under Article 42.20, the employee may request a transfer, within fourteen (14) days of notification under Article 42.23, and the Board shall:

**42.921** Make all reasonable efforts to arrange a transfer under Article 34 to a mutually

agreeable assignment or school for the succeeding school term/semester, but in such event the probationary provisions shall commence anew as of the effective date of any such transfer, and

42.922 Ensure that the subsequent report under Article 42.40 is written by a different evaluator.

**ARTICLE 43  
EVALUATION OF TEACHERS-ON-CALL**

**43.10** The provisions of Articles 41 and 55 will be extended to include evaluation of teachers-on-call and will prevail except as amended below:

43.20 The following will not apply to the evaluation of teachers-on-call: Articles 55.22, 55.23 and 55.30 to 55.45, inclusive.

43.30 Articles 41.11 to 41.13 will be replaced with:

**41.11** Prior to March 31st of each school year a teacher-on-call may request, in writing, an evaluation report from an administrative officer.

**41.12** Such a request shall not be unreasonably denied where the teacher-on-call:

**41.121** Has taught in the school for at least five days (either consecutive or random),

**41.122** Has previously worked with the class or classes involved,

**41.123** Has not received an evaluation report at that school in the current school year, and

**41.124** The administrative officer has a reasonable expectation that the teacher-on-call will be reassigned to the school for a further five days before the end of the school year.

41.13 During a school year a teacher-on-call may request evaluation reports from administrative officers in a maximum of two different schools.

- 43.40 Article 41.55 shall be replaced with,  
**41.55** A written report shall be based on a minimum of two classroom visits/observations of a duration sufficient for the collection of data based on the criteria.
- 43.50 Article 55.10 shall be replaced with,  
55.10 The Board shall not dismiss a **teacher-on-call** for unsatisfactory performance except where the Board has received two evaluation reports, written by different evaluators, which indicate that the learning situation is less than satisfactory.
- 43.60 Article 55.21 shall be replaced with,  
**55.21** The second evaluation report shall be issued within three school months of the initial report.

**43.70 EVALUATION FORM**

Evaluators will use the teacher-on-call evaluation form as revised 1993-02-22.

**ARTICLE 44  
JOINT SALARY REVIEW COMMITTEE**

**44.10 COMPOSITION OF COMMITTEE**

A Joint Salary Review Committee shall be comprised of up to two representatives of the Association and up to two representatives of the Board.

**44.20 INQUIRIES**

Questions relating to salary, allowances, benefits or indemnities shall be referred through the Association's Economic Welfare Committee to the Joint Salary Review Committee.

**44.30 MEETINGS OF THE COMMITTEE**

**44.31** The committee will schedule regular monthly meetings, which will be scheduled prior to the monthly payroll cut-off dates. Such meetings will only be convened if there is business for the committee to conduct.

44.32 Notwithstanding Article 44.31, the committee may convene additional meetings as may be required to conduct its business.

**44.40 UNRESOLVED ITEMS**

If the matter remains unresolved after two consecutive meetings of the Joint Salary Review Committee, the matter may be referred, in writing, as a grievance directly to the Joint Grievance Committee provided for in Article 58.30.

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**ARTICLE 45  
SALARY CATEGORIES**

**45.10 SALARY SCALES**

**45.11** During the life of this Agreement, the salary scales and supplementary classifications shall be as set out in Appendices A to C.

**45.12** No Association member on staff at the signing date of this agreement shall have their salary reduced by the coming into effect of the Salary Schedules in Appendices A to C.

**45.20 CATEGORIES**

**45.21** Except as specified elsewhere in this Agreement the salary category of all teachers will be as verified by the most recent evaluation of the Teachers' Qualification Service (T.Q.S.)

**45.22** Teachers holding a Teacher's Certificate of Qualification issued prior to January 1st, 1969, shall be presumed to have the following T.Q.S. categories:

<b>Certificate</b>	<b>T.Q.S. Category</b>
EB or EC	2
EA	3
PC or ST or SC	4
PB or SB	5
PA or SA	6

**45.23** A teacher holding a T.Q.S. Category 2, a Letter of Permission or a Teaching License shall be paid on Category 3 less \$550.00 per annum.

**45.24** A teacher holding both a Letter of Permission and a Degree shall be paid on Category 4.

**45.25** Teachers on Category 4 who hold a Master's Degree acceptable to the T.Q.S. shall receive an allowance of \$550.00 per annum.

**45.26** Teachers on Category 5 who hold a Master's Degree acceptable to the T.Q.S. shall receive an allowance of \$550.00 per annum.

**45.27** A teacher holding a PA/SA Certificate, but who does not hold a Master's Degree shall be paid on Category 6, less \$550.00 per annum.

**45.28** Teachers on Category 5 who complete 15 units of approved credit as prescribed in Appendix E shall be paid on Category 6, less \$550.00 per annum.

**45.30 E IN SECONDARY (E.P.S.)**

**45.31** The Board may, in emergent circumstances and upon the recommendation of the Joint Salary Review Committee, place teachers with Category 2 or 3 in secondary school positions.

45.32 Teachers placed as per Article 45.31 shall be paid on the Category 3 scale, plus an annual allowance equal to 1.75% of 6 (max.) (rounded to the nearest dollar).

45.33 Teachers paid in accordance with this Article must up-grade by one category within each four-year period or revert to being paid on actual certification and experience.

45.34 A teacher who fails to meet the requirements of up-grading may appeal to the Joint Salary Review Committee through Article 44.20.

#### **45.40 INTERIM PLACEMENT**

**45.41** A newly-hired teacher will be paid at the minimum salary placement until the teacher's Teacher Qualification Service card and acceptable proof of any previous experience being claimed have been submitted to the Human Resources Department at the Board.

45.42 Minimum placement for Elementary Teachers is Category 2/EB, Step "0".

45.43 Minimum placement for Secondary Teachers is E.P.S., Step "0".

45.44 Where newly-hired teachers show a Teacher Qualification Service Card, they shall be paid at the Category shown Step "0", pending acceptable proof of experience.

45.45 Proof of all experience claimed must be received by the Board before any experience is credited and paid.

45.46 The Board shall provide the Association with a copy of Staff Change Forms issued for Association members.

45.47 Where the T.Q.S. Card and proof of experience are submitted prior to December 31, payment at certification and experience will be effective September 1; if submitted between January 1 and June 30, payment will be effective January 1.

#### **45.50 RECLASSIFICATION**

**45.51** Teachers who complete coursework to attain a higher classification must submit the appropriate official documentation to the Human Resources Department for appraisal.

45.52 Where the documentation is questioned by the Human Resources Department, such documentation will be referred to the Joint Salary Review Committee for evaluation under Article 44.

45.53 If the documentation is received by December 31 for coursework completed up to the previous August 31, payment will be retroactive to September 1.

45.54 If the documentation is received by June 30 for coursework completed up to the previous December 31, payment will be retroactive to January 1.

#### **45.60 EXTENSIONS**

Where the proof required under Articles 45.47, 45.53 and 45.54 has been delayed due to circumstances beyond the teacher's control, these deadlines may be extended if the teacher has submitted a written request for such extension addressed to the Human Resources Department of the Board and the Association's Economic Welfare Chairperson prior to the deadline specified.

### **ARTICLE 46 TEACHING EXPERIENCE**

#### **46.10 CONDITIONS**

Providing the teacher held a valid teaching certificate, or its-equivalent, at the time the experience was gained, teaching experience gained outside the district of Surrey shall be recognized as set out below.

**46.11** Normally, only that experience claimed on a teacher's application form will be eligible for credit as previous experience.

**46.12** For full-time teaching experience, a minimum of ten (10) months full-time service in any one (1) year is required to constitute a year's service, except for one of the years when eight (8) months full-time service will be sufficient to constitute a full year's service.

**46.13** Fractions of years taught outside the district will be accumulated and recognized where:

**46.131** Interrupted full-time teaching experience was of at least four (4) months duration in a single continuous assignment, and/or

**46.132** Part-time or relieving teaching experience was at a rate of 20% or more.

**48.14** For increment purposes, fractions of years not applied at time of hire will be carried to accumulate with local experience.



48.15 Experience as an exchange teacher will be recognized.

46.16 Experience as a teacher with Canadian University Services Overseas (C.U.S.O.) or as a teacher with Canadian International Development Agency (C.I.D.A.) will be recognized.

46.17 A teacher shall not be credited with more than one (1) increment for service in any twelve (12) months' period.

#### **46.20 PUBLIC SCHOOLS**

46.21 Full credit will be granted for teaching experience gained in all public schools in Canada, the United States, and in countries currently or previously members of the British Commonwealth.

46.22 "Public Schools" are defined as schools which are financed through government funds, follow government-sanctioned curricula of studies, are government inspected and are governed by a publicly elected or government appointed body.

#### **46.30 PRIVATE OR PAROCHIAL**

Full credit for all teaching experience gained in a private or parochial school shall be granted:

46.31 For experience since 1977, where the school has been classified as a Group 2 school under the **Independent Schools Support Act** (1977) and

46.32 For experience prior to 1977, where it can be demonstrated that a Group 2 school had been inspected and certified, or

46.33 At any time where the Joint Salary Review Committee is satisfied that the courses taught by the teacher followed the Curriculum of the B.C. Ministry of Education, or equivalent, and that a student transferring to a B.C. public school, or equivalent, at the same grade level would be allowed full course credit.

#### **46.40 UNIVERSITY/COLLEGE**

46.41 Subject to Article 46.43, full credit shall be granted for teaching experience gained as a member of the faculty of an accredited university or college in Canada, the United States and in countries currently or previously members of the British Commonwealth, where the teaching load is nine (9) or more class contact hours per week.

46.42 Subject to Article 46.43, full credit shall also be granted for teaching experience at an accredited technical or vocational post-secondary school in Canada,

the United States and in countries currently or previously members of the British Commonwealth, where the teaching load is twelve (12) or more class contact hours per week.

**46.43** Where previous experience claimed under Articles 46.41 and/or 46.42 was for periods of less than a full academic year, portions of academic years may be accumulated to count as full years.

**46.44** Accreditation shall be determined by the appropriate Department of the Ministry of Education.

**46.50 OTHER TEACHING EXPERIENCE**

At the sole discretion of the Joint Salary Review Committee, credit may be granted for teaching experience in public schools, universities, colleges, vocational or post-secondary schools in other countries.

**ARTICLE 47**

**OTHER EMPLOYMENT EXPERIENCE**

**47.10 RELATED EXPERIENCE**

**47.11** Teachers with related experience in Commerce, Chef Training or Industrial Education shall be allowed one-half credit for acceptable trade experience (as prescribed in Article 47.20) up to a maximum of eight increments total, including any increments for apprenticeship granted under Article 47.12.

**47.12** Teachers of Industrial Education courses shall be allowed credit (as prescribed in Article 47.20) for a maximum of two increments on scale for completion of certified apprenticeship training or its equivalent.

**47.13** Where a teacher is paid in accordance with Article 45.23, the total experience credited under Articles 47.11 and 47.12 shall not exceed six (6) increments.

**47.20 EVALUATION OF RELATED EXPERIENCE**

**47.21** Applications for recognition of non-teaching experience must be submitted, in writing, to the Association's Economic Welfare Committee with a copy to the district's Human Resources Department.

**47.22** To be eligible for consideration, teachers must file, in writing, their intent to claim for non-teaching experience within six (6) weeks of the effective date of their appointment.

47.23 All applications must be in writing and must include documentary evidence to support the teacher's claim.

47.24 To be eligible for consideration, teachers must spend over one-half of their teaching time in the applicable subject field.

47.25 No credit will be granted for apprenticeship, or portion thereof, gained before the age of eighteen (18).

47.26 In order to receive credit for the "equivalent" of apprenticeship a teacher who does not hold a **certificate** of journeyman competence may be required to write an examination at B.C.I.T. in order to obtain a tradesman's qualification certificate.

47.27 Periods of employment service of less than four months duration may not be combined to carry credit.

47.28 Twenty-four (24) months of experience shall constitute one year's experience credit.

47.29 Applications will be evaluated by the Joint Salary Review Committee, whose decisions are subject to appeal under the grievance procedure.

#### **47.30 EARLY CHILDHOOD EDUCATION/ SOCIAL WORK**

Teachers with experience in Early Childhood Education or Social Work will be granted credit for that experience where the Joint Salary Review Committee in its sole discretion is satisfied that the experience is related to the applicant's assignment and that the experience was gained subsequent to obtaining a recognized diploma certificate or degree program. Where such experience followed a university degree it will be recognized at full credit and where it followed a recognized diploma certificate it will be recognized at one-half credit.

#### **47.40 ARMED FORCES**

47.41 Providing that a teacher's university preparation, training, or career was interrupted, military service in the Commonwealth Armed Forces in the Korean Theatre of Action during the Korean War (June 1950 to April 1955) or as a member of a United Nations Peace Keeping Unit shall carry full experience credit.

47.42 Twelve months of such service will constitute one year's experience, and

47.43 A period of at least eight months shall constitute the final year's experience.

**ARTICLE 48  
INCREMENTS**

**48.10 SECONDMENTS/EXCHANGES/  
PROFESSIONAL GROWTH**

The Board shall grant full increments to a teacher who:

48.11 The Board places "on loan" to the Association or to the B.C.T.F. in order to perform the duties of a duly elected officer of the Association or of the B.C.T.F., or

48.12 Is given an educationally-related temporary appointment with a Government Ministry or Agency, or

48.13 Is given a temporary appointment to the teaching staff of a teacher-training Institute in B.C., or

48.14 Is given a term specific appointment to the staff of the B.C.T.F. or the S.T.A., or

48.15 Is granted leave to serve as an exchange teacher, or

48.16 Is granted leave to serve as a teacher with Canadian University Services Overseas (C.U.S.O.) or as a teacher with Canadian International Development Agency (C.I.D.A.), or

48.17 Is granted leave of absence for professional growth in accordance with Appendix F.

**48.20 ACCUMULATION OF EXPERIENCE**

The following experience will be accumulated by the district Payroll Department, with calculations for increments made as of September and January:

48.21 Full-time experience with this district and/or,

48.22 Relieving or part-time experience with this district, and/or

48.23 Experience as a teacher-on-call as specified in Article 9.80, and/or

48.24 Fractions of years of service outside Surrey which are carried under Articles 46.14 or 48.10, or

48.25 A combination of the above.

**48.30 CREDIT OF INCREMENTS**

48.31 Increments shall be due on either September 1 or January 1.

48.32 Increments shall be due at the next increment date following the accumulation of ten (10) months full-time continuous service, except for

**48.33** Once during the teacher's career with this district, where eight (8) months of "full-time continuous service" will be sufficient to constitute a year's service.

**48.34** A teacher shall not be credited with more than one increment for service in any 12 month period.

**48.35** "Full-time continuous service" will not be considered to be broken until an employee has been on leave without pay for more than 20 school days between the employee's increment anniversary dates, HOWEVER

**48.36** Teachers on extended sick leave shall not have their increments delayed due to absence until such time as they have been absent, without pay, for more than two teaching months between their increment anniversary dates.

**48.40 WITHHOLDING INCREMENTS**

**48.41** Salary increments shall be automatic upon each anniversary date (pursuant to Article 48.30) unless unsatisfactory professional growth is evidenced by a less than satisfactory report under Article 41 or 42.

**48.42** In the case where an increment is to be withheld, the teacher shall be notified by the Secretary-Treasurer of the Board, in writing, on or before March 31. Such notification is to include a statement of:

**48.421** Detailed reasons for the action,

**48.422** Assistance offered to the teacher over the year, and

**48.423** Earlier indications to the teacher that such action might be taken.

**ARTICLE 49  
SALARY ADJUSTMENTS**

**49.10 MONTHLY SALARY**

Normally, 10% of the applicable yearly salary stated in Appendices A to C will be due and payable by the last working day of each teaching month BUT this monthly salary may require an adjustment where the employee has:

**49.11** Been on Medical Leave of Absence after the expiry of paid sick leave, **and/or**

**49.12** Been on Leave of Absence Without Pay (see Article 40), **and/or**

**49.13** Been on Leave of Absence at the cost of substitute (see Article 40), **and/or**

**49.14** Been hired in mid-month after the start of the current school year, or

**49.15** Terminated in mid-month.

#### **49.20 PART MONTH SALARY**

**49.21** Where an employee is to be paid for less than a full month's salary, the employee shall be paid the greater of:

**49.211** One-twentieth (1/20) of the regular monthly salary for each day taught, or

**49.212** The full regular monthly salary less 1/20 of the salary for each day not taught.

**49.22** Absences of less than a full day will be deducted in the same ratio (to the nearest tenth) as the portion of the day for which the employee was absent bears to the employee's full regular assignment.

**49.23** Attendance for less than a full day will be paid in the same ratio (to the nearest tenth) as the portion of the day for which the employee was in attendance bears to the employee's full regular assignment.

**49.24** In Articles 49.21 to 49.23, an employee will be considered to have reported for duty on days where the employee was actually on paid sick leave.

**49.25** An employee will lose any claim for salary in any month where the employee was on leave of absence without pay for all of the prescribed teaching days in that month.

#### **49.30 DEATH BENEFITS**

In the event of the death of an employee who is on active service, the Board shall pay the salary to the end of the month in which death occurs, to the widow, widower (or spouse equivalent), or dependent children of the deceased. A notice will be enclosed with the last pay advising the beneficiary to seek advice on the taxable status of this benefit under the Income **Tax Act**.

#### **49.40 SUPPLEMENTAL UNEMPLOYMENT BENEFITS**

**49.41** The Board shall enter into and register a Supplemental Employment Benefit Plan under the terms of the **Unemployment Insurance Act** and, pursuant to the Plan,

49.42 The Board shall pay a pregnant employee who takes maternity leave pursuant to the maternity leave provisions of the **Employment Standards Act** (as amended in 1991) of B.C. (or to a parent who qualifies for Unemployment Insurance benefits for birth or adoption) 95% of the employee's current salary for the first two weeks of the leave, THEREAFTER,

49.43 For a further fifteen weeks, the Board shall pay the employee the difference between 57.5% of the employee's current salary and the amount of U.I.C. benefits received by the employee. Effective July 1, 1993 the Board shall pay the employee the difference between 70% of the employee's current salary and the amount of U.I.C. benefits received by the employee. This provision will apply only to those employees who commence maternity leave on or subsequent to July 1, 1993.

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49.44 Where the employee fails to qualify for Unemployment Insurance benefits because of an insufficient number of weeks at work, the employee will receive 95% of the employee's current salary for the first two weeks of the leave and, for the next fifteen weeks, will receive the difference between 57.5% of the employee's current salary and the amount of U.I.C. benefits to which the employee would have been entitled had the employee worked at that rate for the full qualifying period. Effective July 1, 1993 the Board shall pay the employee the difference between 70% of the employee's current salary and the amount of U.I.C. benefits received by the employee. This provision will apply only to those employees who commence maternity leave on or subsequent to July 1, 1993.

**49.50 COST OF SUBSTITUTE**

49.51 Where an employee is on leave of absence at cost of substitute (see Article 39) the daily rate of deduction will be a \$4.00 benefits cost plus 106% (6% pension cost) of:

$$\frac{\text{Category 3 Step 0} + \text{Category 4 Step 0}}{460}$$

49.52 The daily rate of deduction is:

Effective July 1, 1992:	\$140.16
Effective July 1, 1993:	\$141.51
Effective <b>June</b> 30, 1994:	\$144.95

49.53 The deduction may be made whether or not a teacher-on-call is actually required, BUT

49.54 If the Board fails to provide a teacher-on-call where one is requested, then no deduction will be made or required.

#### **49.60 MID-MONTH ADVANCE**

**49.61** Employees will be paid a mid-month advance each month from September to June, with the exception of December.

49.62 Newly hired employees will be eligible for the monthly advance starting in the month subsequent to their being hired.

49.63 An employee's mid-month advance will be calculated at approximately 30% of the employee's gross monthly salary and will be paid, value dated, the sixteenth of the month.

49.64 The Board will provide one salary information slip at the end of each month.

#### **49.70 TEACHER-ON-CALL PAY PERIODS**

Teachers-on-call will be paid bi-weekly, with a ten (10) calendar day hold-back -i.e., pay for a two week period ending on a Friday will be value dated the Monday ten (10) calendar days subsequent to that Friday.

#### **49.60 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

**49.61** All Association members shall be deducted monthly premiums as set by the Joint E.F.A.P. Committee.

49.62 The Board shall pay 80% of the costs of the plan.

49.63 The Employee and Family Assistance Plan covers a range of counselling services, including counselling for Association members and retirees as well as their families as defined by the Master Agreement.

**NOTE:** The details for this plan can be found in your STARA Handbook.

#### **49.90 U.I.C./S.I.F. REBATE**

**49.91** Effective January 1, 1991, the Board shall remit monthly to the BCTF Salary Indemnity Fund the employee's share of the unemployment insurance premium reduction.

49.92 For 1991 and subsequent calendar years, the Board shall calculate each individual employee's share of the remitted savings and include it as part of the employee's taxable income.



**ARTICLE 50  
HOURLY RATES**

**50.10 HOURLY RATES**

**50.11** The Board will pay employees working on an hourly basis (other than summer school teachers) at the rate of 1/1000 of the employee's regular scale placement for each hour of instruction given by the employee.

**50.12** Where an employee has a regular school position and is also employed in another district program and the employee's combined assignment exceeds 100%, the employee will be paid at an hourly rate of 1/1000 of the employee's regular scale placement for time worked in excess of 100%.

**50.20 SUMMER SCHOOL TEACHERS**

The Board will pay summer school teachers on an hourly basis at the rate of 1/1000 of Category 6 Step 0 for each hour of instruction given by the teacher. (\$37.06 in 1992) (\$37.44 in 1993) (\$38.37 as of June 30, 1994)

**ARTICLE 51  
INDEMNITIES**

**51.10 INDEMNIFICATION**

The Board will defend, save harmless and indemnify an Association member from any demands, claims, suits, actions or other proceedings which may be brought against the Association member and which arise from the performance of the Association member's duties and responsibilities or while participating in extra-curricular activities and for any cost, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith, provided that this covenant does not apply in respect of any criminal acts committed by the Association member or in respect of any civil negligence on the part of the Association member occurring outside the course and scope of the Association member's appointment.

#### **51.20 MILEAGE ALLOWANCE**

**51.21** When a principal authorizes an Association member to use the Association member's own vehicle for school district business, the Association member will be reimbursed in accordance with Board Policy 4410, Section III. Claim for authorized travel must be submitted on the prescribed Board form.

**51.22** Association members who have been reimbursed for 1600 km of business use of their vehicle during a school year (July 1st through the following June 30th) and who are able to demonstrate that they have been carrying "business use" insurance on their vehicle will be reimbursed for the difference between the actual cost of "to and from work" insurance and "business use" insurance, up to a maximum reimbursement of one hundred fifty dollars (\$150.00). Such claims must be submitted to the school district Accounts Department by September 30th for the previous school year.

#### **51.30 FIRST AID TRAINING**

Providing the Association member obtains the prior approval of the Teacher Personnel Office, an Association member will be reimbursed for the cost of taking an Industrial First Aid Course and examination on receipt of proof of successful completion of the course and examination fees expended.

#### **51.40 VEHICLE VANDALISM/THEFT**

**51.41** The Board will pay 75% of the deductible portion (to a maximum of \$75.00) of a damage claim to an Association member's motor vehicle which has been **vandalized** at an approved school function, and will include damage inflicted during the theft of a vehicle.

**51.42** Before payment is made, the Association member must provide the Board with the police case number for the incident and proof that repairs have been carried out.

#### **51.50 LOSS OR DAMAGE TO TEACHING AIDS.**

**51.51** The Board shall make compensation, to a maximum of \$750, to an Association member who incurs loss or damage to personally owned professional materials brought to the Association member's workplace to assist in the execution of the Association member's duties provided that:

**51.52** Each article in question has been registered in the school office at the beginning of the period of time it is kept in the school.

51.53 A realistic estimate of the value of each article is recorded with registration.

51.54 The loss or damage is not the result of negligence on the part of the Association member claiming compensation.

51.55 The claim for loss or damage exceeds five dollars (\$5.00).

#### **51.60 DAMAGED TEACHING MATERIALS**

In the event that a classroom has been extensively vandalized or is damaged by fire, smoke or water, the teacher will, when necessary, request a school administrative officer for assistance and/or release time to re-assemble or recover teaching materials.

### **ARTICLE 52 HEALTH & WELFARE PLANS**

#### **52.10 ELIGIBILITY**

**52.11** Employees are eligible for participation in all benefits in Articles 52 and 53 upon the effective starting date of employment, except where the terms of enrollment on the plan specify a later effective date.

52.12 Coverage will extend to the end of the next teaching month following a deduction of premiums.

**52.13** At the time of hire the Board shall provide each employee with an application or enrollment form for participation in the Medical, Dental, Extended Health and Group Life Insurance benefit plans.

**52.14** In the event an employee does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the employee and kept on file by the Board.

**52.15** During the term of this agreement, a meeting will be convened involving the parties and other stakeholders (i.e., other employee group representatives) to develop an annual benefits summary statement to be used to provide an annual statement to employees. The data contained in the statement shall be within the capacity of the Board's Payroll/Human Resources Department Information System.

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**52.20 MEDICAL INSURANCE**

The Board and the Association will participate in the Medical Services Plan of British Columbia (Group #4200366), with the Board paying 80% of the premium cost for participating full-time employees.

**52.30 GROUP LIFE INSURANCE**

**52.31** The Board and the Association will participate in the BCTF/BCSTA Group Life Insurance Plan "A" (Group #20414GLA) with the Board paying 80% of the premium cost for participating full-time employees.

**52.32** Any premium contributed by the employee toward the total premium payable under this policy for insurance on the life of such employee shall be deemed by the Board to be applied first to the premium for the amount of the employee's insurance (if any) in excess of \$25,000 and the balance (if any) of the employee's premium shall be deemed by the Board to be applied to the first \$25,000 of the employee's insurance.

**52.40 VOLUNTARY GROUP LIFE PLAN**

**52.41** The Board will operate a payroll deduction plan for those employees wishing to participate in an optional BCTF Life Insurance Plan.

**52.42** Participation in the plan will be voluntary, with the employees paying the total cost of the premium.

**52.43** Changes desired in dependent status or contribution levels may be requested at any time.

**52.44** Deduction adjustments will commence in the month after the enrollee's notice (filed with the district's Payroll Department) has been accepted and registered by the insurer.

**52.45** As the premium is prepaid, revised coverage will take effect the month following the new deduction rate.

**52.50 EXTENDED HEALTH BENEFITS**

**52.51** The Board and the Association will participate in the Extended Health Benefits Plan (Group #20036) of the B.C. Medical Services Association, with the Board paying 80% of the premium cost for participating full-time employees.

**52.52** The plan will have a \$100,000 liability maximum for any one claimant. This maximum may be reinstated, however, after two calendar years without further claim. Effective January 1, 1994 the liability maximum for any one claimant shall be increased to \$1000,000.

52.53 The plan will contain a Vision Care option paying claims of up to \$150 per claimant every two calendar years.

52.54 The plan will contain an option for adult hearing aids which will pay claims of up to \$400 every four calendar years.

52.55 The plan will contain an option paying claims of up to \$200 per calendar year for orthotics prescribed by an orthopaedic surgeon.

**52.60 BENEFITS DURING MEDICAL LEAVE OF ABSENCE**

**52.61** During the period that an employee is on Medical Leave of Absence, the Board and the employee shall continue to contribute their respective shares of the premiums for the applicable benefits under Articles 52 and 53 to the end of the school year in which the employee's accumulated sick leave expires.

52.62 Thereafter, the employee on Medical Leave of Absence may continue participation in these Group Plans upon the annual pre-payment to the Board of the employee's share of the premiums applicable to maintain coverage.

**52.70 BENEFITS DURING LEAVE OF ABSENCE**

An employee about to take leave of absence may continue those benefits under Articles 52 and 53 upon the Board receiving pre-payment of the total premium applicable during the leave of absence. Continuation of this arrangement for more than one year is subject to annual review.

**52.80 PENSION CONTRIBUTIONS**

The Board shall advise all newly-hired employees, including teachers-on-call, that they will be required as a condition of employment to contribute to the Teachers' Pension Plan (or Municipal Superannuation Plan if an employee is not eligible for enrollment in the Teachers' Pension Plan) for all time worked up to full-time.

**52.90 BENEFITS FOR RETIREES**

A retiree may continue participation in these Group Plans upon the annual pre-payment to the Board of the total premiums applicable to maintain coverage.

**53.10 BOARD/ASSOCIATION SHARING**

The Board and the Association will participate in the Dental Care Services Plan of the Medical Services Association (Group #D1570) with the Board paying 80% of the premium cost for participating full-time employees who are not currently covered as spouses on this or an alternative dental plan. (See Article 8.40 for the cost sharing for part-time employees.)

**NOTE:** The purpose of this provision is to prevent duplicate dental coverage which would result in the plan paying a greater share of the dental costs than intended in Article 53.20.

**53.20 COVERAGE PROVIDED**

The Plan will pay:

✓ / **53.21** 85% of the costs of dental work covered by MSA Plan "A" and/or

✓ **53.22** 70% of the costs covered by MSA option "B", and/or

**53.23** 70% of the costs covered by MSA Plan "C" to a maximum lifetime benefit of \$2000 per patient.

**53.30 CONDITION OF EMPLOYMENT**

As a **condition of employment**, all new employees shall be required to give written notice of one of the following choices:

**53.31** I have been covered by an alternative dental plan within the ~~past 90 days~~ and wish to enrol in this plan immediately. Enclosed you will find my completed application form, or

**53.32** I wish to enrol in this plan upon completion of the required waiting period. Enclosed you will find my completed application form, or

**53.33** I am covered on my spouse's dental plan and do not require coverage at this time, or

**53.34** I am not covered by any dental plan and do not wish to participate in this or any similar dental plan for personal reasons.

**53.40 WAITING PERIOD**

The **waiting period** under Article 53.32 shall be:

**53.41** Employees hired between June 1st and January 31st shall be eligible for participation on the September 1st following this period.

**53.42** Employees hired between February 1st and May 31st shall be eligible for participation on the following January 1st.

**53.50 CHOICE DEADLINE**

Option 53.34 will not be considered final until the expiry of the waiting period.

**53.60 ADDING DEPENDENTS**

Except where dependents have been covered under an alternative Dental Plan, the dental carrier may refuse coverage of any new dependent who has not been enrolled on this plan within 90 days of birth, marriage, adoption or guardianship.

**53.70 DEPENDENT CHILDREN**

Coverage of dependent children terminates upon their reaching age 21.

**53.60 RETURN TO ACTIVE SERVICE**

An employee who has discontinued coverage during a leave of absence will be automatically reinstated under this plan during the month following return to the active service of the Board. In order to facilitate this, the employee will attend a documentation meeting scheduled by the district.

**53.90 REFUSAL OR CANCELLATION:**

An employee who has previously refused or cancelled coverage under this plan shall be eligible for further participation where the employee:

**53.91** Has been covered through a spouse's participation in this or an alternative dental plan within the 90 days immediately prior to application for coverage or reinstatement, or

**53.92** Submits pre-treatment forms completed by a dentist for each **member** of the family requesting **coverage**. Where the dentist declares that only minor (i.e., Plan A) dental work is planned, the **employee** will be enrolled upon the dental carrier receiving the regular applicable premiums **plus** a penalty payment equal to six (6) months of total applicable premiums.

NOTE: Penalty payments are not subject to sharing under Article 53.10 and for 1993 will be \$173.70 single, \$344.10 couple or \$486.60 family.

**ARTICLE 54  
SCHOOL ACT APPEALS**

**54.10 INITIAL INQUIRIES**

When a student and/or parent wishes to question a decision made by an Association member on the grounds that it significantly affects the education, health or safety of a student, the appellant(s) will be requested to consult with the Association member who made the decision.

**54.20 RIGHT TO REPRESENTATION AND APPEAL**

The Board acknowledges the rights of employees, pursuant to this agreement, to

**54.21** Be accompanied or represented by the Association in proceedings related to appeals under Section 11 of the **School Act**, and

**54.22** Grieve a Board decision with respect to an appeal under Section 11 of the **School Act** where an employee is aggrieved by any such decision.

**54.30 PRELIMINARY REQUIREMENT**

No appeal of an employee's decision, filed by a pupil, parent or guardian under Section 11 of the **School Act**, will be received by the Superintendent until the appellant has first discussed the matter with the employee(s) concerned unless the appellant has reasonable cause, acceptable to the Superintendent in consultation with the President, not to enter into such discussion.

**54.40 NOTIFICATION**

When an appeal regarding an employee's decision is received by the Superintendent, the employee and the Association will be:

**54.41** Promptly informed of receipt of the appeal, and

**54.42** Subsequently provided with copies of the Superintendent's report to the Board, and any written submissions provided by the appellant in support of the appeal, and

**54.43** Afforded reasonable opportunity to provide a written response to the appeal and to any written submission made in support of the appeal.

**54.50 APPEAL HEARINGS**

Where the Board, or a committee authorized by the Board, schedules a meeting to hear an appeal of an employee's decision, the employee and the Association will be notified immediately and invited to attend any such meeting at which the appellant or appellant's representative is to be present.



**54.60 BOARD DECISION**

Not later than seven (7) days (exclusive of weekends and statutory holidays) after the hearing, the Board shall advise the employee and the Association, in writing, of the Board's decision with a summary of the reasons for any such decision.

**54.70 APPEAL OF A BOARD DECISION**

Where the decision of the Board is appealed through the grievance process, the provisions of Articles 58.10 through 58.36 will be considered to have been utilized and the Association may, at the written request of the employee refer the matter to arbitration pursuant to Articles 58.37 through 58.56.

**ARTICLE 55**

**DISMISSAL BASED ON PERFORMANCE**

**55.10 UNSATISFACTORY PERFORMANCE**

The Board shall not dismiss an employee for unsatisfactory performance except where the Board has received three reports prepared in accordance with Article 41 of this agreement indicating that the learning situation in the class or classes of the teacher (or performance of an employee who has other than a classroom assignment) is less than satisfactory.

**55.20 THREE REPORTS**

The reports referred to in Article 55.10 shall be prepared in accordance with the process established in Article 41 and in accordance with the following conditions:

**55.21'** The reports shall have been issued in a period of not less than 12 or more than 24 months;

**55.22** The 12 to 24 month period in Article 55.21 shall be extended by any periods of time an employee is absent, excepting only short term absences of one (1) month or less. If the Board believes that abuse of this provision is occurring, the Superintendent shall consult with the President.

**55.23** At least one of the reports shall be a report by the Superintendent, the Deputy Superintendent, an Assistant Superintendent, or a Director of Instruction.

**55.24** The reports shall be written by at least two (2) different evaluators.

**55.25** The reports shall be written independently of each other, and the report writers shall not collaborate with regard to the results.

**55.26** As a general practice, a report will be written by an administrative officer who has responsibility for the operation of the school/worksite, has a supervisory relationship with the employee, or has expertise in the employee's major area of assignment.

**55.30 DISMISSAL**

When an employee is to be dismissed for unsatisfactory performance, the employee will be:

**55.31** Provided with written notice of dismissal at least one (1) month prior to the end of a school term, to be effective at the end of that school term, and

**55.32** Afforded a hearing pursuant to Article 57 prior to the proposed dismissal date.

**55.40 LEAVE BETWEEN REPORTS**

Where an employee who has received a "less than satisfactory" evaluation report is absent for more than one month any subsequent evaluation conducted within the time period referred to in Article 55.22 will not commence (or continue if the evaluation had already started) until at least:

**55.41** One (1) week after the employee's return to duty after an absence of at least one (1) month,

**55.42** Two (2) weeks after the employee's return to duty after an absence of at least two (2) months,

**55.43** Three (3) weeks after the employee's return to duty after an absence of at least three (3) months,

**55.44** Four (4) weeks after the employee's return to duty after an absence of four (4) months or more.

**55.45** And the 12 to 24 month period referred to in Article 55.22 will be further extended by one, two, three or four weeks as the case may be.

**ARTICLE 56  
DISCIPLINE AND DISMISSAL FOR CAUSE**

**56.10 CAUSE**

The Board will not discipline or dismiss an Association member except for just and reasonable cause.

**56.20 INVESTIGATION**

**56.21** Where the Board initiates an investigation of an employee for the purpose of determining whether there is cause for disciplinary action in respect to the employee, the employee and the Association shall be advised immediately, in writing, of the investigation, the general nature of the allegations made, and of the employee's right to representation. (See Article 5.10)

56.22 Notwithstanding Article 56.21, where the Board has reasonable grounds for concluding that notifying an employee that an investigation is being conducted would prejudice the investigation, notification may be delayed for a reasonable period of time, but will nevertheless be provided before action is taken.

56.23 An Association member who is being questioned as part of an investigation of another employee, pursuant to Article 56.21, may request the presence of an Association representative and the meeting will be adjourned for a reasonable period so that an Association representative may attend. If, at any point during the discussion, the administrative officer believes that there is a reasonable cause for discipline against the Association member being questioned, the administrative officer will adjourn immediately and reconvene under the provisions of Articles 56.21 and/or 5.10.

**56.30 NOTIFICATION AND HEARING**

Where the Board proposes to suspend or dismiss an Association member (other than a suspension to which Section 15(5) of the **School Act** reasonably applies) the Board shall hold a hearing in accordance with Article 57.

**56.40 ASSISTANCE TO REINSTATED ASSOCIATION MEMBERS**

Where an Association member has been suspended or dismissed as a consequence of criminal charges and is subsequently reinstated as a result of an acquittal, of the charges being dropped, or as a result of the findings of an arbitrator:

**56.41** The Association member will be encouraged to utilize the counselling services available to the Association member and the Association member's family through the Employee and Family Assistance Plan, and

56.42 The Board and the Association will cooperate to assist the Association member to a successful return to duty.

56.43 Consideration will be given by the Board for a leave of absence under Article 40.20, for transfer to a vacant position under Article 34.30, for a public statement and for facilitating employment with another school district.

**56.50 FALSE ACCUSATIONS**

When it has been shown that an Association member has been falsely accused, the Board will consider consequential discipline of the accuser where there exists just cause.

**56.60 COLLEGE OF TEACHERS' NOTIFICATION**

**56.61** When a teacher has been charged with a criminal offence the College of Teachers will be advised immediately should the Board suspend or dismiss the teacher as a result of such charge.

56.62 When a teacher has been suspended or dismissed for reasons other than a criminal charge the College of Teachers will be advised when:

**56.621** The appeal process has been abandoned through failure to initiate a grievance or to proceed to subsequent steps of the grievance procedure within the prescribed time limits, or

56.622 The appeal process has been exhausted.

56.63 Correspondence to the College of Teachers as provided for in Article 56.60 will be copied, concurrently, to the teacher and the Association,

**ARTICLE 57  
HEARINGS WITH THE BOARD OR A COMMITTEE OF  
THE BOARD**

**57.10 HEARING TO BE INITIATED**

The Superintendent shall convene a hearing with the Board or a Committee of the Board to consider the evidence and the Superintendent's recommendations before any of the following actions are taken:

**57.11** Termination of the services of an employee on probation pursuant to Article 42,

**57.12** Dismissal for unsatisfactory performance, pursuant to Article 55, or

**57.13** Suspension or dismissal, including any action under section 15(7) of the **School Act**, pursuant to Article 56.

**57.20 NOTIFICATION**

When a **hearing** is initiated under Article 57.10, the Superintendent will provide the Association member and the Association written notice of the:

**57.21** Situation which has occurred,

**57.22** Reasons for any action(s) taken *and/or* recommended for the consideration of the Board or a Committee of the Board, including all available documents to be considered at the hearing; and

**57.23** Time (not less than seven [7] days nor more than eleven [11] days, subsequent to issuance of the notification) and place at which the Board or a Committee of the Board (comprising at least three (3) Trustees) will be available to meet with the Association member and/or representative(s) of the Association (see Article 57.33) should the Association member desire a hearing before the Board or a Committee of the Board considers the evidence and the recommended action.

**57.24** Only the trustees present for the hearing called under Article 57 shall render a decision on the matter.

**57.30 HEARING**

**57.31** The Association member, or the Association on behalf of the Association member, may file a written reply to the reasons for the **action(s)** taken and/or recommended, as provided pursuant to Article 57.20.

**57.32** Not **less** than forty-eight (48) hours (exclusive of weekends and statutory h&days) prior to the time scheduled for the hearing, the Association member, or the Association on **behalf** of the Association member shall advise the Superintendent, in writing, if the right to a hearing is waived.

57.33 At the hearing the Association member **and/or** not more than two (2) representatives of the Association shall be entitled to hear all grounds for the action(s) taken and/or recommended, to receive copies of any additional evidence known to that date and to **question** any person presenting evidence.

**57.40 BOARD/COMMITTEE DECISION**

As soon as possible following the hearing the Board or a Committee of the Board will confirm, vary, or reject the action(s) taken and/or recommended and, not later than seven (7) days after the hearing, will advise the Association member and the Association, in writing, of the Committee's decision. After the **decision** has been communicated to the Association member and the Association, the decision may be released to other persons who may be affected.

**57.50 APPEAL OF A DECISION**

Where a decision of the Board or a Committee of the Board about a suspension, dismissal or termination is appealed through the grievance process, the provisions of Articles 58.10 through 58.36 will be considered to have been utilized and the Association **may**, at the written request of the Association member, refer the matter to arbitration pursuant to Articles 58.37 through 58.56.

**57.60 TIME LIMITS**

The parties may, by mutual agreement, extend the time limits prescribed in this Article.

**ARTICLE 56  
RESOLUTION OF DIFFERENCES**

**56.10 INTERPRETATION/APPLICATION**

Any difference arising out of the interpretation or application of this agreement including a question as to whether a matter is arbitrable shall be resolved in the manner hereinafter set forth in this Article.

**56.20 INFORMAL RESOLUTION**

**56.21** The Board and the Association agree on the desirability of averting a formal grievance by the use of the following process:

**58.22** Where an Association member or an official of the Board believes that the agreement has been breached, or is about to be breached, the President or designate, and the Superintendent or designate, may attempt to resolve the difference to the satisfaction of both parties.

**58.23** The President or designate, and the Superintendent or designate, may contact personnel involved in the dispute informally to explore such resolution.

**58.30 GRIEVANCE PROCEDURE**

**58.31** An Association member alleging a grievance and an authorized representative of the Association shall first discuss the alleged violation or difference in interpretation with the immediate supervisor concerned within 30 calendar days of

**58.311** When the alleged violation occurred,  
or

**58.312** When the Association member ought reasonably to have known it occurred.

**58.32** At this meeting the participants should acknowledge meeting pursuant to this Article and shall attempt to resolve the matter summarily. If the matter is not satisfactorily resolved within seven (7) calendar days of the initial discussion between the Association member or the Association representative and the supervisor, then;

**58.33** The Association may refer the grievance, within two (2) weeks, to the supervising Area Superintendent or Director of Instruction. Up to three (3) representatives of each party will meet within seven (7) calendar days to attempt to resolve the matter. If the matter is not satisfactorily resolved within seven (7) calendar days, then;

**58.34** The Association may refer the grievance, in writing to the Human Resources Department, within two (2) weeks, to a Joint Grievance Committee comprising three (3) representatives of each party, which will meet within seven (7) calendar days to attempt to resolve the matter. At least one of the Board representatives shall be a Trustee.

**58.35** Grievances by the Board, Association grievances of a general nature affecting a clearly defined group of Association members? or grievances affecting the Association membership as a whole may be referred directly to this committee.

58.36 The Joint Grievance Committee will endeavour to resolve the matter to the satisfaction of both parties but, should it be unable to do so within seven (7) calendar days of the first joint meeting on the matter, then

56.37 Either party may, within a further fourteen (14) calendar days, or such longer period as agreed, refer the matter to the final determination of an arbitration board whose decision shall be binding on the Board, the Association and the Association members concerned.

56.38 Nothing in this Article will preclude the Board from agreeing to a request to meet during instructional hours pursuant to Article 40.76.

#### **58.40 EXPEDITED ARBITRATION**

**58.41** Individual grievances may be referred to expedited arbitration by the party initiating a grievance relating to:

**58.411** Posting and Filling of vacancies under Articles 31, 32 and 33,

**58.412** Class size grievances under Article 22, and

**58.413** Class composition under Article 23.

58.42 By mutual agreement, any other grievance may be referred to expedited arbitration.

58.43 The party initiating the grievance will provide in writing to the other party complete details of the grievance, the Agreement Article allegedly violated, and the redress being sought.

58.44 Prior to referral to arbitration, the parties shall meet and attempt to resolve the matter in dispute. This meeting shall take place within seven (7) days after the initiation of the grievance. Should the meeting not take place within the stated time line, the grieving party shall have the option of proceeding directly to arbitration.

58.45 Should there be no resolve of the matter in dispute, the parties shall meet within a reasonable time prior to the arbitration hearing and attempt to agree on a Statement of Facts.

58.46 If there is more than one grievance, then the grieving party shall select which grievance will proceed first, and thereafter the parties will alternate selecting the order of the other grievances. Where there are multiple grievances being processed, they shall all be referred to arbitration at the same time.



58.47 Legal representation shall not be used at hearings under the expedited arbitration process.

58.48 Unless the parties agree otherwise, the arbitrator shall be selected by rotation from the following list. Nothing shall prevent the parties from mutually agreeing to an arbitrator who is not on the list:

John Kinzie	Lynn Smith
Heather Laing	Colin Taylor

58.49 The arbitrator shall hear the grievance within fourteen (14) days of the grievance being referred to expedited arbitration, and shall render a decision within a further seven (7) days. If these time lines cannot be met by the selected arbitrator, the next arbitrator from the list who can meet the time lines shall be selected. The decision of the arbitrator shall be final and binding. All mutual costs of the arbitration shall be shared equally between the parties. Each party will bear its own costs.

#### **58.50 ARBITRATION**

Where a difference has been referred to the final determination of an arbitration board pursuant to Article 58.37:

58.51 By agreement of the parties an arbitration board may comprise a sole arbitrator. Failing such agreement, the arbitration board will be comprised of a member nominated by the Board, a member nominated by the Association and a chairperson appointed by the parties' nominees.

58.52 In the event that the parties agree that the arbitration board is to comprise a sole arbitrator, but cannot agree on the name of an arbitrator within fourteen (14) days of referral of the matter to arbitration either party may request the Minister of Labour to make the appointment.

58.53 In the case of a three member arbitration board, where one party fails to appoint a nominee within fourteen (14) calendar days of referral of a matter to arbitration, either party may request the Minister of Labour to make the appointment.

58.54 Where both parties appoint nominees but the nominees cannot agree on the name of a chairperson within fourteen (14) calendar days of the last nominee's appointment, either nominee may request the Minister of Labour to appoint a chairperson.

58.55 The parties should endeavour to prepare an agreed statement of facts prior to any arbitration hearing.

**58.56** Should the parties disagree as to the meaning of the arbitration board's decision, either party may apply to the arbitration board to clarify the decision within seven (7) days of the publication of the decision.

**58.60 WITHOUT PREJUDICE**

**58.61** Where either party elects to not pursue a grievance to the next higher level, that party shall not be deemed to have prejudiced its position for any future grievance on a similar matter.

**58.62** Discussions and correspondence pertaining to proposed offers of settlement, which occur in the course of the grievance procedures, shall be without prejudice and shall not be admissible at the arbitration hearing.

**58.70 COSTS**

Each party will bear fifty percent (50%) of the cost of arbitration meeting facilities and arrangements and of the fees and expenses of the sole arbitrator or chairperson. Each party will be responsible for the full costs, fees and expenses of their nominee, advocate, witnesses, etc.

**ARTICLE 59  
GENERAL**

**59.10 COPIES OF CONTRACT**

**59.11** Each Association member employed by the Board shall be given a copy of this agreement:

**59.111** Within six (6) weeks of the successful conclusion of negotiations, or

**59.112** Upon appointment to the district.

**59.12** The Association will handle the distribution to all employees currently on staff, and the Board will give copies to new appointees at the time of appointment to the district.

**59.13** The Board will mail a copy of the agreement to each employee on leave of absence.

**59.14** This agreement will be published in booklet form with the costs being shared equally by the Board and the Association.

#### **59.20 NEW POSITIONS**

59.21 If, during the life of this agreement, the Board creates a new position or reclassifies any position, the classification of this position relative to salary, allowances and bonuses shall be referred to the Joint Salary Review Committee.

59.22 If the Joint Salary Review Committee is unable to resolve the matter within two meetings, any unresolved questions may be referred, in writing, to the Joint Grievance Committee.

#### **59.30 RESIGNATION**

59.31 Unless special circumstances exist, employees shall provide the Board at least thirty (30) days written notice of resignation. Resignations will normally be effective as of the end of a term or semester, whichever may apply.

59.32 Employees shall provide the Association with copies of their notice of resignation.

59.33 Where the Board has prior notice of a resignation, the Association will be notified of the resignation by the Board before the effective date of such resignation.

#### **59.40 NEW CONTRACT PROVISIONS**

The provisions of this Agreement shall take effect as of the year in which they became a part of the Agreement, and will not result in a retroactive payment for years prior to the effective date of this Agreement

THE PROVISIONS OF THIS AGREEMENT WERE DETERMINED BY THE BINDING RECOMMENDATIONS OF SPECIAL MEDIATOR, DON COTT. MR. COTT'S REPORT WAS GIVEN TO THE PARTIES ON JUNE 24, 1993.

501A

# APPENDIX A

## SALARIES AS AT JULY 1, 1992

### A.01 CATEGORIES

Level	2/EB*	3/EA	4/PC	5/PB	6/PAM
0	27710	-28260	30830	33503	37062
1	28969	29519	32392	35431	39191
2	30228	30778	<del>33954</del>	37359	41320
3	31487	32037	35516	39287	43449
4	32746	33296	37078	41215	45578
5	34005	34555	38640	43143	47707
6	35264	35814	40202	45071	49836
7	36523	37073	41764	46999	51965
8	37782	38332	43326	48927	54094
9	39041	39591	44888	50855	56223
10	40300	40850	46450	52783	58352
11			48012	54711	60481

#### Increments:

10x1259 10x1259 11x1562 11x1928 11x2129

\*Calculated as Category 3 Minus \$550.00 Per Article 45.23.

### A.02 SUPPLEMENTARY CLASSIFICATIONS

Articles 45.30, 45.25, 45.26 and 45.28 produce the following scales:

Level	E.P.S.	4 + (M)	5 + (M)	6-/PB+15
0	29318	31380	34053	36512
1	30577	32942	35981	38641
2	31836	34504	37909	40770
3	33095	36066	39837	42899
4	34354	37628	41765	45028
5	35613	39190	43693	47157
6	36872	40752	45621	49286
7	38131	42314	47549	51415
8	39390	43876	49477	53544
9	40649	45438	51405	55673
10	41908	47000	53333	57802
11		48562	55261	59931

#### Increments:

10x1259 11x1562 11x1928 11x2129

**A.03 CONVERSION TABLES FOR ALLOWANCES**

**EFFECTIVE JULY 1, 1992**

11.5%	of 6 (max) =	6955.30
10%	of 6 (max) =	6048.10
8.5%	of 6 (max) =	5140.90
7%	of 6 (max) =	4233.70
6.5%	of 6 (max) =	3931.30
4.6%	of 6 (max) =	2782.10
3.45%	of 6 (max) =	2020.10
2.3%	of 6 (max) =	1391.10
2%	of 6 (max) =	1209.60
1.75%	of 6 (max) =	1058.00
1%	of 6 (max) =	604.80
0.08%	of 6 (max) =	48.40
0.04%	of 6 (max) =	24.20

**A.04 DAILY RATES FOR ARTICLES 9.40 AND 49.21:**

Level	2/EB	3/EA	4/PC	5/PB	6/PAM
0	138.55	141.30	154.15	167.52	185.31
1	144.85	147.60	161.96	177.16	195.96
2	151.14	153.89	169.77	186.80	206.60
3	157.44	160.19	177.58	196.44	217.25
4	163.73	166.48	185.39	206.08	227.89
5	170.03	172.78	193.20	215.72	238.54
6	176.32	179.07	201.01	225.36	249.18
7	182.62	185.37	208.82	235.00	259.83
8	188.91	191.66	216.63	244.64	270.47
9	195.21	197.96	224.44	254.28	281.12
10	201.50	204.25	232.25	263.92	291.76
11			240.06	273.56	302.41

Level	E.P.S.	4 + (M)	5 + (M)	6-/PB+15
0	146.59	156.90	170.27	182.56
1	152.89	164.71	179.91	193.21
2	159.18	172.52	189.55	203.85
3	165.48	180.33	199.19	214.50
4	171.77	188.14	208.83	225.14
5	178.07	195.95	218.47	235.79
6	184.36	203.76	228.11	246.43
7	190.66	211.57	237.75	257.08
8	196.95	219.38	247.39	267.72
9	203.25	227.19	257.03	278.37
10	209.54	235.00	266.67	289.01
11		242.81	276.31	299.66

**APPENDIX B**  
**SALARIES AS AT JULY 1, 1993**

<b>B.01 CATEGORIES</b>					
Level	2/EB*	3/EA	4/PC	5/PB	6/PAM
0	27991	28541	31136	33840	37435
1	29263	29813	32714	35787	39585
2	30535	31085	<del>34292</del>	37734	41735
3	31807	32357	35870	39681	43885
4	33079	33629	37448	41628	46035
5	34351	34901	39026	43575	48185
6	35623	36173	40604	45522	50335
7	36895	37445	42182	47469	52485
8	38167	38717	43760	49416	54635
9	39439	39989	45338	51363	56785
10	40711	41261	46916	53310	58935
11			48494	55257	61085

**Increments:**  
 10x1272 10x1272 11x1578 11x1947 11x2150  
 \*Calculated as Category 3 Minus \$550.00 Per Article 45.23.

**B.02 SUPPLEMENTARY CLASSIFICATIONS**  
 Articles 45.30, 45.25, 45.26 and 45.28 produce the following scales:

Level	E.P.S.	4 + (M)	5 + (M)	6-/PB+15
0	29610	31686	34390	36885
1	30882	33264	36337	39035
2	32154	34842	38284	41185
3	33426	36420	40231	43335
4	34698	37998	42178	45485
5	35970	39576	44125	47635
6	37242	41154	46072	49785
7	38514	42732	48019	51935
8	39786	44310	49966	54085
9	41058	45888	51913	56235
10	42330	47466	53860	58385
11		49044	55807	60535

**Increments:**  
 10x1272 11x1578 11x1947 11x2150

**B.03 CONVERSION TABLES FOR ALLOWANCES****EFFECTIVE JULY 1, 1993**

11.5%	of 6 (max) =	7024.80
10%	of 6 (max) =	6108.50
8.5%	of 6 (max) =	5192.20
7%	of 6 (max) =	4276.00
6.5%	of 6 (max) =	3970.50
4.6%	of 6 (max) =	2809.90
3.45%	of 6 (max) =	2107.40
2.3%	of 6 (max) =	1405.00
2%	of 6 (max) =	1221.70
1.75%	of 6 (max) =	1069.00
1%	of 6 (max) =	610.90
0.08%	of 6 (max) =	48.90
0.04%	of 6 (max) =	24.40

**B.04 DAILY RATES FOR ARTICLES 9.40 AND 49.21:**

Level	2/EB	3/EA	4/PC	5/PB	6/PAM
0	139.96	142.71	155.68	169.20	187.18
1	146.32	149.07	163.57	178.94	197.93
2	152.68	155.43	171.46	188.67	208.68
3	159.04	161.79	179.35	198.41	219.43
4	165.40	168.15	187.24	208.14	230.18
5	171.76	174.51	195.13	217.88	240.93
6	178.12	180.87	203.02	227.61	251.68
7	184.48	187.23	210.91	237.35	262.43
8	190.84	193.59	218.80	247.08	273.18
9	197.20	199.95	226.69	256.82	283.93
10	203.56	206.31	234.58	266.55	294.68
11			242.47	276.29	305.43

Level	E.P.S.	4 + (M)	5 + (M)	6-/PB+15
0	148.05	158.43	171.95	184.43
1	154.41	166.32	181.69	195.18
2	160.77	174.21	191.42	205.93
3	167.13	182.10	201.16	216.68
4	173.49	189.99	210.89	227.43
5	179.85	197.88	220.63	238.18
6	186.21	205.77	230.36	248.93
7	192.57	213.66	240.10	259.68
8	198.93	221.55	249.83	270.43
9	205.29	229.44	259.57	281.18
10	211.65	237.33	269.30	291.93
11		245.22	279.04	302.68

**APPENDIX C**  
**SALARIES AS AT JUNE 30, 1994**

<b>C.01</b>		<b>CATEGORIES</b>				
<b>Level</b>	<b>2/EB*</b>	<b>3/EA</b>	<b>4/PC</b>	<b>5/PB</b>	<b>6/PAM</b>	
<b>0</b>	28704	29254	31917	34684	38369	
<b>1</b>	30008	30558	33534	36680	40573	
<b>2</b>	31312	31862	35151	38676	42777	
<b>3</b>	32616	33166	36768	40672	44981	
<b>4</b>	33920	34470	38385	42668	47185	
<b>5</b>	35224	35774	40002	44664	49389	
<b>6</b>	36528	37078	41619	46660	51593	
<b>7</b>	37832	38382	43236	48656	53797	
<b>8</b>	39136	39686	44853	50652	56001	
<b>9</b>	40440	40990	46470	52648	58205	
<b>10</b>	41744	42294	48087	54644	60409	
<b>11</b>			49704	56640	62613	

**Increments:**  
 10x1304 10x1304 11x1617 11x1996 11x2204  
 \* Calculated as Category 3 Minus \$550.00 Per Article 45.23.

**C.02 SUPPLEMENTARY CLASSIFICATIONS**  
 Articles 45.30, 45.25, 45.26 and 45.28 produce the following scales:

<b>Level</b>	<b>E.P.S.</b>	<b>4 + (M)</b>	<b>5 + (M)</b>	<b>6-/PB+15</b>
<b>0</b>	30350	32467	35234	37819
<b>1</b>	31654	34084	37230	40023
<b>2</b>	32958	35701	39226	42227
<b>3</b>	34262	37318	41222	44431
<b>4</b>	35566	38935	43218	46635
<b>5</b>	36870	40552	45214	48839
<b>6</b>	38174	42169	47210	51043
<b>7</b>	39478	43786	49206	53247
<b>8</b>	40782	45403	51202	55451
<b>9</b>	42086	47020	53198	57655
<b>10</b>	43390	48637	55194	59859
<b>11</b>		50254	57190	62063

**Increments:**  
 10x1304 11x1617 11x1996 11x2204



**C.03 CONVERSION TABLES FOR ALLOWANCES****EFFECTIVE JUNE 30, 1994**

11.5%	of 6 (max) =	7200.50
10%	of 6 (max) =	6261.30
8.5%	of 6 (max) =	5322.10
7%	of 6 (max) =	4382.90
6.5%	of 6 (max) =	4069.80
4.6%	of 6 (max) =	2880.20
3.45%	of 6 (max) =	2160.10
2.3%	of 6 (max) =	1440.10
2%	of 6 (max) =	1252.30
1.75%	of 6 (max) =	1096.00
1%	of 6 (max) =	626.10
0.08%	of 6 (max) =	50.10
0.04%	of 6 (max) =	25.00

**C.04 DAILY RATES FOR ARTICLES 9.40 AND 49.21:**

Level	2/EB	3/EA	4/PC	5/PB	6/PAM
0	143.52	146.27	159.59	173.42	191.85
1	150.04	152.79	167.67	183.40	202.87
2	156.56	159.31	175.76	193.38	213.89
3	163.08	165.83	183.84	203.36	224.91
4	169.60	172.35	191.93	213.34	235.93
5	176.12	178.87	200.01	223.32	246.95
6	182.64	185.39	208.10	233.30	257.97
7	189.16	191.91	216.18	243.28	268.99
8	195.68	198.43	224.27	253.26	280.01
9	202.20	204.95	232.35	263.24	291.03
10	208.72	211.47	240.44	273.22	302.05
11			248.52	283.20	313.07

Level	E.P.S.	4 + (M)	5 + (M)	6-/PB+15
0	151.75	162.34	176.17	189.10
1	158.27	170.42	186.15	200.12
2	164.79	178.51	196.13	211.14
3	171.31	186.59	206.11	222.16
4	177.83	194.68	216.09	233.18
5	184.35	202.76	226.07	244.20
6	190.87	210.85	236.05	255.22
7	197.39	218.93	246.03	266.24
8	203.91	227.02	256.01	277.26
9	210.43	235.10	265.99	288.28
10	216.95	243.19	275.97	299.30
11		251.27	285.95	310.32

## APPENDIX D

### LETTER OF UNDERSTANDING

The Board and the Association agree that the intent of Article 22.60, when it was negotiated, is as follows:

**COUNSELLORS:** 1 FTE **Counsellor** or portion thereof for every 965 elementary school students (head count) based on the district's mid-year student projections.

i FTE **Counsellor** in each secondary school for every 380 secondary school students (head count) based on the district's mid-year student projections.

**ESL:** A district-wide average **ESL** student : FTE teacher ratio of 41.2 : 1 applied as per the June 15, 1992 memorandum of agreement between the parties.

**HEARING IMPAIRED:** 1 FTE **Teacher of the Hearing Impaired** or proportion thereof for every 28 hearing impaired students based on the projected enrollment of hearing impaired students in the district.

**HOSPITAL/HOMEBOUND:** The full-time case load for a **Teacher of the Hospital/Homebound** will not exceed 10 students on a weekly basis inclusive of other related duties.

**INTEGRATION SUPPORT:** 1 FTE **Integration Support teacher** or proportion thereof for every 15 students on the case load of integration support teachers as of September 30.

**LEARNING ASSISTANCE:** 1 FTE **Learning Assistance Teacher** or portion thereof in each school for every 410 elementary school students (primary 2- Grade 7 regular, ESL, Gifted, and First Nations Students in regular classes) based on the district's mid-year student projections.

1 FTE **Learning Assistance Teacher** or portion thereof in each school for every 550 Grade 8-10 secondary school students (regular, ESL, Gifted, and First Nations and Career Preparation students in regular classes) based on the district's mid-year student projections.

1 FTE **Learning Assistance Teacher** or portion thereof in each school for every 1000 Grade 11-12 secondary school students (regular, ESL, Gifted, and First Nations and Career Preparation students in regular classes) based on the district's mid-year student projections.

**LIBRARY:** 1 FTE **Teacher Librarian** or portion thereof in each elementary school for every 500 elementary school students (head count) based on the district's mid-year student projections.

**1 FTE Teacher Librarian** in each secondary school.

**SCHOOL PSYCHOLOGISTS:** 1 FTE **School Psychologist** or portion thereof for every 3410 students (head count) based on the district's mid-year student projections.

**SPEECH LANGUAGE PATHOLOGISTS:** 1 FTE **Speech Language Pathologist** for each full group of 2319 students (head count) in the district as of September 30.

**VISITING:** The full-time case load for a **Visiting Teacher** will not exceed 12 students except in the case of the Emergency Receiving Home where the visiting teacher, part-time or otherwise, will have a case load of no more than 12 students at one time.

The district's present practice with regard to the rounding of entitlements shall continue.

Article 22.60 does not apply to Work and Learn Centres and is subject to Article 22.80.

Signed at Vancouver, B.C. this 14th day of June, 1993 by:

**BRIAN BASTIEN**  
For the Board

**MARGIE WILLERS &  
STEWART SCHON**  
For the Association

## APPENDIX E

### CRITERIA FOR PB + 15

“PB with 15 units of acceptable university credits”, shall be defined as follows:

**E.10** Units must be comparable to those offered by U.B.C., for example:

15 units at U. Vic. = 15 units at U.B.C.\*  
30 units at S.F.U. = 15 units at U.B.C.\*  
45 units at U.W.W. = 15 units at U.B.C.\*

\* **NOTE:** As of July 1, 1991:

30 U.B.C. Credits = 15 U.B.C. Units.

**E.20** Standing in each course must be a Second Class (B) or better.

**E.30** Where a course is rated only on a pass/fail basis, a letter will be required from the instructor indicating that the quality of the work was equivalent to a Second Class (B) or better.

**E.40** Courses taken must be in no more than two areas of study other than in education. Examples of “areas of study” are:

**E.41** English

**E.42** Mathematics

**E.43** Science

**E.44** Or any such teaching subject whether being taught or not

**E.45** Counselling

**E.46** Curriculum and Instruction

**E.47** Administration

**E.48** Approved Master's Program

**E.49** Handicapped and Slow Learner

**E.50** The units must not have been used to obtain requirements (including teacher training) for PB certification or TQS Category 5.

**E.60** Units must be in senior courses, i.e., numbered 300 or above.

## APPENDIX F

### PROFESSIONAL GROWTH QUALIFICATIONS

**F.10** The term "professional growth" shall include leave-of-absence utilized for:

**F.11** Educational research in subject areas approved by the Superintendent of Schools;

**F.12** Any subject or responsibility-related activity which has received the prior approval of the Superintendent of Schools, or

**F.13** Further educational study as a student at a College or University in courses approved by the Superintendent of Schools. The employee must be enrolled in a minimum of 9 units/year, or 5 units/semester where the leave is granted for one semester only.

**F.20** These units must be comparable to those offered by U.B.C., for example:

1 Unit at U. Vic.	= 1 Unit at U.B.C.*
2 Units at S.F.U.	= 1 Unit at U.B.C.*
3 Units at U.W.W.	= 1 Unit at U.B.C.*

\* **NOTE:** As of July 1, 1991:

2 U.B.C. Credits	= 1 U.B.C. Unit.
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**F.30** In order to be eligible for increment purposes the employee must specify the general area of study or research at the time the employee applies for a leave-of-absence.

**F.40** Before any increment will be granted, employees must submit a written report upon their study or research including, where applicable, satisfactory proof of having successfully completed the program for which leave was granted. Standing in all courses must be Second Class (B) or better.

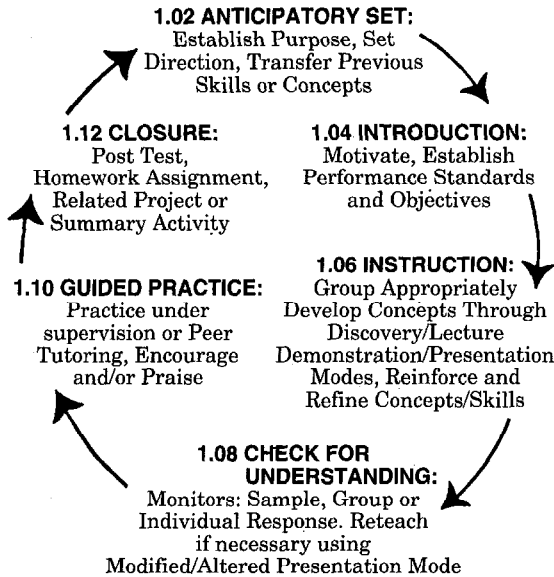
**F.50** This written report must be addressed to the Superintendent of Schools and the Chairperson of the Association's Economic Welfare Committee within 30 days of return to regular appointment with the Board or such later period as approved by the Superintendent or designate.

**EVALUATION & REPORT WRITING CRITERIA  
DEFINITIONS:**

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**1.00 DEFINITION OF LESSON FORMAT:**

Lesson format refers to direct instruction and is cyclical and proceeds through identifiable stages which are interdependent:




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**2.00 EVIDENCE OF PLANNING**

**2.02** Planning requires a statement of short and long range goals for the curriculum areas in order that objectives for each lesson, unit and learning activity be established.

**2.04** The planning document(s) also relate(s) objectives to student learning outcomes and student evaluation. The provincial curricula guides provide resource manuals for this process.

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## **DIX G**

### **EVALUATION & REPORT WRITING CRITERIA GUIDELINES:**

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- 1.01** Defines purpose of lesson clearly;
- 1.03** Provides for transfer of previous content to new;
- 1.05** Provides for motivation;
- 1.07** Provides for appropriate grouping;
- 1.09** Monitors for understanding;
- 1.11** Provides for guided skill practice;
- 1.13** Provides for opportunity for independent practice and for reinforcement;
- 1.15** Provides for closure.

- 
- 2.01** Develops long range plans: e.g. units, yearly plans, scope & sequence, objectives;
  - 2.03** Adheres to provincial and local curricula;
  - 2.05** Maintains short range plans: e.g. day plan, lesson plan;
  - 2.07** Demonstrates instructional planning e.g. identification of strategies which will meet course objectives.
-

**DEFINITIONS:**

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**3.00 INSTRUCTIONAL PROCESS AND SKILLS**

**3.02** Instructional process and skill provide structured learning experiences through teacher planning and decision-making.

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**4.00 ASSESSMENT AND EVALUATION OF STUDENT PROGRESS**

**4.02** Assessment and evaluation provide continuous feedback on student strengths and weaknesses to all concerned with student progress.



## GUIDELINES:

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- 3.01** Targets instruction to appropriate level of difficulty;
  - 3.03** Instructs to clearly defined goals and objectives;
  - 3.05** Demonstrates clarity of presentation;
  - 3.07** Monitors learning;
  - 3.09** Provides for student motivation;
  - 3.11** Clearly defines teacher expectations of the students;
  - 3.13** Identifies and provides for individual differences, as appropriate;
  - 3.15** Provides for closure;
  - 3.17** Selects and uses strategies to respond to the variety of learning styles;
  - 3.19** Utilizes effective questioning techniques which reflect both the instructional objectives and the ability level of the students.
- 

- 4.01** Clearly defines evaluation criteria for students;
  - 4.03** Assesses student progress on a regular and frequent basis;
  - 4.05** Plans assessment which provides for differences of individuals and of groups;
  - 4.07** Designs and interprets tests appropriately;
  - 4.09** Evaluates student growth and achievement in line with objectives of program;
  - 4.11** Marks tests, assignments and projects according to a criteria of acceptable levels clearly understood;
  - 4.13** Adheres to department and school policies and procedures;
  - 4.15** Maintains a system of accountability for student progress and completion of assignments;
  - 4.17** Provides feedback on performance regularly to students;
  - 4.19** Maintains appropriate written records;
  - 4.21** Maintains open channels with parents regarding student progress;
  - 4.23** Reports regularly to parents on student progress.
-

**DEFINITIONS:**

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**5.00 CLASSROOM MANAGEMENT, DISCIPLINE AND CLIMATE**

**5.02** Classroom management, discipline and climate are the establishment of and adherence to a set of expectations for teacher and student behaviours which maximizes opportunities for ordered learning to occur.

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**6.00 CLASSROOM ENVIRONMENT**

**6.02** Classroom environment is the optimal adjustment of the physical environment to facilitate and sustain interest, guidance and motivation for learning in safe, comfortable conditions.

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**7.00 PROFESSIONAL INVOLVEMENT**

**7.02** Professional involvement is the building and the strengthening of a teacher's knowledge, understanding and skills through out-of-class experiences that improve the quality of teaching.

## GUIDELINES:

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- 5.01** Defines and adheres to a clear set of classroom rules, routines and procedures consistent with school practices;
  - 5.03** Emphasizes on academic goals **and/or** achievement;
  - 5.05** Sets high expectations for students;
  - 5.07** Facilitates student involvement and participation;
  - 5.09** Facilitates smooth transition from one activity to another, with attention to appropriate pace;
  - 5.11** Defines appropriate behaviour and consequences;
  - 5.13** Monitors student behaviour;
  - 5.15** Responds effectively to unanticipated interruptions;
  - 5.17** Actively promotes positive student teacher, student <-> student interaction;
  - 5.19** Builds group cohesiveness and consensus;
  - 5.21** Accepts, clarifies and supports students' ideas;
  - 5.23** Monitors student work habits.
- 

- 6.01** Adjusts the physical environment and equipment to accommodate variety in the learning situation to the extent reasonably possible;
  - 6.03** Provides for displays of student work and exhibits books, etc., as appropriate;
  - 6.05** Attends to conditions that affect health and safety of students;
  - 6.07** **Organizes** and arranges classrooms so as to facilitate learning and minimize disruptions.
- 

- 7.01** Participates in the development, implementation, and/or review of school policies and procedures;
- 7.03** Maintains positive professional rapport with colleagues;
- 7.05** Keeps up to date in areas of **specialization** and in general trends in education;

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**APPENDIX H**

***EMPLOYMENT STANDARDS ACT (1980)***

(Amended 1991 c3 c2)

**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.

**GUIDELINES:**

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- 7.07** Takes advantage of in-service education opportunities;
  - 7.09** Participates in school/district/provincial committees;
  - 7.11** Participates in committee work of the local and/or provincial professional association;
  - 7.13** Shares ideas, materials, and methods with professional colleagues;
  - 7.15** Shares in the evaluation of the effectiveness of educational programs;
  - 7.17** Consults with teachers, team leaders, department heads, consultants, and specialists to improve the teaching learning process;
  - 7.19** Interprets school programs to parents and community as opportunities occur;
  - 7.21** Maintains positive and professional relationships with parents to the extent reasonably possible;
  - 7.23** Practices a standard of professional integrity and demonstrates a positive attitude towards professional growth, constructive criticism and professional obligations.
- 
- 

- (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 fol-

lowing 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 leave 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 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.

**Employment Deemed Continuous**

**53.** The services of an employee who is absent from work in accordance with this Part shall be consid-

ered continuous for the purpose of section 36, 37 and Part 5 and any pensions, 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 her share of the cost of a plan that is paid for jointly by the employer and the employee.

**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).

**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.



### **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.

## **APPENDIX I**

### **EXCERPTS FROM THE FORMER INDUSTRIAL RELATIONS ACT**

#### **Agreement respecting technological change**

74. (1) A collective agreement entered into after this Act comes into force shall contain provisions for final and conclusive settlement without stoppage of work, by arbitration or another method agreed to by the parties, of all disputes relating to adjustment to technological change.

(2) An employer who is bound by a collective agreement and who proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of his employees to whom the collective agreement applies shall give notice of the technological change to the bargaining agent bound by the collective agreement **at least 90 days** 90 days before the date on which the technological change is to be effected.

(3) A notice under subsection (2) shall be in writing and shall state

- (a) the nature of the technological change,
- (b) the date on which the employer proposes to effect the technological change, and
- (c) the approximate number and type of employees likely to be affected by the technological change.

(4) This section does not apply to an employer and a bargaining agent who are bound by a collective

agreement where the collective agreement contains provisions that

- (a) are intended to assist employees affected by a technological change to adjust to the effects of the technological change, and
- (b) specify that this section does not apply, during the term of the collective agreement, to the employer and the bargaining agent.

**Provisions ordered by minister**

**76.** Where a collective agreement does not contain provisions for adjustment to technological change, the minister may, after considering the report of a person appointed by him to investigate the matter: by order, make provisions for that purpose. They shall be deemed terms of the collective agreement and binding on all persons bound by the agreement.

**Introduction of technological change**

**76.** (1) Where an employer introduces or intends to introduce a technological change that

- (a) affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies; and
- (b) alters significantly the basis on which a collective agreement was negotiated,

either party may refer the matter to an arbitration board under the collective agreement, or pursuant to Part 6.

(2) The arbitration board shall decide whether the employer has introduced or intends to introduce a technological change, and on deciding that the employer has or intends to do so, the arbitration board

- (a) shall immediately inform the minister of its finding and
- (b) may, then or later, order one or more of the following:
  - (i) that the change be made in accordance with the collective agreement unless the change alters significantly the basis on which the collective agreement was negotiated;
  - (ii) that the employer will not proceed with the technological change for a period, not exceeding 90 days, the arbitration board considers appropriate;

(iii) that the employer reinstate an employee displaced by the technological change; and

(iv) that the employer pay that employee compensation for his displacement as the arbitration board considers reasonable.

(3) An order made under this section binds all persons bound by the collective agreement.

#### **Order of board**

77. (1) The arbitration board under section 76 (1) may recommend the minister appoint a special officer under Part 7 to resolve the matter, or, with the written consent of the minister may order that the parties commence collective bargaining on a date set by the arbitration board for the purpose of revising the provisions of the collective agreement relating to terms, conditions or security of employment, or including new provisions relating to those matters, in order to assist the parties affected by the technological change to adjust to its effects.

(2) Section 79 does not apply to a collective agreement where the arbitration board, under this section, has ordered the parties to commence collective bargaining.

#### **Interpretation**

78: In sections 74 to 77

“arbitration board” means a board of arbitration established under a collective agreement and includes a single arbitrator;

“collective agreement”, except in section 74, means a collective agreement entered into before or after the coming into force of this Act;

“technological change” means

(a) the introduction by an employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking or business, or

(b) a change in the manner, method or procedure in which the employer carries on his work, undertaking or business that is related to the introduction of that equipment or material.

but “technological change” does not include normal layoffs resulting from a decrease in the amount of work to be done.

## **APPENDIX J**

### **JOINT GRIEVANCE COMMITTEE PROCEDURES**

#### **J.10 PURPOSE**

The following is intended as a guideline for Joint Grievance Committees, herein referred to as the Committee, for the operation of Articles 58.34 to 58.36.

#### **J.20 COMPOSITION**

**J.21** The Committee will comprise up to three (3) representatives of each party and one of the Board representatives shall be a Trustee.

**5.22** Each Committee shall have a Chairperson appointed by one party and a Secretary appointed by the other party. The Chair will alternate each time a new committee is convened with a new grievance. The chairperson will conduct the hearing and Committee deliberations following the standard rules of order,

**5.23** The Secretary will record any interim determinations of the Committee. These records are subject to correction or amendment and are exclusively for the internal use of the Committee.

**J.24** Any member of the Committee may request a "time-out" from representations being made before the Committee in order to give Committee members an opportunity to discuss procedural matters.

#### **5.30 RESPONSIBILITIES**

**J.31** The Committee is empowered by both parties to determine a final resolution to the grievance if it is able to do so.

**J.32** The Committee should function in a collaborative problem-solving mode which meets, if possible, the mutual interests of the parties. The Committee should consider the relative positions of the parties, weigh the evidence, apply the applicable section(s) in the collective agreement to ascertain if there has been a violation of the agreement, and determine whether a resolution is possible.

**J.33** Where the resolution proposed by the Committee has the effect of adding, deleting or changing the terms of the collective agreement any such resolution will be subject to the ratification of the parties' principals.

#### **5.40 ADVOCATES AND OBSERVERS**

**J.41** Each party may have not more than two (2) advocates to present the merits of its position and to respond to the presentation of the other party. One

additional resource person for each party may also attend.

**J.42** Observers beyond one for each party will be subject to the agreement of the advocates.

**J.50 RECEIPT OF INFORMATION**

**J.51** Where a Committee is struck under Article 58.34, it is the responsibility of each party to advise the advocates of the other party with notice of no less than five (5) working days of the basis of its position and supporting information and attempt, one last time, to resolve the issue informally.

**J.52** The party with the onus of proof will present first, and the other party will have the opportunity to respond and to present evidence. The first party will then be given an opportunity for a brief rebuttal of new information raised by the other party.

**J.60 DELIBERATIONS**

**J.61** At the conclusion of the presentations and before Committee deliberations begin, all advocates, participants and observers will be dismissed.

**J.62** If the Committee requires clarification or additional information they will request it of the appropriate advocate(s) and both advocates will be present when the information is received.

**J.63** During deliberations the Board and Association representatives will have the right to caucus and/or seek resolution advice, at any time.

**J.70 DETERMINATION**

**J.71** Where the representatives of both parties agree to a resolution it will be placed:

**J.711** In a memorandum of agreement, or

**J.712** As a recommendation to the parties' principals under Appendix J.33.

**J.72** In the event that a resolution is not achieved by the Committee within fourteen (14) days of the hearing, or such longer period as mutually agreed, one representative of each party will confirm, in writing, that no resolution could be found.

**J.73** Within seven (7) days of a resolution under Appendix J.71 or an impasse under Appendix J.72, the parties will receive copies of the decision of the Committee, or a memo indicating that no accommodation could be found, signed by one representative of each party. These will be forwarded by the chairperson to the Assistant Superintendent, Human Resources, and the Association's Grievance Officer.

**APPENDIX K**  
**LETTER OF UNDERSTANDING**

The parties agree that:

**K.10 SPACE AND FACILITIES**

The parties will meet to discuss facility issues which will or could affect the district over the next ten years. Other stakeholders will be invited to participate. Agreement will be sought on the elements of a joint submission to be made to Ministry of Education representatives. The Ministry of Education representatives will be invited to meet with representatives from the parties and other stakeholders at which meeting the submission will be made.

**K.20 CHILD CARE**

The parties agree that access to child care is desirable and that the Board is not funded for nor able to provide financial support for child care. The Board will invite representatives from various stakeholders in the district to participate in a child care committee. This committee will study and make recommendations on the possibility of facilitating child care services for the district.

As a participant of the Surrey Social Planning Committee, the Board will continue to advocate for employer/employee facilitated child care in the community.

**K.30 COMPUTER PURCHASE PLANS**

The parties will work with other employee group representatives who wish to participate in establishing a computer purchase plan. In this regard, the Board will use its best efforts to arrange with a chosen vendor "preferred terms" and an optional payment plan. Representatives appointed by the Association will assist in the selection of hardware, software and accessories.

Signed at Surrey, B.C. this 23rd day of June, 1993  
by:

BRIAN BASTIEN  
For the Board

MARGIE WILLERS  
For the Association

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## TELEPHONE NUMBERS

<b>Surrey Teachers' Association Office</b> .....	<b>.594-5353</b>
<b>Surrey School Board Office</b> .....	<b>.596-7733</b>
Curriculum Resource Centre .....	.590-2255
Human Resources Department .....	.599-7400
Teacher-on-Call Tape Line:	
Elementary .....	.597-8824
Secondary .....	.597-8899
B.C. College of Teachers .....	.731-8170
B.C.T.F. Office .....	.731-8121
<b>B.C.S.T.A. Office</b> .....	<b>.734-2721</b>
B.C. Teachers' Credit Union (Surrey) .....	.581-9828
Canada Pension Plan .....	.524-7211
Dental Plan Information .....	.594-5353
Employee And Family Assistance Program .....	.689-1717
Group Life Insurance Information .....	.594-5353
Medical Services Association	
<b>E.H.B. Plan</b> .....	<b>.737-5644</b>
Dental Plan .....	.737-5770
Salary Indemnity Plan Information	
c/o Karen Harper .....	.731-8121
<b>S.F.U. Registrar's Office</b> .....	<b>291-4201</b>
Teacher Qualification Service .....	.736-5484
Teacher Superannuation Information	
c/o Ken Smith .....	.731-8121
Unemployment Insurance Commission .....	.526-0822
<b>U.B.C. Registrar's Office</b> .....	<b>.228-2844</b>