



B.C. Teachers' Federation

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

2235 Burrard Street, Vancouver, BC, V6J 3H9

COLLECTIVE AGREEMENT

IN THE MATTER OF THE SCHOOL ACT

R.S.B.C. 1960 CHAPTER 319, AND AMENDING ACTS

EFFECTIVE 1985-01-01 TO 1986-06-30

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 2 (CRANBROOK)

(hereinafter called the "Board")

AND: THE CRANBROOK DISTRICT TEACHERS' ASSOCIATION

(hereinafter called the "Association")

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BETWEEN

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 2 (CRANBROOK)

AND

THE CRANBROOK DISTRICT TEACHERS' ASSOCIATION

DEFINITIONS

Additional (units of) Study

For the purpose of Article III, Sec.1.,(a), 1), and Sec. 1.. (a). 111), a, a teacher will qualify for an additional bonus if the units of additional study required under this part had been completed after his appointment but before December 31, 1983 or if they are units of study in addition to a Bachelor of Education or its equivalent.

Basic Administrators' Allowance

A fixed sum paid annually to an administrator over and above his annual salary.

Administrator's Supervisory Allowance

A sum paid annually, calculated in January of each year and recalculated in September. This allowance is based on the number of teachers supervised.

BONUS

An addition to annual salary based on qualifications and assignment of a teacher to a registered class of specified education students.

Department Heads

The number of Department Heads authorized for any given school is a matter of Board policy. A teacher may be appointed as either a Major or a Minor Department Head. The determination as to whether he is Major or Minor is based on the needs of the school in question.

Gender

For the purpose of this Agreement, words of the masculine or feminine gender may be used interchangeably.

SOURCE	EFF.	TERM	NO. OF EMPLOYERS	NUMBERS EMPLOYEES
B.C.T.Fed.	85 01 01	86 06 30	252	15

05/6/201

Principal Designate

A Principal Designate is a teacher appointed to be temporarily in charge of a given school when the principal is absent and where no vice principal has been appointed. No Principal Designate shall be left in charge of a school for a period in excess of five consecutive working days.

Professional Development

Professional Development is defined as a service that promotes: teacher competence, collegiality, influence, social and personal responsibility and health. Further, teacher's participation should be on a voluntary basis. Hence, the requirements, needs and preferences as described by teachers in relation to their teaching situation should be the starting point of all professional development activities.

Specified Education Class

A Specified Education class is a registered class of students with learning disabilities.

Units of study

A unit of study is equated to a UBC semester/hour credit.

Teachers' Salaries and Benefits

The monies set aside for the contract year to pay teachers' salaries, allowances, bonuses, benefits.

JURISDICTION

The Board recognizes the Association as the sole bargaining agency for the negotiations of terms and conditions of employment of all CDTA members who are employed on a continuing contract, temporary contract or as a substitute teacher with the Board as defined by the School Act.

The Board agrees to deduct all dues, fees and levies established pursuant to the constitution and by-laws of the Federation and the Association and remit the same to the appropriate body.

ARTICLE I--SALARIES

Sec. 1. classifications

- (a) Except as elsewhere provided, the salary category of each teacher shall be established in accordance with years of preparation, including at least one successful year of teacher training, and certification as follows:

<u>Permit/Certification</u>	<u>category</u>
EB, or Licence to Teach (L), with 2 years of preparation	2

Permit/Certification

Category

EA, or Standard Teaching Certificate (S), with 3 years of preparation	3
PC, or Professional Teaching Certificate (P), with 4 years of preparation	4
PE, or Professional Teaching Certificate (P), with 4 years of preparation and holding the degree of Bachelor of Education.	4
PB, or Professional Teaching Certificate (P), with 5 years of preparation	5
PA, PAM, or Professional Teaching Certificate (P), with 6 years of preparation	6

- (b) A teacher holding a letter of permission (LP) whose years of preparation can be equated to years of university training shall be paid as if in the category next below that which would apply if his total years of training had included one year of teacher preparation, and as if he had one more year than his actual accumulation of teaching experience.

A teacher holding a letter of permission (LP) whose years of preparation cannot be equated to years of university training shall be paid as if in Category 2.

sec. 2. Proof of Qualifications

- (a) The Board will accept as proof of the validity of preparation for placement within a salary category a statement issued for this purpose by the British Columbia Provincial Teachers' Qualification Board, or by the Registrar of the Ministry of Education for salary grant purposes (up to and including 1968).
- (b) During any school year while this Agreement is in effect, the qualifications of a teacher for placement within a salary category shall be established by proof acceptable to the Board no later than December 15th of that school year and shall be recognized as of September 1st in the said school year.

Sec. 3. Proof of Experience

- (a) Full credit shall be granted for teaching experience in schools operated under provincial authorities, or comparable authorities in the Commonwealth of Nations or the United States of America, subject to the following conditions:

- 1) A minimum of eight months' full-time employment during a school year is required to constitute a year's experience.

- ii) Commencing January 1, 1981 two periods of full-time employment totalling ten months will combine to constitute one year's experience.
- iii) Appointments on a regular part-time basis for a full school year constitute credit proportionate to the time worked. When converting such experience to full-time credit, if the cumulative percentage over a consecutive three-year period equates to at least eight months of full-time employment, one year's experience is credited.
- iv) Services as a teaching member of a recognized Faculty of Education as recognized by the Ministry of Education for British Columbia for certification purposes shall carry full-time experience.

Sec. 4 Non-Teaching Experience

Years of experience in an occupation closely related to his main teaching subject or subjects may be recognized for placing the teacher on a salary scale.

If recognized, each two years of such experience shall be recognized as one year of teaching experience to a maximum of five years in terms of placement on the salary scale.

Sec. 5 Payroll

- (a) Increments due in February 1985 shall be paid on that date, all other increments shall be effective June 30, 1985.
- (b) Salaries shall be paid monthly with a mid-month advance.

Sec. 6. Salaries

Should a budget deficit develop in 1985 as a consequence of the 1985-86 Agreement, the Association recognizes that the Board's ability to pay teacher salaries could be affected. The Cranbrook District Teachers' Association further recognizes the need to resolve the above problem and will enter into meaningful negotiations conducted in good faith by both parties.

Sec. 7. Salary schedule

Attached as Addendum No. 1 to this Agreement and forming a part thereof shall be the Salary Schedule for the current Collective Agreement.

The salary schedule as stated in Addendum No. 1 shall NOT be changed during the life of this Agreement except as elsewhere provided for herein.

Sec. 8. Substitute Teacher Salaries

- (a) Substitutes with valid B.C. teacher certification shall be paid 1/225 of category 3/EA-0

- (b) substitutes without valid B.C. teacher certification shall be paid 1/225 of category 2/EB-0
- (c) After seven (7) consecutive days teaching the same class, salary shall be in accordance with certification and experience retroactive to day one (1).
- (d) Rates referred to in (a) and (b) above shall include Holiday Pay.
- (e) substitutes teaching half (1/2) days shall receive 50% of the applicable rate.

ARTICLE 11--ALLOWANCES

Sec. 1 Principals

(a) Basic Administrator Allowance

- 1) In addition to his annual salary, each principal shall receive a Basic Administrator Allowance.
- ii) A principal's Basic Administrator Allowance shall be that amount allocated as the said allowance for the school to which he has been appointed, as set out in the following schedule:

<u>SCHOOL</u>	<u>BASIC ALLOWANCE</u>
Laurie	\$ 9,800.00
Parkland	9,800.00
Mount Baker	
Any Woodland	6,800.00
Gordon Terrace	6,800.00
Highlands	6,800.00
Muriel Baxter	6,800.00
Pinewood	6,800.00
Steeples	6,800.00
Tenth Avenue	6,800.00
T.M. Roberts	6,800.00
Rural Schools	1,250.00

(b) Administrator Supervisory Allowance

In addition to his Basic Administrator Allowance, each principal shall receive a Supervisory Administrator Allowance of three hundred dollars (\$300.00) for each full time equivalent teacher supervised.

The amount of the Administrator Supervisory Allowance shall be based on the number of teachers supervised as of January 31 of each year, and shall be re-calculated as of September 30 of each year, should there be an increase or decrease in the number of teachers supervised by the administrator in the intermediate period.

(c) Principal Designate

In addition to his annual salary, a principal designate shall receive a Basic Allowance of six hundred dollars (\$600.00).

sec. 2 vice Principals

(a) Senior Secondary Schools

In addition to his annual basic salary, the vice principal of a senior secondary school shall receive a Basic Administrator Allowance equal to fifty percent (50%) of his principal's Supervisory Allowance.

(b) Junior Secondary Schools

1) In addition to his annual salary, the vice principal of a junior secondary school shall receive a Basic Allowance of one thousand dollars (\$1,000.00).

1i) In addition to his Basic Allowance, the vice principal of a junior secondary school shall receive a Supervisory Allowance equal to fifty percent (50%) of his principal's Supervisory Allowance.

(c) Elementary Schools

In addition to his annual salary, the vice principal of an elementary school shall receive a Basic Allowance equal to fifty percent (50%) of his principal's Basic Allowance.

Sec. 3 Elementary Counsellor

In addition to his annual salary, the elementary counsellor shall receive a Basic Allowance equal to an elementary principal's Basic Allowance.

Sec. 4 Supervisor of Elementary Instruction

In addition to his annual salary, the supervisor of elementary instruction shall receive a Basic Allowance of twelve thousand and two hundred dollars (\$12,200.00).

Sec. 5 Supervisor of special Services

In addition to his annual salary, the supervisor of special services shall receive a Basic Allowance equal to the total of the allowances received by a principal of an elementary school supervising six teachers.

Sec. 6 Resource Centre Co-ordinator

In addition to his annual salary, the resource centre co-ordinator shall receive a Basic Allowance of six thousand five-hundred dollars (\$6,500.00).

Sec. 7 Acting Administrators

The Board shall make a temporary appointment to a school administrative position when the administrator in question is absent in excess of five consecutive school days. The acting administrator shall receive an allowance in accordance with this article.

Sec. 8 District Teacher

(a) Should any area of special assignment be determined by the Board, the position will be advertised in all district schools. The posted notice will include thereon the job description of the said position. It is agreed that the position of District Teacher shall be primarily an administrative position not primarily a teaching position.

(b) The teacher selected for the position shall be from among the district's teaching staff and will be seconded to the Board's administrative staff for a period of up to two years. The district teacher's vacated teaching position will be filled by temporary appointment of a teacher.

(c) The district teacher will, at the termination of his secondment be returned to his previous teaching position or to a comparable teaching position.

(d) In addition to his annual salary, the district teacher shall receive an Annual Basic Allowance of twelve hundred dollars (\$1,200.00).

Sec. 9 Department Heads

(a) In addition to his annual salary, a Major Department Head shall receive a Basic Allowance of twelve hundred dollars (\$1,200.00).

(b) In addition to his annual salary, a Minor Department Head shall receive a Basic Allowance of six hundred dollars (\$600.00).

Sec. 10 French Coordinator

In addition to his annual salary, the French Coordinator shall receive a basic Allowance of one thousand three hundred and seventy-five dollars (\$1,375.)

ARTICLE 111--BONUSES

sec. 1 Proof of Qualification

(a) In addition to their annual basic salary, teachers shall be paid an annual bonus in ten equal monthly instalments with salary for curriculum preparation if they are teaching a registered class of specified education students requiring more than 1/2 their teaching time, according to the following schedule:

- l) For teachers who have provided proof satisfactory to the Board of completion of at least six (6) units of additional study in courses approved by the Board in curriculum preparation and who are teaching a registered class of specified education students, a bonus of two thousand dollars (\$2,000.00) per annum shall be paid:
- li) For teachers with less than six (6) units of additional study in courses approved by the Board in curriculum preparation and who are teaching a registered class of specified education students, a bonus of one thousand dollars (\$1,000.00) per annum shall be paid.
- lii) Those teachers **who** have been receiving bonuses under this section prior to January 1, 1983, shall be paid according to the following bonus scale:
 - a) For teachers with six (6) units of study as in (l) above, the amount of the difference between the annual basic salaries of a teacher of like category and no experience and a teacher of like category with two years experience in British Columbia schools shall be the amount of bonus paid.
 - b) For teachers as in (li) above, the amount of the difference between the annual basic salaries of a teacher of like category and no experience and a teacher of like category and one year's experience in British Columbia shall be the amount of the bonus paid.
- (b) Beginning January 1, 1984, any bonuses paid under this section shall be reduced by up to a maximum of five hundred dollars (\$500.00) in any one year in which a teacher who receives a bonus under this part receives a negotiated salary increase, or an increment, or an increase due to a change in certification. The amount that a teacher's bonus is reduced in any one year as described above, shall be commensurate with the pay increase received by the said teacher in that year. This process will continue until the teacher's bonus is reduced to zero.
- (c) No teacher who qualifies for a bonus under Article III shall be given an assignment change by the Board for the purpose of disqualifying the said teacher for that bonus.
- (d) No teacher appointed after December 31, 1983 to teach a registered class of specified education students shall receive a bonus under the provisions of Article III.
- (e) If a teacher's assignment ceases to include 50% instruction time devoted to the instruction of a specified class, the allowance will be eliminated.

ARTICLE IV--EMPLOYEE BENEFITS

Sec. 1. Medical Plan

The Board shall pay one hundred percent (100%) of the cost of premiums for medical services provided by M.S.A. under the British Columbia Medical Plan.

Sec. 2. Extended Health Benefits

The Board shall pay one hundred percent (100%) of the cost of premiums for the Extended Health Plan. under M.S.A.

sec. 3. Group Insurance

The Board shall contribute sixty percent (60%) of the costs sustaining the (1972) BCSTA-BCTF Group Insurance plan, effective January 1st. 1973, for the teaching staff of School District No. 2 (Cranbrook).

Sec. 4. Dental Plan

The Board shall pay seventy-five percent (75%) of the costs of premiums for the CU & C Dental Plan covering:

Plan A	100% of Claims
Plan B	50% of Claims
Plan C	\$1,250.00 maximum

Sec. 5. Premium Sharing--Long Term Illness

The Board shall pay its share of the premium costs for the above employee benefits when an employee is receiving payment from the B.C.T.F. Salary Indemnity Plan Short and Long Term.

Sec. 6. Term Insurance

The Board shall deduct premiums from the pay of those C.D.T.A. members who elect to participate in the B.C.T.F. Insurance Plan.

ARTICLE V--GENERAL PROVISIONS

Sec. 1. No Cut Clause

No teacher shall suffer a reduction in salary, allowances or bonuses as a result of the implementation of this Agreement.

Sec. 2. Employment standards

The Board agrees that it will continue to provide to teachers not less than the minimum requirements applicable to teachers as set out in the Employment Standards Act and Regulations thereunder. Further, the Board agrees that any provisions of this Agreement touching on matters referred to in the said Act shall take precedence over the said Act.

sec. 3. Professional Development

- (a) Attached as Addendum No. 2 to this Agreement and forming a part thereof shall be the statement as to the Professional Development Policy of the Board.
- (b) The Policy as stated in Addendum No. 2 shall not be changed during the life of this Agreement except by mutual agreement of the parties to the said Agreement.

Sec. 4. Joint Committee

- (a) Attached as Addendum No. 3 to this Agreement and forming a part thereof shall be the statement as to the formation of a Joint Committee and the general guidelines for the said committee.
- (b) The Policy as stated in Addendum No. 3 shall not be changed during the life of this Agreement except by mutual agreement of the parties to the said Agreement.

Sec. 5. Grievance Procedure

- (a) Attached as Addendum No. 4 to this Agreement and forming a part thereof shall be the statement as to the Grievance Procedure.
- (b) The Policy as stated in Addendum No. 4 shall not be changed during the life of this Agreement except by mutual agreement of the parties to the said Agreement.

Sec. 6. Teaching Security

- (a) Attached as Addendum No. 5 to this Agreement and forming a part thereof shall be the statement as to Teaching Security, seniority and Severance Pay.
- (b) The Policy, as stated in Addendum No. 5, shall not be changed by mutual agreement of the parties to the said Agreement.

Sec. 7. Employee Assistance Program

The Association and the Board recognize that many health, social, and behavioural problems can be successfully treated, and that treatment is in the best interest of the worker, the Association and the employer. Therefore the Association and the Board have agreed as of January 1, 1985 to work cooperatively to investigate the feasibility of establishing a joint Association/ Board Employee Assistance Program (EAP). It is understood that this cooperation will be undertaken within the framework of existing contractual agreements.

A cooperative action group having equal representation from the Board and the Association will be formed to look into the feasibility of an EAP and to bring forth recommendations including a policy and program design for use in establishing a permanent EAP. The primary objective of the EAP shall be to provide effective professional and confidential assistance and access to treatment for those employees in need.

An Employee Assistance Program shall be established which shall be jointly administered. The Board shall place \$5,000. into a separate account to be used only for this program.

Sec. 8. Deferred Salary Retirement Plan

The Board and the C.D.T.A. shall enter into a Deferred Salary Retirement Plan.

ARTICLE VI--DURATION OF AGREEMENT

This Agreement shall remain in effect for eighteen (18) months commencing 1985-01-01 to 1986-06-30

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT UNDER SEAL.

SIGNED AT CRANBROOK, BRITISH COLUMBIA, THIS 2nd day of DECEMBER, 1985.

BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 2 (CRANBROOK)

CRANBROOK DISTRICT TEACHERS'
ASSOCIATION

CHAIRMAN

PRESIDENT

SECRETARY-TREASURER

CHAIRMAN, C.D.T.A.
BARGAINING COMMITTEE

ADDENDUM NO. 1

TEACHERS

1985/86 SALARY SCHEDULE

	<u>2/BB</u>	<u>3/BB</u>	<u>4/BC</u>	<u>4/PE</u>	<u>5/BB</u>	<u>6/PAM</u>
0	18,657	20,725.	22,766.	23,683.	25,903.	28,504.
1		21,774.	23,986.	24,950.	27,347.	30,174.
2		22,823.	25,206.	26,217.	28,791.	31,844.
3		23,872.	26,426.	27,484.	30,235.	33,514.
4		24,921.	27,646.	28,751.	31,679.	35,184.
5		25,970.	28,866.	30,018.	33,123.	36,854.
6		27,019.	30,086.	31,285.	34,567.	38,524.
7		28,068.	31,306.	32,552.	36,011.	40,194.
8		29,117.	32,526.	33,819.	37,455.	41,864.
9		30,166.	33,746.	35,086.	38,899.	43,534.
10	28,332.	31,215.	34,966.	36,353.	40,343.	45,204.
INCREMENTS		10x1049.	10x1220.	10x1267.	10x1444.	10x1670.

ADDENDUM NO. 2

PROFESSIONAL DEVELOPMENT POLICY

SCHOOL DISTRICT NO. 2 (CRANBROOK)

POLICIES RELATING TO TEACHERS' SALARIES, BONUSES AND ALLOWANCES

A Joint Professional Development Committee composed of the two Joint Professional Development Representatives described in the Association Constitution, and two representatives of the Board, as well as the Superintendent of Schools or designate will sit at least four times each school year. The Superintendent or designate will serve as chairman of these meetings. The purpose of this committee will be to serve as a channel of communication between the Board and the Association with reference to professional development concerns.

The two Joint Professional Development Representatives of the Association will be elected for two year terms. Their respective elections will take place in alternating years.

The Board agrees to provide for Professional Development an amount equal to .5% of the totals of the current year's teachers' salary budget. In addition the Board agrees to match the teacher's contribution to professional development.

All Professional Development Funds as set up by the Board and by the Association shall be administered by a Committee composed of four teachers and the Superintendent of Schools or designate. The Superintendent or designate shall serve as the Chairman of this committee and shall vote only in case of a tie when his vote shall be the deciding vote. This Committee will be known as the Professional Development Funding Committee and will sit at least once a month during the school year. The members of this Committee must be approved by resolution of the Board.

Two of the teachers serving on the Professional Development Funding committee will be the aforementioned Joint Professional Development Representatives. The other two teachers will be elected by the Association's Professional Development Committee. One of the latter two teachers will be an elementary teacher, and the other one will be a secondary teacher and they will hold office for one year terms subject to the ratification of the Board and the Association.

All funds contributed by both parties will be paid to the Professional Development Committee of the Association. The Board's contribution will be made in disbursements of five thousand dollars (\$5,000.00), excepting the balance due in the final payment of the fiscal year. Each payment will be made by the Board when the previous disbursement is nearing depletion. These funds will be deposited in a trust account by the Professional Development Committee of the Association, and payments from this fund will be made by the treasurer of this committee. The Professional Development Committee will submit a monthly accounting to the Board of these funds.

All payments for Professional Development presently covered under Article V, section 3 will be paid from this fund along with the cost of substitute teachers.

ADDENDUM NO.3

JOINT COMMITTEE

SCHOOL DISTRICT NO. 2 (CRANBROOK)

The school Board agrees to establish with the Association a joint committee composed of 2 members of the Board and two (2) members of the Association as well as any advisors deemed necessary by either party. The committee shall reach a consensus on an issue and then refer it to the Association and the Board for ratification. The ratified decision will then be referred to the Board who will approve it as policy. This committee shall be established in July, 1985 and will meet at the request of either party to negotiate areas of concern. The joint committee would be in effect for the life of the contract.

The Board agrees that policies (present and new) on working and learning conditions for teachers and administrators can be discussed by the joint committee. Furthermore, new problem areas can be discussed at any time.

The Board agrees to provide early notification of potential policy development to the joint committee.

The Board further agrees to establish a separate section in the Policy Manual to be referred to as Policies 5100-5499 which will cover working and learning conditions, as they affect teachers.

The Board and the C.D.T.A. agree that those items mutually agreed to and ratified from 1982 to 1985 and designated Policy C are hereby carried forward into 1985-86. These policies shall become part of the policies 5100-5499.

Upon pronouncement by the Provincial Government of the legality of the inclusion of learning and/or working conditions in a contract, the Board agrees to include relevant items mutually agreed upon from time to time into the body of the agreement.

ADDENDUM NO. 4

GRIEVANCE PROCEDURE

SCHOOL DISTRICT NO. 2 (CRANBROOK)

The parties agree that this article constitutes the method and procedure for making a final and conclusive determination of any dispute (hereinafter referred to as "the grievance") respecting the interpretation, application, operation or alleged violation of this agreement.

Section 1: Grievance Procedure

Step 1: Before a written grievance procedure is initiated it is expected that the teacher and immediate supervisor will have met and discussed the alleged grievance.

Step 2: A teacher alleging a grievance shall request, in writing, a meeting with the immediate supervisor directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. The teacher may be accompanied at this meeting by a member of the Association and the immediate supervisor may be accompanied by the Director of Instruction. The Superintendent and C.D.T.A. President will be notified, by the immediate supervisor, in writing, that the meeting took place.

Note: The time between initiation and completion of Steps 1 and 2 shall not exceed 30 calendar days.

Step 3: If the grievance remains unresolved ten school days after Step 2 is initiated, the grievor shall request, in writing, an interview with the Superintendent (or his/her delegate) with a copy forwarded to the President of the C.D.T.A. The grievor may be accompanied by a member of the Association. The interview so requested shall be scheduled within five (5) school days of the receipt of the request. The meeting shall attempt to resolve the grievance.

Step 4: If the grievance remains unresolved after Step 3 is completed, then the District Grievance Committee shall deal with the grievance within 7 calendar days following receipt of the grievance. The District Grievance Committee shall consist of the C.D.T.A. President, or delegate, 2 members of the Teachers' Association, the Superintendent of Schools, or delegate, and 2 members of the Board of School Trustees.

Step 5: If the grievance remains unresolved 7 calendar days after step 4 is completed, the matter shall be referred to third party arbitration.

Section 2: Arbitration

- (a) The arbitration committee shall be composed of 3 members, one appointed by the Board, one appointed by the Association and a Chairperson.
- (b) The Chairperson shall be selected in rotation from a group of three (3) chairpersons that have been mutually agreed upon by both parties. If the designated person is unable or unprepared to act, the next person in rotation shall be selected. The group of three (3) chairpersons shall be agreed upon in September of each year.

If agreement cannot be reached on the appointment of the group of chairpersons by September 20, then the Arbitration Act R.S.B.C. 1979 shall apply.

- (c) The Chairperson, whether appointed by mutual agreement or through application of the Arbitration Act, shall be a resident of School District No. 2 (Cranbrook).
- (d) The arbitration committee may determine its **own** procedure, but shall give full opportunity to the Association and the Board to present evidence and make submissions.
- (e) The arbitration Committee shall have the authority to provide a final and conclusive settlement of a grievance, to order compliance with any provision of this agreement, and to order reasonable steps be taken to rectify any breach of this agreement.
- (f) Each party shall bear its **own** costs, and the costs of the chairperson of the arbitration committee shall be shared equally.
- (g) Except as modified by this article, the provisions of the Arbitration Act R.S.B.C. 1979 C. 18 apply.

Section 3: General

- (a) Grievances of general application may be referred to by either the Board or the Association to the District Grievance Committee and steps 4 and 5 of this article shall apply.
- (b) No teacher shall suffer any form of discipline or discrimination by the Board as a result of his/her having filed a grievance or having taken part in any proceedings under this article.
- (c) The Association agrees not to disturb curricular or extra-curricular education as a result of an award by the third party arbitration committee.
- (d) Whenever a stipulated time limit **is** mentioned in this clause the said time limit may be extended by mutual consent of the parties involved.

Section 4 - Grievable Items

The following shall be the items that may be grieved:

1. salaries
2. Allowances
3. Bonuses
4. Leave of Absence policies except Policy on Limitations of Leaves of Absences
5. Parental Rights.
6. Article IV - Employee Benefits
7. Sexual Harassment
8. Sections 1, 3, 4, 6-11 of Addendum 5.

ADDENDUM NO. 5

TEACHING SECURITY. SENIORITY, SEVERANCE PAY

1. Principle of security

- (a) The Board and the Association agree that increased length of service in the employment of the Board entitles teachers to commensurate increase in security of teaching employment.
- (b) A teacher is considered to gain seniority from the date he attains a continuing appointment.
- (c) In this article "seniority" means a teacher's aggregate length of service in the employment of the Board inclusive of service under temporary appointment and part-time teaching. For the purpose of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.
- (d) When the seniority of two or more teachers is equal pursuant to paragraph 1(c), the teacher with the greatest present employment with the Board shall be deemed to have the greatest seniority.
- (e) When the seniority of two or more teachers is equal pursuant to paragraph 1(d), the teacher with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.
- (f) When the seniority of two or more teachers is equal pursuant to paragraph 1(e), the teacher with the greatest number of days of substitute teaching with the Board in the year prior to appointment shall be deemed to have the greatest seniority.
- (g) When the seniority of two or more teachers is equal pursuant to paragraph 1(f), the teacher with the earliest date and time of the offer of continuous appointment with the Board shall be deemed to have the greatest seniority. Effective January 1, 1984, the offer of continuing appointment from the Board shall include the date and time of verbal offer of employment made by the District Superintendent or Director of Instruction. Prior to 1984, the date of the letter of appointment is the determining factor.

- (h) For the purpose of this article, leave of absence in excess of one month shall not count toward aggregate length of service with the Board, except for the following:
 - (i) Maternity leave;
 - (ii) Adoption Leave;
 - (iii) Parenthood Leave;
 - (iv) Education Leave as approved by the Board;
 - (v) Any leave as approved by the Board prior to January 1, 1984;
 - (vi) Leave for duties with the Association or with the British Columbia Teachers' Federation;
 - (vii) Secondment to the Ministry of Education, a Faculty of Education, or pursuant to a teacher exchange program that has been approved by the Board prior to the commencement of the program;
 - (viii) Long term sick leave;
 - (ix) Leave for teaching with the Department of National Defence or Canadian universities Overseas;
 - (x) Teachers on leave of absence under the provision of the Guaranteed Leave of Absence and Deferred Compensation Plan.
 - (xi) Leave for elected office at the provincial, federal or municipal level.

- (i) For the purpose of this article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three years, or by termination and re-engagement pursuant to this article.

2. Definition of Qualifications

- (a) In this article, "necessary qualifications" in respect of a teaching position means a reasonable expectation based on certification, training, education or experience of a teacher that that teacher will be able to perform the duties of the position in a satisfactory manner, following a reasonable period of familiarization.
- (b) Should any question arise as to whether a teacher has or does not have the necessary qualifications for a particular teaching position, the question shall be referred to a Qualifications Committee composed of two teachers representing the Association, and the superintendent and the Director of Instruction. A majority decision of the Qualifications Committee shall be forwarded to the teacher(s) and the Board of School Trustees.

Upon application by the teacher, within 5 days of the decision of the Qualifications Committee, the teacher may appeal the Qualifications committee decision to the Board of School Trustees who may grant an appeal hearing.

Decisions of the Qualifications Committee and the Board of School Trustees appeal hearing regarding teacher qualifications may be appealed by the teacher, within 5 days of notice of the decisions, to an arbitrator, mutually agreed upon by the Association and the Board of School Trustees, who shall have 30 days to bring down a decision which shall be final and binding. Expenses for the arbitrator shall be borne mutually. If agreement cannot be reached on the appointment of the arbitrator then the Arbitration Act R.S.B.C. 1979 shall apply. The arbitrator may determine his own procedure but will give full opportunity to the Association and the Board to present evidence and to make submissions. The arbitrator shall have the authority to provide a final and conclusive decision regarding a teacher's qualifications. Except as modified by this article, the provisions of the Arbitration Act R.S.B.C. 1979 c. 18 apply.

3. Security of Employment Based on Seniority and Qualifications

- (a) When, for bona fide education or budgetary reasons, the Board determines that it is necessary to terminate the appointment of a teacher, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- (b) The Board and the Association agree that the Board may use the powers conferred on it pursuant to Section 120 (1) of the School Act to implement the provisions of paragraph 3(a) and agree that any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this agreement otherwise dealing with transfers.
- (c) Nothing in paragraphs 3(a) or 3(b) shall be taken to require the Board to transfer a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.
- (d) The Board shall give each teacher it intends to terminate pursuant to this article notice in writing, as soon as possible prior to November 30 in the fall term and April 30 in the spring term, such notice to contain the reason for termination and a list of teaching positions, if any, in respect to which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Association.
- (e) Should a decision of the Qualifications Committee, the Board of School Trustees or an independent arbitrator (as referred to in Section 2) result in fewer teacher appointments being terminated than specified above by the Board of School Trustees, in accordance with Sections 3(a) and 3(d) of this addendum, then the Board of School Trustees may, within 10 days of the decision of the Qualifications Committee, the Board of School Trustees or an independent arbitrator, terminate additional teacher appointments.

- (E) The number of additional teacher appointments terminated shall not exceed the original number of teacher appointments that are referred to in 3(d) above.

4. Re-engagement List

The Board of School Trustees shall maintain a Re-engagement List. Copies of the list will be sent to each person on the list and the Association at least once during the fall term and once during the spring term of each school year.

5. Teachers' Rights to Re-engagement

- (a) When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer re-engagement to the teacher on the recall list who has the most seniority among those terminated pursuant to this article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this article.
- (b) Effective July 1, 1985 all teachers appointed to two temporary positions (in accordance with the School Act), each of longer duration than 4 months and within a 3 year period, shall be added to the district re-engagement list, by seniority, below the teachers possessing continuing contracts.
- (c) A teacher who is offered re-engagement pursuant to paragraph 5(a) shall inform the Board whether or not the offer is accepted, within one week of the receipt of such offer.
- (d) The Board shall allow a maximum of 30 days from the acceptance of an offer under paragraph 5(c) for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice, such longer period may be approved at the discretion of the Board.
- (e) A teacher who is not able to accept a teaching position offered to him under this article, because he is attending university, or she is eligible for maternity leave, shall not lose his or her rights to re-engagement.
- (f) A teacher's right to re-engagement under this article is lost:
 - (1) if the teacher elects to accept termination pay under paragraph nine (9)

- (ii) if the teacher refuses to accept two continuing positions of equivalent or greater Percentage of time at the time of termination for which he/she possesses the necessary qualifications: or
 - (iii) after three years elapse from the date of termination under this article and the teacher has not been re-engaged. It is the responsibility of the teacher to ensure that the Secretary-Treasurer is informed in writing of his current address.
- (g) In the event of an appeal by the teacher regarding offers of continuing positions referred to in 5(f)(ii), the Qualifications Committee shall decide if the teacher possesses the necessary qualifications.
 - (h) Upon re-engagement a teacher on the recall list shall be entitled to a continuing appointment to the teaching staff of the district if he held a continuing appointment at the time of termination. The maintenance of continuing contract status shall not prevent the offer and acceptance of an assignment to a position which is temporarily vacant.
6. The Board shall, by October 15 of each year, forward to the Association a list of all teachers employed by the Board, in order of seniority calculated according to paragraph 1, setting out the length of seniority as of September 1 of that year and the Association will either amend or ratify the seniority list, by November 15 of each year, or it will be considered accurate.
7. A teacher re-engaged pursuant to this article shall be entitled to all sick leave credit accumulated at the date of termination.
8. A teacher who retains rights of re-engagement pursuant to paragraph 5 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by payment of the full cost of such benefits to the Board.
9. Severance Pay
- (a) A teacher on continuing appointment who has one or more years of continuous employment within the District, and who is terminated, save and except a teacher who is terminated or dismissed pursuant to Sections 107, 122 or 123 of the School Act, may elect to receive severance pay at any time before the teacher's right to re-engagement pursuant to paragraph 5(e) is lost.
 - (b) Severance pay shall be calculated at the rate of 8.33 percent of one year's salary for each year of service to a maximum of two year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of his/her termination. No interest shall be paid on the amount owing from the date of termination.

- (c) A teacher who receives severance pay pursuant to this article and who, notwithstanding paragraph 5, is subsequently re-hired by the Board, shall retain any payment made under the terms of this article, and in such case for purposes only of section (b) of this paragraph, the calculation of years of service shall commence with the date of such re-hiring.

10. Re-Training

The teacher who retains rights of re-engagement shall be entitled to make application for grants from the Joint Professional Development Committee, for the purpose of re-training for available positions.

11. Application to Part-time Teachers

In the selection of teachers for termination, and for purposes of re-engagement, security of a part-time teacher who is senior to another teacher will be deemed to remain intact. The district will enable part-time teachers to remain part-time and it is understood that while part-time teachers may apply for full-time positions, the decision to increase a teacher's teaching time lies solely with the Board of School Trustees.

12. Disputes

Any question regarding the interpretation, application, operation or enforcement of sections 1, 3, 4, and 6 - 11, of this Article shall be subject to the procedures in Addendum 4 "Grievance Procedures" of this Agreement.